

## ANNEX .WHOSWHO - SPECIAL CONDITIONS FOR THE .WHOSWHO TLD

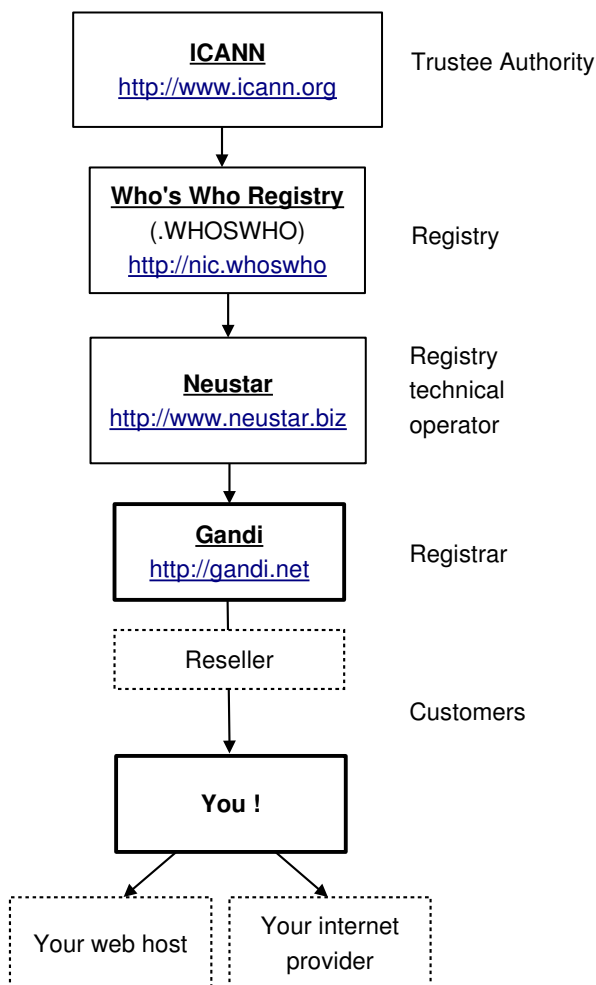
version 1.0 – December, the 5th 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .WHOSWHO domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

### **Section .WHOSWHO.1. Trustee authority and Registry**

.WHOSWHO is a generic Top-Level-Domain (gTLD) for self-branding. The following diagram presents the various parties involved for the .WHOSWHO TLD:



You can view the information and special rules of each party involved by clicking on the respective links.

### **Section .WHOSWHO.2. Registration terms and conditions**

When You apply to register a .WHOSWHO domain name, You acknowledge that You have fully understood, and that You certify

to have full knowledge of and that You agree to abide by all the rules and specific conditions of .WHOSWHO domain names, as defined by ICANN and Who's Who Registry and which may be viewed at the following pages:

- Launch plan : [http://nic.whoswho/sites/default/files/sites/default/files/WHOSWHO\\_LAUNCH\\_PLAN.pdf](http://nic.whoswho/sites/default/files/sites/default/files/WHOSWHO_LAUNCH_PLAN.pdf)
- Acceptable Use Policy : <http://nic.whoswho/policies#overview>
- Policies of the Registry <http://nic.whoswho/policies>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .WHOSWHO Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

The contract between ICANN and the .WHOSWHO Registry is available at the following address: [www.icann.org/en/about/agreements/registries/whoswho](http://www.icann.org/en/about/agreements/registries/whoswho)

### **Section .WHOSWHO.3. Launch rules**

The .WHOSWHO domain name launch will occur in 2 phases: Landrush and general opening.

The Landrush phase will run from the 18th of December to the 17th of February, 2015. General opening is scheduled for the 2nd of March, 2015. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Landrush and general opening phases are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

### **Section .WHOSWHO.4. Special requirements**

.WHOSWHO special requirements are available at: <http://www.gandi.net/domain/whoswho/info>

.WHOSWHO domain names are open to anyone that meets the nexus policy. The Registry desires to have only those individuals

whose names correspond to the domain being registered register specific .whoswho domain name labels. Otherwise stated, there must be a nexus between Your name and a name string registered (Nexus Policy). You may not license, sub-delegate or otherwise transfer a .WHOSWHO domain name to third parties that otherwise fail to meet the requirements of this Nexus Policy. Transfers from registrants to eponymous archives, foundations, estates or legacy sites would generally be considered in keeping with this Nexus Policy.

**This nexus policy does NOT apply to registrations of domain names that are unrelated to specific individuals' names, such as nouns, verbs, adjectives, adverbs, names of places, industries, métiers, sports, universities, products, services, etc**

### **Section .WHOSWHO.5. Landrush**

The Landrush period is open to anyone provided the eligibility criteria of the .NYC are met and takes place before the General Availability.

#### **5.1 Allocation rules**

Landrush applications are not reviewed on a “first-come first-served” basis, they will be considered as having arrived at the same time:

- if only one qualified application is made for a domain name, the domain name will be registered on behalf of applicant within the days following the end of the Landrush period,
- if multiple qualified applications are made for the same domain name, the domain name will be subject to closed auction between all applicants for this domain name.

#### **5.2. Refund Conditions**

In any case, You will not be entitled to receive any refund if Your application is rejected or if the domain name is not granted to You (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration ...).

### **Section .WHOSWHO.6. “Trademark Claim Notice” period**

In accordance with ICANN rules, during the Landrush and 90 days upon general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will receive a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified

that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the period concerned, Gandi will notify You by email of the “Trademark Claim Notice” and Your registration request will be put in “error” until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the opening of the concerned period and cannot, in any case, be held liable for the non-registration of Your domain name and particularly if the domain name is registered by a third party who has validated the “Trademark Claim Notice” upon the opening of the period concerned.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the opening of the concerned period and the sending of Your request to the Registry.

### **Section .WHOSWHO.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/whoswho> (specification 5. schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Of particular note in the .WHOSWHO, there is a prohibition on imposturous registrations, which are included among the infractions that may subject to URS (Uniform Rapid Suspension System) actions within the .WHOSWHO Registry.

The registration of “premium” domain names is not available on Our interface, You would need to contact Our customer service department for this.

For requests made in preregistration, if the domain name You have preregistered is a “premium” domain name, Your request will be put in “error” and You will be notified by email. Then You will be able to either pay the additional costs applicable to “premium” domain names in order to validate Your registration request or cancel Your request. It being specified that if You do not contact Our customer service department and do not pay the additional costs applicable to “premium” domain names, Your registration request will be not sent to the Registry.

### **Section .WHOSWHO.8. Registration term**

The registration term is 1 year for requests made during the Sunrise period, and from 1 to 10 years for requests made during the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

## **Section .WHOSWHO.9. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/whoswho>

“Premium” domain names are subject to specific prices that will be communicated by Our customer service department upon request.

## **Section .WHOSWHO.10. Storage of contact information**

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

You accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

You consent to the collection, use, processing, and/or disclosure of Your personal information in the United States and in accordance with the .WHOSWHO Privacy Policy posted on the .WHOSWHO website at [domains.whoswho.policy](http://domains.whoswho.policy)

## **Section .WHOSWHO.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .WHOSWHO domains, that You agree fully abide by. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this agreement:

- ICANN domain name dispute resolution policies: <http://www.icann.org/udrp>
- explanations: <http://www.icann.org/en/udrp/udrp.htm>
- Policy: <http://www.icann.org/en/dndr/udrp/policy.htm>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>
- Dispute Resolution Service Providers: <http://www.icann.org/en/dndr/udrp/approved-providers.htm>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

The Transfer Dispute Resolution Policy (TDRP) available at :

<http://www.icann.org/resources/pages/tdrp-2012-02-25-en>

You agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those

processes or the law, and hereby releases the .WHOSWHO Registry, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

## **Section .WHOSWHO.12. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

Upon successfully transferring a domain, the registration period is extended by one year.

## **Section .WHOSWHO.13. Ownership change**

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

## **Section .WHOSWHO.14. Deletion process**

**Upon the Expiration of the domain**, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on “Pending Delete” status for several days, and then delete the domain name, which will become available for registration on a “first-come first-served” basis.

## **Section .WHOSWHO.15. Registrant representations and guarantees**

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

By submitting a registration or modification request You acknowledge that:

- The data provided in the domain name registration application is true, correct, up-to-date and complete
- You have the authority to enter into the registration agreement
- You are aware of the Who's Who Registry's prohibition of imposturous registrations, which is among the justifications for expedited domain name takedown via ICANN's Uniform Rapid Suspension System (URS) proceedings and other remedies
- The domain name will not be used for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, imposturous registrations/usage, pornography, person adult services/prostitution (regardless of legality in local jurisdictions), or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension or deletion of the domain name registration.

You must act responsibly in Your use of any .WHOSWHO domain or website hosted on any .WHOSWHO domain, and in accordance with this Policy, ICANN rules and regulations, and applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, and intellectual property rights.

The Registry will not tolerate abusive, imposturous, malicious, profane, obscene, vulgar or illegal conduct in registration of a domain name; nor will the Registry tolerate such content in a website hosted on a .WHOSWHO domain name. Domains for fans, rant or parody sites not sanctioned by the eponym are subject to take down.

You commit Yourself to indemnify and hold harmless the Registry, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or

use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

**Section .WHOSWHO.16. Exclusion of liability and actions of the Registry**

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity and stability of the Registry
- to comply with any applicable laws, government rules or requirements, ICANN regulations, requests of law enforcement, or any dispute resolution process
- avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees
- comply with the terms of the registration agreement, the Registry-Registrar Agreement, the Registry Agreement, or any other binding commitments, whether written or otherwise
- Correct mistakes made by the Registry or any Registrar in connection with a domain name registration
- allow for the resolution of a dispute of any sort whether or not the dispute appears to be unmerited or unsubstantiated
- Respond to complaints of abusive behaviour on websites hosted on .WHOSWHO domains or;
- otherwise implement the Acceptable Use Policy

In addition, in the event that the Registry determines that You have not met the Nexus Policy, Your domain name(s) shall be locked (preventing the domain name from being updated or transferred). An e-mail shall be sent to You requiring the submission of documentation indicating that it is, in fact, compliant with the .WHOSWHO Nexus Policy.

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