

ANNEX .קו.ק - SPECIAL CONDITIONS FOR THE .קו.ק TLD

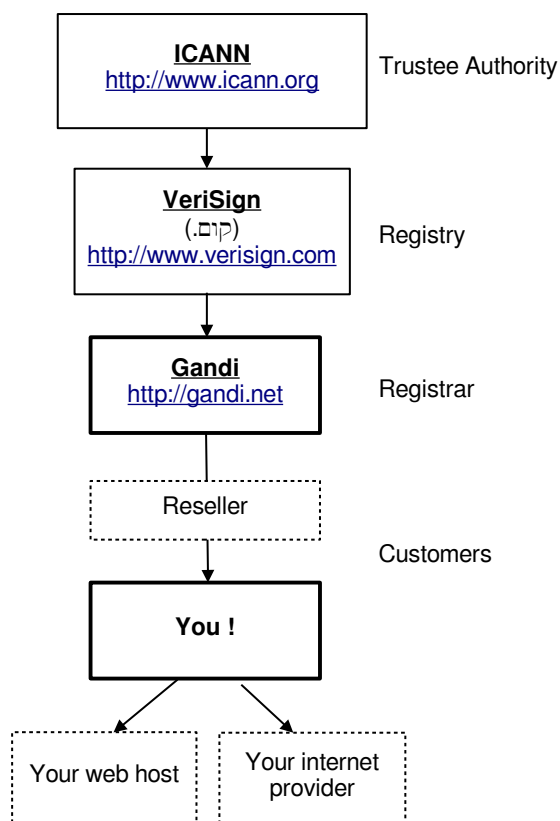
version 1.0 – July the 27th, 2018

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .קו.ק 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.

Section 1.קו.ק. Trustee authority and Registry

.קו.ק (.xn--9dbq2a) is a generic Top-Level-Domain (gTLD) for ".com" in Hebrew. The following diagram presents the various parties involved for the .קו.ק TLD:



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

Section 2.קו.ק. Registration terms and conditions

When You apply to register a .קו.ק 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 .קו.ק domain names, as defined by ICANN and Verisign and which may be viewed at the following pages:

- Registration Policy:
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000V7egzEAB>
- Privacy and data security policies:
http://www.verisign.com/en_US/privacy/index.xhtml
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .קו.ק 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.

You agree that Verisign and its affiliates, and each of their directors, officers, employees, contractors, agents, successors and assigns are intended third-party beneficiaries of such contract. This provision shall survive the termination of the present contract, whatever may be the cause.

The contract between ICANN and the .קו.ק Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/xn--9dbq2a>

Section 3.קו.ק. Launch rules

The .קו.ק domain name launch will occur in several phases: Sunrise, Priority Access Program, Landrush and general opening.

The Sunrise phase will run from July 30th 2018 to September 4th 2018. The Priority Access Program will run from September 5th 2018 to October 1st 2018, and the Landrush phase from October 2nd 2018 to November 4th 2018. General opening is scheduled for November 5th 2018. These dates are not definitive and are subject to change by the Registry.

Preregistrations are available at Gandi: domain names can be ordered at that time, but the registration request will be sent to the Registry at the beginning of the corresponding phase.

Section 4.קו.ק. Special requirements

.קו.ק special requirements are available at:
<http://www.gandi.net/domain/xn--9dbq2a/info>

.קו.ק domain names are open to anyone.

Section 5.קו.ק. Sunrise

5.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN are eligible to make a request during the Sunrise period.

As a TMCH trademark agent, Gandi can proceed with the registration of Your trademarks with TMCH (service reserved to Our Corporate customers, please contact Our [Corporate team](#)).

Eligibility conditions concerning the registration of a trademark with TMCH and the applicable rules are available at the following address: <http://www.trademark-clearinghouse.com/downloads>

Once Your trademark has been validated, TMCH generates one or several "labels" strictly identical to Your trademark.

Upon the submission of Your trademark with TMCH, You can choose the Sunrise service, provided that Your trademark has been validated by TMCH. The Sunrise service includes:

- generating a "SMD" (Signed Mark Data) file that proves the validation of Your trademark and allows You to make a registration request during the Sunrise period for one or several domain names strictly identical to the "label(s)" generated, provided that You comply with the eligibility conditions and rules enacted by the Registry,

- sending notifications (NORNs) that inform You of the registration of a domain name identical to Your trademark by a third party during the Sunrise period.

During Your registration request on Our interface, You must upload Your “SMD” file for verification.

You affirm that You meet the Sunrise eligibility requirements established by ICANN and/or the Registry for any domain name You register during that phase.

5.2 Allocation rules

Domain names are allocated under the first come first served basis.

When a domain name is allocated to You in Sunrise period, the third parties that are the owners of an identical mark registered within TMCH are notified of Your registration.

5.3 Dispute resolution

Any dispute relative to the validation of Your trademark with TMCH must be submitted in accordance with the dispute resolution procedure established by TMCH:

<http://www.trademark-clearinghouse.com/dispute>

Any dispute arising from the allocation of a domain name during the Sunrise period must be submitted in accordance with the dispute resolution procedure established by the Registry that You agree fully abide by:

<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000V7eh4EAB>

5.4. Refund Conditions

If Your registration request is rejected (ie: domain already registered) You will be entitled to received a refund provided that the Registry proceeds to the refund.

Section .6.ᄀᄀ. Priority Access Program

During this period existing holders of a .COM domain name registered before the beginning of this period can registered the corresponding (exact match) domain name in .ᄀᄀ. The .COM domain name must not be in “Add Grace Period” status (first 5 days of the registration) and the registration request for the .ᄀᄀ domain name must be made with the same Registrar of the corresponding .COM domain name.

Section .7.ᄀᄀ. Landrush

During this period, anyone can register a .ᄀᄀ domain name before the general opening at a higher price. Domain names are allocated under the first come first served basis. Preregistrations are not available for this phase.

Section .8.ᄀᄀ. “Trademark Claim Notice” period

In accordance with ICANN rules, during the Priority Access Program, Landrush period 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 .9.ᄀᄀ. Reserved names and premium domain names

Some words are reserved or prohibited:

- ICANN reserved names:

<http://www.icann.org/en/about/agreements/registries/xn--9dbq2a> (specification 5. schedule of reserved names)

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 not be sent to the Registry.

Section .10.ᄀᄀ. Registration term

The registration term is 1 year for requests made during the Sunrise, Priority Access Program and Landrush periods, 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 .11.ᄀᄀ. Pricing

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/xn--9dbq2a>

You acknowledge and agree that domain names may have non-uniform registration or renewal pricing, such that the registration or renewal fee for certain domain names may be higher than other domain names. This provision shall survive the termination of the present contract, whatever may be the cause.

“Premium” domain names are subject to specific prices as displayed on Our interface during Your order.

Section .12.ᄀᄀ. 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 consent to the collection, use, storage, access, transfer, publication (in particular in the Registry [Whois](#) database) and processing of all Your personal data by Verisign in accordance with the Registry policies. You also consent to the transfer of Your personal data from Gandi to the Registry in the context of the registration of Your domain name and You consent to the license granted by Gandi to Verisign in that context and in application of Our accreditation agreement.

You release Verisign from any and all claims, damages, liability, costs and expenses due to Verisign’s collection, use, storage,

access, transfer, disclosure and/or processing of Your personal data as instructed by the Registrar and/or as necessary for Verisign to perform its domain name services in application of the present contract and the Registry rules.

If You are a resident of Israel, in accordance with the Privacy Protection Regulations (Transfer of Data Outside of Israel), You consent to disclosure and/or transfer by Verisign of Your personal data received by Verisign from Gandi to the Verisign services providers and/or the other third parties to which such disclosure and/or transfer is permitted by the Registrar and the Registry policies. You also consent to the use of Your personal data by these permitted data recipients pursuant to the terms of the Registry policies. Notwithstanding anything to the contrary, that does not limit the applicability or affect of any other provision of the Registry policies.

The provisions of this section shall survive the termination of the present contract, whatever may be the cause.

Section .13.דין. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .דין domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- 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>

Verisign has also adopted a specific dispute procedure ("PAPDRP") to resolve challenges to any domain name alleged to have been improperly registered during the Priority Access Program period.

Section .14.דין. 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 .15.דין. 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 .16.דין. 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. 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 .17.דין. 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.

You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You acknowledge and consent that Verisign may periodically conduct technical analysis to assess whether domain names are being used to perpetrate security threats, such as pharming, phishing, malware and botnets.

You acknowledge and agree to indemnify, defend, and hold harmless Verisign and its affiliates, and each of their directors, officers, employees, contractors, agents, successors and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including without limitation, reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name, including without limitation, the use of Your domain name. You acknowledge and agree to not enter into any settlement or compromise of any such indemnifiable claims, damages, liabilities, costs and expenses without Verisign's prior written consent, which consent shall not be unreasonably withheld.

The provisions of this section shall survive the termination of the present contract, whatever may be the cause.

Section .18.דין. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry reserves the right to delay, deny, delete, freeze, cancel, or transfer any domain name registration or transaction, place any domain name on lock, hold, suspension, or similar status, and take such other action, in each case as the Registry deems necessary in its unlimited and sole discretion, to the extent required:

- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to protect against imminent and substantial threats to the security and stability of the Registry system,
- pursuant to any legal order or subpoena of any government, or administrative or governmental authority, or court of competent jurisdiction, or as otherwise specified in the Registry policies,
- to respond to a report from ICANN pursuant to Section 6.3 of Specification 6 (Name Collision Report Handling) of the Registry Agreement as determined by Verisign,
- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (ie: RFCs),
- in case You breach any provision of the present agreement or Registry policies,
- in the event TMCH reports fraud in an SMD file for domain names registered during Sunrise period.

The provisions of this section shall survive the termination of the present contract, whatever may be the cause.

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