ANNEX .机构 - SPECIAL CONDITIONS FOR THE .机构 TLD

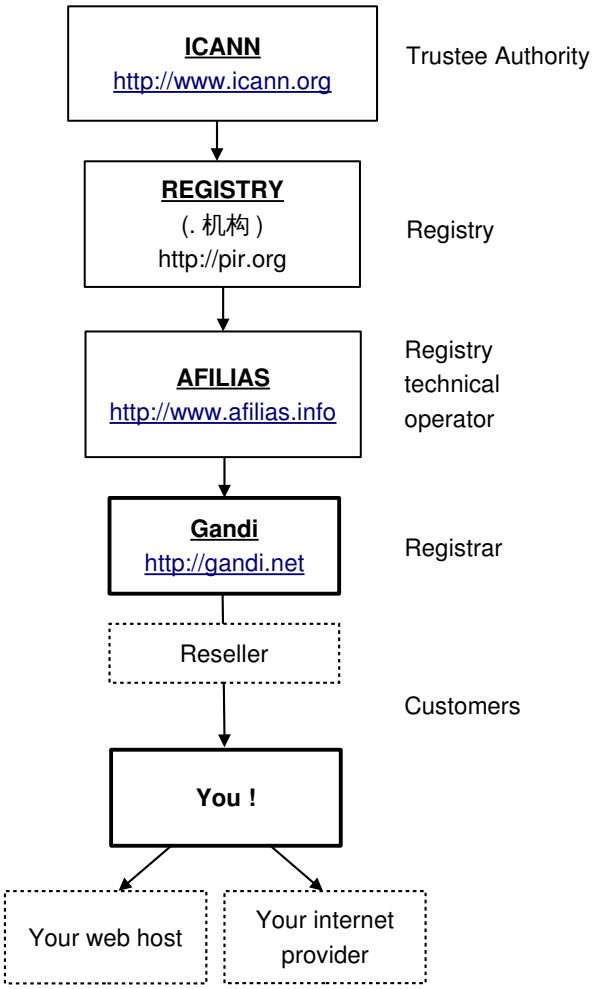
version 1.0 – 18th of April, 2014

In addition to Gandi's General Terms and Conditions for domain name registration, the registration and use of a .机构 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 .机构.1. Trustee authority and Registry

.机构 (xn--nqv7f) is a generic Top-Level-Domain (gTLD) in IDN in order to target Chinese-speaking markets and Chinese speakers. .机构 means .org in simplified Chinese and helps to display content in native Chinese script. The following diagram presents the various parties involved for the .机构 TLD:



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

Section .机构.2. Registration terms and conditions

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

- PIR Domain Name anti-abuse Policy :
- http://pir.org/policies/anti-abuse-policy/
- PIR DNSSEC Policy :
- http://pir.org/policies/dnssec-policy/
- PIR Registration Policy :
- http://pir.org/policies/registration-policy/
- PIR Takedown Policy :
- http://pir.org/policies/takedown-policy/
- Sunrise Dispute Resolution Policy : http://domains.adrforum.com/main.aspx?itemID=2039
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .机构 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 .机构 Registry is available at the following address: www.icann.org/en/about/agreements/registries/xn--nqv7f

Section .机构.3. Launch rules

The .机构 domain name launch will occur in 2 phases: Sunrise, and general opening.

The Sunrise phase will run from the 22nd of April to the 22nd of May, 2014. General opening is scheduled for the 27th of May, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise 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 .机构.4. Special requirements

.机构 special requirements are available at:
http://www.gandi.net/domain/xn--nqv7f/info

.机构 domain names are open to anyone.

Section .机构.5. 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.

5.2 Allocation rules

Sunrise applications are reviewed on a "first-come first-served" basis.

Domain names listed on the ICANN block list (ICANN's SLD Name Collision block list) which You may find at the following page: http://www.icann.org/sites/default/files/tlds/xn--nqv7f/xn--nqv7f-apd-list-12nov13-en.csv are available for registration during the Sunrise period but will be activated when ICANN will authorize their registration.

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:
http://domains.adrforum.com/main.aspx?itemID=2039

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met, "SMD" file invalid or revoked …) or if the domain name is not granted to You (if a third party has successfully challenged the domain name registration …).

Section .机构.6. "Trademark Claim Notice" period

In accordance with ICANN rules, during 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 general availability, 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 general availability 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 general availability.

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

Section .机构.7. Reserved names and premium domain names

Some words are reserved or prohibited: http://www.icann.org/en/about/agreements/registries/xn--nqv7f (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.

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 notify 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 .机构.8. Registration term

The registration term is 5 years 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 .机构.9. Pricing

Our prices may be viewed at: https://www.gandi.net/domain/price/detail/xn--nqv7f

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

Section .机构.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 use, copying, distribution, publication, modification and other processing of Your personal data.

Section .机构.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 .机构 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

Section .机构.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.

You accept that You will comply to the following policies as far as domains transfer are concerned: http://www.icann.org/en/help/dndr/tdrp

Section .机构.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 .机构.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 .机构.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:

- Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
- You have to participate in good faith in any proceedings as established by the Registry and ICANN,
- You have to accept and abide by the rules and policies enacted by the Registry.
- You agree to submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms (RPM's) including, without limitation, the obligation to handle payments for renewals or restoration by the Complainant in any proceedings in cases where the Complainant prevails,
- You agree to immediately correct and update the registration information for the domain name You registered during the registration term for the domain name,
- You agree to be bound by the terms and conditions of the initial launch of the .机构 Registry, including without limitation the RPMs and the dispute resolution procedures relating thereto.

In any case, 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 commit Yourself to indemnify, defend and hold harmless the .机构 Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. 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 .机构.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 enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system and of the .机构 Registry,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the .机构 Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

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