

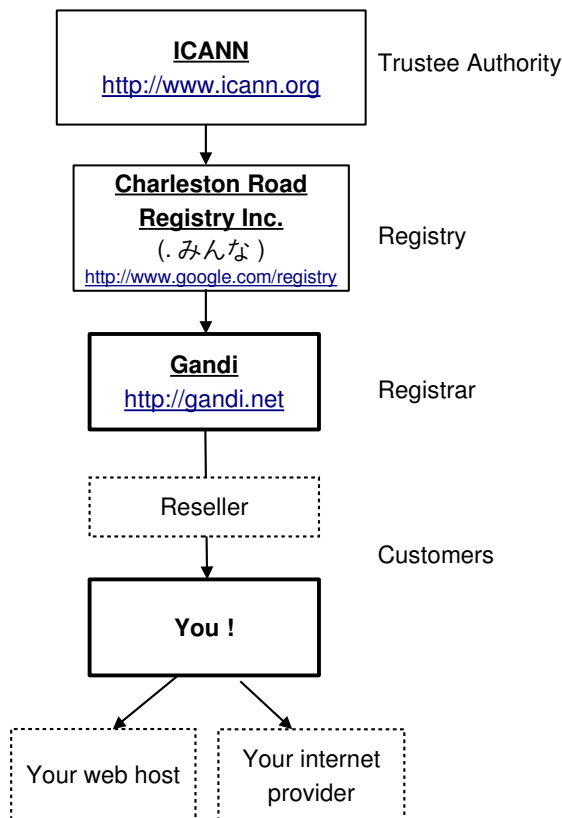
version 1.0 – February the 24th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .みんな 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 .みんな.1. Trustee authority and Registry

.みんな (xn--q9jyb4c) is a generic Top-Level-Domain (gTLD) meaning “everyone” in Japanese. The following diagram presents the various parties involved for the .みんな TLD:



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

### Section .みんな.2. Registration terms and conditions

When You apply to register a .みんな 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 rules and specific conditions of .みんな domain names, as defined by ICANN and by Charleston Road Registry Inc. and which may be viewed at the following pages:

- Charleston Road Registry Inc.'s Domain Name Abuse Policy: <http://www.google.com/registry/policies/domainabuse/>
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .みんな 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 .みんな Registry is available at the following address: <http://www.icann.org/en/about/agreements/registries/xn--q9jyb4c>

### Section .みんな.3. Launch rules

The .みんな domain name general opening is scheduled for March 4th, 2014. This date is not definitive and may be subject to change by the Registry.

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

### Section .みんな.4. Special requirements

Our special requirements are available at: <https://www.gandi.net/domain/xn--q9jyb4c/info>

.みんな domain names are open to anyone.

### Section .みんな.5. “Trademark Claim Notice” period

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

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, the third parties who own an identical mark will be notified of Your registration.

For requests made in preregistration, beginning one day prior to the opening of the general availability period, 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 general availability and cannot, in any case, be held liable for the non-registration of Your domain name, particularly if the domain name is registered by a third party who has validated the "Trademark Claim Notice" upon the opening of general availability.

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

#### **Section .みんな.6. Reserved names and premium domain names**

Some terms are reserved or prohibited:

<http://www.icann.org/en/about/agreements/registries/xn--q9jyb4c> (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 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 .みんな.7. Registration term**

The registration term is 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 .みんな.8. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/xn--q9jyb4c>

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

#### **Section .みんな.9. 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 also recognize and accept the collection, the use, the use and the publication of Your personal data by Charleston Road Registry Inc., its designees and its agents consistent with the purposes detailed in [the Registry's Privacy Policy](#).

#### **Section .みんな.10. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .みんな domains, that You agree to 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 .みんな.11. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain, please make sure that 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 initiate the transfer request at least one (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 .みんな.12. 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 .みんな.13. 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 .みんな.14. Registrant representations and guarantees**

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

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 and hold harmless Charleston Road Registry Inc., its parent company, and subcontractors, as well as their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs,

and expenses, including reasonable legal fees and expenses arising out of or relating in any way to Your 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 .みんな.15. 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:

- for violation of the present contract,
- to protect the integrity and stability of the domain names system,
- 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 comply with specifications adopted by any industry group recognized as authoritative with respect to the Internet (such as RFCs),
- to establish, assert, or defend the legal rights of the Registry 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 Registry or any Registrar in connection to the registration of a domain name.

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

You acknowledge that Charleston Road Registry Inc. has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to general availability registration, including Your ability or inability to obtain a domain name during general availability.

agree that You may not claim any compensation for damages of any sort from the Registry such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry.

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