ANNEX .XYZ - SPECIAL CONDITIONS FOR THE .XYZ TLD

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

.XYZ is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .XYZ TLD:
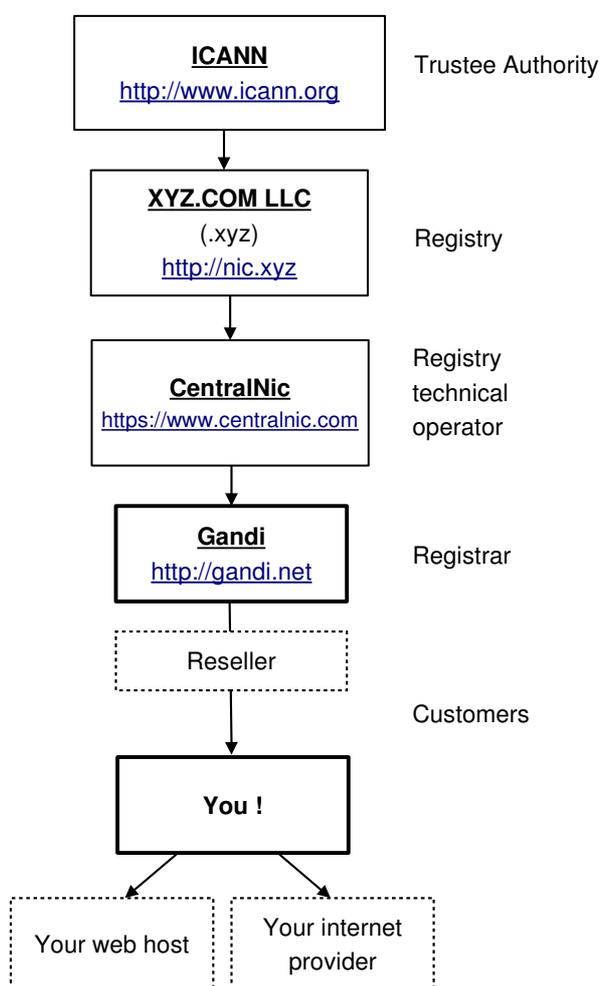
You can view the information and special rules of each party involved by clicking on the respective links.

Section .XYZ.2. Registration terms and conditions

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

Rules established by the Registry:
• Launch Policies :
  http://nic.xyz/xyzLaunchPolicies_v1.03.pdf
• Terms and Conditions:
  http://nic.xyz/termsandconditions
• Privacy Policy
  http://nic.xyz/privacy

Rules established by CentralNic:
• Terms and Conditions:
  https://www.centralnic.com/support/terms/domains
• Privacy Policy:
  https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf
• Phishing and Abuse Policies:
  https://www.centralnic.com/support/abuse

Rules established by ICANN:
• ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .XYZ Registry and CentralNic. 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 .XYZ Registry is available at the following address:
www.icann.org/en/about/agreements/registries/xyz

Section .XYZ.3. Launch rules

The .XYZ domain name launch will occur in 3 phases: Sunrise, Landrush and general opening.

The Sunrise phase runs from March 20th 2014 to May 20th 2014 and Landrush phase will run from May 20th 2014 to June 2nd 2014. General opening is scheduled for June 2nd 2014. 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 .XYZ.4. Special requirements

.XYZ special requirements are available at:
http://www.gandi.net/domain/xyz/info

.XYZ domain names are open to anyone.

Section .XYZ.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 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 Sunrise 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. The rules applicable to the auction procedure are available on the website of the auction provider NameJet at the following page: http://www.namejet.com/Pages/Terms.aspx.

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/xyz/xyz-apd-list-12nov13-en.csv are available for registration during the Sunrise period but will be activated when ICANN will authorize their activation.

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://nic.xyz/xyzLaunchPolicies_v1.03.pdf (11.)

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 (domain name granted to an other person during an auction, if a third party has successfully challenged the domain name registration …).

Section .XYZ.6. Landrush

6.1 Eligibility rules

The Landrush period is open to anyone.

6.2 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. The rules applicable to the auction procedure are available on the website of the auction provider NameJet at the following page: http://www.namejet.com/Pages/Terms.aspx.

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/xyz/xyz-apd-list-12nov13-en.csv are available for registration during the Landrush period but will be activated when ICANN will authorize their

activation.

6.3. 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 .XYZ.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during the 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 .XYZ.8. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/xyz
(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 .XYZ.9. Registration term

The registration term is 1 year for requests made during the Sunrise 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 .XYZ.10. Pricing

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

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

Section .XYZ.11. 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 use, copying, distribution, publication in particular in the public Whois database, modification and other processing of Your personal contact information by the Registry and CentralNic and their designees and agents, in accordance with the Registry privacy policy.

Section .XYZ.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .XYZ 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 .XYZ.13. 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 .XYZ.14. 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 .XYZ.15. 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 .XYZ.16. 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.

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 agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.

You agree that if You use Your domain name to collect and or maintain sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

You commit Yourself to indemnify, defend and hold harmless the Registry, CentralNic and their subcontractors, as well as each of their respective directors, officers, employees, affiliates and agents 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 .XYZ.17. 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 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 avoid any actual or potential civil or criminal liability on the part of the Registry and CentralNic, their affiliates, subsidiaries, officers, directors and employees,
- to correct mistakes made by the 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 or in the present contract.

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

You acknowledge that the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or Landrush period, including, without limitation:

- the ability or inability of a person to obtain a domain name during these periods,
- the results of any dispute over a Sunrise registration.

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