

ANNEX .BAR - SPECIAL CONDITIONS FOR THE .BAR TLD

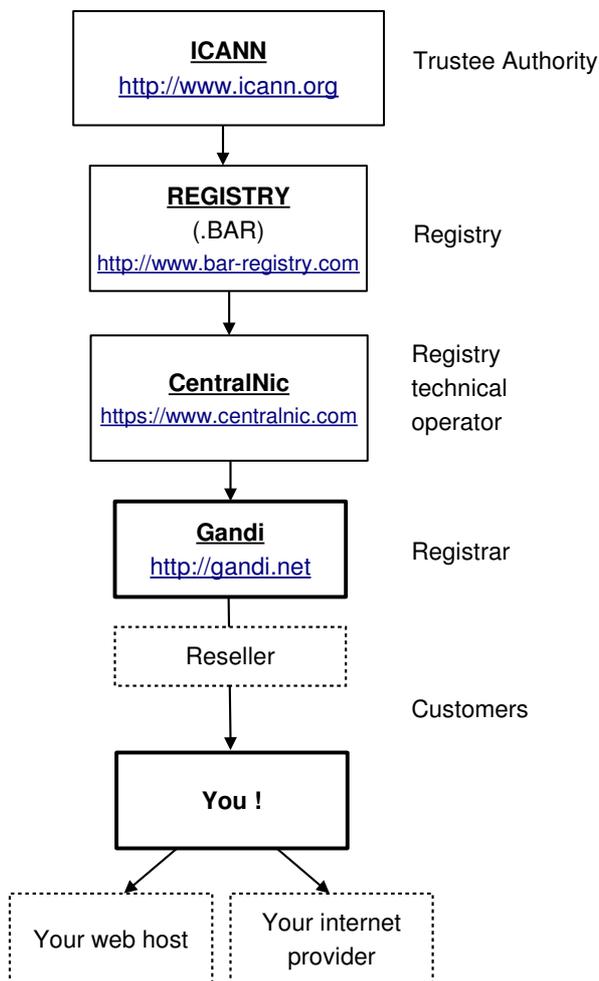
version 1.0 – April the 25th, 2014

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

.BAR is a generic Top-Level-Domain (gTLD) which targets bars of all kinds. The following diagram presents the various parties involved for the .BAR TLD:



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

Section .BAR.2. Registration terms and conditions

When You apply to register a .BAR 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 .BAR domain names, as defined

by ICANN, PUNTO 2012 and CentralNic, and which may be viewed at the following pages:

- Launch and registration policies :
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFHVjNyRUFi>
- CentralNic Terms and Conditions :
<https://www.centralnic.com/support/terms/domains>
- CentralNic Privacy Policy :
<https://www.centralnic.com/support/registry-privacy>
- CentralNic Report Phishing or Abuse :
<https://www.centralnic.com/support/abuse>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .BAR 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 .BAR Registry is available at the following address:

www.icann.org/en/about/agreements/registries/bar

Section .BAR.3. Launch rules

The .BAR domain name launch will occur in 4 phases: Trademarks Sunrise, Bar Family Names Sunrise, Landrush and general opening.

The Trademarks Sunrise phase runs from the 9th of April to the 9th of June, 2014. The Bar Family Name Sunrise will run from the 22nd of May to the 10th of June. The Landrush will take place from the 11st of June to the 11st of July, 2014. General opening is scheduled for the 14th of July, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during 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 .BAR.4. Special requirements

.BAR special requirements are available at:

<http://www.gandi.net/domain/bar/info>

.BAR domain names are open to anyone.

Notwithstanding during the Bar Family Name Sunrise, some eligibility criteria have been outlined by the .BAR registry that You must fulfil to register a .BAR during this period.

Section .BAR.5. Trademarks 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 will be available at the following address:
<http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFHVjNyRUFi> and at the

website of the auction provider [Namejet](#).

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://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFHVjNyRUFi> (point 13)

The rules of the National Arbitration Forum are available here :

<http://domains.adrforum.com/main.aspx?itemID=1922>

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 .BAR.6 Bar Family Names Sunrise Policy:

The Registry of the .BAR offers a Sunrise where Bar people may register their surnames in .BAR before the commencement of the general Landrush period. In order to register a .BAR during this period You must meet the eligibility criteria and contact [Our support team](#) to register their domain manually.

6.1 Eligibility rules

All .BAR Family Names Sunrise applications are subject to Bar Family Names Sunrise eligibility criteria as follows:

1. You must apply with proof of Montenegrin National Identification card (photocopy permitted, but the .BAR Registry reserves the right to ask for original) AND
2. Proof of residency in the Bar Municipality which may be one of the following : utility bill, telephone bill, water, bank statement, or credit card bill which shows Your name and an address in the Bar Municipality

All Bar Family Names Sunrise applications are also subject to the following terms:

- 1) You must be aged of 18 or over,
- 2) You must provide eligibility criteria of ID and Proof of residency. The .BAR Registry reserves the right to

demand to see original ID and original Proof of Residency to be produced in Bar, Montenegro to its local agent,

- 3) You must complete the application form found at the [Bar website](#),
- 4) You agree to being contacted for verification of address by telephone to check the whois accuracy,
- 5) The applied for domain name must match name shown on the ID,
- 6) Domain name may be either or all of the following:
 - Exact match of the surname
 - First name and surname
 - First initial and surname

6.2 Allocation rules

Bar Family Names Sunrise applications will be allocated after the Trademarks Sunrise applications.

Bar Family Names 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 Trademark Sunrise period,
-if multiple qualified applications are made for the same domain name, the domain name will be subject to sealed bids in an auction between all applicants for this domain name. The applicants will be given 1 week to submit their best and final offer for the domain name, or withdraw their application. The highest bidder will be awarded the domain name subject to making the full payment of the winning bid. During the period of the resolution of contending applications, the domain names will be reserved by the .BAR Registry. If none of the contending applicants make a bid, then the name may be released in Landrush or General Availability.

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.

6.3 Dispute resolution

For any dispute relating to the Bar Family Names Sunrise, prior to submitting a dispute, potential complainants must submit complaint first to the .BAR Registry at : legal@punto2012.com

As a first step, the .BAR Registry shall attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by Gandi, the .BAR Registry will advise the potential complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s) the .BAR Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the .BAR Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint for resolution to Advisory Committee of the .BAR Registry. The .BAR

Registry reserves the right to refer the matter to arbitration or mediation process in Montenegro.

Any claim or dispute not made to the .BAR Registry within ten (10 days) of the end of Bar Family Names Sunrise will be time barred from consideration by the .BAR Registry.

6.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected (eligibility criteria not met ...) 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 .BAR.7. Landrush

7.1 Eligibility rules

The Registry of the .BAR offers a Landrush where any eligible applicant may apply to a domain name in .BAR before the commencement of the general availability period.

7.2 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 will be available at the following address: <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEFHVjNyRUFi> and at the website of the auction provider [Namejet](#).

7.3. 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 .BAR.8. “Trademark Claim Notice” period

In accordance with ICANN rules, during the Bar Family Names Sunrise period, 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 Punto 2012 S.A.P.I de C.V.

Section .BAR.9. Reserved names and premium domain names

Some words are reserved or prohibited:

-<http://www.icann.org/en/about/agreements/registries/bar>

(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.

Any name that is found on the .BAR SLD block list, found at <http://www.icann.org/sites/default/files/tlds/bar/bar-apd-list-12nov13-en.csv> will be blocked by the .BAR Registry at the conclusion of the Sunrise period and may not be available to applicants during Landrush and General Availability.

Section .BAR.10. Registration term

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

Section .BAR.11. Pricing

Our prices may be viewed at:

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

The registration prices for the Bar Family Names Sunrise period will be provided by Our customer service department upon request.

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

Section .BAR.12. 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.

If You are collecting and maintaining 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.

Section .BAR.13. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BAR 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 .BAR.14. 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 acknowledge that the following policies will apply:

The Transfer Dispute Resolution Policy:

<http://www.icann.org/en/help/dndr/tdrp>

Section .BAR.15. 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 .BAR.16. 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 .BAR.17. 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.

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.

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 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 (if applicable), disclosure of data and financial regulations.

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 .BAR.18. 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,
- to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings,
- 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, or its service providers,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
 - to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet,
 - to comply with specifications of any industry group or recognized authority or Internet stability (i.e RFCs),
 - for the non-payment of fees owed,
 - 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.

In addition, in the context of registration during the Sunrise period, You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject Your request or to delete, suspend, or transfer to a third party Your domain name if the Registry receives notice that Your "SMD" file is under dispute.

It is not the obligation of the Registry to notify You in advance of the termination or expiration for any reason of Your domain name and particularly they shall be entitled, but not obligated, to immediately suspend or delete Your domain name that is in breach of the Registry terms and conditions or any other applicable law or regulation.

You 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.

- end of annex .BAR -