

ANNEX .KIWI - SPECIAL CONDITIONS FOR THE .KIWI TLD

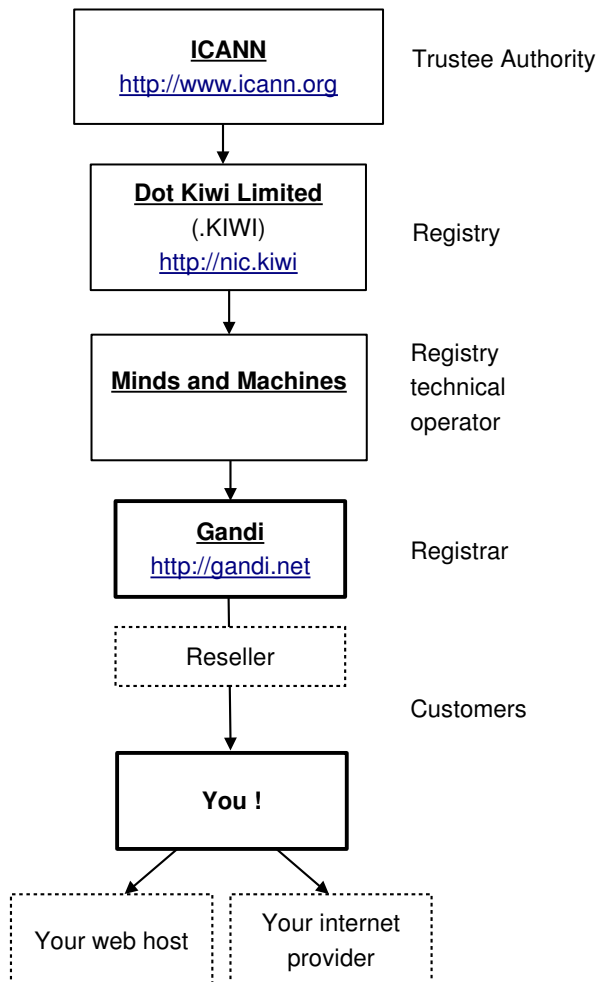
version 1.0 – the 5th of March, 2013

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

.KIWI is a generic Top-Level-Domain (gTLD) which is open to everyone who wants to promote the Kiwi culture, Kiwi being the nickname of the citizens living in New Zealand. The following diagram presents the various parties involved for the .KIWI TLD:



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

Section .KIWI.2. Registration terms and conditions

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

- Dot Kiwi Limited Acceptable Use Policy : https://dot-kiwi.com/policies_files/Dot_Kiwi_Acceptable_Use_Policy_v1.pdf
- Dot Kiwi Limited Whois and Privacy Policy : https://dot-kiwi.com/policies_files/Dot_Kiwi_Whois_and_Privacy_Policy_v1.pdf
- Dot Kiwi Reserved Name Policy : https://dot-kiwi.com/policies_files/Dot_Kiwi_Naming_Policy_v1.pdf
- Dot KIWI Registrant Agreement: https://dot-kiwi.com/policies_files/Dot_Kiwi_Registrant_Agreement_v1.pdf
- ICANN consensus Policies <http://www.icann.org/en/resources/registrars/consensus-policies>

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

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

Section .KIWI.3. Launch rules

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

The Sunrise phase will run from January 16, 2014 to March 17, 2014. The Landrush phase will run from March 17, 2014 to April 30, 2014. General opening is scheduled for May 1st, 2014. These dates are not definitive and are subject to change by the .KIWI 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 .KIWI.4. Special requirements

.KIWI special requirements are available at:

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

.KIWI domain names are open to anyone.

Section .KIWI.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.

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=2064&hideBar=False&navID=521>

5.4. Refund Conditions

You will be refunded of Your application fees in the event where Your domain name is not attributed following an auction provided the .KIWI Registry performs such refund.

Section .KIWI.6. Landrush

6.1 Eligibility rules

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

6.2 Allocation rules

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.

6.3. Refund Conditions

You will be refunded of Your application fees in the event where Your domain name is not attributed following an auction provided the .KIWI Registry performs such refund.

Section .KIWI.7. General opening

In accordance with ICANN rules, during the Landrush and 90 days upon the 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, the third parties that are the owners of 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 period concerned and can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who have 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 period concerned and the sending of Your request to the Registry.

Section .KIWI.8. Reserved names and premium domain names

Some words are reserved or prohibited:

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

(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.

Section .KIWI.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 .KIWI.10. Pricing

Our prices can be viewed at:

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

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

Section .KIWI.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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

Section .KIWI.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 .KIWI 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>
- Transfer Dispute Resolution Policy:
<http://www.icann.org/en/help/dndr/tdrp>

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

.KIWI Registry has set up the Complaint Resolution Service in addition to the above mentioned procedures. Everyone can file a complaint through the Complaint Resolution Service (CRS). This procedure is dedicated to report and address alleged illegal or prohibited conduct. The CRS rules are available here:

https://dot-kiwi.com/policies_files/Dot_Kiwi_Complaint_Resolution_Service_v1.pdf

.KIWI Registry has also created an alternative procedure called the Dispute Resolution Service (DRS) to the Courts when two parties are in dispute over who the registrant of a .KIWI domain name should be. The rules are highlighted here:

https://dot-kiwi.com/policies_files/Dot_Kiwi_Dispute_Resolution_Service_v1.pdf

Section .KIWI.13. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be 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 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 .KIWI.14. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .KIWI.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 by 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 .KIWI.16. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

You commit Yourself to indemnify, defend and hold harmless of any liability the Registry, and its subcontractors, and its and their employees, directors, administrators, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 .KIWI.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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
- 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 (URS, UDRP, DRS or CRS proceedings),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of fees to the Registry of the .KIWI.

-end of annex .KIWI-