ANNEX .GLOBAL - SPECIAL CONDITIONS FOR THE .GLOBAL TLD
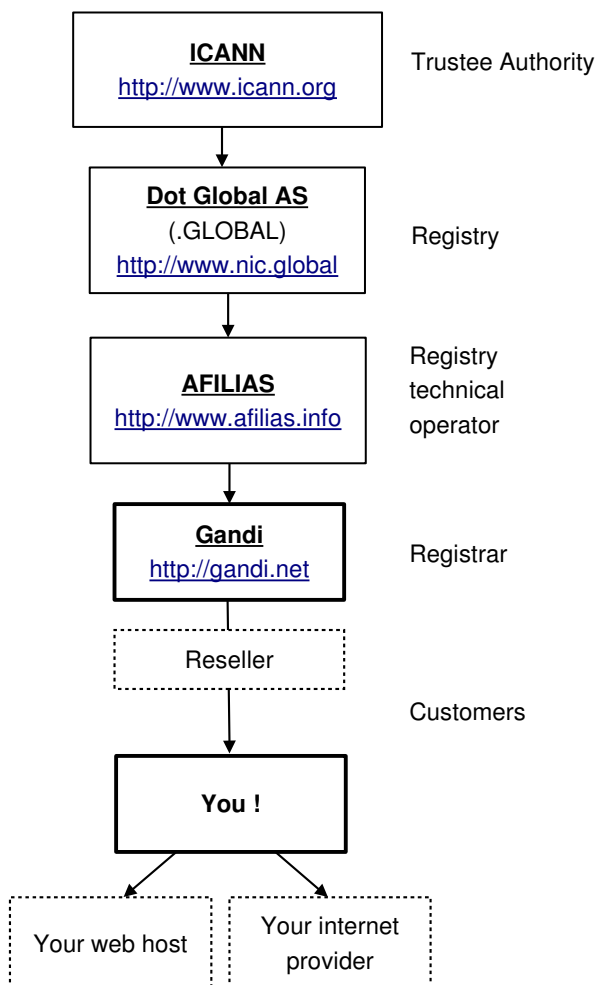
version 1.0 – July the 11th, 2014

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

.GLOBAL is a generic Top-Level-Domain (gTLD) which aims is to have a universal coverage and is open to anyone. The following diagram presents the various parties involved for the .GLOBAL TLD:

ICANN http://www.icann.org	Trustee Authority
Dot Global AS (.GLOBAL) http://www.nic.global	Registry
AFILIAS http://www.afilias.info	Registry technical operator
Gandi http://gandi.net	Registrar
Reseller	
You !	Customers
Your web host Your internet provider	

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

Section .GLOBAL.2. Registration terms and conditions

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

- .GLOBAL policies : http://nic.global/registry-policies.php
- ICANN consensus policies: http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .BLOGAL 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 .GLOBAL Registry is available at the following address: www.icann.org/en/about/agreements/registries/global

Section .GLOBAL.3. Launch rules

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

The Sunrise phase runs from the 25th of June to the 24th of August, 2014. Landrush is scheduled from the 27th of August to the 5th of September, 2014. General opening is scheduled for the 9th of September, 2014. The dates and hours of the different periods 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 .GLOBAL.4. Special requirements

.GLOBAL special requirements are available at: http://www.gandi.net/domain/global/info

.GLOBAL domain names are open to anyone.

Section .GLOBAL.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 will be available at the following webpage: http://nic.global/registry-policies.php.

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/global/global-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://nic.global/registry-policies.php

5.4. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected ("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 .GLOBAL.6. Landrush

Before the General Availability, the Registry of .GLOBAL organizes a Landrush period.

6.1 Eligibility rules

There is no eligibility rules for the registrations made during the Landrush, the period is open for everyone.

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 will be available at the following page: http://nic.global/registry-policies.php.

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 .GLOBAL.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 .GLOBAL.8. Reserved names and premium domain names

Some words are reserved or prohibited:
- http://www.icann.org/en/about/agreements/registries/global (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,
- labels connected to the International Olympic Committee, International Red Cross and Red Crescent Movement and Intergovernmental Organizations categories have been reserved,
- the ASCII label "EXAMPLE" shall be withheld from registration or allocated to the .GLOBAL Registry at the second level and at all other levels within the TLD at which the .GLOBAL Registry offers registration,
- two-character labels. All two-character labels shall be withheld from registration or allocated to .GLOBAL Registry at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than the .GLOBAL Registry, provided that such two-character label strings may be released to the extent that the .GLOBAL Registry reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard,
- in accordance with .GLOBAL Acceptable Use Policy, labels which are identified as abusive, racist, obscene or terms related to crime or offenses will be prevented from registration. The

.GLOBAL Registry can, at its own discretion, remove registered labels within these terms. The .GLOBAL Registry, has a "Registry Block List" of labels which fall into the above categories that have been blocked from registration by the .GLOBAL Registry. This list may be amended at the discretion of the .GLOBAL Registry.

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 .GLOBAL.9. Registration term

The registration term is 1 year for requests made during the Sunrise and the Landrush 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 .GLOBAL.10. Pricing

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

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

Section .GLOBAL.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 .GLOBAL.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 .GLOBAL 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

You also agree to submit to any other dispute resolution mechanism imposed by ICANN and/or organized by the Registry.

Section .GLOBAL.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.

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 .GLOBAL.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 .GLOBAL.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 .GLOBAL.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.

By submitting a registration or modification request You acknowledge that:

- You will assume sole responsibility for the registration and use of Your domain name,
- You must provide accurate information for publication in directories such as WHOIS, and promptly update this to reflect any changes,
- You must respond to inquiries from Your Registrar within fifteen (15) days, and keep Your Gandi account data current. If You chose to have Your domain name registration renew automatically, You must also keep Your payment information current

In addition, by submitting a request during the Sunrise period, You acknowledge that the Registry and/or its agents are authorized to share information relating to Your request to TMCH, other Sunrise applicants, and/or 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 indemnify, defend and hold harmless the 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 .GLOBAL.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 enforce the Registry's policies and ICANN requirements, each as amended from time to time
- where the application or registration is not in compliance with any other provision of the Launch Policy Rules of the Registry
- To protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .GLOBAL domain extension; or
- in order to comply with the political constitution, applicable laws, regulations, resolutions of Ireland, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to establish, assert, 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 or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders; or
- following the outcome of a Sunrise Dispute Resolution Request or a Registration Eligibility Dispute Resolution Request; or
- to correct mistakes made by the Registry or any Registrar in connection with a registration.

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 the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period or the Landrush period, including without limitation:
- the ability or inability of a registrant to obtain a registered name during these periods, and,
- the results of any dispute over a Sunrise registration.

- end of annex .GLOBAL -