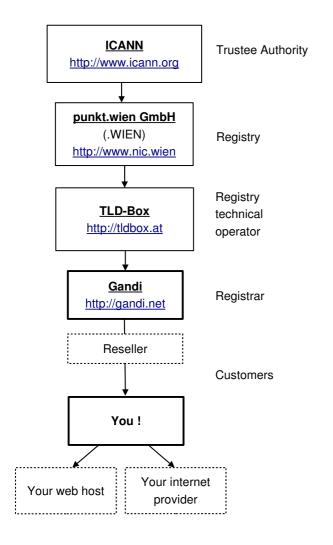**ANNEX .WIEN - SPECIAL CONDITIONS FOR THE .WIEN TLD**

version 1.0 – March the 5th, 2014

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

.WIEN is a generic Top-Level-Domain (gTLD) for the city of Vienna in Austria. The following diagram presents the various parties involved for the .WIEN TLD:

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

Section .WIEN.2. Registration terms and conditions

When You apply to register a .WIEN 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 .WIEN domain names, as defined by ICANN and punkt.wien GmbH and which may be viewed at the following pages:

- General Terms and Conditions:
  http://www.nic.wien/fileadmin/punktwien/policies/20140129_GeneralTermsConditions_V1.pdf
- General Guidelines:
  http://www.nic.wien/fileadmin/punktwien/policies/20140218_General_Guidelines_V1.pdf
- Sunrise Policies:
  http://www.nic.wien/fileadmin/punktwien/policies/20140218_Sunrise_Policies_V1.pdf
- Landrush Policies:
  http://www.nic.wien/fileadmin/punktwien/policies/20140129_Landrush_Policies_V1.pdf
- WHOIS Policies:
  http://www.nic.wien/fileadmin/punktwien/policies/20140129_WHOISPolicy_V1.pdf
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Notwithstanding anything in this agreement to the contrary, punkt.wien GmbH the Registry of the .WIEN, is and shall be an intended third party beneficiary of this agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of punkt.wien GmbH have vested and that punkt.wien GmbH has relied on its third party beneficiary rights under this agreement in agreeing to Gandi being a Registrar for .WIEN TLD. The third party beneficiary rights of punkt.wien GmbH shall survive any termination of this agreement.

Section .WIEN.3. Launch rules

The .WIEN domain name launch will occur in several phases:

Sunrise, limited registration phase, Landrush and general opening.

The Sunrise phase runs from February 11st 2014 to April 30th 2014, the limited registration period from February 11st 2014 to April 25th 2014. Landrush phase will run from 2nd June 2014 to 2nd July 2014. General opening is scheduled for 15th July 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 .WIEN.4. Special requirements

.WIEN special requirements are available at:
http://www.gandi.net/domain/wien/info

.WIEN domain names are open to any natural and moral persons **intending to show an economic, cultural, tourist, historical, social or other affinity with the city of Vienna in Austria**. .WIEN domain names must be used in connection with the above conditions, throughout the term of registration. You acknowledge that the Registry is entitled, without obligation, to verify the compliance with the eligibility conditions mentionned above.

Section .WIEN.5. Sunrise and limited registration phases

5.1 Eligibility rules

5.1.1 Sunrise

Only owners of a **trademark registered in Austria** and 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.

5.1.2 Limited registration phase

This phase is open to holders of a following right (4.2) :

- trademark registered in Austria (Austrian trademarks, Community trademarks, international trademarks extending to Austria),
- geographical indications or designations of origin,
- non-registered trademarks with a secondary meaning,
- Business Name (in accordance with the Section 17 of the Austrian Business Code (UGB)),
- specific name of a business (in accordance with the Section 9 of the Austrian Federal Statute against Unfair Trade Practices (UWG)),
- names, pseudonyms or aliases (in accordance with the Section 43 of the Austrian General Civil Code (ABGB)),
- protected titles (in accordance with the Section 80 of the Austrian Copyright Act (UrhG) or the Section 9 of the Austrian Federal Statute against Unfair Trade Practices (UWG)),
- names of monuments...

This phase is not available on Our interface, if You wish to submit a registration request during this phase, please contact Our customer service department. Additional documents must be provided upon Registry request in order to prove the protection of the requested name.

This phase is subject to the "Trademark Claim Notice" period (see Section 7).

5.2 Allocation rules

The requests made in Sunrise have priority over requests made in limited registration phase.

The requests made in a same phase 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://www.nic.wien/fileadmin/punktwien/policies/20140129_AuctionGuidelines_V1.pdf.

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://www.nic.wien/fileadmin/punktwien/policies/20140129_Sunrise_Dispute_Resolution_Policies_V1.pdf

5.4. Refund Conditions

You will be entitled to receive a partial 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).

You will be entitled to receive a total refund only if You have made a request in limited registration phase (Section 5.1.2) and the domain name has been allocated to a third party that have made a request in Sunrise (Section 5.1.1), subject to the refund by the Registry.

Section .WIEN.6. Landrush

6.1 Eligibility rules

The Landrush is open to any person eligible in accordance with .WIEN eligibility conditions (as indicated in Section 4).

6.2 Allocation rules

Landrush application 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 webpage: http://www.nic.wien/fileadmin/punktwien/policies/20140129_AuctionGuidelines_V1.pdf.

Section .WIEN.7. "Trademark Claim Notice" period

In accordance with ICANN rules, during the limited registration and Landrush phases 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 received 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/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 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 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 period concerned and the sending of Your request to the Registry.

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

Some words are reserved or prohibited:
• General Guidelines (5): http://www.nic.wien/fileadmin/punktwien/policies/20140218_General_Guidelines_V1.pdf
• agreement between ICANN and the Registry (specification 5. schedule of reserved names): http://www.icann.org/en/about/agreements/registries/wien
• names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .WIEN.9. Registration term

The registration term is 1 year for requests made during the Sunrise, limited registration 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 .WIEN.10. Pricing

Our prices can be viewed at: https://www.gandi.net/domain/price/detail/wien

Section .WIEN.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 collection, use, copying, distribution, publication in particular in the Whois database, modification and other processing of Your personal information by the Registry, its designees and agents in accordance with relevant laws and regulations about data protection, ICANN policies and the Registry Whois policy:

http://www.nic.wien/fileadmin/punktwien/policies/20140129_WHOISPolicy_V1.pdf

If applicable, You assert to have informed each of Your Contacts that their personal data will be used by the Registry as mentionned above.

Section .WIEN.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy), ERDRP (Eligibility Requirements Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .WIEN 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 ERDRP rules are available at the following pages

*   Policy:
    http://www.nic.wien/fileadmin/punktwien/policies/20140129_ERDRP_V1.pdf
*   Rules:
    http://www.nic.wien/fileadmin/punktwien/policies/20140129_ERDRP-Rules_V1.pdf

The URS rules are available at the following page:
http://newgtlds.icann.org/en/applicants/urs

In addition, You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry from time to time in the Registry rules, including but not limited to processes for suspension of a domain name by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the Registry.

Section .WIEN.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.

Section .WIEN.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 .WIEN.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 .WIEN.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.

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, 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 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 .WIEN.17. Exclusion of liability and actions of the Registry

You acknowledge and accept that the Registry reserves the right, that it deems necessary, in its sole and entire discretion, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name or any transaction:

• to comply with any applicable ICANN rules and policies, including without limitation, the agreement between ICANN and the Registry,

• 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 civil or criminal liability on the part of the Registry, its 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,
• per the terms of 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, limited registration 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.

-end of annex .WIEN-