

## ANNEX .QPON - SPECIAL CONDITIONS FOR THE .QPON TLD

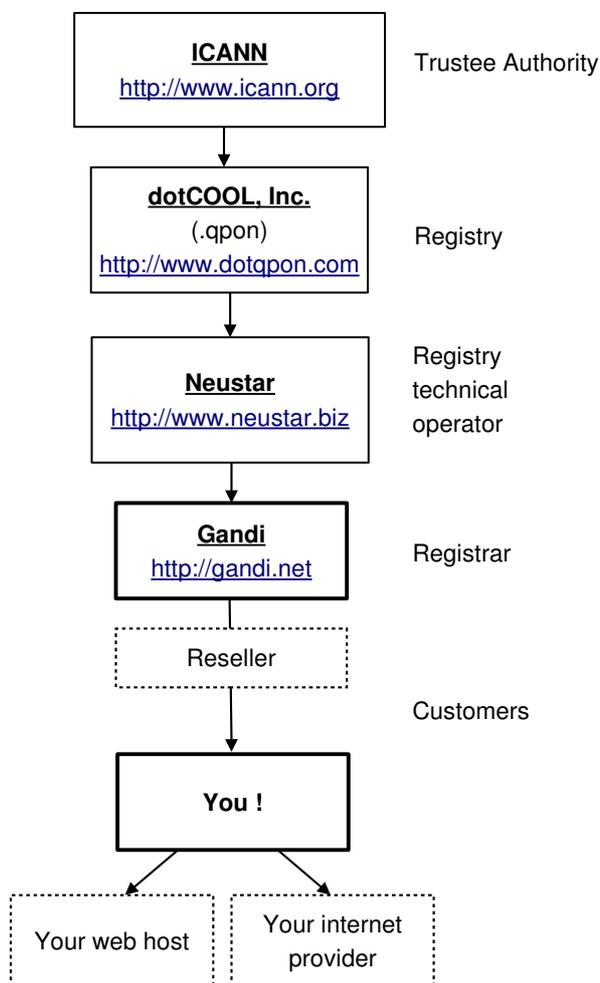
version 1.0 – March the 31st, 2014

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

.QPON is a generic Top-Level-Domain (gTLD) for websites that offer or accept coupons. The following diagram presents the various parties involved for the .QPON TLD:



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

### Section .QPON.2. Registration terms and conditions

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

- Launch Policy:  
[http://www.dotqpon.com/wp-content/uploads/2014/03/Qpon\\_Sunrise\\_Policy\\_v1.1.pdf](http://www.dotqpon.com/wp-content/uploads/2014/03/Qpon_Sunrise_Policy_v1.1.pdf)
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

You also agree to comply with the Registry Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website.

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

[www.icann.org/en/about/agreements/registries/qpon](http://www.icann.org/en/about/agreements/registries/qpon)

### Section .QPON.3. Launch rules

The .QPON domain name launch will occur in 2 phases: Sunrise and general opening.

The Sunrise phase will run from April 2nd 2014 to May 2nd 2014. General opening is scheduled for May 6th 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise 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 .QPON.4. Special requirements

.QPON special requirements are available at:  
<http://www.gandi.net/domain/qpon/info>

.QPON domain names are open to anyone.

## **Section .QPON.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**

**Domain names will be allocated after the end of the Sunrise period on a “first-come first-served” basis.**

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/qpon/qpon-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://www.dotqpon.com/wp-content/uploads/2014/03/Qpon\\_Sunrise\\_Dispute\\_Resolution\\_Policy\\_v1.1.pdf](http://www.dotqpon.com/wp-content/uploads/2014/03/Qpon_Sunrise_Dispute_Resolution_Policy_v1.1.pdf)

### **5.4. Refund Conditions**

The requests rejected by the Registry can be refunded subject to the refund by the Registry.

## **Section .QPON.6. “Trademark Claim Notice” period**

In accordance with ICANN rules, during 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 general opening, 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 general opening 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 general opening.

It is Your sole and entire responsibility to confirm, if You want, all the notices received before the general opening and the sending of Your request to the Registry.

## **Section .QPON.7. Reserved names**

Some words are reserved or prohibited:

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

### **Section .QPON.8. Registration term**

The registration term is 1 year for requests made during the Sunrise 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 .QPON.9. Pricing**

Our prices may be viewed at:

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

### **Section .QPON.10. 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 and publication, in particular in the Whois database, of Your personal data by the Registry in accordance with the Registry privacy policy as will be published on the Registry website.

### **Section .QPON.11. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .QPON 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 .QPON.12. 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 having read and understood and agree to be bound by the terms and conditions of the ICANN Transfer Dispute Resolution Policy, available at the following page:

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

### **Section .QPON.13. 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 .QPON.14. 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 .QPON.15. 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 request You acknowledge having the authority to enter into the present contract.

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 the technical operator of the Registry and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with 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 .QPON.16. 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 any domain name:

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the

Internet (ie: RFCs),

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the Registry or domain names system, or Internet,
- 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 liability, civil or criminal, on the part of the Registry and the technical operator of the Registry, and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for non-payment of fees to 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.

- end of annex .QPON -