

ANNEX .ART - SPECIAL CONDITIONS FOR THE .ART TLD

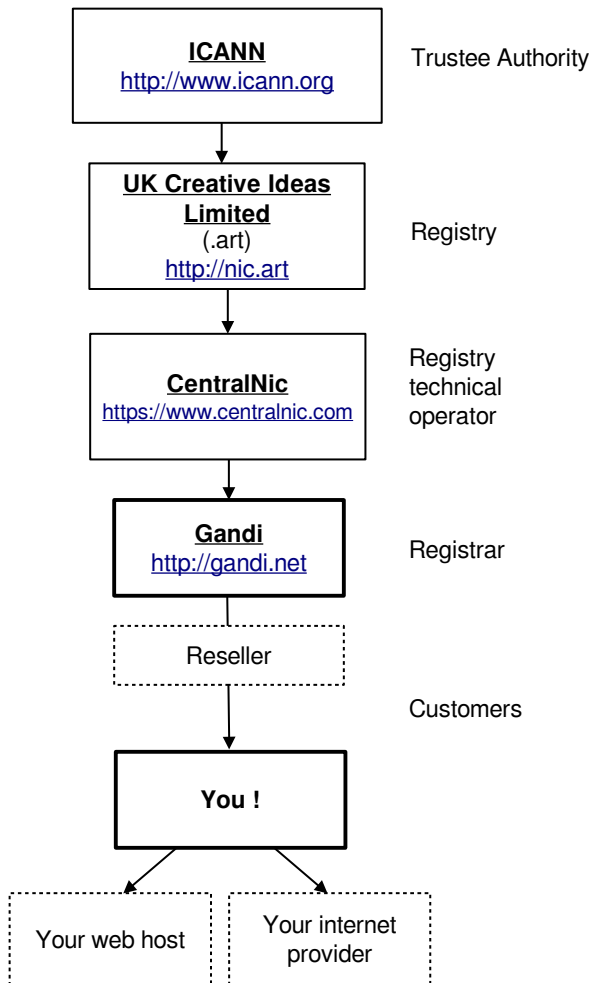
version 1.0 – December the 6th, 2016

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

Section .ART.1. Trustee authority and Registry

.ART is a generic Top-Level-Domain (gTLD) dedicated to the world of arts and culture. The following diagram presents the various parties involved for the .ART TLD:



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

Section .ART.2. Registration terms and conditions

When You apply to register a .ART 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 .ART domain names, as defined by ICANN, UK Creative Ideas Limited and CentralNic and which may be viewed at the following pages:

- Registry Policies :
<http://nic.art/wp-content/uploads/2016/12/Dot-ART-Registry-Policies.pdf>

- Launch Policies:
<http://nic.art/wp-content/uploads/2016/12/DOT-ART-Launch-Policies-final.pdf>
- Registration agreement requirements (pursuant to Our accreditation agreement with the Registry) in schedule A
- CentralNic Terms and Conditions:
<https://www.centralnic.com/support/terms/domains>
- CentralNic Privacy Policy:
<https://www.centralnic.com/pdfs/Privacy%20Policy%20v1.0.pdf>
- Phishing and Abuse Policies:
<https://www.centralnic.com/support/abuse>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

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

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

The Registry is not a party to this contract and Gandi does not act as agent for the Registry. However, the Registry and each of the Registry's affiliates are an intended beneficiary of any rights granted to it by this contract with the ability to enforce that right directly against You. You also acknowledge that the Registry in permitting the registration of a domain name and also in allowing a domain name to remain registered for the chosen period, relies upon the fact that You have agreed to the terms of this contract.

Section .ART.3. Launch rules

The .ART domain name launch will occur in 3 phases: Sunrise, limited registration period (Preferred Access Period) and general opening.

The Sunrise phase will run from December 7th 2016 to February 7th 2017 and the limited registration period from February 8th 2017 to May 9th 2017. General opening is scheduled for May 10th 2017. These dates are not definitive and are subject to change by the Registry.

Pre-registrations for 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 .ART.4. Special requirements

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

.ART domain names are open to anyone with an interest in the arts and culture.

Section .ART.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://nic.art/wp-content/uploads/2016/12/Dot-ART-Registry-Policies.pdf> (2. SUNRISE DISPUTE RESOLUTION POLICY)

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 .ART.6. Limited registration period (Preferred Access Period)

6.1 Eligibility rules

The limited registration period is reserved to persons who are part of the global arts and culture community. A non-exhaustive list of eligible arts categories and applicant types is provided by the Registry:

<http://nic.art/wp-content/uploads/2016/12/Dot-ART-Registry-Policies.pdf> (3.2 Eligible Arts Categories and 3.3 Eligible Registrants).

In order to proceed to the registration of a domain name during this period You must have a token provided by the Registry.

6.2 Registration procedure

To finalize Your registration request made via Our interface, You have to fill out the Registry's verification form that will be available at the following page: www.request.art.

After the Registry has successfully verified Your information, You will receive a token by email that allows You to complete Your registration request by providing this token to Our customer department.

Please note that the provision of the token is a necessary condition to the registration of a domain name during this period, any registration request without token will not be sent to the Registry.

After the end of the limited registration period, Gandi will be no longer able to send registration requests to the Registry for this phase. So it is Your responsibility to provide Your token to Gandi via Our customer department within the deadlines and no later than few days before the end of the limited registration period, so Gandi will be able to send Your request to the Registry. In any case, You acknowledge and accept that Gandi will be not responsible of the non-registration of Your domain name due to the late provision of Your token.

The token provided by the Registry is only valid for one registration. If You want to register several domain names, You have to request new tokens via the “new token link” contained in the Registry's verification email. The new tokens will be provided to You automatically without delay.

The Registry reserves the right to deny any request for verification during this period. Moreover, the Registry also reserves the right to delete, without refund, any domain name that does not follow the aims of the limited registration period.

Pre-registration during the limited registration period are not available on Our interface, registrations will be available on the opening of this period by the Registry by selecting the “Landrush” phase on Our interface.

6.3 Allocation rules

Domain names are allocated under the “first come first served” basis subject to the provision of a valid token.

6.4 Refund Conditions

If Your registration request is not validated by the Registry, You will

be entitled to a refund provided that the Registry proceed to a refund.

Section .ART.7. “Early Access” period

During the first 7 days of the general opening, the Registry has an “Early Access” period during which the registration of domain names is subject to additional costs decreasing over time.

Registrations during “Early Access” period will be not available on Our interface, please contact Our customer department for any registration. It is specified that pre-registrations for general opening will be sent to the Registry only after the “Early Access” period if You do not contact Our customer department and pay the additional costs.

Section .ART.8. “Trademark Claim Notice” period

In accordance with ICANN rules, during the limited registration 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 .ART.9. Reserved names and premium domain names

Some words are reserved or prohibited, in particular:
<http://www.icann.org/en/about/agreements/registries/art>
(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.

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 notified 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 not be sent to the Registry.

Section .ART.10. Registration term

The registration term is 1 year for requests made during the Sunrise period, limited registration period and “Early Access” 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 .ART.11. Pricing

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

“Premium” domain names are subject to specific prices as indicated on Our interface during Your order (for pre-registration orders it is possible that the applicable fees are not yet communicated by the Registry at the time of Your order, see section 9 above).

Section .ART.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 consent to the use, copying, distribution, publication in particular in the public [Whois](#) database, modification and other processing of Your personal contact information by the Registry and CentralNic and their designees and agents in a manner consistent with the Registry [Privacy Policy](#) (6. WHOIS, DATA PROTECTION AND PRIVACY POLICY), ICANN policies, and with relevant mandatory local data protection and privacy laws.

Section .ART.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 .ART 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>

In addition You agree fully abide by the dispute resolution procedures established by ICANN in the framework of the new extensions delegation: Post-Delegation Dispute Resolution Procedures (PDDRP). The rules applicable to these procedures are available at the following page:
<https://newgtlds.icann.org/en/program-status/pddrp>

Section .ART.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.

Section .ART.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 .ART.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 .ART.17. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information for all contacts associated to Your domain name. Failing to do so, the Registry may delete Your domain name.

You must, in particular, provide accurate administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.

You also must have any necessary authorizations, charters, licenses and/or related credentials for Your business sector.

If You collect and maintain sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies and/or regulations.

You agree to comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection,

consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

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.

To the extent permitted by applicable law, You shall indemnify, defend, and hold harmless the Registry, CentralNic and their officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys from and against any and all claims, loss, liability, claims, demands, damages, cost or expense, causes of action, suits, including, but not limited to, all proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis, and costs (including claims without legal merit or brought in bad faith), relating to or arising to the registration and/or use of Your domain name or any breach of the present contract. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from You that it can satisfy and fulfill Your indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this contract.

Section .ART.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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- to protect the rights and property of the Registry, or to avoid any actual or potential civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders,
- to protect the integrity and stability of the Registry and 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,
- in case of breach of the present contract.

You acknowledge and agree that, to the extent permitted by applicable law, Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the launch periods, including :

- the ability or inability of a person to obtain a domain name during these periods
- the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the TMCH.

- end of annex .ART-

SCHEDULE A - REGISTRATION AGREEMENT REQUIREMENTS

Please note: These requirements reflect the Public Interest Commitments defined in the Registry Agreement as approved through ICANN's consensus decision-making processes.

Registrar agrees and undertakes to ensure that the Registration Agreement expressly contains the following provisions (where terms defined in this Agreement may be defined by Registrar in a different manner under the Registration Agreement provided the meaning is the same):

1. Requiring Registrants to:
 - a. comply with the terms and conditions of Registry's initial launch of the TLD (including all of the applicable periods defined in the Launch Policy) and further acknowledge that, to the extent permitted by Applicable Law, Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Launch Policy, including:
 - i. the ability or inability of a registrant to obtain a Registered Name during the periods defined therein; and
 - ii. the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the Trademark Clearinghouse;
 - b. acknowledge and agree that all domain names in the TLD will be subject to the ICANN Requirements and Registry Policies;
 - c. consent to the use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the Registry Privacy Policies, current ICANN policies, and with relevant mandatory local data protection and privacy laws;
 - d. submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, ICANN's Uniform Domain Name Dispute Resolution Policy (**UDRP**), Post-Delegation Dispute Resolution Procedures (**PDDRP**) and the Uniform Rapid Suspension System (**URS**);
 - e. provide accurate registration information for the Registered Name (including email address confirmed by return email or other method), and immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
 - f. provide accurate administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;
 - g. agree that the Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration;
 - h. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies and/or regulations if they collect and maintain sensitive health and financial data;
 - i. have any necessary authorisations, charters, licences and/or related credentials for their participation in the relevant market;

- j. comply with all ICANN Requirements and all operational standards, policies, procedures and practices for the TLD established from time-to-time consistent with ICANN Requirements;
 - k. comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
2. Requiring Registrants to acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on “registry lock”, “hold” or similar status, as it deems necessary, in its unlimited and sole discretion:
 - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);
 - b. to correct mistakes made by Registry or any registrar in connection with a domain name registration;
 - c. to protect the rights and property of Registry and to avoid any potential or actual liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - d. to protect the integrity and stability of the Registry System and the operation of the DNS;
 - e. to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or
 - f. for violation of the terms and conditions set forth in any applicable Registration Agreement.
 3. Prohibiting Registrants from 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, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the Registered Name engaged in such activities.
 4. Obtaining Registrants’ express consent for the collection and use of Personal Data for the provision of Registry Services and the express consent of each registrant applicant to being contacted by Registry in accordance with the Registry Policies.
 5. Obtaining Registrant’s agreement to comply with the Acceptable Use Policy comprised in the Registry Policies.
 6. Notifying Registrants of Registrar’s obligations including:
 - a. enforcing all ICANN policies including the requirement to provide accurate contact information for the Registrant; and
 - b. publishing any underlying Registrant information in WHOIs if the privacy and/or proxy provider determines that Registrant has breached its obligation to provide accurate contact information.
 7. Including provisions substantially as follows (where any capitalised terms have been defined in the Registration Agreement):

- a. *“To the extent permitted by Applicable Law, Registrant shall indemnify, defend and hold harmless indemnify, and hold harmless UK Creative Ideas Limited (the registry operator for .ART), [Name of Registry Services Provider] (the registry operator’s current back-end technical services provider) and such parties’ officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the **Registry Related Parties**) from and against any and all claims made by third parties against the Registrant loss, liability, claims, demands, damages, cost or expense, causes of action, suits, or Registry Related Parties, including, but not limited to, all proceedings, judgments, awards, executions and liens, including lawyers’ fees on a full indemnity basis, and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, including Registrant’s use, display, exploitation, or registration of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from Registrant that it can satisfy and fulfil its indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement.”; and*
- b. *“The Registry is not a party to this Agreement and the Registrar does not act as agent for the Registry. However, the Registry and each of the Registry Affiliates are an intended beneficiary of any rights granted to it by this Agreement with the ability to enforce that right directly against Registrant (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise). Registrant and Registrar also acknowledge that the Registry in permitting the registration of a Domain Name and also in allowing a Domain Name to remain registered in the TLD, relies upon the fact that Registrant and the Registrar have agreed to the terms of this Agreement.”*