ANNEX .BANK - SPECIAL CONDITIONS FOR THE .BANK TLD MANUALLY MANAGED THROUGH GANDI'S CORPORATE SERVICE
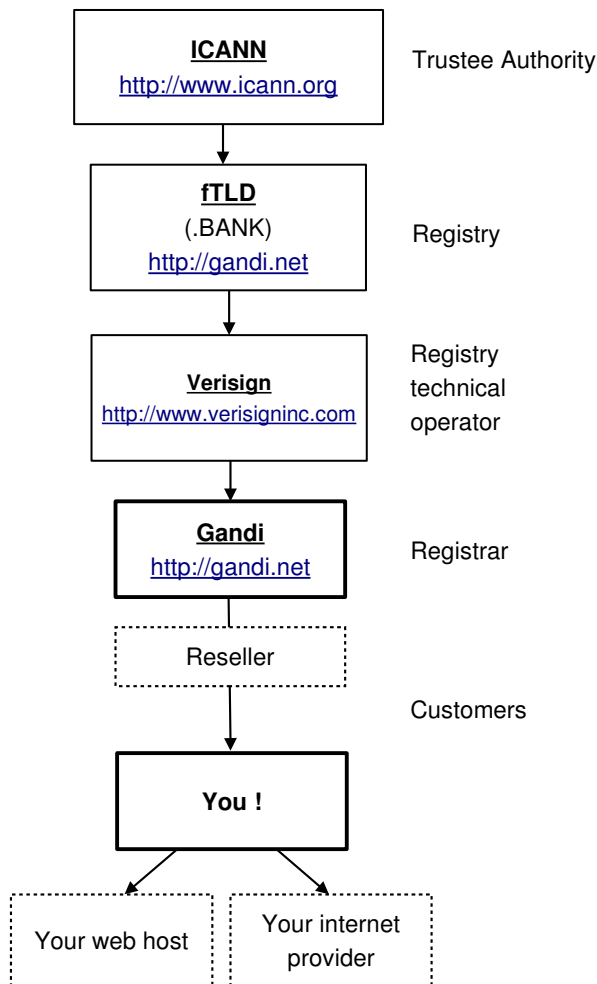
version 1.0 – May the 12th, 2015

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

.BANK is a generic Top-Level-Domain (gTLD) which aim is to secure gTLD's to the banking community. The following diagram presents the various parties involved for the .BANK TLD:

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

Section .BANK.2. Registration terms and conditions

When You apply to register a .BANK 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 .BANK domain names, as defined by ICANN and fTLD Registry LLC and which may be viewed at the following pages (https://www.ftld.com/WP/policies/ and https://www.ftld.com/resources) including :

- Acceptable Use / Anti-Abuse Policy
  https://www.ftld.com/WP/wp-content/uploads/2014/11/fTLD-Acceptable-Use-Anti-Abuse-Policy-BANK-20150606.pdf
- Name Allocation Policy
  https://www.ftld.com/WP/wp-content/uploads/2014/11/fTLD-Name-Allocation-Policy-BANK-20150606.pdf
- Name Selection Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Name-Selection-Policy-BANK-20150316.pdf
- Privacy Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Privacy-Policy-20150316.pdf
- Registrant Eligibility Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Registrant-Eligibility-Policy-BANK-20150316.pdf
- Registrant Eligibility Dispute Resolution Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Registration-Eligibility-Dispute-Resolution-Policy-BANK-20150316.pdf
- Reserved Names Challenge Policy
  https://www.ftld.com/WP/wp-content/uploads/2014/11/fTLD-Reserved-Names-Challenge-Policy-BANK-20150606.pdf
- Sunrise Dispute Resolution Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Sunrise-Dispute-Resolution-Policy-BANK-20150316.pdf
- Whois Access Policy
  https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Whois-Policy-BANK-20150316.pdf
- ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

These contracts bind You to the .BANK 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 .BANK Registry is available

at the following address:
www.icann.org/en/about/agreements/registries/bank

In the framework of its Gandi Corporate Service, Gandi allows You to register Your domain name in .BANK which will only be available to Our Gandi Corporate customers.

Registration and management of the .BANK is done manually by Gandi and they are therefore subject to processing times which may vary from a few hours/days to several weeks. Gandi allows You to place Your orders directly on Our site and to manage Your domain names under this extension in Your Gandi interface, however, Your request(s), and/or changes are not automatically transmitted to the Registry and will not take effect until the Registry has received and validated them.

Section .BANK.3. Launch rules

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

The Sunrise phase will run from the 18th of May, 2015 to the 16th of June, 2015. General opening is scheduled for the 24th of June, 2015. 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 .BANK.4. Special requirements

.BANK special requirements are available at:
http://www.gandi.net/domain/bank/info

.BANK domain names are open to eligible members of the global banking community that meets the eligibility criteria sets in the registrant eligibility policy available at the following link: https://www.ftld.com/WP/wp-content/uploads/2015/03/fTLD-Registrant-Eligibility-Policy-BANK-20150316.pdf

Section .BANK.5. Registration procedure with Gandi:

Registering a .BANK domain name is done directly on the Gandi interface and then manually by Gandi at the Registry on Your behalf. Consequently, the registration of Your domain name will not be immediately effective when You will place an order on Our site. Gandi will forward Your application for registration to the Registry within two (2) working days after confirmation of Your order on Our site. Given that registration of a .BANK domain name is handled manually, the time needed to validate and process Your application by the Registry after delivery of Your application by Gandi to the Registry can vary.

Section .BANK.6. Security requirements

You acknowledge that the Registry's requirements in terms of security are as follows:

-The Registry will perform mandatory verification of Charter/Licensure for regulated entities to ensure that only legitimate members of the global banking and insurance communities are awarded domain names
-The Registry will perform mandatory re-verification of registration data every two years or at domain renewal, whichever comes first, to ensure ongoing eligibility for domain names.
-The Registry will use Domian Name System Security Extensions (DNSSEC) to ensure that Internet users are landing on participants' actual websites and not being misdirected to malicious ones.
-The registration of a .BANK necessary requires email authentication to mitigate spoofing, phishing and other malicious activities propagated through emails to unsuspecting users
-The registration of a .BANK requires also that You can activate a multi-factor authentication to ensure that any change to registration data is made only by autorised users of the registered entity
-As an ancillary service, while registering a .BANK You will have access to strong encryption to ensure security of communications over the Internet
-You acknowledge that You are prohibited to use proxy, rivacy registration services to ensure full disclosure of domain registration information

You acknowledge to have fully understand and to comply to the security requirements of the Registry which are laid down on the following link: https://www.ftld.com/WP/wp-content/uploads/2014/12/fTLD-Security-Requirements-20141217.pdf

Section .BANK.7. Sunrise

7.1 Eligibility rules

Only owners of a trademark registered with the trademark rights protection mechanism "TMCH" (Trademark Clearinghouse) established by ICANN and which meet the eligibility criteria set by the Registry 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.

7.2 Allocation rules

Sunrise applications are reviewed on a "first-come first-served" basis.

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.

7.3 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:
https://www.ftld.com/WP/wp-content/uploads/2015/01/fTLD-Sunrise-Dispute-Resolution-Policy-BANK-20141217.pdf

7.4. Refund Conditions

In any case, You will not be entitled to receive any 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, if a third party has successfully challenged the domain name registration …) unless the Registry states otherwise.

Section .BANK.8. "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 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 .BANK.9. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/bank
(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 supported.

Section .BANK.10. 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 .BANK.11. Pricing

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

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

You acknowledge that in case of rejection of Your application by the Registry, verification fees will be withdrawn

Vous reconnaissez qu'en cas de rejet de Votre demande d'enregistrement par le Registre, des frais de vérification, déterminés à la discrétion du Registre, ne seront pas remboursés.

Section .BANK.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 accept that the Registry can access Your personal contact information and display it in the public Whois database.

You acknowledge that the Registry expressly prohibits the use of proxy or private domain name registration services in .BANK.

Moreover You acknowledge that You have given Your consent to the Registry to collect and use Your personal data.

Section .BANK.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 .BANK 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 must comply with, all Public Interest Commitments (as set forth in specification 11 to the Registry agreement as amended from time to time) and community registration policies (as set forth in Specification 12 to the Registry Agreement, (as amended from time to time).

Besides, You agree to comply with ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

You agree that in the event of any dispute concerning the time of the entry of a registered name registration into the Registry system, the timestamp shown in the Registry system records shall control.

Section .BANK.14. Administrative and technical management:

Management (modification of personal data, contacts and DNS, renewal, transfer …) of Your .BANK domain name(s) is also done manually, Your changes and/or operations performed on Our site are not processed automatically nor are they immediately effective, Gandi transmits these on Your behalf to the Registry within two (2) business days. The time needed to validate and process Your application by the Registry after the transmission of Your request and/or changes by Gandi to the Registry can vary.

14.1 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 one 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 requires Your confirmation (by e-mail). After You have confirmed the transfer, Gandi will submit maually Your transfer request to the Registry.

Upon successfully transferring a domain, the registration period is extended by one year.

14.2 Ownership change:

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail. After the two parties have confirmed the change owner, Gandi will submit manually the change owner request to the Registry.

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

Section .BANK.15. Deletion process

To avoid the deactivation, renewal of Your .BANK domain name(s) must be paid for and completed no later than fifteen (15) days before the expiration date. Given that the renewal is carried out manually at the Registry, We recommend You initiate Your renewal application well before the deadline in order to take into account potential delays in processing Your application and payment method. You will be notified by email 60 days, 30 days, 15 days and 1 day before the renewal deadline.

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 .BANK.16. Gandi Disclaimer:

You acknowledge that We may not be held liable, notably, in the following cases:

-unavailability of the domain name upon the submission of the application for registration by Gandi to the Registry,
-inability or refusal by the Registry to grant a domain name which You have placed an order on Our website or by other instructions
-delays before the actual registration or transfer, and/or the application of changes requested directly on Our website or via Your instructions
-refusal by the Registry of any requested operation or if the change is no longer technically possible when Gandi requests it on Your behalf at the Registry
-failure of an operation for reasons beyond Gandi's control and despite Our best efforts
-for DNS changes, delays before change is applied and service interruption after the modification is submitted, given that these changes are processes manually.

Section .BANK.17. 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:

• Your request must contain true, accurate and up-to-date information, must be made in good faith, for a lawful purpose, and must not infringe the rights of any third party,
• You have to participate in good faith in any proceedings as established by the Registry and ICANN,
• You have to accept and abide by the rules and policies enacted by the Registry.

Moreover, You acknowledge that You must comply with any and all applicable national, state or local law, regulation or court order in relation to Your operations and registrations of the Registry TLD.
You abide Yourself to comply with all applicable laws including those that relates 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).

If You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of these services, as defined by applicable law. Besides, You must provide administrative contact information, which must be kept up-to-date for the notification of complaint 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 represent that You possess any necessary authorization, charters, licenses and/or other related credentials for participation in the sector associated with the .BANK. You must report any material changes to the validity of Your authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with the TLD in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

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 and hold harmless the Registry, the Registry Service Provider, the Registry Verification agent, and other contractually obligated vendors, and in each case, their affiliated, partners subcontractors, subsidiaries, 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 registration. This indemnification obligation shall survive the termination or expiration of this registration agreement.

Section .BANK.18. Exclusion of liability and actions of the Registry

You expressly acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any registered name on Registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:

-to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g RFC's)
-to correct mistakes made by the Registry or any Registrar in connection with a domain name registration or
-for the 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.

In addition, in the context of registration during the Sunrise period, You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject Your request or to delete, suspend, or transfer to a third party Your domain name if the Registry receives notice that Your "SMD" file is under dispute.

It is not the obligation of the Registry to notify You in advance of the termination or expiration for any reason of Your domain name and particularly they shall be entitled, but not obligated, to immediately suspend or delete Your domain name that is in breach of the Registry terms and conditions or any other applicable law or regulation.

You agree that You may not claim any compensation for damages of any sort from the Registry such as, but not limited to, any fees payable or paid within the context of a dispute initiated against any decision of the Registry.

- end of annex .BANK-