

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

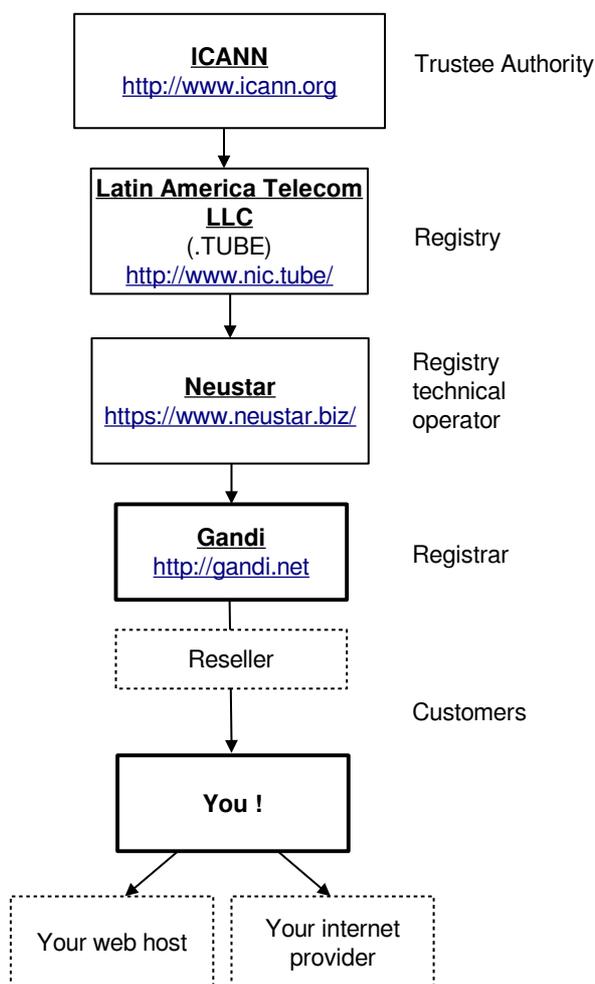
version 1.0 – January the 13th, 2016

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

.TUBE is a generic Top-Level-Domain (gTLD) which focuses on connecting people who create, watch and share video. The following diagram presents the various parties involved for the .TUBE TLD:



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

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

When You apply to register a .TUBE 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 .TUBE domain names, as defined by ICANN and Latin America Telecom LLC and which may be viewed at the following pages:

- <http://www.nic.tube/>

- ICANN consensus policies:

<http://www.icann.org/en/general/consensus-policies.htm>

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

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

### Section .TUBE.3. Launch rules

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

The Sunrise phase will run from the 21<sup>st</sup> of April to the 20<sup>th</sup> of June, 2016. General opening is scheduled for the 7<sup>th</sup> of July, 2016. 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 .TUBE.4. Special requirements

.TUBE special requirements are available at:

<http://www.gandi.net/domain/tube/info>

.TUBE domain names are open to anyone.

### Section .TUBE.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: <https://sedo.com/uk/about-us/policies-gmbh/registry-auction-terms-and-conditions/>

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.tube/>

## **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 another person during an auction, if a third party has successfully challenged the domain name registration ...).

## **Section .TUBE.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 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 .TUBE.7. Reserved names and premium domain names**

Some words are reserved or prohibited:

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

(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 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 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 be not sent to the Registry.

## **Section .TUBE.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 .TUBE.9. Pricing**

Our prices may be viewed at:

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

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

## **Section .TUBE.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 accept that the Registry can access Your personal contact information and display it in the public [Whois](#) database.

You give Your consent for collection and use of Your personal data in compliance with the Registry Privacy Policy.

### **Section .TUBE.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 .TUBE 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 acknowledge having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this agreement:

-The Uniform Domain Name Dispute Resolution Policy, available at:  
<http://www.icann.org/en/help/dndr/udrp/policy>

-The Uniform Rapid Suspension Procedure and Rules, available at:  
<http://newgtlds.icann.org/en/announcements-and-emia/announcement-05mar13-en>

-The Transfer Dispute Resolution Policy, available at:  
<http://www.icann.org/en/help/dndr/tdrp>

The UDRP sets forth the terms and conditions in connection with a dispute between a registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by registrant. The Registry is not required to ensure that a domain name is being used in compliance with the UDRP.

The URS is one of new Rights Protection Mechanisms available in the new gTLD program. It complements the existing UDRP by offering a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement. The URS procedure defines the URS claims process.

The TDRP sets forth the terms under which a dispute relating to Inter-Registrar domain name transfers are handled. Registrars are encouraged to first of all attempt to resolve the problem among the Registrars involved in the dispute. In cases where this is unsuccessful and where a Registrar elects to file a dispute, the TDRP procedures apply. Registry is not required to ensure that a domain name is being used in compliance with the TDRP processes.

### **Section .TUBE.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.

### **Section .TUBE.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 .TUBE.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 .TUBE.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 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 the authority to enter into the registration agreement
- 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.

You also commit Yourself to comply with:

- ICANN standards, policies, procedures, and practices for the Registry as set forth in the Registry Agreement
- operational standards, policies, procedures and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies,

procedures, and practices and Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry's notification to Registrar of the establishment of those terms and conditions.

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, its affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (including on appeal) arising out of or relating in any way to Your domain name, including, without limitation, the choice, registration, renewal, deletion, transfer or use of Your domain name and/or the violation of any applicable terms and conditions governing the registration of a domain name. You shall not enter into any settlement or compromise of any such claim without Gandi's prior written consent that shall not be unreasonably withheld. 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 .TUBE.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 or similar status Your domain name:

- 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 with a domain name registration or
- for the non-payment of fees
- to protect the integrity, security and stability of the Internet or Registry
- comply with any applicable law, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution processed
- to avoid any liability, civil or criminal on the part of the Registry and Registry service provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders
- for violations of this agreement
- to ensure compliance with ICANN and/or Registry policies and/or procedures

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.

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