ANNEX .BLOG - SPECIAL CONDITIONS FOR THE .BLOG TLD

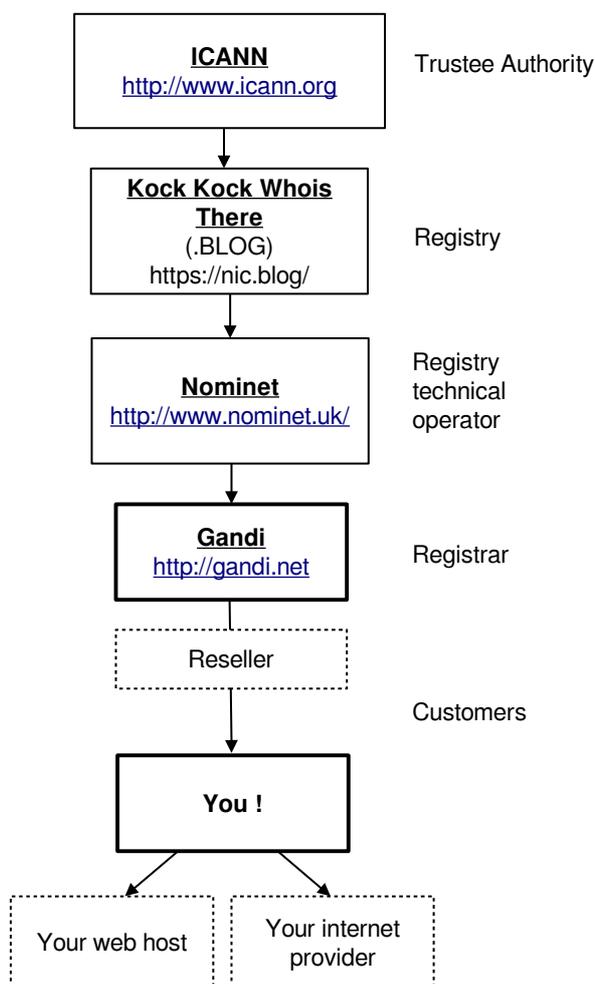*version 1.0 – July the 25th, 2016*

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

.BLOG is a generic Top-Level-Domain (gTLD) which is aimed to be used as an intuitive online namespace providing customers quality blogging services. The following diagram presents the various parties involved for the .BLOG TLD:

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

Section .BLOG.2. Registration terms and conditions

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

• Registry Policies :

• https://nic.blog/registry-policies-privacy/
• ICANN consensus policies:
  http://www.icann.org/en/general/consensus-policies.htm

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

Notwithstanding anything in this agreement to the contrary, Knock Knock WHOIS There, LLC, the Registry of the .BLOG TLD, is and shall be an intended third party beneficiary of this registration agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Knock Knock WHOIS There, LLC have vested and that Knock Knock WHOIS There, LLC has relied on its third party beneficiary rights under this registration agreement in agreeing to Gandi becoming a registrar for the .BLOG TLD. Additionally, the third party beneficiary rights of Knock Knock WHOIS There, LLC shall survive any termination of these special conditions.

Section .BLOG.3. Launch rules

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

The Sunrise phase will run from the 18th of August, 2016 to the 17th of October, 2016. The Landrush period will run from the 2nd of November, 2016 to the 9th of November, 2016. General opening is scheduled for the 21st of November, 2016. These dates are not definitive and are subject to change by the Registry.

Preregistrations during both the Sunrise, 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 .BLOG.4. Special requirements

.BLOG special requirements are available at:
http://www.gandi.net/domain/blog/info

.BLOG domain names are open to anyone.

Section .BLOG.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://nic.blog/registry-policies-privacy/

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:
https://nic.blog/registry-policies-privacy/

5.4. 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 during an auction, if a third party has successfully challenged the domain name registration …).

Section .BLOG.6. Landrush

6.1 Eligibility rules

Any third party shall be permitted to apply for a domain name provided the domain name is not reserved, is available for registration and is not subject of a pending Sunrise challenge.

6.2 Allocation rules

Landrush 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 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: https://nic.blog/registry-policies-privacy/

When a domain name is allocated to You in the Landrush period, third parties which are the owners of an identical mark registered within TMCH are notified of Your registration.

6.3. Refund Conditions

In any case, You will not be entitled to receive any refund if Your application is rejected 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 …) unless the Registry performs a refund.

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

In accordance with ICANN rules, during the Landrush 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 .BLOG.8. Reserved names and premium domain names

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

You accept that the Registry may reserve, restrict, or block certain domain names from registration. Registry may add or remove domain names from its reserved list at any time. This reserved list of domain names shall generally consists of:
1. Names reserved for Registry operations and other purposes, including without limitation, certain premium names
2. Names that are temporarily unavailable due to processing delays from Sunrise or Limited Registration Periods, or for other reasons

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 not be sent to the Registry.

Section .BLOG.9. 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 .BLOG.10. Pricing

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

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

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

You give Your consent to the use, copying, distribution, publication, modification and other processing of Your personal data by the Registry and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy.

Section .BLOG.12. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .BLOG 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 also consent to submit to proceedings commenced under other dispute policies as set forth by Registry from time to time in the Registry policies, including but not limited to processes for suspension of a domain name 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 .BLOG TLD.

Section .BLOG.13. 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 .BLOG.14. 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 .BLOG.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 .BLOG.16. 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
- You have to comply with ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry agreement or other arrangement with ICANN
- You also acknowledge to comply with operational standards, policies, procedures, and practices for the .BLOG TLD established from time to time by Registry, including without limitation all Registry Policies. Any additional or revised Registry operational standards, policies, procedures, and practices for the .BLOG TLD shall be effective thirty (30) days after posting on Registry website. If there is a discrepancy between the terms required by the Registry agreement and the terms of the Registrar's Registration Agreement, the terms of the Registry agreement shall supersede those of the Registrar's registration agreement.
- You agree to be bound by the terms and conditions of the initial launch of the .BLOG TLD including without limitation the QLP, Sunrise Period and all LRPs, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the QLP, Sunrise Period or any LRPs, including without limitation :
(a) Your ability or unability to obtain a registered name during these periods and;
(b) the results of any dispute over a Sunrise registration

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, defend and hold harmless the Registry, and its agents, subcontractors, directors, officers, employees, affiliates and agents of each of them 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 registration and the use thereof. 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 .BLOG.17. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary in its discretion :

- to protect the integrity and stability of the Registry
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process
- to comply with any applicable Registry policies and ICANN rules or regulations, including without limitation, the Registry agreement
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors and employees
- per the terms of the registration agreement
- following an occurrence of any of the prohibited activities described in Section 16
- to correct mistakes made by Registry or any Registrar in connection with a domain name registration

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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