ANNEX .SEXY - SPECIAL CONDITIONS FOR THE .SEXY TLD

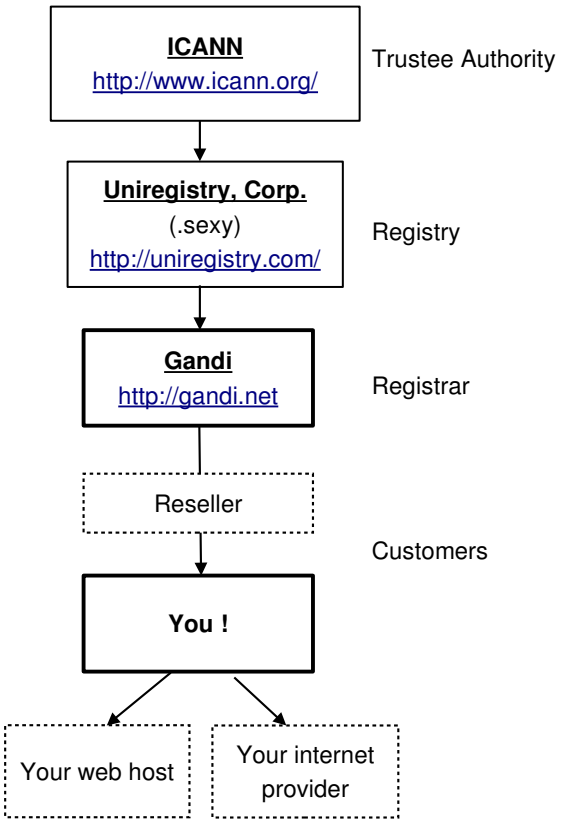
version 1.1 – February the 5th, 2014

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

.SEXY is a generic Top-Level-Domain (gTLD). The following diagram presents the various parties involved for the .SEXY TLD:



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

Section .SEXY.2. Registration terms and conditions

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

- Acceptable use policy and terms of service : http://uniregistry.com/bin/pdf/Acceptable_Use_Policy_and_Terms_of_Service.pdf
- Sunrise applicant contention resolution policy: http://uniregistry.com/bin/pdf/Sunrise_Applicant_Contention_Resolution_Policy.pdf
- ICANN Consensus Policies: http://www.icann.org/en/resources/registrars/consensus-policies

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

Section .SEXY.3. Launch rules

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

The Sunrise phase runs from December 11th, 2013 to February 9th, 2014. General opening is scheduled for February 24th, 2014. These dates are not definitive and are subject to change by the Registry.

Preregistrations for the general opening are available at Gandi: domain names can be ordered at that time, but will not yet be registered or reserved.

Section .SEXY.4. Special requirements

.SEXY special requirements are available at: https://www.gandi.net/domaine/sexy/info

.SEXY domain names are open to anyone.

By registering a .SEXY domain name, You acknowledge and accept that, in accordance with the Registry rules, the publication of any content that is considered as inappropriate for a minor audience on the homepage or the main directory to which Your domain name addresses (http://example.sexy and/or http://www.example.sexy) is strictly forbidden and You commit Yourself to prevent such a publication. This obligation does not apply to other pages and directories addressed by Your domain

name.

Section .SEXY.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 are available on the Registry website: http://uniregistry.com/bin/pdf/Sunrise_Applicant_Contention_Resolution_Policy.pdf

When a domain name is allocated to You in Sunrise period, third parties who own 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://uniregistry.com/bin/pdf/Sunrise_Dispute_Resolution_Policy.pdf

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 .SEXY.6. "Trademark Claim Notice" period

In accordance with ICANN rules, during 90 days upon the 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 received 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 send to the Registry.

If You confirm Your registration request, the third parties that are the owners of an identical mark are notified of Your registration.

For requests made in preregistration, beginning one day prior to the general opening, Gandi will notify You by email of the "Trademark Claim Notice" and Your registration request will be put in "error" until You confirm or cancel Your registration via Our interface. It being specified that, in accordance with ICANN rules, if You do not confirm the notice, Gandi will not send Your registration request to the Registry upon the general opening and can not, in any case, be held liable of the non-registration of Your domain name and particularly if the domain name is registered by a third party who have validated the "Trademark Claim Notice" upon the general opening.

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

Section .SEXY.7. Reserved names and premium domain names

Some words are reserved or prohibited:
http://www.icann.org/en/about/agreements/registries/sexy
(specification 5. Schedule of reserved names), names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .SEXY.8. Registration term

The registration term is 1 year for requests made during the Sunrise period and from 1 to 10 years for the general opening. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .SEXY.9. Pricing

Our prices can be viewed at:
https://www.gandi.net/domain/price/detail/sexy/

Section .SEXY.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.

In addition, You consent to the collection and use of Your personal data by the Registry and their publication in the Whois database.

Section .SEXY.11. Dispute resolution policy

You agree to participate in and fully abide by any decision made as part of the dispute resolution procedures adopted by the Registry, including, without limitation, the URS and the UDRP procedures.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies:
  http://www.icann.org/udrp
- explanations:
  http://www.icann.org/en/udrp/udrp.htm
- Policy:
  http://www.icann.org/en/dndr/udrp/policy.htm
- Rules:
  http://www.icann.org/dndr/udrp/uniform-rules.htm
- Dispute Resolution Service Providers:
  http://www.icann.org/en/dndr/udrp/approved-providers.htm

The URS rules are available at the following page:
http://newgtlds.icann.org/en/applicants/urs

Section .SEXY.12. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that 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.

In addition, You acknowledge having read and understood and agree to be bound by the terms and conditions of the Transfer Dispute Resolution Policy as may be amended from time to time which are available at the following page:
http://www.icann.org/en/help/dndr/tdrp

Section .SEXY.13. Ownership change

The ownership change process is available on Our Interface. It requires the confirmation of both parties by e-mail.

The owner of a domain name registered during the Sunrise period can not be changed during the 10 years following its registration.

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

Section .SEXY.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 by 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 .SEXY.15. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

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 subcontractors, and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .SEXY.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:

- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of fees to Registry.

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