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

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In addition to Gandi's General Terms and Conditions of domain name registration, the registration and use of a .JOBS domain name implies the acceptance of and compliance to the present special conditions contained herein.

All legal information and contracts can be viewed at any time via Our website. Capitalized terms have the definition attributed to them in Our <u>General Terms and Conditions</u> of domain name registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

#### Section .JOBS.1. Naming organization

.JOBS is a generic Top-Level-Domain (gTLD) dedicated to human resource sector.

The entities involved in naming organization for .JOBS are:

Trustee Authority:

ICANN: http://www.icann.org

Registry:

Employ Media LLC: http://www.goto.jobs

Registry technical operator: Nominet: https://www.nominet.uk

Registrar:

Gandi: http://gandi.net

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

### Section .JOBS.2. Registration policies

When You apply to register a .JOBS domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .JOBS domain names, as defined by ICANN and Employ Media LLC, and which may be viewed at the following pages:

Registration policy: http://goto.jobs/policies

.JOBS charter:

https://www.icann.org/resources/unthemed-pages/appendix-s-2010-08-06-en#Part1

Registry privacy policy: http://goto.jobs/privacy

ICANN consensus policies:

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

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .JOBS Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

The contract between ICANN and the .JOBS Registry is available at the following address:

http://www.icann.org/en/about/agreements/registries/jobs

# Section .JOBS.3. Special requirements

.JOBS special requirements are available at: https://www.gandi.net/en/tlds/jobs/rules

## Eligibility

The .JOBS domain names are reserved for natural or legal persons meeting the following conditions:

- Members of the Society for Human Resource Management ("SHRM"); or
- People engaged in human resource management practices that meet one of the following criteria: (i) have experience in the management of human resources employees; (ii) are certified by the Human Resource Certification Institute; or (iii) support the

SHRM Code of Ethics and Professional Conduct in Human Resources Management, as amended from time to time.

By submitting a registration request for a .JOBS domain name, You represent and warrant that You are qualified to request the registration of such a domain name.

Applications to register a .JOBS domain name are only accepted in the categories listed below:

The "company name " category :

For .JOBS domain names in this category, the company registering the domain name must be an employer.

The company name category consists exclusively of those names which are, or include:

- The legal trade name of the Company, or
- · A name by which the Company is commonly known (such as a brand name or product name).

You are responsible for providing information highlighting the company's trade name or the company's commonly known name. You represent and warrant that the information You provide us for the purpose of verifying a trade name or a commonly known name is true and accurate and refers to the company in question.

The .JOBS Registry determines in its sole discretion, whether or not a registration request for a .JOBS domain name qualifies. The registry can obtain information from third parties. The Registry may contact You (directly or through Us) for additional information. Failure to comply with this request for additional information within a reasonable time will constitute a material breach of this Agreement and may result in the rejection of your .JOBS domain name registration request.

The Registry determines the level of information and/or evidence required for the verification of a trade name or a well known name. It is specified that the Registry may apply different standards for each domain name.

The Registry is the only entity authorized to verify any request for registration of a .JOBS domain name. All decisions related to the audit are final and without appeal.

You are required to maintain, during the registration of Your .JOBS domain name, Your business name or Your known name. If the business name or the generally known name of the company changes, ceases to be used or is changed during the term of the registration of Your domain name, You must inform Us immediately and respond to all Our reasonable requests regarding the provision of verification information.

In the event that a change, modification or discontinuation of the use of a company's trade name or a company's commonly known name results in the breach of any of the terms or provisions of this Agreement, the Registry may consider that the domain name no longer meets the eligibility requirements of .JOBS.

Non-"company name" category:

Domain names other than "company name" are domains that are

not company names, such as industry, occupation, geographic, dictionary terms, and / or combinations thereof. Any .JOBS domain assigned in this category is awarded according to the terms and conditions defined by the Registry.

### Reserved names

Some words are reserved or prohibited, in particular: http://www.icann.org/en/about/agreements/registries/jobs (specification 5. schedule of reserved names)

### Section .JOBS.4. Registration term

The registration term is from 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared before the Expiration date.

### Section .JOBS.5. Pricing

Our prices may be viewed at: <a href="https://www.gandi.net/en/tlds/jobs/prices">https://www.gandi.net/en/tlds/jobs/prices</a>

Premium domain names are subject to specific prices as published on Our website during Your order.

# Section .JOBS.6. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public <u>Whois</u> database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

## Section .JOBS.7. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .JOBS 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:
- Dispute Resolution Service Providers: http://www.icann.org/en/dndr/udrp/approved-providers.htm

The URS rules are available at the following page: <a href="http://newgtlds.icann.org/en/applicants/urs">http://newgtlds.icann.org/en/applicants/urs</a>

# Section .JOBS.8. Transfer (change of Registrar)

You agree to comply with the ICANN transfer policy: <a href="https://www.icann.org/resources/pages/registrars/transfers-en">https://www.icann.org/resources/pages/registrars/transfers-en</a>

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.

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

#### Section .JOBS.9. Ownership change

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

The Registry will check the eligibility of the new candidate. The status of the domain name will be changed in the Registry base to "pending / create" until the end of the validation process.

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

# Section .JOBS.10. Deletion process

Upon the Expiration of the domain name, 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 name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 .JOBS.11. Registrant obligations

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.

You declare and guarantee that You comply with the .JOBS eligibility conditions and .JOBS domain name use restrictions. These policies are available here: <a href="http://goto.jobs/policies/">http://goto.jobs/policies/</a>

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, and its subcontractors, and their directors, officers, employees, agents, and affiliate from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating in any way to 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.

The Registry is an intended third party beneficiary of the present special conditions, with a right to enforce the terms and provisions contained therein.

# Section .JOBS.12. Rights 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., ICANN policies, RFC's ...),
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of the registration fees.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

The Registry, in its sole discretion, may revoke, cancel, deny, transfer, suspend, terminate or otherwise modify Your rights, subsequently thereto.

without any notice thereto, in the event of non-compliance by You with any provision of the contractual documents listed in section 2, Your eligibility requirements and the use restrictions, including but not limited to submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

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