

ANNEX .SEXY - SPECIAL CONDITIONS FOR THE .SEXY TLD

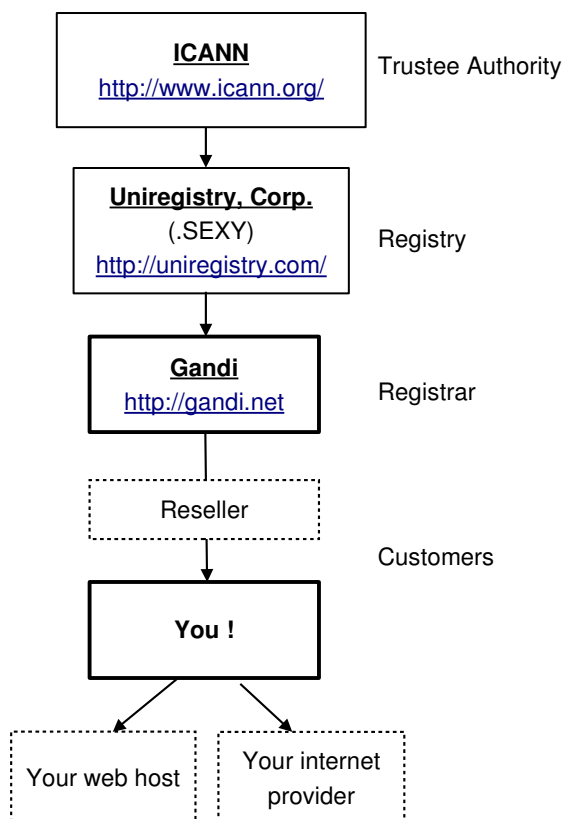
version 1.0 – December the 16th, 2013

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:

- Uniregistry, Corp. Policies:

http://uniregistry.com/bin/pdf/Acceptable_Use_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>

You agree that You are prohibited to use Your registered domain name for 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, and providing (consistent with applicable law and any related procedures).

Should You engage in such activities, You accept all consequences, including suspension of Your registered domain name by the Registry or by Us.

Section .SEXY.3. Launch rules

The .SEXY domain name launch will occur in two (2) phases: Sunrise phase and General Availability.

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 Uniregistry, Corp.

Preregistrations during General Availability phase 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/domain/gtld/sexy/info>

.SEXY domain names are open to anyone.

You expressly agree to indemnify, defend and hold harmless Uniregistry, Corp. and its subcontractors, and its 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, of Your domain name registration.

This indemnification obligation survives the termination or expiration of the contractual relationship between You and Gandi.

By registering a .SEXY domain name You forbid Yourself and commit Yourself to prevent the publication of any content that is considered as inappropriate for a minor audience on the homepage or the main directory to which Your .SEXY domain name addresses (<http://example.sexy> and/or <http://www.example.sexy>).

This obligation does not apply to other pages and directories addressed by Your .SEXY 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 will be published on the Registry's website.

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.

You recognize that domain names allocated to You during Sunrise Period may not be transferred for the first ten (10) years after 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. General opening

On general opening, the domain name will be allocated on a “first-come first-served” basis.

In accordance with ICANN rules, a “Trademark Claim Notice” period will run for ninety (90) days upon the start of the Landrush period.

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 sent 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 from one (1) up to ten (10) years for requests made during the Sunrise period and 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 .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 use, copying, distribution, publication, modification and other processing of Your personal data by the Registry.

You also accept that the Registry display Your personal contact information in the public Whois database. The Registry may also publish, particularly in the Whois database, all or any portion of a pending Sunrise request.

The Registry reserves the right to review the data indicated in the Whois database in order to verify the contact information associated to a domain name.

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.

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 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. 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 enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,

- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- in case of non-payment of the fees deed by You to Uniregistry, Corp. ;
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or any 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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