

Appendix 1

.paris Registration Policy

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Introduction

This Registration Policy sets forth the terms and conditions which govern the registration of .paris domain names. In this Registration Policy:

- a. **"Registrant"**, **"You"** and **"Your"** refer to the individual or corporate entity which applies for or wishes to register a .paris domain name.
- b. **"Registry Operator"**, **"Registry"**, **"We"**, **"Us"** and **"Our"** refer to the City of Paris, as the body responsible for operating the .paris Top Level Domain.
- c. **"ICANN"** means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

1.1 By applying to register a .paris domain name, or by asking to renew Your domain name, You agree to be legally bound by:

- a. This Registration Policy set forth by the City of Paris, regularly updated by the latter;
- b. The Registration Agreement provided by the sponsoring Registrar through which You applied for a .paris domain name; and
- c. Any other policies mandated by ICANN and regularly updated by the latter.

1.2 You shall be solely liable for compliance of the registration and use of Your .paris domain name in accordance with the documents mentioned above.

1.3 We cannot guarantee that You will obtain the domain name requested, even if an inquiry indicates that such domain name is available at the time of Your application.

2. Registration of Your .paris domain name

2.1 Eligibility conditions

2.1.1 Nexus with the .paris Community

To register and renew a .paris domain name, you must be an individual or legal entity with a bona fide presence in the Greater area of Paris at the time of registration and thereafter.

In practice, You must be able to demonstrate either:

- a. That You are a resident in the Greater area of Paris, or
- b. That You pursue professional, personal, commercial or cultural activities in the Greater area of Paris, or
- c. That You have any other direct or indirect nexus with the Greater area of Paris.

2.1.2 Geographic Names

Without permission from the City of Paris, You must not register geographical names for any subdivision of the Greater area of Paris, its monuments, symbols, local landmarks, or other locally-relevant and iconic names in the Greater area of Paris, including the variations and abbreviations thereof.

2.1.3 Names of Public Authorities and Public Services.

You must not register:

- a. Names of Public Authorities at any level, including any variations and abbreviations thereof, or other terms in common use to describe them; or
- b. Names directly or indirectly related to a public service for which Public Authorities in the Greater area of Paris have specific responsibilities. These include at least the following services: public order and public safety, public affairs and institutional relations, public health, taxation, economic development and promotion, transportation, urban planning and environmental protection, culture and education, citizen participation and tourism.

The registration of these domain names is reserved for the aforementioned Public Authorities.

2.2 "First come, first served" rule

Unless otherwise provided for in certain registration phases, the registration of domain names under the .paris top-level domain is handled on a "First come, first served" basis, i.e. Registrar requests are processed in chronological order of receipt.

2.3 Syntactic rules

Your .paris domain name shall be in accordance with the syntactic standards established by ICANN and the City of Paris.

Your domain name should in particular contain 3 to 63 characters.

Numbers, letters, hyphens, and all of the characters used in the French language are accepted, with the exception of accented and special characters.

2.4 Reserved names

The Registry Operator can, and, under certain conditions, is required to exclude certain .paris domain names from registration.

2.4.1 Names reserved as required by ICANN

ICANN provides a list of reserved domain name categories that the Registry Operator must exclude from registration, except under certain conditions.

These conditions are described in Specification 5 of the Registry Agreement.

2.4.2 Names reserved by the Registry Operator

We reserve, at Our sole discretion:

- a. the ability to make certain domain names unavailable for registration, or only allow them to be assigned under certain conditions.
- b. the right to determine the time and conditions under which said domain names may be registered and/or how they may be used.
- c. the right to publish or not to publish the list of reserved terms.

3. Use of Your .paris domain name

- a. You are solely liable for the use and operation of Your domain name.
- b. You will ensure that the use of Your .paris domain name:
 - i. is generally accepted as legitimate; and
 - ii. serves the interests of the Greater area of Paris; and
 - iii. is commensurate to the role and importance of the domain in question,
 - iv. is based on good faith at the time of registration and thereafter.

Names which do not meet these requirements include, among others, those whose use may:

* mislead or deceive the public, for instance the geographical place to which the domain refers or the official nature of its origin.

* profit from the reputation of a brand or from any other recognized right to the name in question or to a related name, by causing confusion in the public's mind.

- c. Furthermore, You undertake not to:
 - i. use Your .paris domain name in violation of any rights of third-parties, including intellectual property rights.
 - ii. use Your .paris domain name to offer third level domain name registrations to third parties as a commercial Registry Operator type service.
 - iii. use Your .paris domain name to send unsolicited commercial advertisements in contradiction with the applicable legislation.
 - iv. distribute malware, abusively operate botnets, resort to phishing, piracy, violate intellectual property rights, use fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
 - v. use your .paris domain name for the sole purpose of selling it, reselling it or transferring it in some manner to applicants. Furthermore, You will not enable, contribute or willingly aid any third party to do so.
 - vi. use Your .paris domain name in a manner that may damage or bring into disrepute the name, image or reputation of the City of Paris, its partners and/or the .paris Community.

4. Registry's rights and compliance

4.1 We reserve the right, at Our sole discretion, to:

- a. deny or cancel the registration of any .paris domain name in violation of the eligibility requirements set forth in article 2.1 above (i.e. lack of Community Nexus); and to
- b. suspend and/or cancel any .paris domain name registration whose Registrant no longer complies with the .paris eligibility criteria as required in article 2.1.

Our decision to grant, deny and/or suspend the registration of Your .paris domain name under this article may be challenged through the .paris Eligibility Restrictions Dispute Resolution Procedure ("ERDRP").

4.2 We reserve the right, at Our sole discretion, to deny, suspend and/or cancel the registration of Your .paris domain name if:

- a. You fail to follow this Registration Policy, with particular respect to the provisions of article 3;
- b. You provide inaccurate Contact Information, or fail to update it;

If We determine any lack of compliance, either in relation to this Registration Policy or to data accuracy, You will be contacted to clarify/correct the situation. If said lack of compliance is not solved within thirty (30) days, Your domain name will be suspended for at least thirty (30) days, in which You may challenge Our decision of lack of compliance of your domain name pursuant the Compliance Reconsideration Dispute Resolution Procedure ("CRDRP").

Unless the lack of compliance is corrected by this deadline, Your .paris domain name may continue to be suspended and/or may be cancelled. In case of suspension and/or cancellation of your .paris domain name under this article, You will not be reimbursed any registry fees.

4.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that We deem necessary:

- i. to protect the integrity, security, and stability of the .paris registry;
- ii. to avoid any liability on the part of the City of Paris, its agents, officers, directors, representatives and employees;
- iii. to comply with all applicable laws and regulations, or with any dispute resolution process;
- iv. to comply with any order from a Court of competent jurisdiction.

5. Dispute resolution

You adhere and agree to comply with all ICANN and City of Paris policies and procedures for resolution of disputes concerning Your .paris domain name. You agree in particular to submit to the following Dispute Resolution Policies:

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- a. The Uniform Domain Name Dispute Resolution Policy ("**UDRP**") adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> and is incorporated into this Registration Policy by reference. Any third-party challenge to Your .paris domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension ("**URS**") Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>, as well as to any other dispute policies that may be mandated by ICANN; and
- c. The .paris Eligibility Restrictions Dispute Resolution Procedure ("**ERDRP**"), which sets out the terms and conditions in connection with any challenge to a decision made by the City of Paris concerning the eligibility to register .paris domain names.

6. Accuracy of Your contact information

6.1 You will provide all the required information to register the domain name, as well as complete and accurate contact details from individuals or corporate entities associated with the domain name records, as required by the registration process, including :

- a. Your full name and/or the name of your organization, postal address, e-mail address, voice telephone number, and (where available) fax number;
- b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
- c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name; and

All of the data referred to in this Section 6.1 shall be referred to as "**Contact Information**". Providing Contact Information is mandatory in order to register a domain name.

6.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

7. Protection of Your personal data

7.1 The City of Paris will collect Your Contact Information from the sponsoring Registrars for the purposes of registering and maintaining Your .paris domain name.

You agree that Your Contact Information will be:

- a. Processed by the City of Paris to provide registry services, as required by ICANN;
- b. Made publicly available through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;
- c. Sent to a Data escrow provider, in compliance with the provisions of the Registry Agreement.
- d. Additionally, Your Contact Information may be made available to ICANN for inspection.

7.2 The City of Paris will ensure the security and confidentiality of the Contact Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.

7.3 With respect to third-party individuals (such as administrative and technical contacts) whose Contact Information You may provide Us with (via Your Registrar), You warrant that You have informed them:

- a. of the intended uses and recipients of their Contact Information,
- b. of the means allowing them to access and, if necessary, modify the Contact Information We hold about them via Your Registrar.

You also represent and guarantee that You have obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

8. Registrant liability

You will hold the City of Paris harmless against any third-party claims, complaints, actions, and objections arising from or in connection with any .paris domain name rights, registrations, uses, or transfers of .paris domain names. Consequently, You will be liable for the costs of any damages awarded against the City of Paris further to litigation, preliminary proceedings, or any other claims, including the costs incurred in defending its interests and counsel fees.

9. Policy modifications

We reserve the right to modify this Registration Policy at any time.

We will post any new versions of the Registration Policy on Our website, available at www.mondomaine.paris, at least thirty (30) calendar days before it becomes effective.

The new version will be immediately applicable to:

- i. every new domain name; or
- ii. to existing domain names as of their first renewal.

The enforceable version of the .paris Registration Policy is that available on Our website on the date of receipt by Our services of Your registration request.

10. Miscellaneous

10.1 Governing law and jurisdiction

This Registration Policy is governed by French law.

Any complaints that may arise from the interpretation or execution of this Policy shall be resolved by the competent authorities of the Courts of Paris.

10.2 Language

This Registration Policy was drafted in French and English.

In the event of any difficulty in interpreting the terms of this Policy, only the French version shall prevail between the parties.

11. Glossary

- ✓ **"Data escrow provider"**: refers to the data deposit agent that provides data escrow services described in Specification 5 of the Registry Agreement.
- ✓ **"Domain name"**: refers to a character string registered in the .paris top-level domain.
- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement.
- ✓ **"Registrar"**: refers to an organization accredited by ICANN and the Registry Operator to provide .paris domain name registration services.
- ✓ **"Registration Agreement"**: refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registry Agreement"**: refers to the contract signed by the Registry and ICANN on 30 January 2014, and available at <http://www.icann.org/en/about/agreements/registries/paris>
- ✓ The **"Trademark Clearinghouse"** is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks, that is connected to each and every new gTLD that is launched and which provides the services described on <http://trademark-clearinghouse.com>.
- ✓ **"WHOIS" or "RDDS"** (Registration Data Directory Services): refers to all WHOIS services as defined in Specification 4 of the Registry Agreement.