GAC Advice Response Form for Applicants

The Governmental Advisory Committee (GAC) has issued advice to the ICANN Board of Directors regarding New gTLD applications. Please see Section IV, Annex I, and Annex II of the GAC Beijing Communique for the full list of advice on individual strings, categories of strings, and strings that may warrant further GAC consideration.

Respondents should use this form to ensure their responses are appropriately tracked and routed to the ICANN Board for their consideration. Complete this form and submit it as an attachment to the ICANN Customer Service Center via your CSC Portal with the Subject, "[Application ID] Response to GAC Advice" (for example "1-111-11111 Response to GAC Advice"). All GAC Advice Responses must be received no later than 23:59:59 UTC on 10-May-2013.

Respondent:

Applicant Name	HEXAP
Application ID	1-1192-28569
Applied for TLD (string)	MED

Response:

ICANN
Board of Directors
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094

Paris, May 7th, 2013

Dear Members of the Board of Directors,

Hexap received and reviewed with great interest the Beijing Communiqué from the Government Advisory Committee[1].

As an applicant for the .MED Top Level Domain, we wholeheartedly agree that the string we applied for is (i) consumer-oriented, (ii) could be considered as "sensitive" and (iii) demands certain safeguards to be applied.

As you will see below, those three principles were at the core of our application long before we applied for the Top Level Domain (I.) which allows our application to match the GAC Specific Safeguards relevant to the GAC-defined category (II.) and obviously be in line with the Safeguards applicable to all new gTLDs (III.). Moreover, we are ready to listen to input from the Board, the GAC and the relevant authorities if need be (IV.).

I. Hexap's .MED Application was developed to take into account Consumer Protection and the sensitivity of the string

While the GAC has chosen not to differentiate between applications bearing the same string, Hexap believes there is much more to a Top Level Domain than a few characters. In order to facilitate the Board's assessment of the observance and/or impact of the Safeguards to Hexap's .MED, the following presents Hexap's founders, their vision, and some key points of their application in greater details.

1.   A few words about Hexap

The company is a special-purpose vehicle created for the new gTLD application, yet the team behind it **totalizes more than a decade of experience** in organizing identified and ordered Communities on the Internet.

Promopixel, Hexap's sister company which operates "SmallRegistry.net", was entrusted by the French "Conseil National de l'Ordre des Médecins" ("CNOM") to oversee and manage the Registry for the regulated sector-based subdomain ".Medecin.Fr" in strict accordance with Good Medical Practices.

Started as far as 2009, Promopixel's – and therefore the Hexap's team – ongoing and fruitful cooperation with CNOM is reflected in the "White Paper on Medical

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[1] http://www.icann.org/en/news/correspondence/gac-to-board-18apr13-en.pdf

Deontology on the Internet" (in French) published in late 2011[2]. In this white paper, CNOM goes on the record to say they wish for a .MED extension run by Hexap to be active on the Internet. CNOM is an official supporter of the Application. Relating to a possible change of regulated sector-based subdomain ".Medecin.Fr" in favor of .MED:

"The CNOM will revise its charter naming .Medecin.Fr in relation with the changes described in this White Paper and will not infringe International naming. med, that is in the process to be adopted."[3]

Under the same principles, Hexap's sister company also oversees and manages the Internet domain name identity of several other sector-based entities and regulated health professionals such as:
- chirurgiens-dentistes.fr (targeted at dental surgeons)
- pharmacien.fr (targeted at pharmacists)

All zones managed by Promopixel are regulated by specific policies. Notably, ".Medecin.Fr", ".chirurgiens-dentistes.fr" and ".pharmacien.fr" are all run by Promopixel in accordance with legal elements from the French Codes of Medical Practice.

This successful cooperation with the three French medical, dental and pharmaceutical Orders is what led our team to apply for a community-based gTLD, operated under the highest ethical standards. This initiative is supported by both medical authorities and practitioners, and piloted by HEXAP founders, some of which have sworn the Hippocratic Oath, which sets the duties of qualified professionals in their relation with patients and respect for colleagues.

This established track record and clear vision have led many prominent stakeholders in the medical field to publicly show support for Hexap's .MED initiative in letters included as attachments to answer 20f in our application and whose full list is enclosed to this document as Exhibit 5.

2. The need for a .MED

Hexap emphasizes on the fact that the French Medical Council (CNOM) establishes that *"71% of the French people are seeking medical or health information on the Internet and use the Internet in order to obtain health information"*. This clearly shows use of the Internet in such a context is a widespread practice. If the Internet is, in essence, a source of information considered not as trustworthy as others (including by doctors and pharmacists), it remains true that 74% of people visiting websites for medical information state that medical or health information they read on the Internet *appears* to them to be reliable[4].

The French Medical Council adds that « *However, only 28% of people who visit medical or health information websites know whether these sites are certified and among them, only 12% visit only certified websites. In contrast, 71% admit not to be able to differentiate between certified websites and others"*. Moreover, CNOM adds that *"Having benchmarks to identify certified websites – sites operated in*

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[2] http://www.conseil-national.Medecin.Fr/article/livre-blanc-deontologie-medicale-sur-le-web-1153

[3] Ibid., p.17

[4] Ibid.

accordance with the Code of Conduct of the "Health On The Net" Foundation[5] – would likely provide [the Internet users] with the necessary reassurances on the content of websites they visit". In fact, it was observed that Internet users who were able to identify sites as "certified" were more likely to deem the information they read on the Internet as reliable (81%, against 73% for all respondents) and reassuring (66% against 59%). » [6]

Besides, recent studies performed in 12 countries across the world – Australia, Brazil, China, France, Germany, India, Italy, Mexico, Russia, Spain, UK and the USA – highlight that nearly **half** (46%) **of people** who use the Internet to get information about health **do so to self-diagnose**[7]:

> « *Looking specifically at health-related issues, providing more and better information about health may help empower individuals, but it is a challenge to ensure that online health information is of high quality and can be trusted. Not only is there an ever increasing amount of information available, some of which may be inaccurate and out of date, it can also be difficult to identify the source of website content and if there is a link to commercial activity. The consequences of poor quality information can be serious, as it may lead to* **needless worry**, **unnecessary consultations**, **over-use of health services and/or a delay in appropriate diagnosis.** *In some circumstances, online health information may also lead to false hope, unnecessary costs and be directly* **harmful to health** *due to recommendations for unproven, ineffective, or even deliberately bogus tests and treatments.* » [8]

Taking into account these documented facts, based on widespread surveys performed on large and representative panels worldwide, Hexap as long believed the domain name industry **needs a safe and curated medical namespace** that will offer patients reliable health-related information.

This has always been Hexap's mission, culminating with its application for the .MED Top Level, which is supported by its specific policy rules[9] and the creation of a dedicated Medical ClearingHouse ("MCH") both that will be further described below. **We are convinced that the medical sector of the Internet needs regulation and policies as described in our application, supported by the specific tools we have developed. Rejecting such initiative and letting the status quo stand would only encourage the persistence and increase of the above-mentioned risks and pitfalls.**

3. Hexap is the only community-based .MED application

Hexap chose to submit community-based .MED application based on the following mission statement:
- Opening up a new namespace for the medical community that resonates worldwide (.MED is easily recognizable in over 70 languages);

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[5] http://www.hon.ch/index_f.html

[6] Ibid.

[7] http://www.bupa.com/media/44806/online_20health_20-_20untangling_20the_20web.pdf

[8] Ibid.

[9] § 20(e) of Hexap's Application – Exhibit 1

- Creating a new sphere of trust by ascribing these domain names exclusively to healthcare professionals. Practitioners, research laboratories, healthcare centers, schools and universities, organizations, institutions and industrial centers will be authorized to own and operate websites with the .MED extension;
- Implementing a certification program to reassure users that the information about the site they're reading is trustworthy, including putting them in contact with a healthcare professional or healthcare company if they wish.

In details, answer 18a of our application states that: « *.MED will be an exclusive namespace where registrations are only open to licensed health care professionals and with eligibility rules, a new zone protected by colleagues who validate the authenticity and qualifications of registrants and an application serving patients' interests*"

- Any domain name registered in .MED must be used in the best interest of patients or other health care practitioners. Parking domain names will not be allowed.

- Additionally, answer 18c states that HEXAP will at all times be entitled to restrict, limit or expand: "the category or categories of stakeholders who will be entitled to register one or more domain names in the .MED gTLD, including their criteria for qualification [...] the choice of the domain name(s) registered in the .MED gTLD by and per such eligible stakeholder (category) and the use made by an and per eligible stakeholder of a domain name registered in the .MED gTLD".

- The registration of domain names will be monitored at all times by the .MED Registry Operator. These principles will apply during the registration process, but also as regards the use the registrant is making of such a domain name.

- In answer 18b: "*Furthermore, the registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name if such domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements.* »

For all the reasons above, Hexap truly hopes that the significant support for Hexap from within the Medical Community will be taken into account by ICANN, as advised by the GAC in IV.1.e of the Communique[10]

4. Hexap will operate a "Medical Clearinghouse"

Fully conscious of the risks and responsibilities linked to operating an extension such as .MED, Hexap will take the unprecedented step to instate a **permanent Sunrise** in its Registration Rules.

As a Community applicant, Hexap has put in place specific rules to ensure registration of .MED domain names are limited to defined members of the Med community. To that end, Registrars will interface with the Medical Clearinghouse

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[10] "in those cases where a community, which is clearly impacted by a set of new gTLD applications in contention, has expressed a collective and clear opinion on those applications, such opinion should be duly taken into account, together with all other relevant information".

("MCH") which will be active for each and every domain name registration and will form an intrinsic part of the domain name lifecycle.

As stated in our application, the Medical Clearinghouse will offer the following services at all times:

- *Mandatory professional identification*: any new registrant creating a domain name will have to **prove its profession, occupation and/or professional qualifications**;
- *Continuous license checking*: every domain name renewal **will be subject to an automatic re-verification of the Registrant's credentials**, similar to the verification set out above; any registrant who has lost its accreditation, license, or professional accreditation will consequently also **not be entitled to renew its domain name registration**;
- *Professional account credential provider* for third party authentication: using a single combination of email and password, .MED domain name registrant will be able to be authenticated on websites and devices granted by the Registry Operator. This single sign-in service will benefit:
    - .MED domain name registrants being identified as a health care provider without sharing their logins and passwords; and
    - Companies willing to identify a health care provider upon sign-up on their websites and devices, by connecting to the Medical Clearinghouse.
- *Advanced WHOIS web interface*: the WHOIS data will be complemented with a full description of the domain owner's health care license, and made available to Internet users (however always bearing in mind that privacy restrictions may apply);
- In order to increase visibility of the .MED TLD and its domain name registrants, the Applicant *will also distribute SSL certificates* and deliver seals of authenticity for web publishers, in addition to the default DNSSEC implementation. These certificates intend to reinforce the security and safety aspects of .MED.

II. Hexap's application already matches specific Safeguards from the GAC

As stated above, Hexap strongly believes that the future .MED Top Level Domain should be managed in the best possible way as to ensure the protection of patients and provide practitioners with an adequate level of trust. For this reason, we were glad to see that, **as an extension that is part of the "Health and Fitness" subset of the GAC-defined Category 1,** *most if not all the safeguards that GAC says "are intended to apply to particular categories" are already taken into account in our application, as we will demonstrate as follows.*

1. Registry operators will include in its acceptable use policy that registrants comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

Due to the specific and stringent requirements of the medical sector, Hexap's Acceptable Use Policy ("AUP") will be adapted from time to time to ensure maximum compliance with the relevant rules and best practices. As stated in §4 "Registration Policies" of Section 18(b) of Hexap's application:

« The .MED registration policy is inspired by the principles reflected by the Hippocratic Oath, as well as Medical Good Practices established by various national and international organizations and institutions. These establish the obligation imposed upon the registrant to respect the interests of patients as well as the medical deontology.

[…] Practitioners […] consist of licensed health professionals and health associate professionals only. Regional restrictions may apply for all professions as not all of these professions are recognized by local authorities. »

Additionally, the AUP was constructed to benefit from various inputs from Hexap's scientific council, its regulatory supporters – such as CNOM – and of course of Hexap's founders' longstanding relationship with the relevant public authorities, including GAC representatives.

Moreover, our Application already addresses several issues raised by the GAC, as seen below:

a.   Applicable Laws

Hexap's application is very clear on the Registrants' rights and duties. Section 20(e) notably states:

« The .MED registration policy is inspired by the principles reflected by the Hippocratic Oath, as well as "medical best practices" established by various national and international organizations and institutions. These establish the obligation imposed upon the registrant to respect the interests of patients as well as the medical deontology. […]

*The holder of a domain name is committed to serving and share information aimed at patients, always considering **the best interests of patients, their dignity and privacy**. Furthermore, the registrant commits to providing information in accordance with the state of the art (scientific sources), and that is honest, clear, appropriate and meets the needs of patients with whom they engage under the .MED domain name. […]*

*When registering a domain name, the registrant must acknowledge that complaints can be filed with the Registry Operator or Medical Clearinghouse for various reasons, including but not limited to a breach of the eligibility requirements, if the information of the registrant is inaccurate or no longer up-to-date, **non-compliance with the Registry Operator's policies, trademark infringement, impersonation, illegal activities, etc. Furthermore, the registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name if such domain name is used in an illegal manner**, or if the registrant no longer meets the eligibility requirements. »*

b.   Consumer Protection

The Medical sector recognizes patients not "consumers" per se, which is why Section 18(a) states that "*the .MED gTLD purports to be an application **serving patients' interests**".* However, Section 18(b) states:

« *The .MED gTLD intends to be the top-level domain in which professionals from the health care industry will be entitled to register domain names in view of **protecting the interests of consumers**. […]*

*The .MED gTLD will thus give benefits to […] **patients seeking to exchange information in a secure environment**: in addition to DNSSEC, Internet users will be able to check on .MED WHOIS services various verified information regarding the registrant occupation (license id, professional address, diplomas).* »

Section 26, §6 also states that [Hexap] can exercise at any time control over the applied-for TLD and any and all domain names registered in this extension, and:

« *6) review whether the use that is made of a particular domain name corresponds with HEXAP's use policy, and suspend domain name registrations or even delete name servers associated with domain names that are being used in a manner that does not comply with the types of uses that are allowed by HEXAP. Therefore, it is likely that for the term of the Registry Operator Agreement that will be executed between HEXAP and ICANN following award of the applied-for TLD by the latter to HEXAP, the Registry Operator will carefully monitor and manage all domain name registrations that are being made in the applied-for TLD. This way, HEXAP will put measures in place on a continuous basis whereby, first of all, the rights and legitimate interest of third parties are safeguarded, and, secondly, the reputation and good name of the .MED TLD will be underlined at all times.* »

c. Privacy

Additionally, Section 18(b) 2. specifies:

« *WHOIS data will be complemented with a full description of the domain owner's health care license, and made available to Internet users (however always bearing in mind that **privacy restrictions may apply**).* »

Such Restrictions can also be of a technical nature, as outlined in Section 26, §2.4:

« *The Registry Operator **will protect the privacy of an individual** where required. If the Registrant of a domain name is an individual, the WHOIS service could **disclose only limited information on the Registrant**. If the Registrant wishes to disclose more information, he can instruct the Registrar to update the corresponding contact object in the Registry database […] the WHOIS service could omit the Registrant details and refer the initiator of the query to the web-based WHOIS where the WHOIS data will be disclosed in a multiple-step process.* »

Furthermore, Section 18(b) 5. States:

*The purpose of the MED gTLD is to establish a stronger **trust between patients** and health care providers on the Internet. It is then essential to first protect the interests of the patients by setting up **unambiguous registration rules and give a full transparency on registrant identity**:*

- *« No anonymous records will be allowed;*
- *Registrants must provide their full professional address and phone number verified records, reflected in the WHOIS, will include the Registrant's occupation, specialization, license ID, and the name of the issuing authority;*
- *Furthermore, these records will include academic, honorific and military titles;*
- *optional information: year of establishing, year of main diploma, university, another diploma recognized by the practitioner's regulation board;*
- *The WHOIS will expressly mention the last date on which the registrant's information has been **verified by the Registry Operator**; and*
- *Other domain names owned by the registrant will be available by request on the Medical Clearinghouse.*

This information is available with a free access to the WHOIS from port 43, the WHOIS service on the registry platform website and on the Medical Clearinghouse website equipped with domain name and registrant search engines.
This information is checked for every domain name creation, renewal, transfer and trade. This information will also be monitored by the .MED scientific council and accredited medical colleges, and will be open to any authority wanting to be a .MED stakeholder and supervise regional and professional scoped registrations. »

2. <u>Registry operators will require registrars at the time of registration to notify registrants of this requirement.</u>

As members of the ICANN Board are fully aware, the new and updated Registrar Accreditation Agreement ("RAA") that will govern the relationships between the Registry operators and Registrars have not been finalized as it is still open for comments[11]. As a result, it is difficult for Hexap to specifically address what this document may or may not allow the Registry to require of Registrars.

However, through its sister company "SmallRegistry.net", Hexap has already a long-standing relationship since 2009 with 158 different Registrars on which it has contractually imposed its strict AUP for medical subdomains such as medecin.fr and chirurgiens-dentistes.fr. SmallRegistry's existing RAA is attached as Exhibit 2 for reference but the following statements in Section VII. B2 of this document[12] show that Hexap has no problem with the spirit of this GAC's Safeguard:

« The Registrar commits to have the Registrant abide by any legal, regulatory or contractual obligation in force at the time of any particular request from the Registrant, as well as by any and all policy, process, methodology or term of use set in place by the Registry that the Registrar shall pass on to the Registrant from time to time. »

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[11] http://www.icann.org/en/news/public-comment/proposed-raa-07mar13-en.htm

[12] Translated from « Le Bureau d'enregistrement veille au respect par ses Clients de l'ensemble des dispositions légales et réglementaires de la ou des Charte(s) de Nommage dans leur version en vigueur au jour de la demande d'un acte d'administration, ainsi que de l'ensemble des politiques, procédures, méthodologies ou conditions d'utilisation définies par la société PROMOPIXEL et répercute auprès d'eux leurs mises à jour successives ».

Moreover, Hexap's intent is clear and unambiguous from our Application. Our domain lifecycle, as defined in Section 27 clearly puts emphasis on the essential role of the Registrar which will be **interfaced with the Medical Clearinghouse** and thus granted the necessary tools and accesses by Hexap in order to ensure the AUP is upheld. Specifically, Section 29 mentions such tools as follows:

« *In order to prevent abusive domain name registrations in the applied-for TLD, various steps in the domain name lifecycle will be controlled by HEXAP. In order to enable HEXAP to do this, it will provide access to* **a control panel (**"**portal**"**)** *[…]*

By way of this portal, these users can exercise at any time control over the applied-for TLD and any and all domain names registered in this extension, and in particular:

1) validate on an ongoing basis the registrant's eligibility and user rights in order to register domain names in the applied-for TLD;

2) validate whether a (about to be) registered domain name in the applied-for TLD corresponds to the naming conventions that will be established by the Registry Operator for domain names registered in the applied-for TLD;

3) validate contact information associated with registered domain names, in particular these contacts who can exercise control over the domain name itself, the name servers associated with such domain name, etc.;

4) validate specific commands, including to create, update and delete commands;

5) approve for some or all domain names any transfer or trade requests, or intervene in the execution of such requests where HEXAP suspects that such transfer or trade requests are initiated in bad faith; »

Additionally, Section 23, §2.4 states:

« *When a domain name is registered, the Registrant must provide the Registrar of the domain name with valid and up-to-date contact information. »*

3. Registry operators will require that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law and recognized industry standards.

As a Registry, Hexap will manage and control domain names, not the content attached to them nor the way the sites are managed and relevant data is protected. As ICANN itself states in its "What does ICANN do?" official page: **ICANN doesn't control content on the Internet**[13] and Registries have long abided by this core principle[14]. Obviously, should this principle evolve in the then-final Registry

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[13] http://www.icann.org/en/about/participate/what

[14] See for example the .Com Agreement (http://www.icann.org/en/about/agreements/registries/com/agreement-01dec12-en.htm) as well as ICANN's Consensus Policies (http://www.icann.org/en/resources/registrars/consensus-policies) that are both silent on any kind of content regulation.

Agreement to be signed between Hexap and ICANN, Hexap will readily set-up the necessary tools to meet its requirements. Moreover, due to Hexap's Community status, this should prove easier than for other Top Level Domains.

Indeed, Because Hexap's .MED is a community application, only strictly defined members of this community will ever be entitled to become "Registrants" in the Extension. The list of potential Registrants is attached as Exhibit 3 of this document.

All of these Registrants have in common to abide by superior sets of rules which, among others, include requirements such as Safeguard #3. By way of example, the French Medical Order states, in its white paper on Medical Deontology on the Internet[15] :

« MDs have a duty to protect confidentiality and data privacy of their patients, be it in the presentation of clinical cases or in the description of their professional activity in a website or a blog[16]. »

By way of example, Registrants in the .MED Top Level Domain who practitioners licensed in France have to abide by the strict Public Health Medical Code, whose Section L110-4 states "*Anyone using the services of a medical practitioner […] is entitled to the respect of its privacy and the secrecy of its personal health data. Such secrecy covers the entirety of the data […]* **such secrecy covers all data pertaining to the patient to which the practitioner would have had access to**".

Additionally, Section R110-1[17] states that:

« Storage of sensitive medical data by any health professional […] is subject to the rulings established by the Minister of health. Such rulings establish the security measures necessary to the storage and transmission of sensitive medical data as well as the adequate level of security.

The rulings describe:

- *Security measures for hardware, facilities and backup*

- *Identification measures necessary to limit access to the data the right users*

- *Control of identification measures and traceability of access to medical information*

- *In case of transmission between professionals, measures to ensure confidentiality of the exchanged data, including by way of cryptography. »*

Members of the Board will appreciate that the above already describe **"reasonable and appropriate security measures"** that .MED's Registrants **have to implement, even**

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[15] See http://www.conseil-national.Medecin.Fr/article/livre-blanc-deontologie-medicale-sur-le-web-1153 (in French)

[16] Les médecins ont le devoir de protéger la confidentialité des données leurs patients, que ce soit dans la présentation de cas cliniques ou dans l'évocation de leur activité professionnelle via des billets ou chroniques.

[17] See, in French: http://www.legifrance.gouv.fr/affichCodeArticle.do?cidTexte=LEGITEXT000006072665&idArticle=LEGIARTI000006908123&dateTexte=20120611

outside of the .MED Top Level Domain. It stands to reason therefore that .MED Registrants will abide by the same rules when registering in the .MED Top Level Domain.

The fact that "offline rules" already have to be observed online by practitioners is also demonstrated by a recent French Supreme Court case, attached as Exhibit 4. It states notably:

> Since Sections R 4127-216 to R 4127-219 of the Health code specify the data that the practitioner can display publicly […] use of an Internet web site is subject to the same principles and prohibition thereof[18].

Following this court case, Hexap's team showed its will to cooperate with the public authorities by distributing a specific notice to all Registrants in the "medecins.fr" domain reminding them of their duties and obligations with regards to the use and display of data on the Internet.

Such actions are in line with Section 18(b) of our application which underlines:

> « *By restricting the registrants to licensed practitioners and health care entities, the .MED TLD has therefore the potential to become the domain in which quality information with respect to health care can be found, and reliable (contact) information with respect to domain name registrants/health care practitioners can be retrieved.* »

4. <u>Establish a working relationship with the relevant regulatory, or industry self-regulatory, bodies, including developing a strategy to mitigate as much as possible the risks of fraudulent, and other illegal, activities.</u>

As explained above, Hexap already enjoys long-standing relationships with several regulatory or industry self-regulatory bodies. Exhibit 5 shows the list of Hexap's supporters, among which the French "Conseil National de l'Ordre des Médecins" ("CNOM"), the International Dental Federation ("FDI"), the French Order of Midwives… and many others, such as the UFSBD which is a Collaborating of the World Health Organization.

Hexap has also set up its **scientific council[19]** for the very purpose to allow legitimate voices in the industry to help shape various .MED policies and mitigate the risks of illegal activities.

As mentioned in §5 of Section 18(a) of our application:

> « *Registrants must provide their full professional address and phone number verified records, reflected in the WHOIS, will include the registrant's occupation, specialization, license ID, and the **name of the issuing authority**; furthermore, these records will include academic, honorific and military titles;*

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[18] Translated from « Considérant qu'aux termes des […] articles R. 4127-216 à R. 4127-219 du code [de la santé publique] précisent les indications que le chirurgien-dentiste est autorisé à faire figurer sur ses imprimés professionnels […] ; que [le] site internet […] ne saurait, sans enfreindre les dispositions précitées de ce code et les principes qui les inspirent, constituer un élément de publicité et de valorisation personnelles du praticien et de son cabinet » ;

[19] See http://aboutdotmed.com/community/

Optional information: year of establishing, year of main diploma, university, another diploma recognized by the practitioner's regulation board; the WHOIS will expressly mention the last date on which the registrant's information has been verified by Hexap; and other domain names owned by the registrant will be available by request on the Medical Clearinghouse.

[This information] **will also be monitored by the .MED scientific council and accredited medical colleges**, *and will be open to any authority wanting to be a .MED stakeholder and supervise regional and professional scoped registrations. »*

As a result, establishing relationships such as the ones recommended in Safeguard #4 will not be an issue for Hexap.

5. <u>Registrants must be required by the registry operators to notify to them a single point of contact which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.</u>

Hexap full agrees with the spirit of this Safeguard #5, to the point where §6 of Section 29 of our Application already mentions that Hexap will provide a **single point of contact** for complaints concerning every abuse.

« *COMPLAINTS POINT OF CONTACT*

As is the case for various other processes and proceedings whereby third parties' interests can be harmed, the Complaints Point of Contact that will be put in place by HEXAP will also here play a pivotal role.

Any party claiming that his trademark(s) are infringed due to the registration and use of a domain name in the applied-for TLD is able to file a complaint before the **Complaints Point of Contact** *of HEXAP. Filing these complaints will be free of charge. The Complaints Point of Contact will generally provide a written response or even resolution of the matter within 5-10 business days following the receipt of the complaint.*

Within this timeframe, the Complaints Point of Contact will investigate the complaint, and carry out ex officio investigations. As mentioned previously, the Complaints Point of Contact is entitled to suspend domain name registrations, delete name servers associated with infringing domain name registrations, or even outright revoke and block domain names from further registration if the Complaints Point of Contact is of the opinion that such a domain name potentially infringes the rights of a third party, that no legitimate use is being made by the registrant of such domain name, and that there is bad faith involved.

It is the true desire of HEXAP to have potential issues resolved by the Complaints Point of Contact. *Therefore costly litigation can be avoided and issues resolved amicably. »*

Parallel to these procedures, the registration policies described in §4 of Section 20 (e) states that « *the registrant must acknowledge that any supervising authority will be*

entitled to request the Registry Operator to suspend a domain name if such domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements.». Thus, Hexap will install a Complaints Point of Contact dedicated to authorities willing to report an abuse.

With such a choice, Hexap thus seems to **go even further than this Safeguard #5** since the Registry itself will be the first entity receiving word of any complaint or abuse reports. It would therefore be easy to adapt .MED's AUP in order to <u>require such a point of contact from the Registrant itself</u>.

Indeed, since Hexap is a so-called "thick" Registry, the registrant must specify and keep up-to-date three different types of contacts: the admin contact ("Admin-C"), or the billing contact ("Bill-C") or the technical contact ("Tech-C"). It would therefore be extremely easy to have the registrant select one of these as the required *Single Point of Contact*.

As for "the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business", thanks to Hexap's MCH every registrant has to specify to which industry or public authority they have been accredited with. As explained above, §2 of Section 20(a) of Hexap's application states:

> « *MED is a comprehensive zone that includes all licensed professionals with specific rules per country. These health professionals are not only limited to physicians and doctors but include a wide although limited range of health providers and stakeholders. Thus, a list of eligible registrants has been determined for the .MED TLD, which takes into account* **regional particularities, legal specifications and licensing procedures, and considers different national regulations regarding some medical practices***. »*

Additionally, Section 20(c) of Hexap's application states:

> « *Eligible registrants include the following:*
> - *practitioners: Qualified health and health associate professionals as defined in Q20a. Must provide a* **license identification from the relevant health Agency, Board, Council, Order or College.** *»*

While, §4 of Section 18(b) adds:

> « *If the registrant is a practitioner, he or she must certify that he or she is a health care professional who is* **licensed to practice in the country** *where he purports to be working. Any such information will need to be reported to the Medical Clearinghouse and must be* **kept up-to-date** *at all times throughout the lifecycle of the domain name. »*

This is completed by Section 20(e) of Hexap's application states:

> « **The registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name if such domain name is used in an illegal manner***, or if the registrant no longer meets the eligibility requirements. »*

As a result, "the relevant regulatory, or industry self-regulatory" will be provided with each registration and extremely easy to contact through the MCH.

6. <u>At the time of registration, the registry operator must verify and validate the registrants' authorisations, charters, licenses and/or other related credentials for participation in that sector.</u>

As explained above, this Safeguard #6 is addressed by Hexap's Med Clearinghouse. As defined in §2 of Section 18 (b) of the application, the <u>Medical Clearinghouse</u> will offer the following services:

- *Mandatory professional identification*: any new registrant creating a domain name will have to **prove its profession, occupation and/or professional qualifications**;

- *Continuous license checking*: every domain name renewal **will be subject to an automatic re-verification of the registrant's credentials**, similar to the verification set out above; any registrant who has lost its accreditation, license, or professional accreditation will consequently also **not be entitled to renew its domain name registration**;

- *Professional account credential provider* for third party authentication: using a single combination of email and password, .MED domain name registrant will be able to be authenticated on websites and devices granted by the Registry Operator. This single sign-in service will benefit:
  - .MED domain name registrants being identified as a health care provider without sharing their logins and passwords; and
  - Companies willing to identify a health care provider upon sign-up on their websites and devices, by connecting to the Medical Clearinghouse.

- *Advanced WHOIS web interface*: the WHOIS data will be complemented with a full description of the domain owner's health care license, and made available to Internet users (however always bearing in mind that privacy restrictions may apply);

- In order to increase visibility of the .MED TLD and its domain name registrants, the Applicant *will also distribute SSL certificates* and deliver seals of authenticity for web publishers, in addition to the default DNSSEC implementation. These certificates intend to reinforce the security and safety aspects of .MED.

Additionally, §2 of Section 20 (e) of our .MED Application states:

« *In order to register a domain name, the candidate registrant must certify that he or she is a health-care professional who is licensed to practice in the country where he purports to be working. Any such information will need to be reported to the Medical Clearinghouse, operated by HEXAP, and must be kept up-to-date at all times throughout the lifecycle of the domain name.* »

Verification of the credentials can be done at any time through the Medical Clearinghouse and Registrants do have to agree to the AUP at the time of registration where they would expressly guarantee holding the necessary credentials to be part of the Medical sector and be entitled to a .MED domain name.

Therefore, although the .MED application currently states that "*Any credential and valid evidence of eligibility will be only requested by the Medical Clearinghouse <u>after the domain name has been registered</u>*" however, should the Board require Hexap to implement this Safeguard #5, such check could easily be implemented at the time

of registration.

7. <u>In case of doubt with regard to the authenticity of licenses or credentials, Registry Operators should consult with relevant national supervisory authorities, or their equivalents.</u>

In order to avoid any such doubt on license or credentials, regular checks shall be performed and Hexap agrees that the "national supervisory authorities or their equivalents" are best placed to assess the result. Mechanisms are already in place to allow for such authorities to be consulted since §5 of Section 18 (b) of our Application sates:

> « *This information is checked for every domain name creation, renewal, transfer and trade. This information will also be monitored by the .MED* <u>*scientific council*</u> *and accredited medical colleges, and will be open to* **any authority wanting to be a .MED stakeholder and supervise regional and professional scoped registrations**. »

Moreover, §2 of Section 20 (a) adds that "*the Medical Clearinghouse is supervised by HEXAP's scientific council, which is consulted for providing guidelines with the help of relevant stakeholders in matters of ethics, lack of local regulation or* **if a questionable domain name registration occurs**".

8. <u>The registry operator must conduct periodic post–registration checks to ensure registrants' validity and compliance with the above requirements in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.</u>

This Safeguard #8 is specifically addressed by Hexap's Medical Clearinghouse. As already mentioned, §2 of Section 18 (b) explains that:

> « *[Medical Clearinghouse will be used for] continuous license checking: every domain name renewal will be subject to an* **automatic re-verification of the registrant's credentials**, *similar to the verification set out above; any registrant who has lost its license, or professional accreditation will consequently* **also not be entitled to renew its domain name registration.** »

While §2 (Eligibility) of Section 20 adds:

> « *In order to register a domain name, the candidate registrant must certify that he or she is a health-care professional who is licensed to practice in the country where he purports to be working. Any such information will need to be reported to the Medical Clearinghouse, operated by HEXAP,* **and must be kept up-to-date at all times throughout the lifecycle of the domain name**. »

III. Safeguards applicable to all New gTLDs

The Government Advisory Committee suggested the specific and more stringent safeguards above due to the specific consumer-oriented nature of some Top Level Domains such as .MED. Being compliant with the above, Hexap will not go into such detail with regards to the more lenient and sometimes redundant Safeguards applicable to all New gTLDs but still wishes to address them briefly as follows.

1. <u>WHOIS verification and checks</u>

Registry operators will conduct checks on a statistically significant basis to identify registrations in its gTLD with deliberately false, inaccurate or incomplete WHOIS data at least twice a year. Registry operators will weight the sample towards registrars with the highest percentages of deliberately false, inaccurate or incomplete records in the previous checks. Registry operators will notify the relevant registrar of any inaccurate or incomplete records identified during the checks, triggering the registrar's obligation to solicit accurate and complete information from the registrant.

> As already pointed out above, Hexap strongly believes that accurate whois data is essential not only to the proper operation of the Top Level Domain but also – and more importantly – to consumer confidence. §4 of Section 18(b) as well as §2 of **Section 20(e)** of our application deal with the monitoring and checks of the whois data thanks to the Med Clearinghouse.

2. <u>Mitigating abusive activity</u>

Registry operators will ensure that terms of use for registrants include prohibitions against the distribution of malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

> As already pointed out above, .MED wishes to be a trustworthy source of information for patients, which means **abuse mitigation is at the core of our application**, as notably evidenced by §3 of **Section 20(e):**
>
> « *HEXAP intends to establish domain name registration policies and acceptable use policies that will allow HEXAP to put domain names on hold or even revoke any such names if and to the extent they are:*
> - *defamatory or are being used for defamatory purposes;*
> - *harming the reputation and good name of the .MED TLD, or are used for these purposes;*
> - *are infringing trademark or other intellectual property rights of third parties;*
> - *etc.*
>
> *When registering a domain name, the registrant must acknowledge that complaints can be filed with the Registry Operator or Medical Clearinghouse various reasons, including but not limited to a breach of the eligibility requirements, if the information of the registrant is inaccurate no longer up-to-date, non-compliance with the Registry Operator's policies, trademark infringement, impersonation, illegal activities, etc.*

Furthermore, the registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name such a domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements. »

3. Security checks

While respecting privacy and confidentiality, Registry operators will periodically conduct a technical analysis to assess whether domains in its gTLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. If Registry operator identifies security risks that pose an actual risk of harm, Registry operator will notify the relevant registrar and, if the registrar does not take immediate action, suspend the domain name until the matter is resolved.

On top of **Sections 18(b) and 18(c)** already mentioned above, this question is also addressed in **Section 28** of our application:

« *HEXAP commits to implementing the preventive and curative measures described in the following paragraphs, in order to ensure that the applied-for TLD is operated in a responsible manner:*
- ○ *Control*
- ○ *Reporting*
- ○ *Anti-abuse policy*
- ○ *Monitoring*
- ○ *Prevention of orphan glue*
- ○ *Whois accuracy checks*

The Registry backend service provider, appointed by HEXAP, will put in place certain tools and methodologies in order to proactively screen for malicious conduct. Such tools include scanners that automatically scan for viruses or other forms of malware on all services deployed under applied-for domain. These tools will operate in the background, and will not affect the functioning of the applied-for TLD. »

Security risks at a technical level are also addressed in Section 23 of the application:

Diverse audit trails of all activities across software, hardware, staff, building access to ensure the security of our systems, are provided. A penalty system ensures Registrars cannot flood the Registry Platform with invalid requests, which would potentially degrade the system's performance. New connections (SYN packets) are limited on the domain name's edge routers to minimize the impact of Denial of Service (DOS) and Distributed Denial of Service (DDOS) attacks. The system is furtherprotected with a redundant intrusion detection/intrusion prevention system to exercise deep packet inspection and block risks on SQL-injection and cross site scripting.

4. Documentation

Registry operators will maintain statistical reports that provide the number of inaccurate WHOIS records or security threats identified and actions taken as a result of its periodic WHOIS and security checks. Registry operators will maintain these

reports for the agreed contracted period and provide them to ICANN upon request in connection with contractual obligations.

As already mentioned, accuracy of WHOIS records is dealt with in §5 of **Section 18(a)** of our application. As for security threats, item "Monitoring" in **Section 28** gives relevant information:

« *Also, the Registry Operator will obtain access to reports generated by its back-end registry services provider, which reports include:*
  - number of DNS queries for each particular domain name registration;
  - number of new domain names registered;
  - number of new contacts created;
  - etc.

 If any suspicious activity is being detected following analysis of these reports, the Registry Operator will thoroughly investigate the matter and take appropriate action where required. »

5. Making and Handling Complaints

Registry operators will ensure that there is a mechanism for making complaints to the registry operator that the WHOIS information is inaccurate or that the domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

As discussed above, §4 if **Section 28** discusses the "Complaints Point of Contact" which is part of Hexap's extensive Anti-Abuse Policy. Moreover, §4 of **Section 18(b) states:**

« *When registering a domain name, the registrant must acknowledge that complaints can be filed with the Registry Operator or Medical Clearinghouse for various reasons, including but not limited to a breach of the eligibility requirements, if the information of the registrant is inaccurate or no longer up-to-date, non-compliance with the Registry Operator's policies, trademark infringement, impersonation, illegal activities, etc.*

Furthermore, the registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name if such a domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements. »

6. Consequences

Consistent with applicable law and any related procedures, registry operators shall ensure that there are real and immediate consequences for the demonstrated provision of false WHOIS information and violations of the requirement that the domain name should not be used in breach of applicable law; these consequences should include suspension of the domain name.

Adverse consequences for Registrants that would violate applicable laws or policies are specified in §3 of **Section 20(e):**

« *The registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name such a domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements.* »

This is completed by §3 of **Section 29:**
« *In addition to monitor any domain names registered under the applied-for TLD and the use that is made of such domain names, the Registry will - in accordance with its domain name registration policies - at all times be entitled to intervene if any such activities have been detected.*
Measures that can be taken to include the suspension, revocation and blocking of any domain name registration and, in general, take any action necessary in order to limit or outright avoid any harm being done to the interests and reputation of third parties, the Registry Operator and its eligible registrants. »

IV. Conclusion: Community-driven and sensible, Hexap is ready to listen to the Board and the GAC

In closing, we wish to commend the GAC for recognizing that there is more to a Top Level Domain application than its string and that some "categories of strings" demand certain safeguards.

Indeed, Hexap fully understands the risks currently existing for patients trying to inform themselves on the ".com" Internet. Our ".MED" application has been specifically devised to provide an organized alternative and a workable solution to which all public and private health stakeholders will be able to contribute. As is apparent in this document, Hexap has based its own work on these principles and has long endeavoured to develop adequate protections to ensure that .MED will be a safe and trustworthy namespace.

Moreover, as practitioners themselves, Hexap's founders have made a point to develop "registry policies in line with arrangements in place offline" to quote the GAC[20]. Contrary to other applicants, Hexap strongly believes that specific responsibilities should come with being entrusted with the .MED Top Level Domain and is ready to steward the extension in accordance with the applicable legal and industry regulations.

To that end, having respectfully submitted this document as a comment to the received GAC advice, we wish to stress that the application was specifically devised to continuously welcome outside input. Internally from our supporters and our scientific council, but also externally from the "offline" authorities such as the relevant medical boards and of course from ICANN and its Government Advisory Committee.

Hexap is therefore looking forward to the next step of the process that will bring it closer to operate the .MED extension in the best possible way for patients, practitioners and ultimately Internet users at large.

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[20] GAC Beijing Communique p. 10

EXHIBIT 1

New gTLD Application Submitted to ICANN by: HEXAP SAS

String: med

Originally Posted: 13 June 2012

Application ID: 1-1192-28569

Applicant Information

1. Full legal name

HEXAP SAS

2. Address of the principal place of business

10 rue de la Paix
Paris   75002
FR

3. Phone number

+33 613 179 098

4. Fax number

+33 957 843 489

5. If applicable, website or URL

```
http://www.hexap.com
```

Primary Contact

6(a). Name

```
Mr. Jerome Lipowicz
```

6(b). Title

```
CTO
```

6(c). Address

6(d). Phone Number

```
+33 613 179 098
```

6(e). Fax Number

6(f). Email Address

```
office@hexap.com
```

Secondary Contact

7(a). Name

Ms. Daniele Laubie

7(b). Title

President

7(c). Address

7(d). Phone Number

+33 622 840 376

7(e). Fax Number

7(f). Email Address

laubie@hexap.com

Proof of Legal Establishment

8(a). Legal form of the Applicant

SOCIETE PAR ACTIONS SIMPLIFIEES

8(b). State the specific national or other jursidiction that defines the type of entity identified in 8(a).

Articles L227-1 to L227-20 and L244-1 to L244-4 of French Code de Commerce

8(c). Attach evidence of the applicant's establishment.

Attachments are not displayed on this form.

9(a). If applying company is publicly traded, provide the exchange and symbol.

9(b). If the applying entity is a subsidiary, provide the parent company.

9(c). If the applying entity is a joint venture, list all joint venture partners.

Applicant Background

11(a). Name(s) and position(s) of all directors

Daniele LAUBIE	President

11(b). Name(s) and position(s) of all officers and partners

Jerome LIPOWICZ	CTO
Joseph LIPOWICZ	Chairman

11(c). Name(s) and position(s) of all shareholders holding at least 15% of shares

AB SURGERY	Not Applicable
Jerome LIPOWICZ	CTO
Joseph LIPOWICZ	Chairman

11(d). For an applying entity that does not have directors, officers, partners, or shareholders: Name(s) and position(s) of all individuals having legal or executive responsibility

Applied-for gTLD string

13. Provide the applied-for gTLD string. If an IDN, provide the U-label.

med

14(a). If an IDN, provide the A-label (beginning with "xn--").

14(b). If an IDN, provide the meaning or restatement of the string in English, that is, a description of the literal meaning of the string in the opinion of the applicant.

14(c). If an IDN, provide the language of the label (in English).

14(c). If an IDN, provide the language of the label (as referenced by ISO-639-1).

14(d). If an IDN, provide the script of the label (in English).

14(d). If an IDN, provide the script of the label (as referenced by ISO 15924).

14(e). If an IDN, list all code points contained in the U-label according to Unicode form.

15(a). If an IDN, Attach IDN Tables for the proposed registry.

Attachments are not displayed on this form.

15(b). Describe the process used for development of the IDN tables submitted, including consultations and sources used.

15(c). List any variant strings to the applied-for gTLD string according to the relevant IDN tables.

16. Describe the applicant's efforts to ensure that there are no known operational or rendering problems concerning the applied-for gTLD string. If such issues are known, describe steps that will be taken to mitigate these issues in software and other applications.

As the .MED gTLD is depicted in US-ASCII ⁄ Standard Latin Script only, no particular operational or rendering issues are to be expected.

As is the case with any new TLD that is added to the DNS root zone, some general technical acceptance issues with the delegation of this TLD are expected. The back-end registry services provider selected by the Applicant has a significant experience in introducing TLDs to the DNS root, including previous launches of .eu, .be and recently the .sx ccTLD.

The following tests have been carried out in order to review whether the .MED TLD presented any operational or rendering issues. This included the deployment of a testing infrastructure that operated:

- an SRS for the .MED TLD of which the features have been limited to what was strictly necessary to carry out the tests described below;
- a WHOIS system, displaying domain names registered in the test environment of the .MED registry;
- an EPP and web interface for registrars;
- a DNS system, serving authoritative responses for the .MED TLD;
- a web server on which different basic websites were deployed; and
- an email server with mailboxes linked to various test domain names registered in the TLD and entered into a limited zone file which was made available through the DNS system referred to above.

The following integration tests have been carried out, by connecting various clients to the infrastructure described above:

- logging into the .MED SRS with a registrar account — using both EPP and Web interfaces;
- perform basic transactions (create, update, delete, transfer, allocate name servers, etc.) with this registrar test account;
- generation of a test-zone file for this TLD;
- navigation to and within websites using both direct navigation to the respective domain names and navigation through hyperlinks displayed on the web sites that were hosted in the testing environment;

- sending WHOIS queries to and receiving answers from port 43 in the testing environment;
- sending email messages to and receiving email messages from domain names registered in the TLD's testing environment.

Within each of the above steps, the Applicant and its selected back-end registry operator reviewed:

- whether registrar transactions with respect to these domain names were performed successfully;
- whether the zone file was correctly generated and deployed in the DNS of the test environment;
- whether domain names registered in the TLD displayed correctly in browser address bars and email clients; and
- whether email filters, spam detectors, etc. were correctly functioning.

Using the most common web browsers, email, SSH clients, etc., these tests have been carried out successfully. Therefore, to the Applicant's best knowledge and belief, no specific issues are to be expected as regards the operation and rendering of the .MED gTLD.

17. (OPTIONAL) Provide a representation of the label according to the International Phonetic Alphabet (http://www.langsci.ucl.ac.uk/ipa/).

Mission/Purpose

18(a). Describe the mission/purpose of your proposed gTLD.

For over 15 years, workgroups and commenters have been seeking ways to provide reliable medical information on and, where allowed, offer genuine healthcare products over the Internet, and this for the benefit of patients all over the world. Indisputably, a lot of health-related information currently available on the Internet is sometimes completely inaccurate, because it has been posted by individuals who are not qualified or entitled to practice healthcare-related services, like doctors, surgeons, life scientists, etc.

Up to now, no clear, structured and universally accepted methods have been found in order to effectuate these goals.

HEXAP's mission and purpose for the .MED gTLD are threefold:

  (1) federate certified and licensed practitioners in the health care sector under a clear, common, and easy to remember identifier on the Internet;

  (2) provide stakeholders within the health care sector with a platform on which they can disseminate information in relation to medical topics, and offer products and services to businesses, consumers and, more in particular, patients;

  (3) provide Internet users in general, looking for genuine and reliable

medical information, products and services with a clear and unambiguous
identifier which provides them access to such information.

HEXAP is a limited liability company that has been founded by health care
professionals. Bowing on its unparalleled experience in providing Internet-based
solutions for the health care sector, HEXAP intends the .MED extension to be a
community-based gTLD, for which it has obtained the supported from various
organizations representing many sectors, sub-sectors and branches of the health
care industry. This shows that there is a clear demand for a centralized
platform for quality health care information.

A list of organizations, companies and individuals that are endorsing this
initiative is detailed in our response to Question 20.

The missions of the .MED gTLD are the international transpositions of what HEXAP
founders have achieved these last years in collaboration with the French medical
Colleges with respect of their ethical codes.

Therefore, the .MED gTLD purports to be:

- an exclusive namespace where registrations are only open to licensed health
  care professionals and with eligibility rules;

- a new zone protected by colleagues who validate the authenticity and
  qualifications of registrants; and

- an application serving patients' interests with unambiguous and verified
  contact details of the licensed health care WHOIS service providing
  professional details on registrants.

18(b). How do you expect that your proposed gTLD will benefit registrants, Internet users, and others?

Currently, a lot of information with respect to health care, health issues,
pharmaceutical products, methods, etc. can be found on the Internet. Absent
any specific oversight over this information or the individuals,
organizations and companies that make such information available, this
clearly poses a number of risks for individuals who are looking for
health-related information.

For more than a decade, various national and international organizations,
have pointed on various occasions to risks relating to medical information
and products provided ⁄ distributed over the Internet, self-medication, etc.

The .MED gTLD intends to be the top-level domain in which professionals from
the health care industry will be entitled to register domain names in view
of protecting the interests of consumers ⁄ patients. Although the Applicant
-when awarded the .MED gTLD by ICANN- will not review the information
provided by registrants under .MED domain names, it will review the
qualifications and licenses of registrants in order to ensure that at least
the source of such information can be considered reliable.

By restricting the registrants to licensed practitioners and health care
entities, the .MED TLD has therefore the potential to become the domain in
which quality information with respect to health care can be found, and
reliable (contact) information with respect to domain name registrants ⁄
health care practitioners can be retrieved.

This model has been successfully implemented by HEXAP's sister company, PROMOPIXEL, which has secured more than 2,100 sector-based domain name registrations up to today in the following three second level domain names :

- chirurgiens-dentistes.fr (targeted at dental surgeons)
- pharmacien.fr (targeted at pharmacists)
- medecin.fr (targeted at physicians)

These three zones are regulated by specific policies that include legal elements from the French Codes of Medical Practice.

This successful cooperation with the 3 French medical, dental and pharmaceutical Orders lead our team to propose a community-based gTLD, operated under the highest ethical standards. This initiative is supported by both medical authorities and practitioners, and piloted by HEXAP founders, some of which have sworn by the Hippocratic Oath, which sets the duties of qualified professionals in their relation with patients and respect for colleagues.

The .MED gTLD will thus give benefits to:

- medical professionals (i.e., members of the ".MED Community") who would like to become a registrant in the .MED TLD;

- Internet users in general who are looking for genuine health care related information, products or services from reliable sources, being recognized professionals that are entitled to practice medicine or other health care related professions; and

- patients seeking to exchange information in a secure environment: in addition to DNSSEC, internet users will be able to check on .MED WHOIS services various verified information regarding the registrant occupation (license id, professional address, diplomas).

1. SERVICE LEVELS

    The .MED gTLD proposes a new safe namespace for the medical community, maintained by recognized and licensed practitioners in the health care sector. It is supported by various organizations and will be monitored by national and international stakeholders with whom the Applicant, its sister company (PROMOPIXEL) and their respective founders are working with for several years.

    It is therefore a TLD for the medical professions, managed and controlled by medical practitioners.

    In terms of service levels, HEXAP will ensure a quality application dedicated to health care professionals using combined 20 years experience in medical publishing and 3 years experience in registry operating:

    - legal issues regarding medical practicing;
    - medical information publishing on the Internet with regional scopes;
    - establishing relationships with health care providers and stakeholders;
    - guiding colleagues on the Internet for good medical practices;
    - ethics on the web;
    - helping the patients finding a practitioner with a neutral attitude; and
    - helping colleagues in finding a registrar with no discrimination.

    HEXAP's application is guided by the sense of ethics that HEXAP's founders have consistently demonstrated in their business dealings, and reinforced by the technical expertise renowned for partners and clients. Furthermore,

HEXAP's founders are medical practitioners who are unaffiliated with any medical or pharmaceutical company or organization. This continuous commitment guarantees that the .MED TLD will be operating independently from influences from industry.

2. INNOVATION

As of today, except in France for physicians, dentists and pharmacists, there is no opportunity for a health care provider to register a domain name at second or third level under a regulatory framework defined by Medical Colleges or Boards. While some ccTLDs do offer third level domain names for physicians (Brazil, Comoros, Ecuador, Estonia, Haiti, Libya, Oman, Panama, Saudi Arabia, Sudan and Vietnam), none of these are currently supervised by any representative health authority. Some of them do not even require a proof of license of registrants, or are only carrying out limited and random identification clearances. Most of these second level name spaces are also restricted to physicians only. None of them offers the possibility for any Internet user to check the registrant professional credentials.

The .MED gTLD establishes a relationship of trust with patients by setting up a highly monitored namespace, handled by HEXAP's Medical Clearinghouse. This specific clearinghouse is an advanced tool derived from our smallregistry.net clearance engine that is used on a daily basis by French Colleges and regulating authorities during the past 3 years.

The Medical Clearinghouse will offer the following services, which certainly sets apart the .MED gTLD from any other TLD currently available in the DNS:

- mandatory professional identification: any new registrant creating a domain name will have to prove its profession, occupation and∕or professional qualifications (see life cycle description in our answer to Question 27);

- continuous license checking: every domain name renewal will be subject to an automatic re-verification of the registrant's credentials, similar to the verification set out above; any registrant who has lost its accreditation, license, or professional accreditation will consequently also not be entitled to renew its domain name registration (see our answer to Question 20);

- professional account credential provider for third party authentication: using a single combination of email and password, .MED domain name registrant will be able to be authenticated on websites and devices granted by the Registry Operator. This single sign-in service will benefit:

  * .MED domain name registrants being identified as a health care provider without sharing their logins and passwords; and

  * companies willing to identify health care provider upon sign-up on their websites and devices, by connecting to the Medical Clearinghouse. This implemented service is using OAuth, an open protocol to allow secure authentication in a simple and standard method for desktop or web application, mobile phones and living room devices. This protocol is already widely used by developers who are working with various major service providers (Facebook, Twitter, Google, Microsoft, LinkedIn, MySpace, Yahoo, Netflix, etc.). It is a safe way for any service provider to give clearance to authenticated and verified practitioners who allow to share limited, revocable and non-critical information with the service provider. This service will be free for every registered developer.

- Advanced WHOIS web interface: the WHOIS data will be complemented with a full description of the domain owner's health care license, and made available to Internet users (however always bearing in mind that privacy restrictions may apply);

- In order to increase visibility of the .MED TLD and its domain name registrants, the Applicant will also distribute SSL certificates and deliver seals of authenticity for web publishers, in addition to the default DNSSEC implementation. These certificates intend to reinforce the security and safety aspects of .MED.

All these processes, tools and technologies are aimed at establishing a unique relationship of trust between, on the one hand, domain name registrants in .MED and, on the other hand, Internet users at large.

In this respect, .MED is all about offering safety, security, transparency and oversight for the benefit of the patients.

3. USER EXPERIENCE

The user experience of the .MED gTLD will be entirely different from any TLD that is currently on the market, considering the combination of the following features:

- .MED is a short string, easy to write and remember;

- it is understandable in over 70 languages as an abbreviation or the first characters of the word "medicine" in English, Spanish, French, Italian , German, Portuguese, Spanish, etc.;

- a new semantic and meaningful namespace with a high chance of search engine optimization value;

- the .MED policies will be focused on serving the best interests of patients: a web search that resolves in a .MED domain name should provide genuine information regarding health and health care;

- increase the visibility of a .MED registrant by making use of the Medical Clearinghouse: by way of this tool, the registry will capture and verify the following information from a registrant: profession, specialization, professional address, as well as public information relating to the registrant's qualifications and licenses. All this information will be made public through the WHOIS interface, the SSL certificate and seals to be displayed on the registrant website; and

- it will add to Health 2.0 initiatives, considering the fact that authentication of registrants is a cornerstone function of .MED. Because registrants are authenticated, patients' medical files can be exchanged with and between .MED registrants, respecting the confidentiality of such data, for example during a regulated telemedicine session; and a secure registration process with minimal impact on registrars and no specific proprietary EPP scheme for easier integration.

4. REGISTRATION POLICIES

The .MED registration policy is inspired by the principles reflected by the Hippocratic Oath, as well as Medical Good Practices established by various national and international organizations and institutions. These establish the obligation imposed upon the registrant to respect the interests of patients as well as the medical deontology.

Given the fact that the registration of domain names will be monitored at all times by the .MED Registry Operator, these principles will apply during the registration process, but also as regards the use the registrant is making of such domain name.

Eligible registrants must be part of the designed community and are classified under two categories:

- practitioners: these consist of licensed health professionals and health associate professionals only. Regional restrictions may apply for all professions as not all of these professions are recognized by local authorities. They are defined by the International Standard Classification of Occupations (ISCO), 2008 revision 8 (ISCO-08), which forms part of the international family of economic and social classifications of the United Nations and is mapped by the World Health Organization (http:⁄⁄www.who.int⁄hrh⁄statistics⁄workforce_statistics⁄en⁄index.html):

  * Generalist medical practitioners
  * Specialist medical practitioners
  * Nursing professionals
  * Midwifery professionals
  * Traditional and complementary medicine professionals
  * Paramedical practitioners
  * Dentists
  * Pharmacists
  * Environmental and occupational health and hygiene professionals
  * Physiotherapists
  * Dieticians and nutritionists
  * Audiologists and speech therapists
  * Optometrists and opthalmic opticians, orthoptists
  * Chiropractors, Osteopaths

- entities:
  * Hospitals, health care facilities
  * Ambulances
  * Pharmacies
  * Medical laboratories
  * Schools, Universities
  * Pharmaceutical industries
  * Libraries
  * Scientific and Academic publishers
  * Public health journals
  * Boards, Orders, Colleges, Government related councils
  * Public administrations, ministries
  * Academies
  * Scientific organizations
  * Professional associations
  * Health care professionals unions

Conditions of qualification are made available in our response to Question 20c. However, this list is subject to change, which is mainly inspired and driven by changes implemented by the International Standard Classification of Occupations (ISCO) and changes in the law.

If the registrant is a practitioner, he or she must certify that he or she is a health care professional who is licensed to practice in the country where he purports to be working. Any such information will need to be reported to the Medical Clearinghouse and must be kept up-to-date at all times throughout the MED lifecycle of the domain name.

Any domain name registered in .MED must be used in the best interest of
patients or other health care practitioners. Parking domain names will not
be allowed.

Any registered domain name must also contain either an MX or an A, CNAME or
AAA record in order to be able to use it and refer users to a website whose
content is related to human health. Such website can but must not
necessarily be a website under a .MED domain name.

The holder of a domain name is committed to serve and share information
aimed at patients, always considering the best interests of patients, their
dignity and privacy. Furthermore, the registrant commits to provide
information in accordance with the state of the art (scientific sources),
and that is honest, clear, appropriate and meets the needs of patients with
whom they engage under the .MED domain name.

The holder of a domain name undertakes to respect his peers, colleagues and
competitors with whom he communicates by using the .MED platform.

When registering a domain name, the registrant must acknowledge that
complaints can be filed with the Registry Operator or Medical Clearinghouse
for various reasons, including but not limited to a breach of the
eligibility requirements, if the information of the registrant is inaccurate
or no longer up-to-date, non-compliance with the Registry Operator's
policies, trademark infringement, impersonation, illegal activities, etc.

Furthermore, the registrant must acknowledge that any supervising authority
will be entitled to request the Registry Operator to suspend a domain name
if such domain name is used in an illegal manner, or if the registrant no
longer meets the eligibility requirements.

The domain name must be composed of 3 to 63 characters, case insensitive,
alphanumeric characters and may consist of hyphens (however: a domain name
cannot begin or end with a hyphen), and contain the name or the name of the
holder, its brand, business identifier or company name. Eligible
practitioners are entitled to include a prefix or suffix to their name, such
as a civilian, military, academic or honorary title, specialization, degree,
location where they are practicing medicine, etc.

As part of the landrush, the Registry Operator may release so-called
"premium domain names" to any person or entity that meets the eligibility
requirements, provided that:

- the use that is made of such domain name complies with the rules of good
  medical practice;
- the domain name chosen is consistent with the exercise or holder's name;
- the domain name will only be used for the benefit of patients; and
- the domain name cannot cause confusion about the profession of the
  registrant or its field of activities.

These rules of conduct continue to apply throughout the life cycle of the
premium domain name.

5. PRIVACY

The purpose of the MED gTLD is to establish a stronger trust between
patients and health care providers on the Internet. It is then essential to
first protect the interests of the patients by setting up unambiguous
registration rules and give a full transparency on registrant identity:

- no anonymous records will be allowed;

- registrants must provide their full professional address and phone number verified records, reflected in the WHOIS, will include the registrant's occupation, specialization, license ID, and the name of the issuing authority;

- furthermore, these records will include academic, honorific and military titles;

- optional information: year of establishing, year of main diploma, university, other diploma recognized by the practitioner's regulation board;

- the WHOIS will expressly mention the last date on which the registrant's information has been verified by the Registry Operator; and

- other domain names owned by the registrant will be available by request on the Medical Clearinghouse.

These information are available with a free access to the WHOIS from port 43, the WHOIS service on the registry platform website and on the Medical Clearinghouse website equipped with domain name and registrant search engines.

These information are checked for every domain name creation, renewal, transfer and trade. These information will also be monitored by the .MED scientific council and accredited medical colleges, and will be open to any authority wanting to be a .MED stakeholder and supervise regional and professional scoped registrations.

6. COMMUNICATION

PROMOPIXEL, of which HEXAP is a spin-off company, has already entered into registry-registrar agreements with 7 ICANN accredited registrars and over 70 European registrars, and is hence already dealing with thousands of health care professionals;

HEXAP founders worked with over 12.000 entities and leading healthcare providers over these last 20 years, including but not limited to Councils, Medical Colleges, Academics, medical publishers, scientific organizations, medical suppliers, industries, web 2.0 communities, health care social media platforms, hospitals, and universities;

During the same period, HEXAP founders have established close relationships with specialized media and various medical journals in Europe and North America, which will present an attractive promotional and sales channel by publishing advertisements and information about the .MED gTLD.

18(c). What operating rules will you adopt to eliminate or minimize social costs?

OPERATING RULES OVERVIEW

In line with our mission statement and purpose for the .MED gTLD, it is important for us to ensure that social costs and operational problems or issues in relation to the .MED gTLD are minimized to the maximum extent possible.

First of all, the founders of HEXAP have built up a reputation as
a leading and independent provider servicing the needs of the members of
various medical professions and want to avoid the unduly exploitation of
that reputation in the domain name space by third parties.

The protection mechanisms HEXAP intends to put in place do therefore not
only extend to the actual registration, delegation and use of the TLD, but
also to the domain names that are registered therein, and how these domain
names are used.

In order to ensure that .MED will be and remain for the foreseeable future a
reliable, trustworthy, safe and secure space, HEXAP will devise policies in
that will contain clear guidelines and rules in relation to:

- the types of domain names that will be registered;

- who will be entitled to select which domain names will be registered;

- who will be entitled to register such domain names;

- who will be entitled to use such domain names; and

- which types of use of such domain names will be allowed or recommended.

As we believe that the development and implementation of one or more
business cases could likely take a couple of months or even years, we have
herein only focused on a number of high-level characteristics of our plans
in relation to the operation of the .MED gTLD.

By all means, it is in HEXAP's vested interest to make the
most of this initiative, promote the interests of its registrants (be it
legal entities or individuals), and mitigate risks for the .MED gTLD, the
reputation of HEXAP and its members, whilst also reducing the (social) costs
for others.

The Medical Clearinghouse, which will be established by HEXAP, will play a
pivotal role in this respect.

In this context, we will devise policies that encompass and comprise the
following features:

1. LAUNCH PROCESS

The .MED start-up processes are made of three specific periods.

- SUNRISE A: this period will be focused on trademark holders only willing
  to put a domain on a «do-not-sell» list. This list will be handled by the
  Registry for a 10-years period (or for the entire term of the Registry
  Agreement). Requests will be verified by the Registry Operator using the
  Trademark Clearinghouse only.

- SUNRISE B: this period will be focused on trademark holders only, where
  contention between two parties holding an identical trademark for a
  particular string will be resolved by auction. Registrants must meet the
  eligibility requirements, thus requests will be verified by the Registry
  Operator using the Trademark Clearinghouse and the Medical Clearinghouse.

- LANDRUSH: this period will allow registration of "selected premium domain
  names" with an auction process. Registrants must meet the eligibility
  requirements, thus requests will be verified by the Registry Operator

using the Medical Clearinghouse.

Following the end of the .MED start-up process, registrations of domain names will be done on a first-come, first served basis.

Both during and after the Sunrise period, any and all domain name registration requests will be verified by the Registry Operator in order to guarantee their compliance with policies that have been set by the Registry Operator.

2. REGISTRATION COSTS

At this stage, no particular discounts have been foreseen. Nonetheless, HEXAP reserves the right to implement certain cost benefits for registrars, considering the additional complexities in dealing with verification processes handled by the Registry Operator only that will be implemented in order for potential registrants to register domain names in .MED.

3. REGISTRY AGREEMENT

Currently, HEXAP foresees to increase its prices with 5% annually; insofar and to the extent this price increase will be kept, this threshold will be included in the Registry-Registrar Agreement.

Furthermore, HEXAP envisages registering a fair number of generic words that are directly or indirectly related to the services and products offered to and the activities organized by the various members of HEXAP.

Prior to effectively registering such domain names in the .MED gTLD, HEXAP will require its legal and intellectual property department to review the list of these domain names on a regular basis in order to satisfy itself that they will not infringe the rights of third parties.

In any case, HEXAP will claim to have a legitimate interest in these domain names, as they are merely descriptive of the activities, products or services of HEXAP offered to its members. So even if one or more of these domain names would be protected by a registered trademark, held by a third party, it is likely that a claim under the Uniform Dispute Resolution Policy or Uniform Rapid Suspension policy will fail.

As regards the names referred to in Specification 5 to the template Registry Operator Agreement, HEXAP will follow the processes and procedures established by ICANN and the Governmental Advisory Committee.

However, HEXAP will at all times be entitled to restrict, limit or expand:

- the category or categories of stakeholders who will be entitled to register one or more domain names in the .MED gTLD, including their criteria for qualification, however in any case excluding stakeholders who are not a member of HEXAP or do not have a sufficient link to the HEXAP community;

- the choice of domain name(s) registered in the .MED gTLD by and per such eligible stakeholder (category);

- the use made by an and per eligible stakeholder of a domain name registered in the .MED gTLD;

- the transfer of domain names registered in .MED;

- etc.

HEXAP shall reserve the right to subject the registration or use of a domain
name to internal approval processes and procedures, at each and every step
of the domain name life cycle.

Community-based Designation

19. Is the application for a community-based TLD?

Yes

20(a). Provide the name and full description of the community that the applicant is committing to serve.

1. COMMUNITY PURPOSE

   The .MED gTLD is a new extension dedicated to the medical community. The
   medical community is defined by all:

   - Health care providers (practitioners, facilities);

   - Boards, Councils, Ministries, Orders and Colleges;

   - Schools and universities; and

   - Academies, scientific organizations and professional associations.

   The .MED application is for a gTLD created by health care professionals,
   open to colleagues around the world for serving the best interests of the
   patients. The .MED gTLD is a string understandable in more than 70
   languages, including English, Spanish, French, Russian, Portuguese, German,
   Italian, etc.

   The .MED gTLD is a professional namespace where the medical community will
   be able to publish information for peers and patients.

2. COMMUNITY MEMBERS

   .MED is a comprehensive zone that includes all licensed professionals with
   specific rules per country. These health professionals are not only limited
   to physicians and doctors but include a wide although limited range of
   health providers and stakeholders. Thus, a list of eligible registrants has
   been determined for the .MED TLD, which takes into account regional
   particularities, legal specifications and licensing procedures, and
   considers different national regulations regarding some medical practices.
   Specific restrictions will be implemented for a limited list of occupations
   that are not recognized nor authorized by the relevant Council or competent
   Ministry of the country for specific registrants eligible for .MED. Defined
   in the .MED gTLD policies, these lists will be produced by HEXAP's Medical
   Clearinghouse which communicates with the Registry Back-End Operator for

verifying and approving domain name creations, renewals and transfers.

The Medical Clearinghouse is supervised by HEXAP's scientific council, which is consulted for providing guidelines with the help of relevant stakeholders in matters of ethics, lack of local regulation or if a questionable domain name registration occurs.

Members of the designed community are classified in two categories (full list in attached document), further detailed below in our response to Question 20 (c):

- practitioners: These qualified health and health associate professionals are defined by the International Standard Classification of Occupations (ISCO), 2008 revision 8 (ISCO-08), which forms part of the international family of economic and social classifications of the United Nations and is mapped by the World Health Organization [1]. All these licensed professionals are regulated by health departments, ministries, boards, councils and orders. Number of identified practitioners is evaluated to 45,225,207 [2]

- entities: This group is composed of licensed health care providers, professional associations and health-related organizations:

  * Facilities: hospitals, clinics, maternity hospitals, medical nursing homes, geriatric cares facilities, dialysis centers, blood transfer and blood donation centers, ambulances (no recent study has quantified them; estimated at 230,000)

  * Pharmaceutical industries

  * Medical schools and universities (1,943 institutions recognized by the World Health Organization [3], 2,218 by the Foundation for Advancement of International Medical Education and Research[4])

  * Scientific and academic publishers, public health journals (estimated at 26,262 [5])

  * Academies, Boards, Orders, Colleges, Government-related councils and public health administrations (over 640 identified administrations) Professional associations and unions (estimated at 300,000)

3. COMMUNITY STRUCTURE

The medical profession is not structured in a particular way, but consist of many different organisations, institutions, etc. that focus on specific practise areas. The .MED application conceived by HEXAP received the greatest attention from a lot of stakeholders coming from various countries and institutions. HEXAP is well aware that giving an endorsement to a third party is a particular sensitive issue in the medical worlds, as well as publishing the names of those who provided us with a letter of support.

Reference is made to the various institutions, hospitals, research organizations, universities, companies and individuals who have endorsed our application. Please see our response to Question 20 (b) for more information about these entities.

[1] Sources and classification of health workforce statistics – World Health Organization, http://www.who.int/hrh/statistics/workforce_statistics/en

[2] Global Health Observatory Data Repository – World Health Organization http://apps.who.int/ghodata/?vid=92000

[3] Avicenna Directories - World Health Organization, University of Copenhagen
http:⁄⁄avicenna.ku.dk

[4] Mapping the World's Medical Schools, FAIMER
http:⁄⁄www.faimer.org⁄resources⁄mapping.html

[5] National Library of Medicine Catalog -
http:⁄⁄www.ncbi.nlm.nih.gov⁄nlmcatalog

20(b). Explain the applicant's relationship to the community identified in 20(a).

1. ETHICS

HEXAP is a limited liability company that has been founded by health care professionals who have sworn by the Hippocratic Oath, setting the duties of qualified professionals with patients and respect for colleagues. They worked with over 12.000 entities and leading healthcare providers over these last 30 years, including but not limited to Councils, Medical Colleges, Academics, medical publishers, scientific organizations, medical suppliers, industries, web 2.0 communities, health care social media platforms, hospitals, and universities.

Relying on the unparalleled experience of HEXAP's predecessors and founders in providing Internet-based solutions for the health care sector, HEXAP intends the .MED extension to be a community-based gTLD. For this matter, the applicant is appointed and supported by various organizations representing many sectors, sub-sectors and branches of the health care work forces and industry. Furthermore, these supports come from both traditional institutions and the Internet web 2.0 communities from abroad: the .MED application thus brings together different generations and cultures of medical stakeholders. These organizations will work closely with the applicant in order to implement the .MED gTLD in the manner described in Q18.

The .MED gTLD is guided by the sense of ethics that HEXAP's founders have consistently demonstrated in their business dealings, and reinforced by the technical expertise renowned among partners and clients. Furthermore, HEXAP's founders are medical practitioners who are unaffiliated with any medical or pharmaceutical company or organization. This continuous commitment guarantees that the .MED gTLD will be operating independently from influences from industry.

2. ENDORSEMENTS

Various organizations and companies have endorsed the .MED application by HEXAP, which clearly underlines a strong need and demand for having an unambiguous platform for quality health care information, products and services. Relying on the experience and expertise of HEXAP's founders and predecessors in similar projects, which have been applauded by medical professionals, these organizations and companies have endorsed HEXAP's plans for this new and unique name space that will not only serve the needs, requirements and demand from the targeted medical community, but also the need for patients to find reliable sources when seeking such information, products and services.

2.1. FDI WORLD DENTAL FEDERATION (FDI), SWITZERLAND

http:⁄⁄www.fdiworldental.org - The FDI is an international federation of
approximately 200 national dental associations and specialist groups,
including the American Dental Association (ADA). The FDI is a member of the
World Health Professions Alliance (WHPA http:⁄⁄www.whpa.org); an alliance of
dentists, doctors, nurses and pharmacists. WHPA represents more than 20
million health care professionals worldwide and assembles essential knowledge
and experience from key health care professions. The FDI currently has a
membership of approximately 200 member associations from more than 130
countries, representing more than 1 million dentists globally.

2.2. CONSEIL NATIONAL DE L'ORDRE DES MEDECINS, FRANCE

http:⁄⁄www.conseil-national.medecin.fr – The French Medical Order of
physicians is the national authority and is particularly involved in
Information Technology and eHealth. It and has published in 2011 a Code of
Ethics on the Internet (″Deontologie Medicale sur le Web″ http:⁄⁄goo.gl⁄qFqDq
). This white paper defines guidelines for online good medical practices and
makes a clear reference to the .MED gTLD with the intention to reconsider its
domain name policy for physicians. It also founded in 1971 the European
Council of Medical Orders (http:⁄⁄www.ceom-ecmo.eu⁄en) and is represented by
its General Secretary since 2011. The Order is regulating about 265,000
physicians.

2.3. CONSEIL NATIONAL DE L'ORDRE DES CHIRURGIENS-DENTISTES, FRANCE

http:⁄⁄www.ordre-chirurgiens-dentistes.fr – For more than 13 years the French
Dental Surgeons Order has maintained a transposition of the Code of Ethics on
the Internet dedicated to online information publishing (http:⁄⁄goo.gl⁄JNxQo).
The Order also released guidelines for patients regarding dental information
web browsing (http:⁄⁄goo.gl⁄4Y3Y3). The Order has founded in 2000 the
Federation of Dental Competent Authorities
(http:⁄⁄www.fedcar.eu⁄index.php?lang=en) and is the General Secretary as of
2011. The Order is regulating close to 50,000 dental surgeons.

2.4. CONSEIL NATIONAL DE L'ORDRE DES SAGES-FEMMES, FRANCE

French Chamber of Midwives - http:⁄⁄www.ordre-sages-femmes.fr⁄
The Order is regulating 23,365 practitioners as of September, 2011.

2.5. ACADEMIE NATIONALE DE CHIRURGIE DENTAIRE, FRANCE

http:⁄⁄www.academiedentaire.fr – The French National Academy of Dental Surgery
has a current total membership of 317 doctors.

2.6. STANFORD UNIVERSITY SCHOOL OF MEDICINE - MEDICINE X, USA

http:⁄⁄medicinex.stanford.edu – Medicine X is a catalyst for new ideas about
the future of medicine and health care. Under the direction of Dr. Larry Chu,
Assistant Professor of Anesthesia, Medicine X is a project of the Stanford AIM
Lab.

2.7. MAYO CLINIC CENTER FOR SOCIAL MEDIA, USA

http:⁄⁄socialmedia.mayoclinic.org⁄ – Mayo Clinic is a nonprofit worldwide
leader in medical care, research and education for people from all walks of
life. The Mayo Clinic Center for Social Media exists to improve health
globally by accelerating effective application of social media tools
throughout Mayo Clinic and spurring broader and deeper engagement in social
media by hospitals, medical professionals and patients.

2.8. CANCER CAMPUS, FRANCE

   http:⁄⁄www.cancer-campus.com - Cancer Campus is creating an environment, with
   particular emphasis on the field of cancerology, in which innovative life
   science and healthcare companies can establish themselves and expand.

2.9. GLOBAL MEDIA SANTE, FRANCE

   http:⁄⁄www.gmsante.fr - Communication group specializing in the health field.

2.10. RADBOUD UNIVERSITY NIJMEGEN MEDICAL CENTRE, NETHERLANDS

   http:⁄⁄www.radboudreshapecenter.com⁄

2.11. BUZZMED, USA

   http:⁄⁄buzzmed.net⁄ - Current total membership of 15,000 doctors.

2.12. DOCTORS.NET.UK, UNITED KINGDOM

   http:⁄⁄www.doctors.net.uk⁄ - Professional service available to UK-registered
   doctors in primary and free accredited education allowing doctors to maintain
   Continuing Professional Development. It has a current total membership of
   192,000 doctors.

2.13. COLIQUIO, GERMANY

   http:⁄⁄www.coliquio.de - Coliquio is already used by over 57,000 physicians
   from all disciplines and is one of the most active German physicians networks.

2.14. EUGENOL, FRANCE

   http:⁄⁄www.eugenol.com - First French online community for healthcare
   professionals, Eugenol allows dentists to manage their network, to broadcast
   surgery cases' videos, to vote or advise products, to submit scientific
   articles, to exchange about day to day matters, etc. Eugenol has a current
   total membership of 41,000 dentists.

2.15. CONSENSUS, FRANCE

   http:⁄⁄www.consensus-online.fr - Consensus has a current total membership of
   4,500 cardiologists.

2.16. CARENITY, FRANCE

   http:⁄⁄www.carenity.com - Carenity is the first french social network
   dedicated to patients suffering from chronic diseases. Launched in 2011, it
   counts 7,000 active users and 30 different patients communities.

2.17. APRES MON CANCER DU SEIN, FRANCE

   http:⁄⁄catherinecerisey.wordpress.com - Notorious french e-patient blog about
   breast cancer.

20(c). Provide a description of the community-based purpose of the applied-for gTLD.

1. A COMPREHENSIVE ELIGIBLE REGISTRANTS LIST

   Eligible registrants include the following:

   - practitioners: Qualified health and health associate professionals as
     defined in Q20a. Must provide a license identification from the relevant
     health Agency, Board, Council, Order or College:

     * Generalist medical practitioners
     * Specialist medical practitioners
     * Nursing professionals
     * Midwifery professionals
     * Traditional and complementary medicine professionals
     * Paramedical practitioners
     * Dentists
     * Pharmacists
     * Environmental and occupational health and hygiene professionals
     * Physiotherapists
     * Dietitians and nutritionists
     * Audiologists and speech therapists
     * Optometrists and opthalmic opticians, orthoptists
     * Chiropractors, Osteopaths

     Alternative occupation names may apply to fit regional features.

   - entities: This group is composed of licensed health care providers,
     professional associations and health related organizations:

     * Facilities: hospitals, clinics, maternity hospitals, medical nursing
       homes, geriatric cares facilities, dialysis centers, blood transfer and
       blood donation centers, ambulances, medical laboratories. Must provide a
       Business ID and credentials from the relevant national or the federal
       Health, Trade, Industry, Economic Development or Commerce Ministry or
       Department, Agency or authority

     * Pharmaceutical industries: must provide a Business ID and comprehensive
       credentials from the relevant national or the federal Health, Trade,
       Industry, Economic Development or Commerce Ministry or Department,
       Agency or authority.

     * Schools and universities: must be listed in the International Medical
       Education Directory (IMED — http:⁄⁄www.faimer.org⁄resources⁄imed.html)
       maintained by the Foundation for Advancement of International Medical
       Education and Research (FAIMER — http:⁄⁄www.faimer.org⁄), or the
       Avicenna Directory of medical schools maintained by the University of
       Copenhagen (http:⁄⁄avicenna.ku.dk⁄), else must provide a comprehensive
       confirmation from the related health or education national agency or
       ministry.

     * Medical Libraries: must provide a comprehensive accreditation.

     * Scientific and academic publishers, public health journals: must provide
       a valid ISO identifier such as International Standard Book Number (ISBN)
       or International Standard Serial Number (ISSN) or International Standard
       Audiovisual Number (ISAN).

     * Academies, Boards, Orders, Colleges, Government related councils and
       public health administrations: must provide official documents.

     * Professional associations and unions: must provide a comprehensive
       identification.

Intended end-users include any physical person who would like to obtain access to or receive genuine information from a verified licensed professional practitioner or entity active in the field of health care.

2. AN EXPERIENCED REGISTRY

As it is explained further in our application, HEXAP's experience in managing domain name platforms has been generated in the context of the activities of PROMOPIXEL, of which HEXAP is a spin-off company, and in particular in relation to PROMOPIXEL's product called SMALLREGISTRY.

Since 2009, the SMALLREGISTRY platform allows members of the medical profession in France to register domain names in following second level domains:

- medecin.fr (for physicians);

- chirurgiens-dentistes.fr (for dentists); and

- pharmacien.fr (for pharmacists).

Given the above, the team that has recently established HEXAP is already equipped to handle the anticipated technical environment and operational aspects that have been contemplated in this application for the .MED gTLD. Currently, the SMALLREGISTRY product already encompasses all functionalities required for the .MED gTLD, in particular as regards:

- the operation of a so-called Medical Clearinghouse;

- the operation of a domain name management platform;

- verification of registrants;

- dealing with registrars;

- etc.

Given the fact that there is a clear and continuous need for individuals to obtain genuine information, products and services in relation to diseases and health care, one of the cornerstones of the offering of the .MED TLD is clearly to establish a platform for fulfilling these needs in the near and distant future. Although no guarantees are given by the Registry Operator as regards the accuracy of information, or the effectiveness of products or services that are offered, it will at least provide for a trusted platform for qualified professionals and entities to communicate with individuals and patients.

20(d). Explain the relationship between the applied-for gTLD string and the community identified in 20(a).

The .MED gTLD is an extension that is created by health care professionals and is restricted to colleagues around the world for serving the best interests of patients.

The .MED gTLD string is thus an unambiguous semantic namespace focused on medical professionals, medical institutions, medical services.

Furthermore, the .MED gTLD is a string that is understandable in more than 70
languages, including but not limited to English, Spanish, French, Russian,
Portuguese, German, Italian, etc.

To the Applicant's knowledge, the string has no particular meaning outside of
the medical field, although it may function as an abbreviation for various sorts
of titles or names.

20(e). Provide a description of the applicant's intended registration policies in support of the community-based purpose of the applied-for gTLD.

1. POLICY PRINCIPLES

   The .MED registration policy is inspired by the principles reflected by the
   Hippocratic Oath, as well as "medical best practices" established by various
   national and international organizations and institutions. These establish
   the obligation imposed upon the registrant to respect the interests of
   patients as well as the medical deontology.

   Given the fact that the registration of domain names will be monitored at
   all times by the .MED Registry Operator, these principles will apply during
   the registration process, but also as regards the use the registrant is
   making of such domain name.

   Please see our response to Question 20 (c) for more information.

2. ELIGIBILITY

   Any credential and valid evidence of eligibility will be only requested by
   the Medical Clearinghouse after the domain name has been registered.
   Multiple verifications may occur, in particular if the registrant creates
   domain names for different medical activities or purposes.

   Registrants cannot be anonymous in that sense that they have to provide
   accurate and full-contact information to the Registry Operator, which
   information will be published in the .MED Whois.

   In order to register a domain name, the candidate registrant must certify
   that he or she is a health-care professional who is licensed to practice in
   the country where he purports to be working. Any such information will need
   to be reported to the Medical Clearinghouse, operated by HEXAP, and must be
   kept up-to-date at all times throughout the lifecycle of the domain name.

3. COMMITMENTS

   Any domain name registered in .MED must be used in the best interest of
   patients or other health care practitioners. Parking domain names will not
   be allowed.

   Any registered domain name must also contain either an MX or an A, CNAME or
   AAA record in order to be able to use it and refer users to a website whose
   content is related to human health. Such website can but must not
   necessarily be a website under a .MED domain name.

   Furthermore, HEXAP intends to establish domain name registration policies
   and acceptable use policies that will allow HEXAP to put domain names on

hold or even revoke any such names if and to the extent they are:

- defamatory or are being used for defamatory purposes;

- harming the reputation and good name of the .MED TLD, or are used for these purposes;

- are infringing trademark or other intellectual property rights of third parties;

- etc.

Furthermore, the registrant of a domain name will be committed to serve and share information aimed at patients, always considering the best interests of patients, their dignity and privacy. The registrant commits to provide information in accordance with the state of the art (scientific sources), and that is honest, clear, appropriate and meets the needs of patients with whom they engage under the .MED domain name.

The holder of a domain name undertakes to respect his peers, colleagues and competitors with whom he communicates by using the .MED platform.

When registering a domain name, the registrant must acknowledge that complaints can be filed with the Registry Operator or Medical Clearinghouse for various reasons, including but not limited to a breach of the eligibility requirements, if the information of the registrant is inaccurate or no longer up-to-date, non-compliance with the Registry Operator's policies, trademark infringement, impersonation, illegal activities, etc.

Furthermore, the registrant must acknowledge that any supervising authority will be entitled to request the Registry Operator to suspend a domain name if such domain name is used in an illegal manner, or if the registrant no longer meets the eligibility requirements.

4. LABEL

The domain name must be composed of 3 to 63 characters, case insensitive, alphanumeric characters and may consist of hyphens (however: a domain name cannot begin or end with a hyphen), and contain the name or the name of holder, its brand, business identifier or company name. Eligible practitioners are entitled to include a prefix or suffix to their name, such as a civilian, military, academic or honorary title, specialization, degree, location where they are practicing medicine, etc.

5. PREMIUM DOMAINS

As part of the landrush, the Registry Operator may release so-called "premium domain names"" to any person or entity that meets the eligibility requirements, provided that:

- the use that is made of such domain name complies with the rules of good medical practice,

- the domain name chosen is consistent with the exercise or holder's name;

- the domain name will only be used for the benefit of patients; and

- the domain name cannot cause confusion about the profession of the registrant or its field of activities.

These rules of conduct continue to apply throughout the life cycle of the

    premium domain name.

20(f). Attach any written endorsements from institutions/groups representative of the community identified in 20(a).

Attachments are not displayed on this form.

Geographic Names

21(a). Is the application for a geographic name?

No

Protection of Geographic Names

22. Describe proposed measures for protection of geographic names at the second and other levels in the applied-for gTLD.

Given the fact that the Applicant is applying for a generic top-level domain
where geographic names as domain names could have a strong importance for health
care professionals and patients, it has a vested interest in providing its
visitors, clients and business partners a clear and predictable naming scheme in
the .MED gTLD. Given the sensitive nature of these domain names, the Applicant
may indeed develop plans in order to register domain names that exclusively
contain geographic names (country names, city names, names of regions, etc.), in
close collaboration with national authorities that are supervising the sale or
rendering of health care related products or services.

However, if such domain names will be registered, the Applicant will do so
considering the following confines:

  (1) these domain names will be exclusively registered in the name of the
  Applicant ⁄ Registry Operator, or in the name of such official supervising
  national body; these names will never be registered in the name of a third
  party, unless agreed upon otherwise with the authority competent for giving
  its consent in accordance with Specification 5 of the Registry Agreement;

  (2) where consents are required prior to the registration and use of a domain
  name referred to and in accordance with Specification 5 of the Registry
  Agreement, the Applicant will obtain such consents before actually
  registering, delegating and using these domain names.

In any case the registration, delegation and use of domain names corresponding

to geographic names will at all times be done in the best interest of:

- the Applicant; and

- in order to directly and indirectly promote local activity in the geographic
  locations of which the name has been registered in accordance with (1)
  above.

Registry Services

23. Provide name and full description of all the Registry Services to be provided.

1. OVERVIEW

   The internet today, with 22 generic top-level domain names and approximately
   270 country code TLDs, is about to change. As the domain name space will be
   opened to organizations applying for gTLDs associated with particular
   interests and businesses sectors, this will help organizations and
   communities enhance branding, community building, security, and user
   interaction. Hundreds of new extensions may be introduced and each applicant
   will have to look for a stable and secure registry system and technical
   provider. The Registry Operator has therefore chosen to outsource the
   technical back-end operations for the domain name Registry to OpenRegistry
   (the Registry Service Provider). OpenRegistry combines a steady track record
   with modular software to help applicants take advantage of this opportunity.

   When it is stated that the Registry service Provider will perform certain
   services or comply with certain standards and processes, the Registry
   Service Provider will do this in the name and on behalf of the Applicant,
   who itself is committed to comply with these standards and processes towards
   ICANN under the Registry Agreement and the terms and conditions of the new
   gTLD program. Unless it is expressly stated otherwise, all services
   described in this question will be provided by the Registry Service Provider
   in the name and on behalf of the Applicant, who will monitor the Registry
   Service Provider's compliance with its contractual terms and the
   requirements laid down by ICANN on a regular basis.

1.1. REGISTRY SERVICE PROVIDER

   This document sets out the range of services that OpenRegistry offers to its
   customers in compliance with ICANN's new top level domain application
   process. The services are fully compliant with ICANN's requirements
   regarding the deployment and management of a gTLD Registry System.

   OpenRegistry's multilingual staff have over 20 years of combined experience
   in developing and managing sophisticated solutions for domain name
   Registrars, domain name Registrants (in particular brand owners) and
   Registry Operators, as well as being involved in the design of policies for
   and managing registrar relationships with several ccTLDs.

   All members of the team (including outsourced personnel) have been
   specifically trained on the Registry Platform and have an extensive

knowledge and hands-on know-how about the DNS. OpenRegistry has offices in Luxembourg and Belgium.

OpenRegistry was founded by the three key leaders involved in the successful creation and operation of the .be and .eu Registries, which combined currently represent over four million domain names. The OpenRegistry team has 20 years of experience in developing and managing sophisticated solutions for Registrars and Registry Operators. The OpenRegistry system draws on the best features of the .be and .eu systems, combined with new technology that has been introduced, which results in best practice system protocols and software design.

OpenRegistry offers from a simple, totally outsourced product to a licensed version of the Registry software for clients who wish to manage their own infrastructure. In each and every case, the system meets and even exceeds ICANN's registry contract requirements. The software provides the flexibility to offer options to Registry Operators that are in line with its own specific operational and technical circumstances.

(View attachment for Figure 1: Registry Software Capabilities)

There are three key feature groups which address the ICANN evaluation process and which meet and even exceed ICANN's mission and core values to protect the stability of the global Internet. These are the technical features, financial features and third party modules that are detailed in the next sections.

(View attachment for Figure 2: Registry Software Features Overview)

1.2. STABILITY & SECURITY

The Registry Platform that will be deployed for the applied-for gTLD, which meets and even exceeds the technical requirements set by ICANN, combined with the team's experience in running ccTLD domain extensions, provide a solid basis to assist the Applicant to meet its commitments to ICANN. As a Registry Service Provider, OpenRegistry is an operationally secure company with highly skilled staff and appropriate premises for running Registry Services conform to the ISO27001 standard.

DNS services are monitored at all times and external high quality any-cast providers are added in the mix to deliver excellent and premium class nameserver infrastructure all over the world.

The main features of the Registry Platform include a complete and extendible set of functionalities that can be controlled by the administrator. Some of the more profound features include support for IPv4, IPv6 and DNSSEC. The Registry Platform relies on standards-based software, carrier-grade hardware and protocol compliant interfaces. These include enabling dynamic zone file updates for immediate use after registration, escrow services and advanced reporting. Extensible Provisioning Protocol (EPP) transactions are only accepted from pre-registered IP addresses and all transactions, whether web or EPP are protected by Secure Socket Layer (SSL). All transactions are monitored, traced and logged.

The Registry Service Provider's staff are industry-trained (in Java, SQL, Linux) university-certified professionals each with over a decade of experience in building and managing network infrastructure (CISCO, Juniper, etc.) using quality hardware appropriate for the array of customers.

Diverse audit trails of all activities across software, hardware, staff movement, building access to ensure the security of our systems, are

provided. A penalty system ensures Registrars cannot flood the Registry Platform with invalid requests, which would potentially degrade the system's performance. New connections (SYN packets) are limited on the domain name Registry's edge routers to minimize the impact of Denial of Service (DOS) and Distributed Denial of Service (DDOS) attacks. The system is further protected with a redundant intrusion detection⁄intrusion prevention system to exercise deep packet inspection and block risks on SQL-injection and cross site scripting.

OpenRegistry offers a range of services to increase the security of communications between the Registry Operator and Registrars. By default, the communication channel is encrypted using Secure Socket Layer (SSL)⁄Transport Security Layer (TLS). On top of encryption, the following options are available:

- User login with passwords and granular authorization;

- Transfer with authorization code to prevent unintentional transfers;

- Limited access per second to avoid data harvesting;

- Monitored update allows ownership data to be changed only after manual checks;

- Temporary take-over by the Registry Operator in case of Registrar bankruptcy;

- Domain lock avoids malicious transfers;

- On-hold status can be set pending an Alternative Dispute Resolution (ADR) case;

The Registry Platform provides a minimum of two anycast addresses, nodes in 52 locations around the world and a capacity of over 500 billion queries a day with a resolution rate of under one millisecond. Each node is set up in a redundant configuration so that a hardware failure on one machine does not prevent the node from responding to queries.

The Registry's primary server location is located in Belgium, in a secure, state-of-the-art facility. Special care has been taken to provide several physical layers of security. The Registry database and application servers will be hosted there, with a mirror site in Luxembourg. The Registry Platform is connected using multiple Internet Service Providers (ISPs), all of them Tier 1 providers.

The applications run on a blade infrastructure, allowing for immediate recovery in the case of failure of any one element and providing easy scalability. The setup provides micro-cloud functionality that allows for easy scalability and multiple layers of redundancy. The local backup (warm standby) server is kept current by a stream of write-ahead log records, so it can take over as the master server with minimal delay. Name servers are distributed over the world for load balancing and robustness. External parties provide anycast functionality. The unicast nodes provided are set up in a redundant configuration so that a hardware failure on one machine does not prevent the node from responding to queries.

All the Registry data are stored on a cluster of database servers, both on the primary and on the mirror site. These databases are synchronized permanently. If the load on the production database is deemed too high to deliver excellent quality service, read-only copies are put in place for read-only service, such as WHOIS and Data Escrow, to off-load traffic from

the main database. A special delayed recovery database is available on the primary site to be able to recover quickly from data corruption should it have spread to all on-line database servers.

(View attachment for Figure 3: Registry Services interfacing the Registry Database)

The Registry Platform is feature rich with a multitude of parameters that can be set to suit the applicant's requirements. At system level software modules and functionalities can be switched on and off by the system administrator.

The Registry Platform contains all functionality required by ICANN for a TLD to operate efficiently through two main interfaces or more if necessary. The XML based EPP interface provides excellent means for Registrars who want to offer their customers a fully automated interface. A web interface provides extra functions that are difficult to automate next to a set of commands that are fully compatible with EPP.

The audit trail ensures that from day one every single activity in the system is logged and copied, including all associated data. This allows for going back in time and examining the situation both before and after a transaction took place. Journaling is built straight in the database, so it is hassle free for programmers and works with all programming languages.

The full and flexible audit log eliminates huge log files or endless searching. The audit log can be searched using filters and detailed search criteria, so the requested is found fast and efficiently.

The system was created for the current gTLD Registry-Registrar-Registrant model but could easily accommodate a direct Registry-Registrant relationship, for which a web interface is particularly useful.

2. TECHNICAL FEATURES

2.1. WHOIS AND DOMAIN AVAILABILITY SERVICE (DAS)

End users (Registrants) are expected to have access to the contact details of a domain name holder. The WHOIS module complies with the ICANN standards, but offers optional flexibility with two different accesses : the WHOIS giving the full details (if allowed) of the domain name holder, and DAS (Domain Availability Service) which only shows whether the domain name is available or not. WHOIS data is fully configurable to meet existing or future data protection requirements, with each field able to be switched on or off. It can be accessed via both a web interface (CAPTCHA protected, where the user needs to enter a verification code to avoid machine-generated queries) or via port 43.

Open Registries may find other uses for their WHOIS data to benefit both the Registry Operator and Registrants, such as a search capable WHOIS on the domain name database to find domain names or registrants in a particular industry or area. Profiles can be set up to determine which information is displayed.

WHOIS and DAS functionalities are described in detail in response to question 26.

2.2. DNSSEC ENABLED

In compliance with ICANN requirements, the applied-for TLD will be DNSSEC enabled from day one. Additionally, a DNSSEC solution is offered for the

Registrars that they can implement with minimum disruption to their own systems. The implementation of DNSSec is described in detail in response to question 43.

2.3. DNS SERVICE

The DNS infrastructure consists of an own set of redundant unicast nameservers running various flavors of operating systems and DNS software, and a set of high quality anycast nameserver providers. These services are provided by machines distributed all over the world over the IPv4 and IPv6 network and using DNSSEC.

- Real-time DNS updates compliant with RFC 2136

- DNS Services implemented using ISC BIND, compliant with RFC 1034, RFC 1035, RFC 1101, RFC 2181, RFC 2182, and RFC 3007

A detailed description of the DNS service is provided in the response to question 35.

2.4. TAILORED CONTACT TYPES

When a domain name is registered, the Registrant must provide the Registrar of the domain name with valid and up-to-date contact information. In theory, by looking up the domain name in any public WHOIS database, anyone is supposed to be able to view this registration information, and thus contact the person or company that owns it (Registrant or Licensee). The Registry Platform allows specifying tailored contact types to suit the Registry Operator's need. Each contact type can contain the default set of contact data or fields specified.

2.5. DYNAMIC ZONE FILES

The Registry Platform provides a dynamic zone file update, ensuring that, when a domain name is registered, it is available for use immediately.

2.6. SUNRISE

The Registry Platform accommodates multiple types of Sunrise arrangements, including first-come-first-served validations or a defined Sunrise window that sends all applications for validation. Rules for the sunrise period can be set such as the type and location of applicant and type, or the dates and geographical coverage of prior IP rights.

2.7. VALIDATION MANAGEMENT

The Registry Platform can provide a direct link to any Clearinghouse that ICANN or the Domain Name Registry may choose, thus encouraging more brand owners to participate in the Sunrise. Validation options include selection of names which are excluded from registration, which are Premium names, and include an auction process for competing applications.

2.8. SRS REGISTRATION AND FLEXIBLE PERMISSIONS

SRS is short for Shared Registry System. The Registry Platform offers, besides the access through EPP required by ICANN, the capability to register domain names via the web. The Registry Platform includes a module that allows for flexible permissions for all users. This is very useful to give different permissions to different types of users for different sets of actions, for example to define what certain Registrars or Resellers can or cannot do. These permissions can be applied to different transactions in the

system, allowing staying in total control of the TLD.

2.9. REGISTRAR INTERFACE

- Fully documented client Application Programming Interface (API)

- Web interface to allow Registrars full control of names under their management

- Easy to use and fully compatible with Extensible Provisioning Protocol (EPP)

- Extra modules provide feature rich experience

2.10. EXTENSIBLE PROVISIONING PROTOCOL (EPP)

- Full EPP compliance with RFC 3730 and RFC 4930

- Supports standard EPP object mappings for an Internet Domain Name Registry RFC 4931, RFC 4932, and RFC 4933

- Multi-layer authentication

- Includes support for implementing EPP extensions

- Highly configured EPP Service to ensure that Regulator and Registry Operator Policy is adhered to with minimal intervention

- Works with any RFC compliant EPP server

A detailed description of the implementation of EPP is provided in response to question 25.

2.11. HIDDEN MASTER NAMESERVERS

The master nameserver, which interfaces directly with the Registry Database, provides all slave nameservers with the current registration and database information, but cannot be accessed by third party users. This provides optimal security and integrity for the Registry Database.

2.12. VARIABLE RENEWAL PERIOD

The Registry Platform allows for configuration of the renewal period, with a maximum of 10 years. By default, the domain name registration period is extended with one year, but this could be set to any period within the limits imposed by ICANN during the explicit renewal.

2.13. LENGTH LIMITATIONS

The Registry Platform allows for the definition of criteria in terms of the length of the registered domain name. This feature can be used for example, to avoid the creation of two and three letter domain names within the TLD.

2.14. STRING BLOCKING

This feature allows for blocking of simple or complex 'strings' from being used in domain names. Examples include geographic names, sensitive medical terms, or foul language.

2.15. AUTOMATIC TRANSFER HANDLING

The Registry Platform is capable of automatically handling all transfers
using a proven automated process. When a transfer is initiated, the current
registrar receives a notification. This procedure is described in our
response to Question 27 (Domain Life Cycle) and the Domain Name Registration
Policy.

2.16. REGISTRAR DASHBOARD

The Registrar has a dashboard to verify the current status of the registrar
account. This includes a number of statistics on domain names in portfolio,
domain names recently registered, transferred in and out, etc. These
statistics are also provided over a longer period of time, allowing the
registrar to conduct statistical analysis of the portfolio. The interface
also provides an overview of transaction failures and the reason why, if
applicable. It also shows a detailed financial status.

2.17. REGISTRAR EXPORT

The Registrar web provides a separate page where the Registrar has bulk
access to the entire portfolio of domain names, contacts and all other
useful information stored in the database linked to the Registrar's account.
The data is available in various formats including XLS, CVS and XML. This
provides the Registrar with ample facility to verify portfolio and import
data into and verify data against any external system used by the Registrar.

2.18. INTERNATIONALIZED DOMAIN NAME (IDN)

The Registry Platform is IDN compatible and does not rely on the domain name
registrar to convert natural script into punycode. The Registrar simply
needs to enter the required information in natural language and the Registry
Platform will do the rest. This applies for both EPP and web interfaces.
Activation of the IDN feature is not foreseen for the applied-for gTLD.

3. FINANCIAL FEATURES

3.1. PRICING MODEL

The Registry Platform's management module allows the Registry Operator to
create pricing models as needed. Prices can be set for each type of
operation and can have an associated validity period. Price changes can
easily be implemented and put in the system with a specific starting date.

3.2. PRE-PAYMENT SYSTEM

For each domain name Registrar, an account is provisioned in the Registry
Platform. Every paying transaction reduces the account balance by the
corresponding fee. When the account does not contain enough funds, the
transaction will not finish successfully. This method eliminates the risk of
bad debtors. Invoices are generated at the end of each month for the
transactions executed and paid for in the previous period. This flexible
system also allows for a post-payment application.

3.3. CREDIT LINES

While the pre-payment system does not allow a Registrar to execute paying
transactions, such as registering a new domain name, a credit mechanism is
available that allows the Registry Operator to give a Registrar a credit
line for a specific period and a specific amount. During that period, the
Registrar's account may temporarily run negative for the specified amount.

3.4. INVOICING

The Registry Platform implements explicit renewals. Payments must be made with the Registrar's pre-payment accounts, although the Registry Operator can give a particular Registrar a credit line for a specific period. Monthly invoices, detailing all transactions that have occurred in the previous month, are generated by the Registry Platform.

3.5. PAYMENTS

The Registry Platform's management module keeps track of all payments that have been entered into the system. Registrars can access their complete invoice and payment history via the web interface.

3.6. EARLY WARNING SYSTEM

The Registry Platform contains a system of threshold to prevent the Registrar's account from going negative. When the prepay account drops below a certain threshold level, an email will be sent to the Registrar to inform him, thus allowing the Registrar to transfer sufficient funds into the account in time.

4. THIRD PARTY MODULES

4.1. ALTERNATIVE DISPUTE RESOLUTION (ADR) EXTRANET

In the event that a dispute arises over a domain name, the status of the domain name in question needs to be blocked. This is required to prevent the current holder from changing crucial data. As timing is very important, the Registry Platform includes a simple interface for the Alternative Dispute Resolution (ADR) provider that allows placing the disputed name on hold or in use again according to the outcome of the deliberation. Furthermore, if a complaint is launched against a domain name, the Registry Operator can permit the ADR dispute resolution service provider to log in and suspend any transactions on the name until the process is complete. When the dispute is resolved, the ADR provider can either remove the suspension or force a transfer according to the applicable rules and procedures of the UDRP (Uniform Domain-Name Dispute Resolution Policy).

4.2. SUNRISE PROCESS MANAGEMENT

The Registry Platform accommodates multiple types of Sunrise arrangements, including first-come-first-served validations or a defined Sunrise window that sends all applications for validation. Rules for the Sunrise period can be set, for example, the type and location of applicant and type, or the dates and geographical coverage of prior IP rights.

4.3. VALIDATION MANAGEMENT

The Registry Platform can provide a direct link to any ClearingHouse that ICANN or the Domain Name Registry may choose, thus encouraging more brand owners to participate in the Sunrise. Validation options include selection of names which are excluded from registration, which are Premium names, and include an auction process for competing applications. The Registry Platform is by default compliant with the Trademark Clearinghouse.

4.4. ESCROW MODULE

The escrow module allows for an easy transfer of full and incremental backups to one of ICANN's accredited escrow providers. Reports of all exchanges are kept and combined in a monthly report. Emergency backup procedures and verification scripts can be added.

A detailed description of the data escrow is provided in the response to question 38.

Demonstration of Technical & Operational Capability

24. Shared Registration System (SRS) Performance

1. OVERVIEW

The Shared Registration System (SRS) is a computer system for managing a domain name Registry, and allows for the registration, by authorized Registrars, of domain names and modification of information associated with that domain name on the Registry level.

The SRS has two matching subsystems: an Extensible Provisioning Protocol (EPP) server and a Registrar web interface.

2. HIGH-LEVEL SRS SYSTEM DESCRIPTION

2.1. INFRASTRUCTURE

The SRS platform consists of several services. These services provide the Registrar with access to the database. Registrar's access is limited to objects created and maintained by the Registrar. No other means than the SRS are provided to the Registrar to modify objects. The SRS system runs on a virtualized and strictly separated infrastructure to maintain consistency and security and provide for scalability and availability. For more information, reference is made to the relevant sections in question 31 (Technical Overview of the Proposed Registry), question 32 (System & Network Architecture) and Q33 (Database Capabilities).

2.2. EXTENSIBLE PROVISIONING PROTOCOL

As required by Specification 6 (section 1.2) and as detailed in the answer on Question 25 on the Extensible Provisioning Protocol (EPP), the Registry Operator will comply with the relevant existing RFCs. The Registry Operator will also, if applicable, implement the relevant RFCs published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in compliance with RFCs 5910, 5730, 5731, 5732, 5733 and 5734.

Extensive testing will verify that the software performs according to the performance specifications as required by Specification 10 for EPP.

The response to question 25 provides full details on the EPP implementation.

2.2.1. SECURITY

Access to the EPP server system is restricted in three ways:

- Access control to the production EPP server is restricted by IP address filters;

- SSL encryption is required for the communication channels between the Registrar's client system and the OT&E (Operation Test & Evaluation) and Production EPP servers;

- Authentication by means of a user name and a strong password is required for session establishment.

The EPP server requires that all three mechanisms must be correctly adhered to before access is granted.

The IP addresses from which the Registrar wants to connect to the EPP server must be registered through the Registrar web interface (maximum 5 IP addresses per Registrar, subject to evaluation).

2.3. REGISTRAR WEB INTERFACE

The Registry Operator will, in addition to the EPP server system, also run a Registrar web interface. This web interface can be used besides or instead of the EPP server interface to manage the registration and modifications of domain names and the information associated with those names.

The web interface has two parts: managing the objects in the domain name Registry database, and managing the Registrar's business account information.

2.3.1. MANAGING OBJECTS IN THE DOMAIN NAME REGISTRY DATABASE

The management of the objects in the database via the web interface is based on the same software code as for the EPP server implementation. The different subparts of managing the objects in the database are: maintaining domain names, maintaining contacts and maintaining hosts.

- Maintain Domain: The interface allows to easily find, check, query, add, update, renew, transfer or delete domain names from the Registrar account. As an extra feature, the history of the domain name can be explored (as long as the domain name resides in the Registrar's account).

- Maintain Contact: The interface allows to easily find, check, query, add, update or delete contact information. Also the history of the contact can be listed (as long as the contact stays in the Registrar's account).

- Maintain Host: The interface allows to simply find, check, query, add, update or delete host information from the Registrar account. Also the history of the host object can be viewed (as long as the host object is in the Registrar's account).

2.3.2. MANAGING THE REGISTRAR ACCOUNT

The Registrar Profile page allows the Registrar to:

- View, add and update own contact information for administrative, technical, commercial and financial purposes;

- Add and update the IP addresses required for access to the EPP server (see above);

- Add and update the different email addresses of the Registrar where he can be reached by the Registry Operator for administrative, technical and financial purposes; and

- View hitpoints (attributed when the EPP client software behaves
  erratically), and resume the Registrar account (when hitpoints reach a
  defined threshold, the Registrar account is suspended temporarily).

The financial information pages reveals:

- Account balance overview;

- Overview of invoices and payments, with details;

- Overview of possible renewals in coming months.

The reports page provides customized reports on gained and lost domain names
(via transfers), on nearly expired domain names and on the latest
transactions (per object type and transaction type).

The export page offers downloads of full exports of contacts, domain names
and hosts in different formats (CSV, XLS, XML), to allow the Registrar to
consolidate and cross-check his own data.

2.3.3. SECURITY

Access to the Registrar web interface is restricted in three ways:

- HTTPS encryption is required for the communication between the Registrar
  and the OT&E and production Registrar web interfaces;

- Authentication by means of a user name and password is required; and

- Extra passphrase authorization to confirm transactional commands
  (create∕modify∕delete).

All communication is encrypted and secured using the SSL∕TLS protocol. The
main idea of HTTPS is to create a secure channel over an insecure network.
Adding a trusted and verified server certificate ensures reasonable
protection from eavesdroppers and man-in-the-middle attacks.

Security is augmented by requiring an extra passphrase authorization to
complete all transactional commands on the SRS system.

2.3.4. REDUNDANCY & SCALABILITY

The SRS system runs on a mini-cloud virtualizing all machine infrastructures
needed (for further information on, for instance the number of servers, see
question 32). Not only does this improve high-availability and scalability,
it also allows for very fine grained access control improving security and
mitigating network cross connections. The cloud can be distributed over the
two sites allowing for a full hot-standby mirror site. Using network based
traffic mirroring, resources are scaled and load balancing and fail-over are
implemented.

The synchronization scheme for the Registry database, which contains all
information used by the Shared Registration System, is described in full
detail in the response to question 33 (Database Capabilities). The database
is continuously synchronized.

Dynamic updates are implemented on the nameserver infrastructure. All
changes to the database are immediately synchronized to the worldwide
nameserver infrastructure, with an average delay of 10 seconds.

3. RESOURCING PLAN

3.1. TECHNICAL RESOURCES

3.1.1. NETWORK

The Registry Platform is based on a full redundant network setup, based on
different technologies that together form a reliable setup. The network
setup is greatly detailed in the answer on Question 32 on Network & System
Architecture, and consists of:

- Multi-homed network with own IP-range and Autonomous System number (AS)
  announce via Border Gate Protocol (BGP);

- Redundant routers and firewalls;

- Fully redundant internal network for interconnection between the Registry
  Services.

- Network security measures include:

- Traffic shaping (on SYN packets) on the routers to minimize impact of
  (Distributed) Denial Of Service attacks;

- Stateful firewall to limit access to service ports only;

- Limiting source IP addresses per Registrar to connect to EPP server
  system;

- Network separation using VLAN (IEEE802.1q) technology to separate service
  and data plane;

- Private firewall on every server.

3.1.2. SERVERS

The EPP server and the Registrar web interface are running on their own
respective machines. Virtualization is used to make the service machines
independent of the underlying hardware.

3.1.3. INTERCONNECTIVITY WITH OTHER REGISTRY SERVICES

The Shared Registration System (SRS) maintains the objects in the core
database from a Registrar's perspective. All other Registry systems such as
the WHOIS service, the data escrow system, the (dynamic) zone file
generator, etc. use the core database.

The Registry Operator implements a thick Registry model, and as such the
full data are present in the core database. There is no need to synchronize
the data from different source databases into the master database.

As detailed in the answer on Question 33 on Database Capabilities, the
Registry Operator is using hot-standby database replication for redundancy
and fail-over, and if the load on the system should require so, the WHOIS
system can be off-loaded to another hot-standby read-only copy of the core
database, which is near-synchronous with the main database.

Note that the network and system setup on the primary site is duplicated on
a mirror site.

(View attachment for Figure 1: Interplay of Registry Services)

Other services such as the dynamic updates of the zone file, zone file
generation and escrow use the database or a trigger mechanism to update the
relevant resources when the Registrar updates objects in the database.

All changes to the database are tagged and linked to a transaction
description also specifying the relevant time stamp, user and IP address.
The information can be used to provide a full audit trail or to pinpoint
invalid or illegal behavior.

3.2. PERSONNEL

With regards to resourcing, reference is made to the global resourcing
scheme as part of response to Question 31 (Technical Overview of the
Proposed Registry). Implementation and maintenance of the Shared
Registration System is under the authority of the Software Developer, under
control of the Operations Manager. The technical infrastructure is
implemented and maintained by the Network & System Administrator.

25. Extensible Provisioning Protocol (EPP)

1. OVERVIEW

The Registry Operator will comply with the latest version of the Extensible
Provisioning Protocol (EPP). The domain name Registry is designed to strict
EPP standards from the ground up. No proprietary EPP extensions have been
developed. Upon selection of the Trademark Clearinghouse (TMCH) provider by
ICANN, the EPP implementation will be complemented with an interface towards
the TMCH, in line with community defined interface specifications.

2. EPP REGISTRY — REGISTRAR MODEL

The domain name registry implementation features a "thick" model as
represented by the rich object store managed by the centralized domain name
registry.

This object store can be managed by accredited Registrars via the EPP
interface that will be using the interface protocol specified by the current
EPP standard.

The EPP specification is broken up into an extensible object design with
each of the primary objects given an individual but consistent interface
that meet the base EPP framework as described below.

2.1. EPP PROTOCOL HIGHLIGHTS

2.1.1. RFC 5730 — EXTENSIBLE PROVISIONING PROTOCOL (EPP)

This document describes the foundation upon which all the specific objects
(Domain names, Hosts, Contacts) must adhere to in order to maintain a
consistent interface. A standard domain name registry specific extensible
object management framework is also described in this document to handle any
extra information need to satisfy policy or other agreements the domain name
registry may be required to sustain.

2.1.2. RFC 5731 — EXTENSIBLE PROVISIONING PROTOCOL (EPP) DOMAIN NAME MAPPING

This document describes an EPP mapping for the provisioning and management

of Internet domain names stored in a shared central repository. Specified in
XML, the mapping defines EPP command syntax and semantics as applied to
domain names.

2.1.3. RFC 5732 – EXTENSIBLE PROVISIONING PROTOCOL (EPP) HOST MAPPING

This document describes an EPP mapping for the provisioning and management
of Internet host names stored in a shared central repository. Specified in
XML, the mapping defines EPP command syntax and semantics as applied to host
names.

2.1.4. RFC 5733 – EXTENSIBLE PROVISIONING PROTOCOL (EPP) CONTACT MAPPING

This document describes an EPP mapping for the provisioning and management
of identifiers representing individuals or organizations (known as
"contacts") stored in a shared central repository. Specified in XML, the
mapping defines EPP command syntax and semantics as applied to contacts.

2.1.5. RFC 5734 – EXTENSIBLE PROVISIONING PROTOCOL (EPP) TRANSPORT OVER
TRANSMISSION CONTROL PROTOCOL (TCP)

This document dictates the TCP connection strategies to use. The implemented
transport layer is conform to RFC 5734 and RFC 2246. RFC 5734 specifies the
low level transport and allows for a typical TCP connection to be used to
serve as a client-server communication channel. To secure the communication
between client and server, an obligatory Transport Layer Security (TLS)
layer is run on top of the TCP connection, as specified in RFC 2246.

A number of security settings no longer comply with current security needs
and are prohibited in RFC 6176. The security algorithms that are allowed to
communicate were chosen to be secure and compliant with a wide variety of
implementations currently in use on most operating systems. These security
algorithms include Advanced Encryption Standard (AES) and Triple Data
Encryption Standard (TripleDES) for encryption and RSA for negotiation.

2.1.6. RFC 5910 – DOMAIN NAME SYSTEM (DNS) SECURITY EXTENSIONS MAPPING FOR THE
EXTENSIBLE PROVISIONING PROTOCOL (EPP)

This document describes the DNSSEC Extensions Mapping for EPP for the
provisioning and management of DNS security extensions stored in a shared
central repository. Specified in XML, the mapping defines EPP DNSSEC
extensions to the command syntax and semantics as applied to domain names.

2.1.7. RFC 3915 – DOMAIN REGISTRY GRACE PERIOD MAPPING FOR THE EXTENSIBLE
PROVISIONING PROTOCOL (EPP)

This document describes the Registry Grace Period (RGP) Extensions Mapping
for EPP for the management of domain names subject to "grace period"
policies defined by ICANN. Specified in XML, the mapping defines EPP RGP
extensions to the command syntax and semantics as applied to domains.

2.2. SUPPORTED COMMAND SET

A full set of EPP commands is implemented, as specified in the above
mentioned RFCs. The EPP service provides all commands specified in the RFCs
5730, 5731, 5732, 5733, 3915 and 5910 in a fully functional fashion. The
commands are implemented conform the specifications set forth in the RFCs.
The fully compliant XSD schema describing the XML layout which can be used
to validate the XML command can be found in RFC 5730-5733, 3915 and 5910.

Please note that two extensions are implemented:

- RFC 3915 is a specific extension to implement the "grace period" policies, both in providing extra information to the Registrar, as well as the possibility to restore a domain name from redemption.

- RFC 5910 is a specific description to comply with the DNSSEC extension, as is required by the Applicant Guidebook, to manage the DNSSEC keys of the domain name.

The domain name registry will provide the following command sets to support the Registry Service:

- Greeting

- Session management

- Object Query

- Object Transform

All commands from the EPP client to the EPP server run over an encrypted connection. The EPP client has to identify itself by using the predefined session management command 〈login〉 using unique and out-of-band communicated credentials.

The command sets are described in detail below.

2.2.1. GREETING

The EPP server will respond to a successful connection by returning a greeting to the client. The greeting response includes information such as:

- The name of the server

- The server's current date and time in Coordinated Standard Time (UTC)

- The features supported by this server, which may include:

  * One or more protocol versions supported by the server

  * One or more languages for the text response supported by the server

  * One or more 〈objURI〉 elements which identify the objects which the server is capable of managing

  * An optional 〈svcExtension〉 element that contains one or more 〈extURI〉 elements that contain namespace URIs representing object extensions supported by the server. Here the EPP server will announce support for rgp-1.0 (as defined in RFC 3915) and for secDNS-1.1 (as defined in RFC 5910).

At any time a 〈hello〉 command can be used to receive a 〈greeting〉 response.

2.2.2. SESSION MANAGEMENT

EPP provides two commands for session management: 〈login〉 to establish a session with a server, and 〈logout〉 to end a session with a server.

– Login: The EPP ⟨login⟩ command is used to establish a session with an EPP
server in response to a greeting issued by the server. A ⟨login⟩ command
MUST be sent to a server before any other EPP command.

– Logout: The EPP ⟨logout⟩ command is used to end a session with an EPP
server.

2.2.3. OBJECT QUERY COMMANDS

EPP provides three commands to retrieve object information:

– ⟨info⟩ to retrieve detailed information associated with a known object,

– ⟨check⟩ to determine if an object is known to the server, and

– ⟨transfer⟩ to retrieve known object transfer status information. These are
described into further detail below.

Info: The EPP ⟨info⟩ command is used to retrieve information associated with
a known object. The elements needed to identify an object and the type of
information associated with an object are both object-specific, so the child
elements of the ⟨info⟩ command are specified using the EPP extension
framework.

Check: The EPP ⟨check⟩ command is used to determine if an object is known to
the server. The elements needed to identify an object are object-specific,
so the child elements of the ⟨check⟩ command are specified using the EPP
extension framework.

Poll: The EPP ⟨poll⟩ command is used to discover and retrieve notification
messages queued by the server for individual Registrars. Some elements are
object-specific, so the child elements of the ⟨poll⟩ response are specified
using the EPP extension framework.

Transfer (Query): The EPP ⟨transfer⟩ command provides a query operation that
allows a client to determine real-time status of pending and completed
transfer requests. The elements needed to identify an object that is the
subject of a transfer request are object-specific, so the child elements of
the ⟨transfer⟩ query command are specified using the EPP extension
framework.

2.2.4. OBJECT TRANSFORM COMMANDS

EPP provides five commands to transform objects:

– ⟨create⟩ to create an instance of an object with a server,

– ⟨delete⟩ to remove an instance of an object from a server,

– ⟨renew⟩ to extend the validity period of an object,

– ⟨update⟩ to change information associated with an object, and

– ⟨transfer⟩ to manage changes in client sponsorship of a known object.

These are described into further detail below.

Create: The EPP 〈create〉 command is used to create an instance of an object.
An object may be created for an indefinite period of time, or an object may
be created for a specific validity period. The EPP mapping for an object
MUST describe the status of an object with respect to time, to include
expected client and server behavior if a validity period is used.

Delete: The EPP 〈delete〉 command is used to remove an instance of a known
object. The elements needed to identify an object are object-specific,
therefore the child elements of the 〈delete〉 command are specified using the
EPP extension framework.

Renew: The EPP 〈renew〉 command is used to extend the validity period of an
object. The elements needed to identify and extend the validity period of an
object are object-specific, therefor the child elements of the 〈renew〉
command are specified using the EPP extension framework.

Transfer: The EPP 〈transfer〉 command is used to manage changes in client
sponsorship of a known object. Clients may initiate a transfer request,
cancel a transfer request, approve a transfer request, and reject a transfer
request.

Update: The EPP 〈update〉 command is used to change information associated
with a known object. The elements needed to identify and modify an object
are object-specific, therefore the child elements of the 〈update〉 command
are specified using the EPP extension framework.

All above transform commands can be processed by the Registry Operator in
two ways:

- immediately process the requested action;

- initiate processing the requested action, but allow for off-line review or
  further interaction before completing the requested action. The response
  of the EPP server will clearly note that the requested action is
  "pending".

In the latter case the state of the corresponding object will clearly
reflect processing of the pending action. For more information on the domain
name states, reference is made to the response to Question 27 (Domain Name
Lifecycle).

2.3. FUNCTIONALITY TO PROVISION REGISTRY SERVICES

To comply with the current EPP standard, a fully functional set of commands
is at the Registrar's disposal. These functions are based on the CRUD
(Create — Read — Update — Delete) principle. The state of the data is
maintained by creating (C), reading (R), updating (U) and eventually
deleting (D) the data from the database.

The following basic objects exist in the database:

- Domain: The domain object contains all relevant information to the domain
  name. This includes registration date, renewal date, status and DNSSEC key
  material.

- Host: A host object defines a hostname which might be linked to a domain

name. It is intrinsically needed to get the domain name working. It
contains at least a domain name, possibly IP addresses and other
references.

- Contact: The contact object specifies a person or an organization. It
  contains various fields to identify such party. When linked to a domain
  name, a specific role is attributed to the relation.

The following commands, per object, allow for the full CRUD cycle to be
implemented conform the above specified relevant RFC's. Please note that the
read commands as referred to in the CRUD terminology are defined as query
commands in the EPP-centric documentation. All objects are attributed to a
specific Registrar and remain under its supervision. No other Registrar is
granted access to these objects.

Registrars should first verify if the object is manageable (and owned) by
using the ⟨check⟩ command. To get the content of an object, use the ⟨info⟩
command.

(View attachment for Table 1: Commands per object type)

By assigning a Registrar to all objects, a unique identifiable party is
assigned to any object as the owner that is allowed to change and delete the
object. To maintain a history of all changes, both a full trace log
identifying Registrar, IP address, time and command as well as a history of
the objects are stored in the database. This allows for a swift
reconstruction of any interaction with the system. For more information we
refer to the response to Question 33 of the evaluation criteria (Database
Capabilities).

To avoid confusion on the responsibility of contact objects, the Registry
Operator will not allow transfers of such contact objects between
Registrars. A contact object will always remain under maintenance of the
Registrar that created it. As a consequence the Registry Operator will
complete a transfer domain operation by implicitly cloning all contact
objects attached to the domain under transfer, so that the gaining Registrar
will have full control over his contact objects.

3. EPP EXTENSIONS

In order to be compliant with ICANN's Applicant Guidebook, an additional
extension to maintain the domain object is needed to integrate with the
Trademark ClearingHouse (Module V of ICANN's Applicant Guidebook).

At the moment, no party has been appointed to perform the TradeMark
Clearinghouse function, hence no specifications for interfacing have been
established.

The function of the TradeMark Clearinghouse is to enable trademark holders
to register their right in a central database, from where the trademark
holder receives a validation code that can be used to apply for a domain
name in a new TLD.

To that extent, ongoing community effort led already to a Launch Phase
Mapping for EPP. This Internet-Draft describes an extension mapping for EPP
that specifies a flexible scheme that can be used to implement several
common use cases related to the provisioning and management of launch phase
extension in a domain name registry.

This mapping enables the Registrar to apply for⁄claim a domain name in the

sunrise phase using the Pre-Validation Result Code ⟨pvrc⟩ from the TM Clearinghouse.

4. SECURITY

It is imperative to make sure the service is not blocked by Denial Of Service attacks (DOS). To prevent this from happening, a number of security barriers are in place:

- rate limiting the number of connections on the border router;

- allowing only specific IP addresses specified by the Registrar;

- limiting the number of concurrent connections per Registrar.

The EPP service will run on its own virtual machine. Resources available to the machine are constantly monitored. Early warnings are sent out in case any of the resources are deemed to be inadequately provisioned.

Security is enhanced by limiting the access to the EPP server to a Transport Layer Security (TLS) connection using high-grade encryption.

The Registrar is authenticated using the predefined session commands as defined in the above RFCs. The initial credentials are exchanged between the Registry Operator and the Registrar over an out-of-band channel.

A strict object-to-Registrar link exists such that a Registrar can only view, access and modify its own managed objects.

5. RESOURCING PLAN

5.1. TECHNICAL RESOURCES

This service is delivered by a JAVA application running on a TOMCAT server. To ensure the database is consistent at all times, a lock is set per Registrar to ensure multiple connections set up by a Registrar are serialized at the application level. To maintain high speed at all time, a locking mechanism is also active at the domain name level, ensuring no two domain name registrations for the same domain name are modified, while still allowing the necessary concurrency.

Experience has learned that, under high load conditions, the bottleneck will rather be located at the database level, and not at the application level. If extra CPU power is required to deal with high volumes, an extra EPP service will be provided using an alternate IP address or using a load balancer.

To improve database security, the EPP server's access to the database is limited to a specific separate network. For a more complete and detailed picture, reference is made to the response to Question 32 of the evaluation criteria (System & Network Architecture).

5.2. PERSONNEL

With regards to resourcing, reference is made to the global resourcing scheme as part of response to Question 31 (Technical Overview of the Proposed Registry). Implementation and maintenance of the Extensible Provisioning Protocol is under the authority of the Software Developer, under control of the Operations Manager. The technical infrastructure is implemented and maintained by the Network & System Administrator.

26. Whois

1. OVERVIEW

   The Registry Operator will operate a WHOIS service available via port 43 in
   accordance with RFC3912. This standard service is intended as a lookup
   service for Registry Operators, Registrars, Registrants, as well as for
   other individuals and businesses that wish to query details of domain names
   or nameservers stored in the domain name Registry and that are public. The
   standard WHOIS service provides a central location for all authoritative
   data the Registry has on the domain name. The Registry Operator also
   provides a front-end web interface to allow for convenient user access to
   the WHOIS service.

   The Registry Operator will also operate a Domain Availability Service (DAS)
   via port 4343. Reference is made to section 5 of this response for further
   detail.

   All WHOIS⁄DAS services are connected to the main domain name Registry
   database. If and when it is necessary for operational stability reasons, the
   WHOIS server can be duplicated, and connected to one or more read-only hot
   standby database mirrors. These mirrors are updated a-synchronously via
   streaming replication, which results in a near real-time data duplication.

2. WHOIS SERVICE

2.1. RFC-3912 COMPLIANT WHOIS

   The RFC3912-conformant WHOIS service is engineered to handle moderate
   transaction load and is part of the standard suite of Registry Services. The
   WHOIS service will return a single response per domain name or nameserver
   query. The RFC3912-conform WHOIS service will comply with the requirements
   of Specification 4 of the Registry Agreement.

   The RFC3912-compliant service provided by the Registry Operator will have
   the following features:

   - Standard protocol accessible over the common WHOIS port 43;

   - Near real-time updates;

   - The format of responses follows a semi-free text format outline below,
     followed by a blank line and a legal disclaimer specifying the rights of
     the Registry Operator, and of the user querying the database;

   - Each data object is represented as a set of key⁄value pairs, with lines
     beginning with keys, followed by a colon and a space as delimiters,
     followed by the value;

   - For fields where more than one value exists, multiple key⁄value pairs with
     the same key are allowed (for example to list multiple name servers). The
     first key⁄value pair after a blank line should be considered the start of
     a new record, and should be considered as identifying that record, and is
     used to group data, such as hostnames and IP addresses, or a domain name
     and Registrant information, together; and

   - The format of the following data fields is: domain status, individual and

organizational names, street, city, state⁄province, postal code, country, telephone and fax numbers, email addresses, date and times conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.

2.2. WHOIS SERVICE DATA ELEMENTS

The RFC3912-conform service will include the following data fields:

- The name of the domain name registered;

- The IP addresses of the primary nameserver and secondary nameserver(s) of the name registered, if applicable, and the corresponding names of those nameservers;

- The identity of the Sponsoring Registrar;

- The original creation date and term of the registration;

- The name, postal address, e-mail address, voice telephone number, and (if available) fax number of the domain name Registrant;

- The name, postal address, e-mail address, voice telephone number, and (if available) fax number of the technical contact for the domain name registered;

- The name, postal address, e-mail address, voice telephone number, and (if available) fax number of the administrative contact for the domain name registered; and

- The occupation, speciality, license id, license issuing authority, last verification date of the registrant; these information are provided by the Medical Clearinghouse.

2.3. WHOIS DATA UPDATE FREQUENCY

The Registry Operator will be running a thick registry model, so the data will be readily available and doesn't need to be collected from the Registrars. The WHOIS service will query the main database, or, if database load or operational reasons demand, will query a hot standby read-only database mirror. In case of querying the main database, the data is always up-to-date, in case of querying a mirror database, the data is updated continuously via streaming replication and is near real time up-to-date (in a matter of seconds or minutes).

2.4. PRIVACY CAPABILITY

The Registry Operator will protect the privacy of an individual where required. If the Registrant of a domain name is an individual, the WHOIS service could disclose only limited information on the Registrant. If the Registrant wishes to disclose more information, he can instruct the Registrar to update the corresponding contact object in the Registry database (e.g. using the ⟨contact:disclose⟩ statement in EPP according to RFC5733).

If legislation mandates to avoid automatic harvesting of the Registrant's details (because port 43 WHOIS is plain text), the WHOIS service could omit the Registrant details and refer the initiator of the query to the web-based WHOIS where the WHOIS data will be disclosed in a multiple-step process.

2.5 QUERY CONTROL — OBJECT TYPE CONTROL

The following keywords restrict a search to specific object type:

- Domain: Search only by domain objects. The input string is searched in the Domain Name field.

- Contact: Search only contact objects. The input string is searched in the Contact ID field.

- Nameserver: Search only by nameserver objects. The input string is searched in the nameserver field and the IP address field.

- Registrar: Search only Registrar objects. The input string is searched in the Registrar ID and Registrar Name fields.

By default, if no object type control is specified, then the Name field of the Domain object is searched.

3. WHOIS OUTPUT FIELDS

3.1. DOMAIN RECORDS

3.1.1. INTRODUCTION

The WHOIS server can answer a domain name query in three different ways:

- The domain name is registered in the domain name registry database, a typical response is detailed in section 3.1.2;

- The domain name is not registered, nor available for registration, because of various reasons, such as appearing on the blocked or reserved list, as specified in the Applicant Guidebook (see article 2.6 of the Registry Agreement), or for policy reasons. A typical response is detailed in section 3.1.3.

- The domain name registry has no information on the domain name in the request. A typical response is detailed in section 3.1.4.

3.1.2. DOMAIN NAME IS REGISTERED

A WHOIS query that results in domain name information will return the following fields from the domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record.

- Domain Name;

- Domain ID;

- Domain Status (several domain status codes can be shown here, such as OK or INACTIVE, a pending action status and∕or restriction flags. An overview can be found in the response to Question 27 on Domain Name Lifecycle);

- Sponsoring Registrar (IANA-assigned identifier) and name of Registrar

- Registrant, Administrative, Technical Contact Information including:

  * Contact ID

      * Contact Name

      * Contact Organization

      * Contact Address, City, State⁄Province, Country

      * Contact Postal Code

      * Contact Phone, Fax, E-mail

- Names of Nameservers and IP addresses (IPv4 and⁄or IPv6) associated with this domain

- Creation Date

- Domain Expiration Date

- Domain Last Updated Date

- DNSSEC status of delegation (signedDelegation, unsigned)

For domain names that are registered in the sunrise phase, the WHOIS can show additional labels containing sunrise information (depending on the information provided by Trademark ClearingHouse, in accordance with Specification 7 in the Applicant Guidebook).

Because registered domains are subject to approval by the Medical ClearingHouse, the WHOIS will show additional labels containing information provided by the said Medical ClearingHouse, in accordance with Specification 4 in the Applicant Guidebook.

An example of the extra labels provided by the Medical ClearingHouse is:

   MCH Registrant Occupation: Physician
   MCH Registrant Speciality: Family doctor
   MCH Registrant Licence: 12345678
   MCH Registrant Licence Issuing Authority: Example State Medical Board
   MCH Registrant Last Verification Date: 2013-04-06T12:35:49+02:00
   MCH Registrant Professional Information: http:⁄⁄mch.med⁄12345678

3.1.3 DOMAIN NAME IS NOT REGISTERED, BUT NOT AVAILABLE

A WHOIS query for a domain name that is not registered in the domain name Registry database, but is also not available for registration, will result in a single line with the reason of non-availability (f.i. ″Reserved by Registry″ or ″Blocked by Registry″).

3.1.4 NO INFORMATION ON DOMAIN NAME

A WHOIS query for a domain name for which the domain name registry has no information, will result in a single line stating ″NOT FOUND″.

3.2. NAMESERVER RECORD

A WHOIS query that results in nameserver information will return the following (this set of information is referred to as the Nameserver Record):

- Nameserver name

- IP address (if applicable, IPv4 and⁄or IPv6)

- Sponsoring Registrar (IANA-assigned identifier)

3.3. CONTACT RECORD

A WHOIS query that results in contact information will return the following.
This set of information is referred to as the Contact Record.

- Contact ID

- Contact Name

- Contact Organization

- Contact Address, City, State∕Province, Country + 3 street fields

- Contact Postal Code

- Contact Phone, Fax (if available), E-mail

- Create Date

- Contact Last Updated Date

- Contact Status (several contact status codes can be shown here, such as OK
  or LINKED, a pending action status and∕or restriction flags)

- Sponsoring Registrar (IANA-assigned identifier)

3.4. REGISTRAR RECORD

A WHOIS query that results in Registrar information will return the
following (this set of information is referred to as the Registrar Record):

- Registrar ID (conforming to the IANA Registrar-ids registry)

- Registrar Name

- Registrar Address, City, State∕Province, Country

- Registrar Postal Code

- Registrar Phone, Fax, E-mail

- Registrar Administrative Contacts

- Registrar Technical Contacts

- Registrar Billing Contacts

4. MEASURES FOR ABUSE MITIGATION

Measures are taken to protect the WHOIS port 43 service against bulk access:

- The number of queries is limited per querying IP address in two different
  ways: a maximum number of queries per second, and a capped number of
  queries per hour. Excessive querying will result in a denial of the result
  of the query.

- The web-based WHOIS implements a multiple-step process to obtain the
  queried data, and is protected by a CAPTCHA image. Here the number of
  queries per day per IP address is also capped.

– Data-mining techniques are implemented to monitor the distribution of the
querying client's IP addresses. Anomalies will be brought under the
attention of the Registry Operator for further evaluation.

Often the reason for bulk access to the WHOIS service is querying the
availability of the domain name (e.g. from Registrar's web front-ends).
Therefore the domain name Registry Operator will also introduce a Domain
Availability Service (DAS).

5. DOMAIN AVAILABILITY SERVICE (DAS)

The DAS service will run on port 4343 and implements a very simple protocol,
similar to the WHOIS protocol. The DAS service only indicates whether the
given domain name is still available for registration or not, thereby not
giving more information regarding the Registrant.

The query format:

    whois –p 4343 EXAMPLE.TLD

The response format:

    Domain Name: EXAMPLE.TLD
    Available: yes

    Domain Name: EXAMPLE.TLD
    Available: no

Bulk access to the DAS service is not discouraged, but, if required by
stability concerns, the number of queries per second can be capped.

6. SEARCHABLE WHOIS CAPABILITIES

The web-based WHOIS service will also offer the possibility to partially
match the domain name field. The search string must be at least 4
characters, and the wildcard operator '*' must be added at the beginning
and⁄or at the end of the search string. The WHOIS service will then return a
HTML page with a maximum of 10 matching domain names, which can be clicked
to view full details.

The search capabilities can only be explored by legitimate authorized users.
Candidate users of this service need to apply for access to these features,
giving a legitimate reason why they would need the service.

If the applicable privacy laws and policies allow to do so, more search
capabilities can be enabled on the web-based WHOIS service, conform to
Specification 4 of the Applicant Guidebook.

To prevent abuse of the service, all queries are stored per user. The number
of queries per month is capped.

The searchable WHOIS capabilities offers the same privacy rules as described
above.

Security and StabilityThe WHOIS setup has multiple overload protection
systems in place:

– At the border of the network, rate limiting is implemented;

– The stateful firewall prevents abuse from a single IP address;

- The IDS⁄IPS prevents malformed WHOIS requests from passing;

- To be able to maintain a high load of WHOIS queries, a cluster of virtual machines is set up. By using port replication or broadcast MAC, no load-balancing single points of failure are introduced;

- If the WHOIS service load on the database experiences decreasing performance, as many extra read-only copies of the Registry database as needed can be set up and used by the WHOIS server(s) to provide extra WHOIS capacity. The capacity of the WHOIS service is therefore only capped by the rate limiting that is implemented at the network edge;

- All WHOIS (port 43) cluster nodes run as separate virtual machines.

(View attachment for Figure 1: WHOIS Network & Infrastructure Overview)

7. RESOURCING PLAN

With regards to resourcing, reference is made to the global resourcing scheme as part of response to question 31 (Technical Overview of the Proposed Registry). Implementation and maintenance of the WHOIS and DAS is under the authority of the Software Developer, under control of the Operations Manager. The technical infrastructure is implemented and maintained by the Network & System Administrator.

27. Registration Life Cycle

1. Overview

The registration life cycle for .MED Domain Name Registry is etched on the life cycle of an open brand TLD.

However a stricter registration policy will be applied: at all times the registration of a domain name will be subject to validation by at least one Clearinghouse. During sunrises A and B, the Trademark Clearinghouse will be consulted. Outside sunrise A, a specific .MED Clearinghouse (Medical Clearinghouse) will be used. Also the request to update the registrant handle (change of ownership) will be passed to the Medical Clearinghouse .

The following sections give an overview of the different actions that the Registrar can perform to influence the state of a domain name. Some might just change the state of the domain name. Others might alter the domain name's information such as name servers, contacts, DNSSEC keys and client flags.

Some actions also involve interaction from the domain name Registry Operator.

The domain name Registry Operator will never allow free domain name registrations: all requests to register a domain name will need validation by a clearinghouse. Hence the Domain Name Registry will be operating in a permanent sunrise regime.

2. REGISTRATION LIFECYCLE

The time line of a domain name is schematically provided in Figure 1.

(View attachment for Figure 1: Domain Timeline)

The following paragraphs provide more detail on the different steps in the time line.

2.1 REGISTRATION (UNDER SUNRISE REGIME)

- The Domain Name Registry Operator receives the domain create command

- The domain name goes into state pendingCreate

- The clearinghouse does validation of the domain name for the registrant

- The domain name is registered if properly validated, or canceled otherwise.

2.2 UPDATE

- Add, remove or change of tech, admin, billing contact handle possible

- Add, remove or change of name servers possible

- Add, remove or change of DNSSEC keys possible

- Update registrant handle will put the domain name in the pendingUpdate state. The change of ownership has to be validated by the Medical Clearinghouse. The update proceeds if the validation is successful, or it will be canceled otherwise. A successful update of the registrant handle will result in the extension of the registration period with one year. Regardless the outcome of the validation by the clearinghouse, the operation will be billed to the registrar.

2.3. TRANSFER

- Transfer: change of Registrar

- Transfer command secured by authentication code

- Losing Registrar notified to accept or reject the transfer (after consulting registrant and∕or admin contact)

- A successful transfer extends the registration period with one year (up to a maximum of ten years)

2.4. RENEW

Registrars use the Renew Domain command to extend the registration period of a domain name. A Registrar can only renew domain names for which it is the sponsoring registrar. The Renew Domain command can be specified with a registration period, from one to ten years. The resulting expiry date must not lay further than 10 years in the future.

- No auto renew by the Domain Name Registry on expiration of the domain name.

- Explicit renewal of period needed in advance of the expiry date (registration period can be extended up to 10 years)

2.5. DELETE

- Deletion puts domain name in redemption status

    – Deleted from zone file instantly (serverHold)

2.6. REDEMPTION

    – Domain name is no longer available in zone file (serverHold)

    – Domain name can be restored before the end of the redemption grace period (RGP)

    – The domain name will be purged after the pendingDelete interval

2.7 AVAILABLE

    Domain name comes back in the pool of available domain names.

3. RFC5731-COMPLIANT DOMAIN NAME STATUS CODES

The status information on a domain name is in line with the flags described in RFC5731, section-2.2 and section 2.3. It is a combination of the following Status Value Descriptions:

– clientDeleteProhibited, serverDeleteProhibited: Requests to delete the domain name will be rejected.

– clientHold, serverHold: DNS delegation information is not published for the domain name.

– clientRenewProhibited, serverRenewProhibited: Requests to renew the domain name are rejected.

– clientTransferProhibited, serverTransferProhibited: Requests to transfer the domain name are rejected.

– clientUpdateProhibited, serverUpdateProhibited: Requests to update the domain name, other than to remove this status, are rejected.

– inactive: Delegation information has not been associated with the domain name. This is the default status when a domain name is first created and there are no associated host objects or attributes for the DNS delegation. This status can also be set by the server when all host-object associations are removed.

– ok: This is the normal status value for a domain name that has no pending operations or prohibitions. This value is set and removed by the server as other status values are added or removed.

– pendingCreate: Request to create a new domain name has been received and is being processed or evaluated.

– pendingDelete: Request to delete an existing domain name has been received and is being processed or evaluated.

– pendingRenew: Request to renew an existing domain name has been received and is being processed or evaluated.

– pendingTransfer: Request to transfer an existing domain name has been received and is being processed or evaluated.

– pendingUpdate: Request to update an existing domain name has been received and is being processed or evaluated.

Following combinations are excluded:

- ok cannot be combined with any other status

- pendingDelete status cannot be combined with clientDeleteProhibited or
  serverDeleteProhibited status

- pendingRenew cannot be combined with clientRenewProhibited or
  serverRenewProhibited status

- pendingTransfer status cannot be combined with
  clientTransferProhibited or serverTransferProhibited status

- pendingUpdate status cannot be combined with clientUpdateProhibited or
  serverUpdateProhibited status

- pendingCreate, pendingDelete, pendingRenew, pendingTransfer and
  pendingUpdate cannot be combined

The status flags starting with the word 'client' can be changed and updated
by the Registrar. The status flags starting with 'server' are handled by the
domain name Registry Operator.

The Domain Name Registry will implement the above statuses in full.

4. RFC3915-COMPLIANT DOMAIN NAME STATUS CODE

These flags are referred to as the RGP flags (Registry Grace Period). The
following flags are defined and can be found in a separately available EPP
extension called the RGP extension (RFC3915).

- addPeriod: This "add grace period" is provided after the initial
  registration of a domain name. If the domain name is deleted by the
  registrar during this period, the domain name registry provides a credit
  to the registrar for the cost of the registration.

- autoRenewPeriod: This "auto-renew grace period" is provided after a domain
  name registration period expires and is extended (renewed) automatically
  by the registry. If the domain name is deleted by the registrar during
  this period, the registry provides a credit to the registrar for the cost
  of the renewal.

- renewPeriod: This "renew grace period" is provided after a domain name
  registration period is explicitly extended (renewed) by the registrar. If
  the domain name is deleted by the registrar during this period, the
  registry provides a credit to the registrar for the cost of the renewal.

- transferPeriod: This "transfer grace period" is provided after the
  successful transfer of domain name registration sponsorship from one
  registrar to another registrar. If the domain name is deleted by the new
  sponsoring registrar during this period, the registry provides a credit to
  the registrar for the cost of the transfer.

- redemptionPeriod: This status value is used to describe a domain for which
  a ⟨delete⟩ command has been received, but the domain has not yet been
  purged because an opportunity exists to restore the domain and abort the
  deletion process. This status must be combined with the pendingDelete
  status in the EPP domain mapping.

– pendingRestore: This status value is used to describe a domain that is in
  the process of being restored after being in the redemptionPeriod state.
  This status must be combined with the pendingDelete status in the EPP
  domain mapping.

– pendingDelete: This status value is used to describe a domain that has
  entered the purge processing state after completing the redemptionPeriod
  state without succesful restoration. This status must be combined with the
  pendingDelete status in the EPP domain mapping.

The Domain Name Registry will partially implement the above RGP statuses:
the statuses concerning the redemption of the domain name (redemptionPeriod,
pendingRestore, pendingDelete).

The following statuses will not be implemented:

– addPeriod: since all registrations pass through a permanent sunrise using
  a Clearinghouse, no domain name tasting is implemented;

– autoRenewPeriod: because the domain name registry does not automatically
  renew domain names;

– renewPeriod: because the registrar has explicitly and successfully issued
  the renew command, no refund is granted;

– transferPeriod: because the registrar has explicitly and successfully
  issued the transfer command, no refund is granted.

5. STATUS CODE MATRIX

There are two types of status values. These may change as a result of the
Client initiating a transform command referring to the commands referenced
in the 'Client' column or by the domain name Registry referring to the
'Server' column. The last column referred to as 'General' contains flags
that transitional status values.

(View attachment for Table 1: Status Code Matrix)

The Prohibited flags have no influence on the status of the domain object.
They prevent the denoted command from being executed on the domain name
object. As such when set, they prevent the transform command from being
executed and hence block the specified domain name life cycle transition.
They have no influence on state of the domain name object.

6. STATUS TRANSITIONS

6.1. GLOBAL STATUS TRANSITIONS

The following domain name states can be determined:

– The domain name status is defined as 'available for registration' (in
  short 'available') if the domain name is conform to the registration
  policy and the domain name object does not exist.

– The domain name is registered (no pending actions).

– The domain name has a pending action. This can be one of the following

  * pendingCreate

  * pendingTransfer

  * pendingDelete

  * pendingUpdate

  * pendingRenew

(View attachment for Table 2: Exhaustive list of transitions)

Some transitions might be influenced by the registration policy. For instance:

- The create has to be verified by the domain name Registry to see if no conflicts or infringements are detected.

- The name servers added to the domain name object have to comply with certain rules set forth in the policy.

- Change of ownership has to be verified.

- Domain name matches predefined rule set needing registry acceptance.

This is a non-exhaustive list which should reflect domain name registration policy regulations.

6.2. REGISTRY GRACE PERIOD STATUS TRANSITIONS

The following domain name states are added to the domain name object when it has the EPP pendingDelete status:

- redemptionPeriod

- pendingRestore

- pendingDelete

(View attachment for Table 3: Exhaustive list of 3c pendingDelete state transitions)

6.3. REGISTRATION STATE DIAGRAM

The Registration state diagram shows all possible states and transactions between those states.

The domain name life cycle can be found in the attached flow chart.

(View attachment for Figure 2: Registration State Diagram)

7. TRANSITION COMMANDS

The following domain object commands can be used to trigger status transitions:

(View attachment for Table 4: Transition commands)

8. REGISTRY TRANSITIONS

The following domain object commands can be used to trigger status transitions:

(View attachment for Table 5: Registry status transitions)

9. RESOURCING PLAN

   With regards to resourcing, reference is made to the global resourcing
   scheme as part of response to Question 31 (Technical Overview of the
   Proposed Registry). Implementation and maintenance of the Registration
   Lifecycle in the Registry Platform is under the authority of the Software
   Developer, under control of the Operations Manager.

28. Abuse Prevention and Mitigation

1. INTRODUCTION

   Next to ensuring that a TLD is operated in a technically stable and secure
   manner, it is also of utmost importance that the Internet community at large
   is safeguarded from abusive and malicious behavior. Existing TLDs have often
   suffered from such behavior and, gradually, best practices have been
   developed in order to not only counter abusive or malicious conduct, but
   also prevent such issues from happening.

   Abusive use of a domain name generally includes, but is not limited to the
   following:

   - illegal or fraudulent actions;

   - using domain names in the TLD in order to send or forward unsolicited bulk
     messages, generally referred to as "spam";

   - distribution of malware: using domain names in order to disseminate
     software (e.g. computer viruses, key loggers, etc.) that is designed to
     damage or harm the integrity of computers;

   - phishing: displaying web pages that are intended to mislead Internet
     users, with the aim of obtaining in a malicious manner from such users
     their sensitive data such as logins and passwords of the pirated websites;

   - pharming: redirecting Internet users to fraudulent website, which is
     generally done by hijacking or poisoning the DNS or changing host files on
     the victim's computer;

   - fast-flux hosting and botnets;

   - Illegal access to Other Computers or Networks: Illegally accessing
     computers, accounts, or networks belonging to another party, or attempting
     to penetrate security measures of another individual's system (often known
     as "hacking"). Also, any activity that might be used as a precursor to an
     attempted system penetration (e.g., port scan, stealth scan, or other
     information gathering activity);

   - Using domain names in the TLD in order to disseminate illegal content,
     such as child pornography

   Given the fact that the applied-for TLD will likely be and remain a single
   registrant TLD, as explained in our response to Question 18 et seq., where
   only members of HEXAP will be entitled to register domain names in the TLD,
   the likelihood for any such abusive behavior in this TLD to materialize is

lower. Nonetheless, HEXAP commits to implement the preventive and curative measures described in the following paragraphs, in order to ensure that the applied-for TLD is operated in a responsible manner.

2. CONTROL

HEXAP ⁄ Registry Operator will put in place various tools in order to mitigate or even exclude the possibility that the reputation of the .MED TLD is not harmed in any way. Especially, these tools and techniques will ensure that HEXAP will have the ability at all times to exercise control over:

- the registrant;

- the domain name;

- the contact information associated with any domain name; and

- the products, services and information provided under such domain name.

In order to effectuate this, a limited number of identified individuals within HEXAP's organization will be able to control the applied-for TLD and any and all domain names registered therein from one portal, which has the following functionalities:

- validating the registrant's eligibility and user rights in order to register domain names in the applied-for TLD;

- validating whether an (about to be) registered domain name in the applied-for TLD corresponds to the naming conventions that will be established by the Registry Operator for domain names registered in the applied-for TLD;

- validating contact information associated with registered domain names, in particular these contacts that can exercise control over the domain name itself, the name servers associated with such domain name, etc.;

- validating specific commands, including create, update and delete commands;

- approving for some or all domain names any transfer or trade requests, or intervene in the execution of such requests where the Registry Operator suspects that such transfer or trade requests are initiated in bad faith; and

- review whether the use that is made of a particular domain name corresponds with the Registry Operator's use policy, and suspend domain name registrations or even delete name servers associated with domain names that are being used in a manner that does not comply with the types of uses that are allowed by the Registry Operator.

Bearing in mind that the registry is intended to be single registrant-registry only certain individuals are involved in above mentioned processes, reducing the risk of registering and⁄or using domain names in bad faith by any party that is not a member of HEXAP's organization.

Access to this portal will be given to the administrators of the Registry Operator; furthermore, the Complaints Point of Contact will also obtain access to a limited number of features explained above.

3. REPORTING

Also, the Registry Operator will obtain access to reports generated by its back-end registry services provider, which reports include:

- number of DNS queries for each particular domain name registration;

- number of new domain names registered;

- number of new contacts created;

- etc.

If any suspicious activity is being detected following analysis of these reports, the Registry Operator will thoroughly investigate the matter and take appropriate action where required.

4. ANTI-ABUSE POLICY

Prior to the delegation of the TLD, the Registry Operator will publish the terms and conditions for the registration of domain names in the applied-for TLD, which will include an anti-abuse policy. Highlights of such policy will include:

- Complaints Point of Contact: the Registry Operator will put in place a Complaints Point of Contact. The Complaints Point of Contact's contact details will be mentioned on the home page of the Registry Operator, including on the web-based WHOIS interface.

5. MONITORING

The Registry backend service provider, appointed by HEXAP, will put in place certain tools and methodologies in order to proactively screen for malicious conduct. Such tools include scanners that automatically scan for viruses or other forms of malware on all services deployed under applied-for domain names.

These tools will operate in the background, and will not effect the functioning of the applied-for TLD.

6. PREVENTION OF ORPHAN GLUE RECORDS

In compliance with SSAC recommendations, the Registry backend service provider, appointed by HEXAP, will check for the existence of glue records following the receipt of a deletion request for a particular domain name registration. If it would appear that no other domain names other than the domain name that is up for deletion are using the glue records associated with that domain name registration, the Registry Operator will remove such glue records after the domain name is deleted.

Furthermore, any interested party will be entitled to file a complaint before the Complaints Point of Contact if it would appear that orphan glue records would still exist. If it would appear, following investigation by the Registry Operator, that orphan glue records would still exist in the zone file, such records will be promptly deleted from the zone file.

6.1 GLUE RECORD

RFC 1034 defines glue as:

A zone contains "glue" resource records which are not part of the authoritative data, and are address resource records for the servers.

And specifies further that:

> These resource records are only necessary if the name server's name is
> "below" the cut, and are only used as part of a referral response.

In this specific case a glue record is the IP address of a name server held
at the domain name registry. They are required when a set of name servers of
a domain name point to a hostname under the domain name itself. For example,
if the name servers of example.com are ns1.example.com and ns2.example.com:
to make the domain name system work, glue records (i.e. the IP addresses)
for ns1.example.com and ns2.example.com are required. Without the glue
records for these name servers the domain name would not work as anyone
requiring DNS information for it would get stuck in a loop.

Example:
What is the name server for example.com? -〉 ns1.example.com
What is the IP address of ns1.example.com? -〉 don't know, try looking at
name server for example.com
What is the name server for example.com? -〉 ns1.example.com
With the glue record in place the registry will hold the IP address and
the loop will not occur.

Example:
What is the name server for example.com? -〉 ns1.example.com
What is the IP address of ns1.example.com? -〉 [IP Address]

6.2. ORPHAN GLUE

The zone generation process could publish A-records "address-records" (also
called "glue" records) regardless of whether or not the name server is
referenced by any NS (name server) records. If an A-record is published and
no zone delegations reference to such a record, it is called an orphan. Its
presence in the zone is undesirable for a number of reasons, both
administrative and technical.

6.3. OUT-OF-BAILIWICK RECORDS

Records pointing to names of other zones besides the relevant registry zone,
are called out-of-zone records or even out-of-bailiwick records. Any IP
addresses linked to these names should in all circumstances be refused by
the registry since they do not form part of the registry's zone. Most modern
nameserver software will ignore these records by default.

6.4. EXCLUSION

Glue records can only be inserted following the registration of a domain
name and the creation of a host object. They can also only be included when
the name servers have the same extension as the domain name.

Example:

A glue record can only be inserted if the name server of example.com is
located in example.com
These address records only live by the grace of the
domain name itself. Since the IP address is always linked to the domain
name, the address will also disappear from the zone as soon as the domain
name is eliminated from the registration database. This limits the
possibility to register name servers within a domain name, because setting
up circular referencing name servers is not allowed. In view of the

possible risks and dangers, this is a very balanced choice of limitations
and it allows for a flexible and consistent handling of glue records.

7. WHOIS ACCURACY

The Registry Operator will include in its domain name registration policies
the obligation to keep all information contained in the WHOIS accurate and
up-to-date.

As mentioned in response to Question 26, the applied-for WHOIS will be a
"thick" WHOIS, where all key contact data relating to every domain name
registered in the applied-for TLD will be stored at the level of the
Registry Operator.

Working closely with the accredited registrars for the applied-for TLD,
Registry Operator will put in place measures whereby registrants are obliged
to keep their WHOIS information accurate and up-to-date. Clauses will be
inserted in the Registry-Registrar Agreement to that effect, in particular:

- under the terms of the Registry-Registrar Agreement, accredited registrars
  will be required to impose upon their clients the obligation to maintain
  accurate and up-to-date WHOIS data at all times;

- furthermore, accredited registrars will be instructed to send their
  customers who have registered a domain name in the TLD a request to
  confirm the accuracy of their WHOIS data and∕or an email message whereby
  their obligation to keep WHOIS data accurate and up-to-date will is
  restated.

- accredited registrars will have to demonstrate, upon the Registry
  Operator's request, their compliance with the above, as well as any
  changes that have been made to WHOIS data following submission of such
  instructions.

The above processes and requirements will in particular be relevant as of
the moment that the applied-for TLD will no longer be a single registrant
TLD, which entails that certain parties, other than the Registry Operator,
will be entitled to register domain names in this extension.

Furthermore, HEXAP ∕ Registry Operator will display on the web-based WHOIS
interface a link to the Complaints Point of Contact. Any party who is of the
opinion that certain WHOIS data is inaccurate, incomplete or not up-to-date
can contact the Complaints Point of Contact. The latter has the authority to
commence investigations, and - in case of registrant non-compliance - take
measures against such registrant. These measures include, but are not
limited to, putting the domain name on hold, or revoking the domain name
registration.

8. WHOIS ABUSE PREVENTION MEASURES

Considering the fact that a WHOIS database contains quite some sensitive
information that is available to Internet users at large over a web-based
interface, the Registry Operator will put in place various methods in order
to avoid abuse of such information by third parties.

First of all, the Registry Operator will only display search results in
response to a search query after the user has successfully entered the
displayed CAPTCHA code together with such query, this in order to prevent
the automatic harvesting of WHOIS data.

Furthermore, private individuals (if at all allowed by HEXAP ∕ Registry

Operator to register and hold domain names within the TLD) will be allowed
to indicate - through their registrars or via a web-based portal provided by
HEXAP ╱ Registry Operator - that certain personal data will not be
automatically displayed following a successful WHOIS query. This measure is
taken in order to comply with particular applicable laws and regulations
regarding data privacy.

However, parties demonstrating to the Registry Operator that they have a
right or legitimate interest in order to obtain access to this hidden data
can request access to a particular, identified record upon request to the
Registry Operator. Positive responses to legitimate requests shall not be
unreasonably withheld or delayed.

The features described above can be temporarily or permanently disabled for
specific eligible parties, such as law enforcement agencies, and this upon
simple request by a competent authority. These eligible parties will then
obtain access to all WHOIS information via a secure, web-based portal.

29. Rights Protection Mechanisms

1. INTRODUCTION

   As has been explained above, the Registry Operator HEXAP intends the
   applied-for TLD to be a restricted and closely monitored gTLD. This
   characteristics are mainly inspired by HEXAP's desire
   to protect the reputation of the .MED TLD under any circumstances.

2. PREVENTING ABUSIVE DOMAIN NAME REGISTRATIONS

   In order to prevent abusive domain name registrations in the applied-for
   TLD, various steps in the domain name lifecycle will be controlled by HEXAP.
   In order to enable HEXAP to do this, it will provide access to a control
   panel ("portal") to key individuals within HEXAP's organization. By way of
   this portal, these users can exercise at any time control over the
   applied-for TLD and any and all domain names registered in this extension,
   and in particular:

   1) validate on an ongoing basis the registrant's eligibility and user rights
      in order to register domain names in the applied-for TLD;

   2) validate whether a (about to be) registered domain name in the
      applied-for TLD corresponds to the naming conventions that will be
      established by the Registry Operator for domain names registered in the
      applied-for TLD;

   3) validate contact information associated with registered domain names, in
      particular these contacts that can exercise control over the domain name
      itself, the name servers associated with such domain name, etc.;

   4) validate specific commands, including create, update and delete commands;

   5) approve for some or all domain names any transfer or trade requests, or
      intervene in the execution of such requests where HEXAP suspects that
      such transfer or trade requests are initiated in bad faith; and

   6) review whether the use that is made of a particular domain name
      corresponds with HEXAP's use policy, and suspend domain name
      registrations or even delete name servers associated with domain names

that are being used in a manner that does not comply with the types of
uses that are allowed by HEXAP.

Therefore, it is likely that for the term of the Registry Operator Agreement
that will be executed between HEXAP and ICANN following award of the
applied-for TLD by the latter to HEXAP, the Registry Operator will carefully
monitor and manage all domain name registrations that are being made in the
applied-for TLD.

This way, HEXAP will put measures in place on a continuous basis whereby,
first of all, the rights and legitimate interest of third parties are
safeguarded, and, secondly, the reputation and good name of the .MED TLD
will be underlined at all times.

3. INTERNAL VERIFICATION AND VALIDATION PROCESSES

One of the most effective safeguards that will be implemented by HEXAP will
be the screening of every domain name before this domain name gets
registered and/or entered into the zone file of the applied-for TLD.

During any of such screenings, the relevant legal and risk management
departments of HEXAP will consider the following factors:

- the likelihood of trademark infringement, if and when such domain name
  would become registered;

- any potential harm being done to trademark owners when registering and
  using a particular domain name in the applied-for TLD, and the benefit
  such domain name would have for the registrant.

Furthermore, as explained above and in various other sections of this
application, HEXAP will be screening on an ongoing basis the use that is
being made of any domain name registered in the applied-for TLD and will
implement reasonable measures in order to avoid harm being done to third
parties.

Although the above processes will make it extremely unlikely that HEXAP will
engage or encourage potentially malicious or infringing activities to be
carried out under the applied-for TLD, these cannot be completely excluded.

Therefore, in addition to monitor any domain names registered under the
applied-for TLD and the use that is made of such domain names, the Registry
will - in accordance with its domain name registration policies - at all
times be entitled to intervene if any such activities have been detected.
Measures that can be taken include the suspension, revocation and blocking
of any domain name registration and, in general, take any action necessary
in order to limit or outright avoid any harm being done to the interests and
reputation of third parties, the Registry Operator and its eligible
registrants.

4. SUNRISE

When relevant, HEXAP will implement a Sunrise process, whereby holders of
certain trademarks will be entitled to safeguard the domain names that are
identical (or even confusingly similar) to the name(s) to which they hold
rights.

Such process would therefore most probably include providing the opportunity
to brand owners - unrelated to HEXAP - to register as .MED domain names or
block names to which such brand owners have rights, as demonstrated by the
Trademark Clearinghouse.

HEXAP's back-end registry operator OPEN REGISTRY has significant experience in managing Sunrise processes. In particular, various key staff members were heavily involved in designing and implementing Sunrise processes that preceded the launch of the .EU ccTLD, which is generally considered the most successful Sunrise process that has ever been implemented.

At the time of submitting this application, the back-end registry operator is involved in the implementation of the Sunrise process for the .SX TLD.

5. TRADEMARK CLAIMS

HEXAP will support ICANN's Trademark Claims process. Depending on the actual process that will be put in place by the Trademark Clearinghouse, HEXAP will implement these processes for at least the duration indicated in ICANN's Applicant Guidebook or may even have this process in place for a longer term.

Similar processes have been put in place by various staff members of HEXAP's back-end registry operator, so also here HEXAP can bow on significant and hands-on experience in handling these types of processes.

6. COMPLAINTS POINT OF CONTACT

As is the case for various other processes and proceedings whereby third parties' interests can be harmed, the Complaints Point of Contact that will be put in place by HEXAP will also here play a pivotal role.

Any party claiming that his trademark(s) are infringed due to the registration and use of a domain name in the applied-for TLD is able to file a complaint before the Complaints Point of Contact of HEXAP. Filing these complaints will be free of charge. The Complaints Point of Contact will generally provide a written response or even resolution of the matter within 5-10 business days following the receipt of the complaint.

Within this timeframe, the Complaints Point of Contact will investigate the complaint, and carry out ex officio investigations. As mentioned previously, the Complaints Point of Contact is entitled to suspend domain name registrations, delete name servers associated with infringing domain name registrations, or even outright revoke and block domain names from further registration if the Complaints Point of Contact is of the opinion that such domain name potentially infringes the rights of a third party, that no legitimate use is being made by the registrant of such domain name, and that there is bad faith involved.

It is the true desire of HEXAP to have potential issues resolved by the Complaints Point of Contact. Therefore costly litigation can be avoided and issues resolved amicably.

7. UDRP and URS

HEXAP will implement all domain name dispute resolution policies designed by ICANN, including but not limited to those described in Consensus Policies and Applicant Guidebook.

In this respect, HEXAP will put any registered domain name on hold following receipt of a notification from the Uniform Dispute Resolution Policy or the Uniform Rapid Suspension Policy dispute resolution service provider that a complaint under such policies have been received.

Furthermore, it will implement decisions rendered by such dispute resolution

service providers, however taking into account at all times that eligibility
restrictions may be in force for domain name registrations made in the
applied-for TLD.

This could entail that the only remedy available to a third party that is
not entitled by HEXAP to register domain names in the applied-for TLD will
be the revocation ⁄ deletion of the domain name. In order to ensure maximum
compliance with any such decision, HEXAP will put such domain name on a
blocked list (i.e. make this domain name unavailable for further
registration) insofar and to the extent the UDRP ⁄ URS dispute resolution
service provider was of the opinion that the domain name registered by any
party other than the Registry Operator meets the requirements set out in the
UDRP or URS.

8. RESOURCING PLAN

The Applicant foresees that less than 1 FTE resource will suffice in order
to oversee and execute the tasks described herein, in addition to the
technical and operational resources put at the disposal by OpenRegistry in
this respect.

30(a). Security Policy: Summary of the security policy for the proposed registry

The Registry Operator has outsourced the technical back-end registry operations
to OpenRegistry S.A., the (backend) Registry Service Provider. Within the
OpenRegistry group, Sensirius, doing business as OpenRegistry Belgium, as an
Affiliate of OpenRegistry S.A., is the operational entity that will be running
the registry operations for the entire group.

The Registry Service Provider has put in place an Information Security
Management System (ISMS) for its registry operation activities. For a full
description of the ISMS, reference is made to the response to question 30b. The
ISMS has been recently audited by Deloitte Bedrijfsrevisoren, Belgium. The
report for this independent assessment of the security system is attached to
question 30b.

For reasons of confidentiality, all elements related to security (including
elements indicated in question 30a and a summary of the security policy) have
been addressed in the response to question 30b. Attached to the response to
question 30b are also the policies that are put in place by the Registry Service
Provider for assuring the registry operations on behalf of the Registry
Operator.

EXHIBIT 2

CONTRAT D'ENREGISTREMENT

I. PRÉAMBULE

1. La société PROMOPIXEL Société à responsabilité limitée au capital de 10.000 euros, inscrite au Registre du Commerce et des Sociétés de Paris sous le numéro B 440 586 899.

2. La société PROMOPIXEL exerce une activité de registre sur des domaines de second niveau sous sa marque déposée SMALLREGISTRY.

3. Le Bureau d'enregistrement souhaite pouvoir offrir à ses Clients un ensemble de prestations relatives aux zones de nommage organisées par La société PROMOPIXEL.

4. Le Bureau d'enregistrement déclare bien connaître la ou les Chartes de nommage et leurs annexes applicables aux zones de nommage organisées par la société PROMOPIXEL et auxquels il déclare souscrire sans réserve.

5. Le Bureau d'enregistrement déclare détenir le savoir-faire, l'expérience, les compétences et les ressources techniques et humaines nécessaires pour satisfaire les demandes de ses clients au regard, notamment, des termes des Chartes de nommage applicables.

II. DÉFINITIONS

1. Pour les besoins des présentes, les termes suivants sont définis ainsi qu'il suit :

- **« Acte d'administration »** : terme générique englobant l'ensemble des actes à caractère administratif ou technique réalisés par la société PROMOPIXEL et relatifs à un nom de domaine.
- **« Bureau d'enregistrement »** : personne morale qui, dans le cadre du contrat conclu avec la société PROMOPIXEL, fournit des services d'enregistrement de noms de domaine auprès de ses clients.
- **« Charte de Nommage »** : document définissant les règles techniques et administratives permettant de procéder à un acte d'administration sur un nom de domaine. La charte est complétée par un ensemble de documents (guide des procédures etc.) et d'informations accessibles directement auprès de la société PROMOPIXEL sur simple demande.
- **« Client »** : toute personne physique ou morale qui demande, par l'intermédiaire d'un Bureau d'enregistrement, un acte d'administration sur un nom de domaine.
- **« Forfait annuel »** : montant dû chaque année à La société PROMOPIXEL par le Bureau d'enregistrement permettant d'accéder aux services d'enregistrement de nom de domaine
- **« Nom de domaine orphelin »** : nom de domaine valablement enregistré dont la gestion n'est plus assurée par un Bureau d'enregistrement.
- **« Registre»** : La société PROMOPIXEL, en tant que personne morale chargée d'attribuer et de gérer les noms de domaine de l'internet, au sein des domaines sectoriels de second niveau dont elle a la responsabilité.

III. OBJET

1. Le présent contrat a pour objet de définir les relations contractuelles entre la société PROMOPIXEL en sa qualité de Registre et les Bureaux d'enregistrement.

IV. DOCUMENTS CONTRACTUELS

1. Les documents contractuels qui lient La société PROMOPIXEL et le Bureau d'enregistrement sont par ordre de priorité :
   - le présent contrat (ci-après désigné « le contrat d'enregistrement ») ;
   - l'Annexe 1 « Barème de facturation » ;
   - l'Annexe 2 « Autorisation de prélèvement » ;
   - l'Annexe 3 « Identification du bureau d'enregistrement ».
2. En cas de contradiction entre les documents de nature différente et de rang différent, les dispositions contenues dans le document de rang supérieur prévalent.

V. ENTRÉE EN VIGUEUR - DURÉE – RENOUVELLEMENT

1. Le contrat entre en vigueur à compter de son acceptation par le Bureau d'enregistrement.
2. Pour la première année, le contrat est applicable pour une période expirant le 31 décembre de l'année civile en cours, quelle que soit la date à laquelle le Bureau d'enregistrement a formulé son acceptation.
3. Par la suite, le contrat est renouvelé par tacite reconduction par période annuelle prenant effet au 1er janvier et expirant le 31 décembre de chaque année.

VI. DISPOSITIONS RELATIVES AU REGISTRE

1. Les interventions de la société PROMOPIXEL s'inscrivent dans le cadre de la lecture des articles L.45 et R.20-44-34 à R.20-44-50 du Code des postes et communications électroniques.
2. A cette fin, elle définit la ou les règle(s) non discriminatoire(s) rendue(s) publique(s) qui veille(nt) au respect, par le demandeur, des droits de propriété intellectuelle [autrement dénommée « Charte de Nommage »] relatives aux zones de nommage de la compétence de la société PROMOPIXEL.
3. Pour le bon accomplissement de sa mission, la société PROMOPIXEL peut être amenée à définir :
   - les exigences de permanence, de qualité et de disponibilité des infrastructures et /ou des outils relatifs à l'attribution et à la gestion des noms de domaine,
   - les modalités pratiques de l'appréciation et/ou évaluation du bureau d'enregistrement ainsi que leurs résultats,

- le référentiel de bonnes pratiques, la charte déontologique ou tout document de même nature à destination des Bureaux d'enregistrement,
- les procédures d'accès aux services par les Bureaux d'enregistrement,
- les modalités de création, d'alimentation et d'accès aux bases de données,
- les procédures de règlement des litiges ou à participer à leur mise en oeuvre.

4. À ce titre, la société PROMOPIXEL élabore les politiques, les procédures, les méthodologies ou conditions d'utilisation.

5. La société PROMOPIXEL ne délivre ni label, ni accréditation et n'accorde aucun agrément au Bureau d'enregistrement.

6. Sur un plan technique, la société PROMOPIXEL assure notamment les services suivants :
   - suivi des zones installées ;
   - suivi de la cohérence de la base Whois (whois.smallregistry.net:43);
   - exploitation du service DNS pour les zones dont Promopixel a la responsabilité ;
   - suivi du fonctionnement des serveurs de noms ;
   - développement d'outils d'automatisation de l'exploitation ;
   - gestion de serveurs d'information ;
   - coordination avec les autres registres de noms de domaines.

7. La société PROMOPIXEL avise au minimum trois mois avant sa mise en oeuvre, par tout moyen utile, le Bureau d'enregistrement de toute modification technique et / ou administrative ayant une incidence directe pour ce dernier, étant précisé que la mise en oeuvre ne peut intervenir qu'à l'issue d'un délai de deux mois suivant la disponibilité des spécifications. Certaines modifications exceptionnelles urgentes et motivées peuvent toutefois déroger à l'application de ces dispositions.

8. La société PROMOPIXEL rend publics les prix des prestations effectuées sur les noms de domaine.

VII. DISPOSITIONS RELATIVES AU BUREAU D'ENREGISTREMENT

L'intervention des Bureaux d'enregistrement s'inscrit dans le cadre de lecture des articles L.45 et R.20-44-34 à R.20-44-50 du Code des postes et communications électroniques.

A. DISPOSITIONS VIS-À-VIS DU REGISTRE

1. Le Bureau d'enregistrement s'engage à respecter l'ensemble des politiques, procédures, méthodologies ou conditions d'utilisation définies par la société PROMOPIXEL.

2. Le Bureau d'enregistrement s'engage à respecter toutes décisions de la société PROMOPIXEL et le cas échéant, à collaborer avec l'ensemble des autres Bureaux d'enregistrement. Il s'engage par ailleurs à respecter le référentiel des bonnes pratiques, la charte déontologique ou tout document équivalent si la société PROMOPIXEL en adopte un.

3. Pour chaque demande d'acte d'administration, et sous réserve de l'évolution entraînée par la dématérialisation des procédures, le Bureau d'enregistrement constitue et transmet à la société PROMOPIXEL, dans le strict respect des termes de la ou des Chartes de nommage, les éléments et/ou documents s'il y a lieu, relatifs à chaque demande d'acte d'administration.

4. Le Bureau d'enregistrement est tenu de répondre aux demandes de la société PROMOPIXEL dans un délai maximum de 72 heures ramené à 48 heures en cas d'urgence motivée par la société PROMOPIXEL dans sa demande. Le Bureau d'enregistrement s'engage tout particulièrement à répondre aux demandes de la société PROMOPIXEL et, d'une manière générale à l'assister dans la résolution de litiges, contentieux ou précontentieux, qui porteraient sur un ou plusieurs noms de domaine de la zone de nommage organisée à la société PROMOPIXEL et notamment :
   - de communiquer dans le délai prescrit à la société PROMOPIXEL toute information ou tout document qui lui serait demandé ;
   - d'exécuter dans le délai prescrit toute demande de la société PROMOPIXEL visant à l'administration d'un ou plusieurs noms de domaine des zones gérées par le registre SMALLREGISTRY, qu'il s'agisse de suppression ou de transfert de nom de domaine.
5. Le Bureau d'enregistrement est tenu de communiquer et de maintenir en permanence un numéro de téléphone et une adresse électronique fonctionnelle auxquels il peut être joint par la société PROMOPIXEL aux heures de bureau.
6. Le Bureau d'enregistrement s'engage à maintenir à jour toutes les informations fournies à la société PROMOPIXEL dans le cadre du présent contrat et notamment les coordonnées d'identification, les informations concernant les prestations éventuellement offertes à ses clients. En cas d'évolutions ou de modifications, le Bureau d'enregistrement doit en informer immédiatement la société PROMOPIXEL par courrier électronique ou par tout autre moyen à sa convenance, ou en utilisant l'espace qui lui est réservé à cet effet sur le site web de la société PROMOPIXEL.
7. Le Bureau d'enregistrement informe la société PROMOPIXEL de toute procédure affectant sa situation juridique et notamment de sa mise en redressement judiciaire, liquidation, rachat partiel ou total etc. dans les huit (8) jours suivant l'événement considéré.
8. Le Bureau d'enregistrement est un professionnel du nom de domaine, adhérent ICANN et/ou client AFNIC.

B. DISPOSITIONS VIS-À-VIS DES CLIENTS DU BUREAU D'ENREGISTREMENT

1. Le Bureau d'enregistrement est seul responsable de la relation commerciale ou non commerciale qu'il entretient avec ses Clients.
2. Le Bureau d'enregistrement veille au respect par ses Clients de l'ensemble des dispositions légales et réglementaires de la ou des Charte(s) de Nommage dans leur version en vigueur au jour de la demande d'un acte d'administration, ainsi que de l'ensemble des politiques, procédures, méthodologies ou conditions d'utilisation définies par la société PROMOPIXEL et répercute auprès d'eux leurs mises à jour successives.
3. À ce titre le Bureau d'enregistrement s'engage notamment à informer ses Clients :
   - de leurs droits et obligations en leur qualité de titulaire de nom de domaine ;
   - des obligations d'éligibilité d'un demandeur ;
   - de leur responsabilité sur le choix du nom de domaine et notamment de l'obligation de respecter les règles fixées par les chartes de nommage;

- de la nécessité de fournir des éléments permettant leur identification et d'une manière générale de tenir à la disposition de ses Clients les documents et politiques du Registre.

4. Le Bureau d'enregistrement est tenu de respecter les obligations d'identification imposées par la loi du 21 juin 2004 dite loi pour la confiance dans l'économie numérique, les réglementations applicables en matière de prospection commerciale et plus particulièrement, les dispositions en matière de consentement pour les opérations de prospection par voie électronique.

5. Il est également tenu de respecter les obligations imposées par le Code de la consommation lorsque celles-ci sont applicables et en particulier, celles des articles L.121-16, L.132-1 et L.136- 1 sans que cette liste soit exhaustive.

6. Le Bureau d'enregistrement affecte, pour l'exécution des présentes, une ou plusieurs personnes disposant des compétences nécessaires et connaissant à la fois l'environnement technique et les attentes des Clients.

7. Il doit également mettre à disposition de ses Clients tout moyen utile leur permettant d'obtenir des réponses à leurs interrogations et attentes.

VIII. BASE « WHOIS »

1. Dans le respect de l'article R.20-44-48 du Code des postes et des communications électroniques, la société PROMOPIXEL collecte auprès des Bureaux d'enregistrement les données de toute nature nécessaires à l'identification des personnes morales ou physiques titulaires de noms de domaine. Ces données sont agrégées par la société PROMOPIXEL au sein d'une base de données dénommée base « Whois ».

2. La société PROMOPIXEL dispose seule, des droits de propriété afférents à la base au sens de l'article L.112-3 du code de la propriété intellectuelle.

3. La société PROMOPIXEL définit les règles de constitution, de publication, d'accès, de maintien en condition opérationnelle de la base Whois et de toute autre base qu'elle pourrait constituer à partir de la base « Whois ».

IX. MODALITÉS FINANCIÈRES

1. Le barème de facturation comporte l'état récapitulatif des tarifs applicables pour l'année en cours:
   - le montant du forfait annuel,
   - le tarif de facturation de chacun des actes d'administration,
   - le tarif des autres interventions effectuées par la société PROMOPIXEL.

2. Le barème de facturation s'applique par année civile, soit du 1er janvier au 31 décembre de chaque année.

3. Le barème de facturation est réajusté chaque année et est applicable à compter du 1er janvier de l'année suivante.

4. Lorsque le barème est modifié, la société PROMOPIXEL communique ce barème modifié au Bureau d'enregistrement par tout moyen de son choix et notamment par l'envoi d'un courrier simple ou d'un courrier électronique.

5. L'ajustement du barème peut intervenir exceptionnellement en cours d'année à la condition qu'elle induise une baisse. Dans cette hypothèse, le Bureau d'enregistrement en est informé par voie électronique au minimum un mois avant.

6. Dans le cas où survient un transfert de portefeuille de noms de domaines depuis un registre (comme l'AFNIC) vers PROMOPIXEL, le Bureau d'enregistrement conserve ce portefeuille et est redevable des prestations de maintenance pour les domaines dont la date anniversaire est comprise entre la date de migration du portefeuille et la date d'entrée en vigueur du présent contrat entre PROMOPIXEL et le Bureau d'enregistrement.

X.   FACTURATION – RÈGLEMENT

1. La société PROMOPIXEL facture en fin d'itération mensuelle, trimestrielle ou semestrielle, tous les actes d'administration sur les noms de domaine.
2. La facture des actes d'administration doit être réglée dans un délai de trente jours (30 jours) à compter de son émission.
3. La société PROMOPIXEL facture la maintenance du nom de domaine le mois suivant le mois anniversaire du dernier acte d'administration payant, et ce, pour une période de un an (1 an) suivant le mois anniversaire.
4. Le Bureau d'enregistrement se libère des sommes dues à la société PROMOPIXEL à l'aide de l'un des moyens de paiement pour lequel il a opté au titre des présentes ou de toute autre modalité arrêtée par la société PROMOPIXEL.
5. Toute demande de modification du mode de paiement est adressée par le Bureau d'enregistrement à la société PROMOPIXEL.
6. La société PROMOPIXEL facture également des frais occasionnés par le traitement d'opérations courantes et notamment sans que cela soit exhaustif, frais de rejets bancaires, envoi de recommandés, frais administratifs liés à une procédure particulière.
7. En cas de retard dans le paiement des montants dus par le Bureau d'enregistrement à la société PROMOPIXEL et eu égard au préjudice subi par la société PROMOPIXEL du fait de ce retard, la société PROMOPIXEL pourra exiger des pénalités de retard égales à une fois et demie (1,5) le taux d'intérêt légal en vigueur entre la date contractuelle de paiement et la date d'exécution effective du paiement, sans préjudice de toute autre réparation à laquelle elle pourrait prétendre.

XI.   RESPONSABILITÉ

1. Les parties sont tenues, chacune pour ce qui la concerne à une obligation de moyens, sauf pour l'application des règles de la ou des Charte(s) de nommage et de leur(s) annexe(s) pour lesquelles le Bureau d'enregistrement est tenu à une obligation de résultat.
2. Le Bureau d'enregistrement fait son affaire personnelle de toute réclamation et/ou procédure, quelles qu'en soient les formes et natures, formées contre la société PROMOPIXEL par un tiers et qui se rattache directement ou indirectement aux obligations du Bureau d'enregistrement décrites au sein des présentes.
3. À cet effet, le Bureau d'enregistrement s'engage à régler directement, à l'auteur de la réclamation, toutes les sommes qui seraient exigées de la société PROMOPIXEL à ce titre, et à intervenir volontairement si nécessaire à toutes les instances engagées contre la société PROMOPIXEL, ainsi qu'à la garantir de toutes les condamnations qui seraient prononcées à son encontre à cette occasion.

4. À défaut, les indemnisations et les frais de toute nature pris en charge par la société PROMOPIXEL pour assurer sa défense, y compris les frais d'avocat, ainsi que tous les dommages et intérêts éventuellement prononcés contre elle, sont à la charge du Bureau d'enregistrement.

5. En aucun cas, la société PROMOPIXEL ne peut être tenue responsable des préjudices indirects, tels que préjudice commercial, perte de commande, trouble commercial quelconque, perte de bénéfices. Toute action dirigée contre le Bureau d'enregistrement par un tiers constitue un préjudice indirect, par conséquent il n'ouvre pas droit à réparation.

6. Les parties conviennent qu'en cas de prononcé de condamnation, les dommages et intérêts mis à la charge de la société PROMOPIXEL sont limités aux sommes effectivement perçues par le Bureau d'enregistrement pour les prestations ou fournitures ayant motivé la mise en jeu de sa responsabilité.

XII. IDENTIFIANTS

1. Les Bureaux d'enregistrement disposent d'identifiants qui leur sont remis par la société PROMOPIXEL. Dans le cas où il est accordé aux Bureaux d'enregistrement la possibilité de modifier tout ou partie de leurs identifiants, cette modification est alors effectuée à la seule discrétion et sous la seule responsabilité des Bureaux d'enregistrement.

2. Les modalités techniques de mise en oeuvre de ces identifiants (login/password, signature électronique et certificats, etc.) sont définies par la société PROMOPIXEL et le Bureau d'enregistrement s'engage à les mettre en oeuvre selon les indications qui lui sont communiquées par La société PROMOPIXEL.

3. Le Bureau d'enregistrement est seul responsable de la préservation et de la confidentialité de son ou de ses identifiants et de l'ensemble des données confidentielles éventuelles transmises par la société PROMOPIXEL.

4. Le Bureau d'enregistrement s'engage à prendre toute mesure utile afin de respecter et de faire respecter par les utilisateurs autorisés, la parfaite confidentialité, en ne communiquant, en aucun cas les identifiants à d'autres personnes que ses salariés.

5. Toute utilisation du ou des identifiants fait présumer de manière irréfragable une utilisation du service par le Bureau d'enregistrement jusqu'à ce qu'une opposition soit formulée.

6. Le Bureau d'enregistrement s'engage sans délai, par tout moyen approprié, à porter à la connaissance de la société PROMOPIXEL, tout problème de communication à des tiers et tout vol de son identifiant. Cette information fera l'objet d'une confirmation par lettre recommandée avec accusé de réception.

XIII. CONVENTION DE PREUVE ET DÉMATERIALISATION

1. Les échanges entre la société PROMOPIXEL et le Bureau d'enregistrement peuvent avoir lieu par voie électronique aux adresses spécifiées par les parties.

2. Les documents sous forme électronique échangés entre les parties feront preuve, sous réserve que puisse être dûment identifiée la personne dont ils émanent et

qu'ils soient établis et conservés dans des conditions raisonnables permettant d'en garantir l'intégrité. En cas de désaccord entre les parties, les informations stockées sur les serveurs de la société PROMOPIXEL font foi entre les parties.

3. La société PROMOPIXEL fait ses meilleurs efforts pour engager une politique de dématérialisation afin de faciliter les relations avec les Bureaux d'enregistrement et la mise en oeuvre des actes d'administration. Les conditions de cette dématérialisation sont communiquées au Bureau d'enregistrement par la société PROMOPIXEL préalablement à leur mise en oeuvre.

XIV. JUSTIFICATION ET ARCHIVAGE ÉLECTRONIQUE

1. Le Bureau d'enregistrement est responsable des éléments et/ou documents qu'il communique à la société PROMOPIXEL. Il assure la conservation des documents qui lui sont remis par son Client.
2. Il lui appartient de faire parvenir à la société PROMOPIXEL les justificatifs nécessaires lorsqu'une telle communication s'impose. Dans tous les autres cas, il communique les éléments et/ou documents sur demande de la société PROMOPIXEL en application des présentes dispositions.
3. Le Bureau d'enregistrement fait son affaire des conditions de conservation des données et documents dont il dispose. La société PROMOPIXEL ne saurait être tenue responsable :
    • d'une impossibilité de communiquer ces éléments ;
    • de la communication d'éléments dont la valeur probante est contestée.

XV. CONTRÔLES

1. La société PROMOPIXEL peut procéder à des contrôles ponctuels.
2. Ces contrôles peuvent intervenir sur pièces ou sur place.
3. Le contrôle est dit sur pièces lorsque la société PROMOPIXEL demande à avoir communication d'un ou plusieurs éléments et/ou documents. Le Bureau d'enregistrement communique les éléments et/ou documents demandés dans un délai maximum de 72 heures, ramené à 48 heures en cas d'urgence.
4. Le contrôle peut être réalisé sur place à la condition d'en informer le Bureau d'enregistrement 72 heures à l'avance.

XVI. COLLABORATION

1. Les Parties conviennent de collaborer étroitement dans le cadre de leurs relations.
2. Les Parties s'engagent à maintenir une collaboration active et régulière en se communiquant mutuellement l'ensemble des éléments demandés.
3. Le Bureau d'enregistrement communique à la société PROMOPIXEL toutes les difficultés dont il peut prendre la mesure au regard de son expérience, au fur et à mesure de l'exécution des présentes, aux fins de permettre leur prise en compte le

plus rapidement possible, participant ainsi à la sécurisation de la zone de nommage organisée à la société PROMOPIXEL.

4. Le Bureau d'enregistrement s'oblige à coopérer et à collaborer avec la société PROMOPIXEL, ainsi qu'avec les autres bureaux d'enregistrement le cas échéant, pour que toute demande de la société PROMOPIXEL concernant l'administration d'un nom de domaine des zones en gestion, qu'il s'agisse d'une demande de blocage, de transfert ou de suppression de nom de domaine, soit effectivement exécutée.

XVII.CONFIDENTIALITÉ

1. Les Parties s'engagent à respecter l'obligation de confidentialité sur les informations de toute nature dont elles ont connaissance à l'occasion de l'exécution des présentes.

2. Cette obligation de confidentialité ne s'applique pas :
   • pour le cas où l'une ou l'autre des parties aurait besoin de dévoiler ces informations dans le cadre d'une procédure judiciaire, quel qu'en soit le motif ;
   • pour le cas où l'une ou l'autre des parties aurait besoin de justifier auprès de l'administration fiscale des écritures en exécution des présentes ;
   • aux experts-comptables et aux commissaires aux comptes des parties, ceux-ci étant soumis au secret professionnel à l'égard de leur Bureau d'enregistrement en vertu de l'article 378 du Code pénal.

3. Les dispositions du présent article demeurent en vigueur même après la fin des relations contractuelles établies entre la société PROMOPIXEL et le Bureau d'enregistrement.

XVIII.INFORMATIQUE ET LIBERTÉS

1. Dans le cadre de la mise à disposition par le Bureau d'enregistrement à la société PROMOPIXEL de données à caractère personnel, le Bureau d'enregistrement garantit :
   • que les obligations résultant de la loi n° 78-17 du 6 janvier 1978 ont été respectées par lui, notamment:
     (1) la prise en compte en temps utile des obligations de déclaration ou d'autorisation préalable et l'obtention des récépissés ou décisions d'autorisation correspondantes,
     (2) l'obligation d'information des personnes concernées et de recueil du consentement de ces dernières si nécessaire,
     (3) la mise en oeuvre de moyens de collecte et de traitement des données loyaux et licites,
     (4) la prise en compte des droits d'accès, de rectification et d'opposition reconnus aux personnes concernées ;
   • que les données personnelles peuvent être licitement communiquées ou transmises à la société PROMOPIXEL et que cette dernière peut en avoir le libre usage dans la limite du respect des obligations légales ;
   • que les données personnelles communiquées ou transmises sont bien existantes, complètes au regard des fichiers d'origine et exactes par rapport aux informations collectées.

2. La société PROMOPIXEL est réputée bénéficier du droit d'exploiter, sans restriction ni réserve, en qualité de responsable du traitement au sens de la loi n° 78-17 du 6 janvier 1978 relative à l'Informatique, aux fichiers et aux libertés, les données personnelles en tous lieux, pour tous ses besoins se rapportant à ses activités sous quelque forme que ce soit, sur tout support, pendant toute la durée du présent contrat et postérieurement sans limitation de durée.

3. En tout état de cause, la société PROMOPIXEL se réserve le droit d'établir des listes d'exclusion au sens de la Loi informatique et libertés, en application de la délibération de la Cnil du 13 septembre 2007 N ° 2007-246 et ce sans avoir besoin d'en informer préalablement le Bureau d'enregistrement.

4. Les données personnelles communiquées par le Bureau d'enregistrement font l'objet d'un traitement automatisé déclaré, par la société PROMOPIXEL, à la Commission Nationale de l'Informatique et des Libertés (CNIL).

5. La société PROMOPIXEL a désigné un correspondant à la protection des données à caractère personnel, dit correspondant CNIL qui en vertu de l'article 22 II de la loi n°78-17 du 6 janvier 1978 a pour mission de dresser la liste des traitements de la société PROMOPIXEL, de mettre à jour la liste des traitements et de réaliser une consultation pour s'assurer du respect par la société PROMOPIXEL de la loi Informatique et libertés.

6. Le Bureau d'enregistrement s'engage à prévenir immédiatement la société PROMOPIXEL par e-mail ou par télécopie en cas de contrôle exercé par la Cnil et qui viserait les données relatives au nommage.

XIX. DÉMARCHES ADMINISTRATIVES

1. Chaque Partie est tenue, pour ce qui la concerne de s'assurer, qu'elle a obtenu toutes les autorisations administratives qui s'avèrent nécessaires pour l'exercice de ses fonctions.

XX. PROMOTION - PUBLICITÉ

1. Le Bureau d'enregistrement respecte les droits de propriété intellectuelle, industrielle, littéraire et artistique détenus par la société PROMOPIXEL. Le Bureau d'enregistrement ne pourra utiliser et/ou reproduire les marques, logo et autres signes distinctifs de la société PROMOPIXEL sans son autorisation expresse et préalable.

2. La société PROMOPIXEL se propose d'être un relais promotionnel des Bureaux d'enregistrement et à cette fin elle peut s'engager dans un certain nombre de campagnes promotionnelles et/ou publicitaires.

3. La société PROMOPIXEL tient à jour, sur son site web, les informations communiquées dans le contrat.

4. La société PROMOPIXEL peut par ailleurs initier et organiser des « opérations spéciales » destinées à développer les zones de nommage qu'elle administre.

5. Il appartient au Bureau d'enregistrement de participer ou non aux « opérations spéciales » organisées par la société PROMOPIXEL dans les conditions qui lui sont adressées préalablement.

6. La participation de chaque Bureau d'enregistrement à une « Opération spéciale » peut faire l'objet d'un contrat particulier pris en application des présentes.

XXI. SOUS-TRAITANCE

1. Le Bureau d'enregistrement peut sous-traiter tout ou partie de ses prestations, mais il demeure en tout état de cause, seul responsable de la bonne application des présentes.

XXII. ASSURANCE

1. Chaque partie déclare être assurée pour toutes les conséquences dommageables des actes dont elle peut être tenue responsable dans le cadre de l'application des présentes, auprès d'une compagnie d'assurance notoirement solvable.

XXIII. SANCTIONS

1. En cas de manquement par le Bureau d'enregistrement à l'une de ses obligations, la société PROMOPIXEL peut prononcer à son encontre une des sanctions suivantes :
   - avertissement par courrier électronique : l'avertissement est une sanction mineure. Elle a pour but de rappeler le Bureau d'enregistrement à ses obligations;
   - observation sur site : l'observation sur site consiste à rendre public le ou les manquements relevés par la société PROMOPIXEL. Elle tend à rétablir l'équilibre de l'information auprès du public ;
   - suspension provisoire : la suspension provisoire est liée à un manquement plus grave que ceux pouvant donner lieu à un avertissement ou à une observation sur site. En cas de suspension provisoire de son compte, le Bureau d'enregistrement ne peut procéder à aucun nouvel acte d'administration sur les noms de domaine dont il a la gestion, ni procéder à de nouveaux enregistrements ;
   - pénalité forfaitaire : la société PROMOPIXEL peut prononcer contre le Bureau d'enregistrement une sanction pécuniaire d'un montant forfaitaire de 500 euros HT. La pénalité forfaitaire peut être combinée aux autres sanctions ou être appliquée de façon indépendante.
2. La sanction prononcée par la société PROMOPIXEL est proportionnelle à la gravité du ou des manquement(s) relevé(s).
3. Les sanctions sont indépendantes les unes des autres et ne sont pas considérées comme des étapes impératives.
4. La procédure de notification du manquement au Bureau d'enregistrement est la suivante :
   - La société PROMOPIXEL adresse une lettre recommandée avec accusé de réception au Bureau d'enregistrement notifiant le ou les manquement(s) relevé(s), ainsi que la ou les sanction(s) envisagé(s) ;

- le Bureau d'enregistrement dispose d'un délai de huit (8) jours calendaires pour répondre à la société PROMOPIXEL et pour faire état de sa position ;
- la sanction appliquée est adaptée ou non en fonction de la réponse du Bureau d'enregistrement ;
- l'absence de réponse du Bureau d'enregistrement est considérée comme une acceptation de sa part.

5. La mise en oeuvre de sanctions participe à garantir une meilleure qualité des services rendus.

XXIV.RÉSOLUTION – RÉSILIATION

1. En cas de manquement grave ou répété du Bureau d'enregistrement à l'une de ses obligations, la société PROMOPIXEL pourra de plein droit prononcer la résolution/résiliation des présentes.
2. La procédure de résiliation/résolution est la suivante :
   - lettre recommandée avec accusé de réception notifiant la suspension du compte du Bureau d'enregistrement sous quarante-huit (48) heures ;
   - suspension du compte du Bureau d'enregistrement pour une durée de quinze (15) jours calendaires ;
   - prononcé de plein droit de la résiliation/résolution du contrat à l'issue d'un préavis de quinze (15) notifié par lettre recommandée avec accusé de réception.
3. Sauf manquement d'une particulière gravité, la suspension du compte interviendra en règle générale après plusieurs relances de la société PROMOPIXEL.
4. Le Bureau d'enregistrement a la possibilité, à tout moment, de contacter la société PROMOPIXEL afin de régulariser sa situation.

XXV.NON RENOUVELLEMENT DU CONTRAT PAR LE BUREAU D'ENREGISTREMENT

1. Le Bureau d'enregistrement peut dénoncer le présent contrat par lettre recommandée avec accusé de réception adressée à la société PROMOPIXEL :
   - au moment de la révision du contrat et/ou du barème de facturation, avant le 31 décembre de l'année en cours. Cette dénonciation prend effet à compter du 31 décembre de l'année en cours.
   - avant l'expiration de la période contractuelle en cours, moyennant le respect d'un préavis de 30 jours, en notifiant à la société PROMOPIXEL son souhait de ne pas renouveler son engagement.

XXVI.CONSÉQUENCES DE LA CESSATION DES RELATIONS CONTRACTUELLES

1. En cas de cessation des relations contractuelles pour quelque cause que ce soit (cessation d'activité totale ou partielle, procédures collectives, cession, résiliation

pour manquement, etc.) la société PROMOPIXEL désactive le compte du Bureau d'enregistrement au jour de la cessation effective des relations contractuelles et supprime son nom de la liste des Bureaux d'enregistrement diffusée en ligne.

2. Le Bureau d'enregistrement s'engage à aviser ses Clients qu'ils sont tenus de choisir un nouveau Bureau d'enregistrement pour l'ensemble des noms de domaine orphelins dont ils sont titulaires.

3. Il appartient au Bureau d'enregistrement d'assurer la migration des noms de domaine dont il est gestionnaire au titre des présentes au plus tard au jour de la cessation des relations contractuelles.

4. Aussi, en cas d'expiration ou de résiliation du contrat, pour quelque motif que ce soit, le Client sera en droit d'obtenir du Bureau d'enregistrement que ce dernier lui communique toutes les informations qui lui seront nécessaires pour lui permettre de préparer la migration des noms de domaine orphelins.

5. Le Bureau d'enregistrement assume sur ce point l'entière responsabilité des revendications et recours de ses Clients.

6. Sans qu'il s'agisse d'une obligation de faire, la société PROMOPIXEL peut contacter directement les Clients du Bureau d'enregistrement pour les aviser de la situation et leur demander de faire choix d'un nouveau Bureau d'enregistrement. Dans cette hypothèse le Bureau d'enregistrement supportera les frais de toute nature (notamment frais postaux) correspondant aux démarches réalisées par la société PROMOPIXEL en ses lieux et place.

7. La cessation des relations contractuelles pour quelque cause que ce soit (cessation d'activité totale ou partielle, procédures collectives, cession, résiliation pour manquement, etc.) entraîne le paiement immédiat des sommes dues, en ce compris les éventuelles pénalités des niveaux précédents.

8. A compter de la cessation des relations contractuelles, le Bureau d'enregistrement s'engage à restituer l'ensemble des documents fournis par la société PROMOPIXEL et à ne plus utiliser les documents, codes et identifiants communiqués par la société PROMOPIXEL. A défaut de restitution sous quinze jours (15 jours) à compter de la cessation des relations contractuelles, le Bureau d'enregistrement prend l'engagement de détruire l'ensemble des documents fournis et de supprimer les identifiants attribués par la société PROMOPIXEL. En outre, le Bureau d'enregistrement s'engage à ne plus faire usage d'aucun logo, marque ou autre signe distinctif de la société PROMOPIXEL.

XXVII.CESSION DU CONTRAT

1. Pour des raisons dictées par la bonne administration des noms de domaine de la zone de nommage organisée par la société PROMOPIXEL et la préservation des intérêts des Clients du Bureau d'enregistrement, les droits et obligations inhérents aux présentes ne peuvent faire l'objet d'une cession totale à titre gracieux ou partielle à titre onéreux, qu'aux conditions cumulatives suivantes que :
   • La société PROMOPIXEL en soit préalablement avisée ;

- l'ensemble des sommes dues à la société PROMOPIXEL par le Bureau d'enregistrement d'origine soit intégralement versé et effectivement encaissé par la société PROMOPIXEL ;
- La société PROMOPIXEL reçoive l'accord formel du Bureau d'enregistrement d'origine et du Bureau d'enregistrement qui reprend en charge les termes des présentes par lettre recommandée avec accusé de réception ;
- La société PROMOPIXEL reçoive dans les 30 jours de la cession, le nouveau contrat dûment complété par le nouveau Bureau d'enregistrement notamment les informations relatives à ses coordonnées ;
- le sort de l'ensemble des noms de domaine géré par le Bureau d'enregistrement d'origine soit pris en compte et que tous les Clients soient avisés de la modification à intervenir par ce dernier.
2. La société PROMOPIXEL peut céder à toute personne morale de son choix, tout ou partie des droits et des obligations définies aux présentes, à charge pour elle d'en informer le Bureau d'enregistrement.

XXVIII.NULLITÉ

1. Si une ou plusieurs stipulations des présentes sont tenues pour non valides ou déclarées comme telles en application d'une loi, d'un règlement ou à la suite d'une décision définitive d'une juridiction compétente, les autres stipulations conservent toute leur force et leur portée.

XXIX.TITRES

1. En cas de difficulté d'interprétation entre l'un quelconque des titres figurant en-tête des clauses, et l'une quelconque des clauses, les titres sont déclarés inexistants.

XXX.FORCE MAJEURE

1. Dans un premier temps, les cas de force majeure suspendent l'exécution des présentes.
2. Si les cas de force majeure ont une durée d'existence supérieure à 1 (un) mois, les présentes sont résiliées automatiquement de plein droit, sauf accord contraire des parties.
3. De façon expresse, sont considérés comme cas de force majeure ou cas fortuits, ceux habituellement retenus par la jurisprudence des cours et tribunaux français.

XXXI.INDÉPENDANCE DES PARTIES

1. Les parties reconnaissent agir chacune pour leur propre compte comme des entités indépendantes et ne sont pas considérées comme agents l'une de l'autre.
2. Aucune des parties ne peut prendre d'engagement au nom et/ou pour le compte de l'autre.
3. En outre, chacune des parties demeure seule responsable de ses actes, allégations, engagements, prestations, produits et personnels.

XXXII.INTÉGRALITÉ

1. Les présentes expriment l'intégralité des obligations des parties.

XXXIII.SINCÉRITÉ

1. Les parties déclarent sincères les présents engagements.
2. À ce titre, elles déclarent ne disposer d'aucun élément à leur connaissance qui, s'il avait été communiqué aurait modifié le consentement de l'autre partie.

XXXIV.LANGUE

1. Seule la version française des présentes fait foi entre les parties.

XXXV.LOI APPLICABLE

1. Les présentes dispositions sont régies par la loi française.

XXXVI.ATTRIBUTION DE COMPÉTENCE

1. En cas de litige, et après une tentative de recherche d'une solution amiable, compétence expresse est attribuée au Tribunal de Grande Instance de Paris nonobstant pluralité de défendeurs ou appel en garantie, même pour les procédures d'urgence ou les procédures conservatoires en référé ou par requête.

XXXVII.OPPOSABILITÉ

1. Lors de la première année, le Bureau d'enregistrement adhère à la présente convention en remplissant et en signant un formulaire d'identification à renvoyer signé à la société PROMOPIXEL.
2. En cas de révision des présentes, la société PROMOPIXEL adresse la version révisée au Bureau d'enregistrement, sous une forme de son choix, au plus tard le 1er décembre de chaque année.
3. À ce titre et en application des nouveaux articles 1369-1 et suivants du Code civil, la société PROMOPIXEL peut soit adresser la nouvelle version des contrats par voie de courrier électronique à l'adresse communiquée par le Bureau d'enregistrement ; soit diffuser en ligne, au sein de l'espace réservé aux Bureaux d'enregistrement la version modifiée du contrat en invitant les Bureaux d'enregistrement à se connecter sur son site et à en prendre connaissance. S'agissant de relations contractuelles entre professionnels, il est expressément décidé de déroger à l'ensemble des règles de forme et de fond fixées au sein desdits articles.
4. À défaut d'avoir dénoncé son contrat dans les délais impartis, les nouvelles conditions contractuelles s'appliquent automatiquement à compter du 1er janvier de l'année suivante.

XXXVIII.RÉVISION DES PRÉSENTES

1. En tant que de besoin, les termes du présent contrat peuvent être révisés par la société PROMOPIXEL.
2. La société PROMOPIXEL s'engage à ne réviser les présentes qu'une fois l'an, sauf décision spécifique de l'un de ses organes délibérants ou sur motivation du Ministre chargé des communications électroniques.

Annexe 1

Barême de facturation 2013

Le forfait annuel est payable en une seule fois.

Barème de facturation, en € HT, applicable du 1er janvier au 31 décembre 2013

Forfait annuel	200,00 € HT
Création	7,50 € HT
Réactivation (recover)	7,50 € HT
Transmission (trade)	7,50 € HT
Changement de bureau d'enregistrement (transfer)	7,50 € HT
Abandon de création*	7,50 € HT
Maintenance	7,50 € HT
Modification	0 € HT

* en l'absence de contraintes liées à la charte de nommage

Conditions particulières :
1) Les frais engendrés aux dépens de la société PROMOPIXEL par des rejets bancaires, donnent lieu au paiement d'une pénalité de 10 € HT par rejet, encaissée par prélèvement automatique ou par carte bancaire, et ce, à partir du 2ème rejet, indépendamment de l'application de l'article 23 du contrat en ce qui concerne l'application de pénalité forfaitaire en cas de manquement.
2) Les frais engendrés aux dépens de la société PROMOPIXEL par le recouvrement des chèques compensables hors territoire national donneront lieu à facturation des frais correspondants, en fin d'exercice, selon le barème bancaire en vigueur.

Annexe 2

Autorisation de prélèvement

A imprimer en deux exemplaires et à signer. L'un est à envoyer à Promopixel, le second à votre banque. A joindre obligatoirement avec un relevé d'identité bancaire (RIB), postal (RIP) ou de caisse d'épargne (RICE).

Nom et adresse du créancier **PROMOPIXEL** **29 rue Popincourt 75011 PARIS** **Numéro national d'émetteur: 560060**	
Débiteur	**Compte à débiter**
Nom _____	| _____ | _____ | _____ | __ |
Prénom _____	
Société _____	DESIGNATION DE L'ETABLISSEMENT TENEUR DU COMPTE A DEBITER
Adresse complète _____	_____ _____ _____ _____ _____ _____
Date et signature	_____

J'autorise l'Etablissement teneur de mon compte à prélever sur ce dernier si sa situation le permet, tous les prélèvements ordonnés par le créancier désigné ci-dessous. En cas de litige sur un prélèvement je pourrai en faire suspendre l'exécution sur simple demande à l'Etablissement teneur de mon compte. Je règlerai le différent directement avec le créancier.

Les informations contenues dans le présent document ne seront utilisées que pour les seules nécessités de la gestion et pourront donner lieu à exercice du droit individuel d'accès et de rectification au près du créancier ci-dessus, dans les conditions prévues par la délibération n°80/10 du 1.4.80 de la Commission Nationale de l'Informatique et des Libertés.

Annexe 3

IDENTIFICATION DU BUREAU D'ENREGISTREMENT

Tous les champs sont obligatoires.
Le bureau d'enregistrement certifie être client AFNIC ou accrédité ICANN.

Identification de la société
Nom de la société *(joindre Kbis ou publication JO)* :
SIREN / SIRET :
N° de TVA intracommunautaire :
(Obligatoire pour les entreprises de l'UE)
Adresse du siège social :
Code postal et Ville :
Pays:
URL http://

Représentant légal
Nom:
Prénom:
Fonction:
Téléphone:
Fax:
Adresse électronique:

Contact administratif et financier
Nom:
Prénom:
Adresse *(si différente du siège social)* :
Téléphone:
Fax:
Adresse électronique:

Contact technique NOC
Nom:
Prénom:
Adresse *(si différente du siège social)* :
Téléphone:
Fax:
Adresse électronique:

REGISTRATION CONTRACT

PROMOPIXEL – 29, rue Popincourt 75011 PARIS
Tel. +33 (0)1 42 05 62 71 Fax. +33 (0)9 57 84 34 89   Email: infos@promopixel.com

No. VAT: FR06440586899 – RCS PARIS B 440 586 899 (2003B13491)

PROMOPIXEL – Registration contract - 20121130   1

I. PREAMBLE

1. PROMOPIXEL S.A.R.L., a French limited-liability company with capital of 10,000 Euros, registered with the Trade Register of Paris under N°B 440 586 899.
2. The company operates a business of second level domain registry under its trademark SMALLREGISTRY.
3. The Registrar wishes to offer its customers a range of services relating to naming zones organised by the company PROMOPIXEL.
4. The Registrar declares that it has a good understanding of the naming charter(s) and their appendices applicable to naming zones organised by the company PROMOPIXEL, and assents without reservation.
5. The Registrar declares that it possesses the necessary knowledge, experience, skills, and technical and human resources to satisfy the requests of its customers, to meet the demands of their customers, in particular with regard to the terms of the applicable naming charters.

II. DEFINITIONS

1. For the purposes of the contract, the following terms are defined as follows:
   - **"Administrative operation"**: broad term for any administrative or technical operation carried out by the company PROMOPIXEL and concerning a domain name.
   - **"Registrar"**: the legal person who, under the contract concluded with the company PROMOPIXEL, provides domain name registration services to its customers.
   - **"Naming Charter"**: document establishing technical and administrative rules enabling to make an administrative operation on a domain name. The charter is supplemented by a set of documents (procedures guidelines, etc.) and information available directly from the company PROMOPIXEL upon request.
   - **"Customer"**: any natural or legal person requesting, through a Registrar, an administrative operation on a domain name.
   - **"Annual fee"**: amount payable each year to the company PROMOPIXEL by the Registrar for access to domain name registration services.
   - **"Orphan domain name"**: a validly registered domain name, whose management is no longer ensured by the Registrar.
   - **"Registry"**: the company PROMOPIXEL, as a legal person in charge of addressing and managing the Internet's domain names, in sectorial domains of second level for which it is responsible.

III. PURPOSE

1. The purpose of the present contract is to define the contractual relations between the company PROMOPIXEL as a Registry and Registrars.

IV. CONTRACTUAL DOCUMENTS

1. The contractual documents between the company PROMOPIXEL and the Registrar are ranked in order of priority:
   • the present contract (hereinafter referred to as "the registration contract");
   • Appendix 1 "Invoicing schedule";
   • Appendix 2 "Debit authorisation";
   • Appendix 3 "Identification of the registrar".
2. In the event of conflict between the documents of different nature and different rank, the provisions contained in the document of superior rank will prevail.

V. EFFECTIVE DATE - TIME - RENEWAL

1. The contract shall take effect upon its acceptance by the Registrar.
2. For the first year, the contract is valid for a period expiring on 31 December of the current calendar year, irrespective of the date on which the Registrar formalised its acceptance.
3. Following that year, the contract will be renewed by tacit consent per annual period taking effect on 1 January and expiring on 31 December of each year.

VI. PROVISIONS CONCERNING THE REGISTRY

1. The company PROMOPIXEL's Interventions is in the context of the Articles L.45 and R.20-44-34 to R.20-44-50 of the French Post and Electronic Communications Code.
2. To that end, it establishes the non-discriminatory and published rule(s), which has/have to ensure respect, by the applicant, for intellectual property rights [otherwise referred to as "Naming Charters"] relating to naming zones under the field of competence of the company PROMOPIXEL.
3. For the successful completion of its mission, the company PROMOPIXEL may have to define:
   • the requirements for persistence, quality and availability of infrastructure and/or tools for the addressing and management of domain names,

- the practical arrangements for the assessment and/or evaluation of the registrar and the results thereof,
- the good practices referential, charter of ethical standards or any equivalent document aimed at the Registrars,
- the procedures for access to the services by Registrars,
- the criteria for creating, feeding and accessing to databases,
- the dispute resolution procedures or participating in their implementation.

4. As such, the company PROMOPIXEL develops policies, procedures, methods or conditions of use.
5. The company PROMOPIXEL does not deliver label or certification and gives no approval to the Registrar.
6. At a technical level, the company PROMOPIXEL provides particularly the following services:
   - monitoring of installed zones;
   - monitoring the coherence of the WHOIS base (whois.smallregistry.net: 43);
   - operating the DNS service for zones to whom Promopixel is responsible;
   - monitoring the functioning of name servers;
   - development of automation tools for the operation;
   - management of information servers;
   - coordination of domain names with other registries.
7. The company PROMOPIXEL shall give a minimum of three months' notice prior to its implementation, through any appropriate means, the Registrar of any technical and/or administrative modification that would affect directly the latter, being specified that the implementation may not take place until a period of two months following the availability of specifications have elapsed. However, certain exceptional, urgent and motivated changes may exempt from the application of these provisions.
8. The company PROMOPIXEL shall make the prices of services charged on domain names publicly available.

VII. PROVISIONS RELATING TO THE REGISTRAR

The registrars' Intervention is in the context of the Articles L.45 and R.20-44-34 to R.20-44-50 of the French Post and Electronic Communications Code.

A. PROVISIONS WITH REGARD TO THE REGISTRY

1. The Registrar is committed to complying with all policies, procedures, methods or conditions of use specified by the company PROMOPIXEL.
2. The Registrar is committed to complying with all the decisions taken by the company PROMOPIXEL and where appropriate, to work with all other Registrars. Furthermore, It is committed to complying with the good practices referential, charter of ethical standards or any equivalent document if the company PROMOPIXEL was to adopt one.

3. For every request for administrative operation, and subject to the evolution brought forth by the dematerialisation of proceedings, the Registrar prepares and forwards to the company PROMOPIXEL, in full compliance with the terms of the naming charter(s), any element and/or document, if required, relating to every request for administrative operation.
4. The Registrar must respond to the company PROMOPIXEL's requests within a maximum of 72 hours, reduced to 48 hours in a case of emergency justified by the company PROMOPIXEL in its request. The Registrar is especially committed to responding to the company PROMOPIXEL's requests, and generally assist it in the resolution of disputes, litigation or pre-litigation centred on one or more name domains of the naming zone organised by the company PROMOPIXEL, and specifically:
   • communicate within the deadlines to the company PROMOPIXEL any information or document which may be requested;
   • execute within the deadlines any request from the company PROMOPIXEL relating to the managing of one or more domain names of the zones managed by SMALLREGISTRY, whether it be the cancellation or transfer of a domain name.
5. The Registrar shall communicate and maintain at all times a working phone number and email address where it can be reached by the company PROMOPIXEL during normal office hours.
6. The Registrar is committed to complying with keeping current the information provided to the company PROMOPIXEL under the present contract, and specifically identification data, information about any services offered to its customers. In the event of changes or modifications, the Registrar must without delay inform the company PROMOPIXEL through electronic mail or other appropriate media to its suitability, or by using the space allotted to it on the company PROMOPIXEL's website.
7. The Registrar shall inform the company PROMOPIXEL of any procedure affecting its legal situation, and specifically if it's going into receivership, liquidation, or total or partial take-overs, etc., within eight (8) days following the relevant event.
8. The Registrar is a domain name professional, an ICANN licensee and/or an AFNIC's customer.

B. PROVISIONS WITH REGARD TO REGISTRAR'S CUSTOMERS

1. The Registrar alone is responsible for the commercial or non-commercial relationships with its customers.
2. The Registrar commits to have the Registrant abide by any legal, regulatory or contractual obligation in force at the time of any particular request from the Registrant, as well as by any and all policy, process, methodology or term of use set in place by the Registry that the Registrar shall pass on to the Registrant from time to time.
3. As such, the Registrar shall inform its customers of:
   • their rights and obligations as holders of the domain name;
   • the eligibility obligations of an applicant;

- their responsibility concerning the choice of the domain name, and specifically the obligation to respect the rules specified by the naming charters;
- the need to provide elements allowing their identification and generally to make available to its customers the documents and the Registry's policies.
4. The Registrar is committed to complying with the identification obligations imposed by the law of 21 June 2004 called the Law on confidence in the digital economy, the regulations applicable to commercial prospecting, and more specifically the consent provisions for prospecting activities made by electronic means.
5. It is also committed to complying with the obligations imposed by the French Consumer Code when they are applicable and in particular those of, but is not limited to, the Articles L.121-16, L.132-1 and L.136-1.
6. The Registrar assigns, for the execution of this document, one or several persons with the necessary competence required and familiar with the technical environment and customer expectations.
7. It should also provide its customers with any useful means enabling them to obtain answers to their enquiries and expectations.

VIII. "WHOIS" DATABASE

1. In accordance with Article R.20-44-48 of the French Post and Electronic Communications Code, the company PROMOPIXEL gathers, from Registrars, all kinds of data necessary for identifying legal or natural persons who are domain name holders. This data is aggregated by the company PROMOPIXEL within a database called "Whois".
2. The company PROMOPIXEL has exclusive ownership rights over the database within the meaning of Article L.112-3 of the French Code of Intellectual Property.
3. The company PROMOPIXEL defines the rules as to setting up, publication, access, maintenance in operational condition of the Whois database and any other database that it could set up from the "Whois" database.

IX. FINANCIAL ARRANGEMENTS

1. The invoicing schedule shall give a summary of the rates applicable for the current year:
   - the amount of the annual fee,
   - billing rates of each administrative operation,
   - the cost of other interventions made by the company PROMOPIXEL.
2. The invoicing schedule applies per calendar year, from 1 January to 31 December of each year.
3. The invoicing schedule is adjusted annually and is effective as of 1 January 1 of the following year.

4. When the scale is modified, the company PROMOPIXEL communicate this modified scale to the Registrar by any means of its choice, and specifically by direct post mail or electronic mail.
5. The adjustment of the scale may be exceptionally applied in the course of the year, subject to the condition that induces a decrease. Under these circumstances, the Registrar will be notified electronically at least one month before the said adjustment.
6. In the event of a domain name portfolio transfer from a registry (as AFNIC) to PROMOPIXEL, the Registrar keeps this portfolio and owes the maintenance services for domains whose next birthday falls between the migration date of the portfolio and of entry into force of the present contract between PROMOPIXEL and the Registrar.

X. BILLING - REGULATION

1. The company PROMOPIXEL charges at the end of a monthly, quarterly or half-yearly iteration, for all administrative operations on domain names.
2. The bill for administrative operations is payable within thirty days (30 days) from the date of issue.
3. The company PROMOPIXEL charges for the name domain maintenance the month following the anniversary month of the administrative operation offered with charge for a one-year period (1 year) following the anniversary month.
4. The Registrar relieves itself from the sums due to the company PROMOPIXEL using one of the means of payment for which he has opted under the present contract or by any other means imposed by the company PROMOPIXEL.
5. Any request to reorder the mean of payment shall be sent by the Registrar to the company PROMOPIXEL.
6. The company PROMOPIXEL also charges for the costs incurred by the day-to-day processing and specifically, but not limited to, banking discharges, registered letters, administrative costs relating to a specific procedure.
7. In the event of late payment of any amounts due by the Registrar to the company PROMOPIXEL and with regard to the injury suffered by the company PROMOPIXEL because of this delay, the company PROMOPIXEL may apply penalties equal to one and a half times (1.5) the legal rate of interest between the contractual date of payment and the actual date of payment, without prejudice to any other compensation to which it is entitled.

XI. RESPONSABILITY

1. The parties are bound, as applicable to each, to an obligation of means, except for the application of the rules of the Naming Charter(s) and their appendix (appendices) for which the Registrar is under an obligation of performance.
2. The Registrar shall be personally responsible for any claims and/or procedure, whatever their forms and natures, that could be made against the company

PROMOPIXEL by a third party and which may be directly or indirectly related to the obligations of the Registrar described herein.

3. For this purpose, the Registrar undertakes to pay directly to the claimant all amounts requested by the company PROMOPIXEL as such, and if necessary intervene voluntarily in all proceedings initiated against the company PROMOPIXEL, as well as protect it against all judgements handed down on this occasion.

4. Otherwise, compensations and expenses of any kind taken over by the company PROMOPIXEL for its defence, including lawyer's fees, as well as all damages eventually pronounced against its interests, shall be charged to the Registrar.

5. The company PROMOPIXEL cannot in any circumstances be responsible for indirect loss or damage, including commercial harm, loss of orders, any commercial issue, loss of profits. Any action brought against the Registrar by a third party constitutes an indirect damage, consequently it confer a right to compensation.

6. The parties agree that, in case of a decision of condemnation, damages charged to the company PROMOPIXEL are restricted to the sums actually received by the Registrar for services or supplies that led to the involvement of its civil liability.

XII. USER ID

1. The Registrars have user ID that are submitted to them by the company PROMOPIXEL. In cases where Registrars is allowed to modify all or part of their user ID, then this change is made at the sole discretion and sole responsibility of Registrars.

2. The technical arrangements for the implementation of these user IDs (login/password, electronic signatures and certificates, etc.) are defined by the company PROMOPIXEL and the Registrar undertakes to implement these according to the indications that are provided by the company PROMOPIXEL.

3. The Registrar has sole responsibility for the protection and confidentiality of its user ID and all confidential information potentially transmitted by the company PROMOPIXEL.

4. The Registrar is committed to take all appropriate actions to comply with and uphold, by authorised users, complete confidentiality, by failing to communicate under no circumstances the user ID to persons other than employees.

5. Any use of user ID(s) conclusively implies the utilisation of the service by the Registrar until an objection is raised.

6. The Registrar shall initiate promptly, by any appropriate means, a reporting to the company PROMOPIXEL about communication problems with third parties and theft of its user ID. This information will be subject to a registered letter with acknowledgment of receipt.

XIII. CONVENTION OF PROOF AND DEMATERIALISATION

1. Exchanges between the company PROMOPIXEL and the Registrar shall be made by electronic means to the addresses specified by the parties.
2. The electronic documentations exchanged between the parties are a tangible evidence, provided that the person of origin is identified correctly they come from and they are made and they are made and kept under reasonable conditions to ensure its integrity. In the case of a disagreement between the parties, the information stored on the servers of the company PROMOPIXEL is considered as authentic by the parties.
3. The company PROMOPIXEL makes every effort to adopt a policy of dematerialisation in order to facilitate the relationship with the Registrars and the implementation of administrative operations. The conditions of this dematerialisation are communicated to the Registrar by the company PROMOPIXEL before they were implemented.

XIV. JUSTIFICATION AND ELECTRONIC ARCHIVING

1. The Registrar is responsible for the elements and/or documents that it communicates to the company PROMOPIXEL. It ensures the preservation of the documents provided by its Customer.
2. It is responsible for sending the company PROMOPIXEL the necessary background where such communication appears necessary. In all other cases, it communicates the elements and/or documents upon request of the company PROMOPIXEL in application of these provisions.
3. The Registry undertakes to be responsible for the preservation of data and documents that he has. The company PROMOPIXEL assumes no responsibility for:
    • an inability to communicate these elements;
    • the communication of elements subject to challenges to its weight.

XV. CONTROLS

1. The company PROMOPIXEL may carry out spot checks.
2. These controls can be made by book inspections or on-site inspections.
3. The control is said "book inspections" when the company PROMOPIXEL asks to be furnished with one or more elements and/or documents. The Registrar communicates the elements and/or documents within a maximum of 72 hours, reduced to 48 hours in the case of an emergency.

4. The test can be conducted on site on the proviso the Registrar is informed 72 hours in advance.

XVI. COLLABORATION

1. The Parties agree to work together intensively in the context of their relationship.
2. The Parties commit themselves to maintain an active and regular collaboration by communicating to each other all requested items.
3. The Registrar shall notify the company PROMOPIXEL all the difficulties that if may judge by his experience, as and when the execution of these, to allow for their integration as quickly as possible, thus helping to secure the naming zone organised by the company PROMOPIXEL.
4. The Registrar has an obligation to cooperate and collaborate with the company PROMOPIXEL, as well as other registrars where required, to ensure that any request from the company PROMOPIXEL concerning the management of a domain name of management areas, whether it is a request of blocking, transfer or removal of a domain name, is actually executed.

XVII. CONFIDENTIALITY

1. The Parties is committed in complying with the obligation of confidentiality on information of any kind known to them during the implementation of the present contract.
2. This obligation of confidentiality does not apply:
   • in the event that one or other of the parties has to disclose this information in judicial processes, whatever the reason,
   • in the event that one or other of the parties has to provide evidence to the tax authorities writing in accordance with the present contract;
   • to the accountants and auditors of the parties, as they are subject to the obligation of professional secrecy with regard to their Registrar under Article 378 of the Penal Code.
3. The provisions of this Rule shall remain in effect even after termination of contractual relations between the company PROMOPIXEL and the Registrar.

XVIII. COMPUTING AND CIVIL LIBERTIES

1. In the context of the supply by the Registrar to the company PROMOPIXEL of personal data, the Registrar ensures that:
   • the obligations stipulated in law n° 78-17 of 6 January 1978 have been met by it, including:

(1) the consideration of the declaration or prior approval obligations in time and obtaining receipts or approving decisions-related,

(2) the requirement to notify the persons concerned and obtain the persons' consent if necessary,

(3) the implementation of means for collecting and processing fair and lawful data,

(4) the consideration of the access, rectification and opposition rights afforded to the persons concerned;

- personal data can be lawfully communicated or transmitted to the company PROMOPIXEL and the latter can have the free usage within the bounds of respecting the with legal requirements;
- personal data communicated or transmitted are existing, complete in relation to the original files and accurate in terms of the information collected.

2. The company PROMOPIXEL is deemed to have the right to exploit, without restriction or reservations, as a controller within the meaning of the law No. 78-17 of 6 January 1978 relating to computers, files and civil liberties, personal data in all places, for all needs that relate to its activities in whatever form, on any material, during the term of the present contract and later without time constraints.

3. In any event, the company PROMOPIXEL reserves the right to create exclusion lists within the meaning of the French Date Processing and Civil Liberties Law, in applying the CNIL decision of 13 September 2007 No. 2007-246 and without notice to the Registrar.

4. Personal data communicated by the Registrar is the subject to automated processing, by the company PROMOPIXEL, the National Commission for Data Protection and Liberties (CNIL).

5. The company PROMOPIXEL has designated a correspondent for the protection of personal data, called correspondent CNIL who, under Article 22 II of Law No. 78-17 of 6 January 1978, has the task of drawing up a list of the processings and make a consultation to ensure compliance by the company PROMOPIXEL of the French Date Processing and Civil Liberties Law.

6. The Registrar agrees to notify immediately the Company PROMOPIXEL by e-mail or fax in the case of control carried out by the CNIL and covers data relating to naming.

XIX. ADMINISTRATIVE PROCEDURES

1. Each Party must ensure that it has obtained all necessary administrative authorisations for the execution of his duties.

XX. PROMOTION - ADVERTISING

1. The Registrar respects the intellectual, industrial, literary and artistic property Promopixel held by the company PROMOPIXEL. The Registrar may only use

and/or reproduce the trademarks, logos and other distinctive signs of the company PROMOPIXEL with his express consent.
2. The company PROMOPIXEL wants to become a promotional antenna of Registrars and to this respect it may engage in a number of promotional campaigns and/or advertising.
3. The company PROMOPIXEL keeps updated, on its website, the information provided in the contract.
4. The company PROMOPIXEL can also initiate and organise "special operations" to develop the naming zones that it administers.
5. It is the responsibility of the Registrar to participate or not in "special operations" organised by the company PROMOPIXEL under conditions sent out previously.
6. The participation of each Registrar in a "special operation" may be the subject of a particular agreement under the present contract.

XXI. OUTSOURCING

1. The Registrar may outsource all or part of its services, but in any event it remains solely responsible for the correct application of the present contract.

XXII. INSURANCE

1. Each party declares that it is insured for all the harmful consequences of the acts against which it could be held accountable in applying the present contract, with a reputedly solvent insurance company.

XXIII. PENALTIES

1. In the case of failure by the Registrar to any of its obligations, the company PROMOPIXEL may issue one of the following penalties:
   • warning by e-mail: the warning is a minor penalty. It is intended to remind the Registrar of its obligations;
   • on-site observation: the on-site observation remains to report the failure(s) identified by the company PROMOPIXEL. It tends to restore the balance of the information to the public;
   • Temporary suspension: the temporary suspension is related to a more severe failure than those that may result in a warning or on-site observation. In the case of temporary suspension of its account, the Registrar cannot proceed with any new administrative operation on the domain names under its management, or make new recordings;

- lump sum penalty: the company PROMOPIXEL may impose on the Registrar a pecuniary sanction of 500 euros exc. tax. The lump sum penalty may be combined with other sanctions or be applied independently.
2. The penalty imposed by the company PROMOPIXEL is proportional to the seriousness of the identified failure(s).
3. Sanctions are independent of one another and are not considered obligatory steps.
4. The notification procedure of the failure to the Registrar is as follows:
    - The company PROMOPIXEL sends a registered letter with acknowledgment of receipt to the Registrar, notifying the identified failure(s), as well as the sanction(s) being considered;
    - the Registrar has a period of eight (8) calendar days to respond to the company PROMOPIXEL and to state its position;
    - the sanction applied is appropriate or not depending on the response of the Registrar;
    - the lack of response from the Registrar will act as an acceptance on his part.
5. The implementation of sanctions helps to ensure a better quality of the services rendered.

XXIV. RÉSOLUTION - TERMINATION

1. In the event of serious and repeated failure of the Registrar to carry out any of its obligations, the company PROMOPIXEL shall have the right to pronounce the resolution/termination of the present contract.
2. The procedure for resolving/terminating the contract is as follows:
    - registered letter with acknowledgment of receipt notifying the suspension of the Registrar's account within forty-eight (48) hours;
    - suspension of the Registrar's account for a period of fifteen (15) calendar days
    - decision pronouncing the resolution/termination of the contract by a fifteen-days (15) notice with a registered letter with acknowledgment of reception.
3. Unless failure of particular gravity, account suspension will normally occur after several reminders from the company PROMOPIXEL.
4. The Registrar has the ability at any moment to contact the company PROMOPIXEL to remedy its failure.

XXV. NON RENEWAL OF THE CONTRACT BY THE REGISTRAR

1. The Registrar may terminate the present contract by registered letter with acknowledgment of receipt to the company PROMOPIXEL:
    - when the contract and/or the invoicing schedule is reviewed before 31 December of the current year. Such denunciation shall take effect on 31 December of the current year.

- prior to expiry of the current contract period, using a notice of 30 days, notifying the company PROMOPIXEL its decision not to renew its contract.

XXVI. CONSEQUENCES OF TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. In the event of termination of the contractual relationship for any reason whatsoever (total or partial cessation of activity, insolvency procedures, assignment, termination for default, etc.), the company PROMOPIXEL disables the Registrar's account at the effective date of termination of the contractual relationship and removes its name from the list of the Registrars available online.
2. The Registrar shall inform its customers that they need to choose a new Registrar for all orphan domain names they hold.
3. It is the responsibility of the Registrar to handle the migration of domain names it manages under the present contract no later than the date of termination of the contractual relationship.
4. Consequently, in the event of expiry or resolution of the contract for any reason whatsoever, the Customer deserves that the Registrar communicates all necessary information to enable him to prepare the migration of the orphan domain names.
5. In this respect, the Registrar bears full responsibility for the claims and remedies of its customers.
6. While this is not an obligation, the company PROMOPIXEL may contact the Registrar's customers directly to inform them of the situation and ask them to choose a new Registrar. Under these circumstances, the Registrar shall bear the charges of any kind (including mailing charges) corresponding to the formalities undertaken by the company PROMOPIXEL on its behalf.
7. The termination of the contractual relationship for any reason whatsoever (total or partial cessation of activity, insolvency procedures, assignment, termination for default, etc.) will require immediate payment of amounts due, including any penalties of the previous levels.
8. Starting from the termination of the contractual relationship, the Registrar shall return all documents provided by the company PROMOPIXEL and no longer use the documents, codes and user IDs communicated by the company PROMOPIXEL. Failing the return of these within two weeks (15 days) after the termination of the contractual relationship, the Registrar is committed to destroying all documents provided and remove all user IDs allocated by the company PROMOPIXEL. In addition, the Registrar undertakes not to use any logo, trademark or other distinctive sign of the company PROMOPIXEL.

XXVII. CONTRACT ASSIGNMENT

1. For reasons of good management of domain names in the naming zone organised by the company PROMOPIXEL, and the safeguarding of Registrar's customers interest, the rights and obligations arising from the present contract cannot be transferred totally free of charge or partially against payment, except in accordance with the following cumulative conditions:
   • The company PROMOPIXEL is given prior notification;
   • all amounts payable to the company PROMOPIXEL by the originating Registrar are fully paid and actually collected by the company PROMOPIXEL;
   • The company PROMOPIXEL receives the formalised agreement of the originating Registrar and the Registrar who shall take back the terms of the present contract by a registered letter with acknowledgment of receipt;
   • The company PROMOPIXEL receives within 30 days of the assignment the new contract duly completed by the new Registrar, including information about its contact information;
   • all domain names managed by the originating Registrar are taken into account and all customers are given notice of the change to be performed by the latter.
2. The company PROMOPIXEL can transfer to any legal person of his choice, all or part of the rights and obligations as defined in the present contract, with the responsibility for informing the Registrar.

XXVIII. NULLITY

1. If one or more provisions of the present contract are regarded as invalid or held to be such under the application of a law, a regulation or following a final decision of by competent jurisdiction, the other provisions retain their range and effect.

XXIX. TITLES

1. Where difficulties arise in interpreting any one of the titles appearing at the head of the clauses, and any of the clauses themselves, titles will be declared non-existent.

XXX. FORCE MAJEURE

1. As a first step, the force majeure suspends the execution of the present contract.

2. Should the force majeure event have a duration of one (1) month, the present contract is automatically terminated as of right, unless otherwise agreed.
3. Are considered explicitly force majeure or unforeseen circumstances the events usually retained by the French case law of courts of law.

XXXI. INDEPENDANCE OF THE PARTIES

1. The parties recognise acting individually on their own behalf as separate entities and are not considered as agents of one another.
2. Neither party may make a commitment in the name of and/or on behalf of the other party.
3. In addition, each of the parties remains solely responsible for its acts, allegations, commitments, services, products and human resources.

XXXII. COMPLETENESS

1. The present contact expresses the completeness of the obligations of the parties.

XXXIII.SINCERITY

1. The parties declare these commitments are genuine.
2. As such, they state they do not have material fact to the best of their knowledge that, if it has been communicated to, would have modified the consent of the other party.

XXXIV.LANGUAGE

1. Only the French version of the present contract will prevail between the parties.

XXXV. APPLICABLE LAW

1. These requirements are managed under by French law.

XXXVI. ATTRIBUTION OF COMPETENCE

1. In the event of litigation, and after an attempt to reach an amicable solution, voluntary jurisdiction is attributed to Tribunal de Grande Instance of Paris (District Court of Paris) notwithstanding a plurality of defenders or third party complaint, even for emergency procedures or interim security rulings or by petition.

XXXVII. OPPOSABILITY

1. During the first year, the Registrar becomes a party to this convention by filling in and signing an identification form to return to the company PROMOPIXEL.
2. Should the present contract be revised, the company PROMOPIXEL sends the revised version to the Registrar, under a form of its choice, no later than 1 December of each year.
3. As such, and in application of the new articles 1369-1 and following of the Civil Code, the company PROMOPIXEL can either send the new version of the contracts by electronic mail to the address provided by the Registrar, or diffuse online, in the area reserved for Registrars, the modified version of the contract by inviting the Registrars to connect on its site or become acquainted to it. With regard to contractual relationship between professionals, it was expressly decided to derogate from all procedural and substantive rules prescribed in these articles.
4. Failing to have terminated its contract within the time allowed, the new contractual terms will automatically apply from 1 January the following year.

XXXVIII. REVISION OF THE PRESENT CONTRACT

1. Where appropriate, the terms of the present contract may be revised by the Company PROMOPIXEL.
2. The company PROMOPIXEL commits to revising the present contract only once a year, unless specifically decided by any of its deliberative functions or motivation of the Minister for Electronic Communications.

Appendix 1

Invoicing schedule 2013

The annual fee is payable only once.

Invoicing schedule in € exc. tax, applicable from 1 January to 31 December 2013

Annual fee	200,00 € exc. tax
Creation	7,50 € exc. tax
Reactivation (recover)	7,50 € exc. tax
Transmission (trade)	7,50 € exc. tax
Change of registrar (transfer)	7,50 € exc. tax
Cancellation of creation*	7,50 € exc. tax
Maintenance	7,50 € exc. tax
Modification	0 € exc. tax

* In the absence of constraints linked to naming charter

Special Conditions:
1) The costs incurred at the expense of company PROMOPIXEL by banking discharges will give rise to the payment of a penalty of 10 € exc. tax, charged to the bank account or credit card, and, from the second discharge, independent to the application of Article 23 of the contract as regards the application of a lump sum penalty in the case of failure.
2) The costs incurred at the expense of company PROMOPIXEL by collection of cheques payable outside the national territory will result in related charging fees, at the end of the financial year, according to the current banker's rate of exchange.

Appendix 2

Withdrawal authorisation

Print in duplicate and sign. Send one to Promopixel and the second to your bank. Must be enclosed with a bank account number (RIB), postal account number (RIP) or savings bank (RICE).

<table>
<tr><td colspan="2" align="center">Name and address of creditor
PROMOPIXEL
29 rue Popincourt 75011 PARIS
National originator number: 560060</td></tr>
<tr><td colspan="2" align="center">Debtor</td><td align="center">Debit account</td></tr>
<tr><td>Last name</td><td></td><td></td></tr>
<tr><td>First name</td><td></td><td></td></tr>
<tr><td>Company</td><td></td><td>DESIGNATION OF THE INSTITUTION HOLDING THE DEBIT ACCOUNT</td></tr>
<tr><td>Full address</td><td></td><td></td></tr>
<tr><td>Date and signature</td><td></td><td></td></tr>
</table>

I give my authorisation to the Institution holding my account to make, if the situation permits, all withdrawals ordered by the creditor named below. In the event of litigation on withdrawal, I may suspend its execution through a simple request to the Institution holding my account. I will then settle the amount directly with the creditor.

The information contained in this document will only be used only for management purposes and could lead to the exercise of the individual right of access and rectification at the creditor named above, in accordance with decision No. 80/10 of 1.4.80 of the National Commission for Information Technology and Civil Liberties (CNIL).

Appendix 3

IDENTIFICATION OF THE REGISTRAR

All fields are required.
The registrar certifies that it is an AFNIC customer or CANN accredited.

Company identification
Company name *(attach Kbis or JO publication)*:
SIREN / SIRET:
No. intra-community VAT:
(Required for EU companies)
Headquarters Address:
Postal code and city:
Country:
URL http://

Legal representative
First name:
Last name:
Title:
Telephone:
Fax:
Email:

Administrative and financial contact
First Name:
Last name:
Address *(if different from the headquarters)*:
Telephone:
Fax:
Email:

Technical Contact NOC
First name:
Last name:
Address *(if different from the headquarters)*:
Telephone:
Fax:
Email:

EXHIBIT 3

Exhibit 3 – Eligible Registrants for the .Med Extension

Practitioners:	Generalist medical practitioners
	Specialist medical practitioners
	Nursing professionals
	Midwifery professionals
	Traditional and complementary medicine professionals
	Paramedical practitioners
	Dentists
	Pharmacists
	Environmental and occupational health and hygiene professionals
	Physiotherapists
	Dieticians and nutritionists
	Audiologists and speech therapists
	Optometrists and opthalmic opticians, orthoptists
	Chiropractors, Osteopaths

Practitioners:

Entities:	Hospitals, health care facilities
	Ambulances
	Pharmacies
	Medical laboratories
	Schools, Universities
	Pharmaceutical industries
	Libraries
	Scientific and Academic publishers
	Public health journals
	Boards, Orders, Colleges, Government related councils
	Public administrations, ministries
	Academies
	Scientific organizations
	Professional associations
	Health care professionals unions

EXHIBIT 4

Conseil d'État

N° **348259**
ECLI:FR:CESSR:2012:348259.20120427
Publié au recueil Lebon

4ème et 5ème sous-sections réunies

M. Jacques Arrighi de Casanova, président
M. Christophe Eoche-Duval, rapporteur
M. Rémi Keller, rapporteur public
SCP RICHARD ; SCP LYON-CAEN, THIRIEZ, avocats

Lecture du vendredi 27 avril 2012
REPUBLIQUE FRANCAISE

AU NOM DU PEUPLE FRANCAIS

Vu le pourvoi sommaire et le mémoire complémentaire, enregistrés les 8 avril et 8 juin 2011 au secrétariat du contentieux du Conseil d'Etat, présentés pour M. Bertrand A, demeurant ... ; M. A demande au Conseil d'Etat :

1°) d'annuler la décision du 10 mars 2011 par laquelle la chambre disciplinaire nationale de l'ordre des chirurgiens-dentistes, réformant la décision du 12 avril 2010 de la chambre disciplinaire de première instance de l'ordre des chirurgiens-dentistes de la région Rhône-Alpes prononçant à son encontre la sanction de l'interdiction d'exercer la profession de chirurgien-dentiste pendant deux mois avec sursis, a décidé que la sanction ne sera assortie du sursis que pour une période d'un mois et demi et prendra effet du 1er juillet au 15 juillet 2011 inclus ;

2°) de mettre à la charge du Conseil national de l'ordre des chirurgiens-dentistes et du conseil départemental de l'ordre des chirurgiens-dentistes de Haute-Savoie une somme de 3 500 euros en application de l'article L. 761-1 du code de justice administrative ;

Vu les autres pièces du dossier ;

Vu le code de la santé publique, modifié notamment par la loi n° 2002-303 du 4 mars 2002 et par l'ordonnance n° 2005-1040 du 26 août 2005 ;

Vu le code de justice administrative ;

Après avoir entendu en séance publique :

- le rapport de M. Christophe Eoche-Duval, Conseiller d'Etat,

- les observations de la SCP Richard, avocat de M. A et de la SCP Lyon-Caen, Thiriez, avocat du Conseil national de l'ordre des chirurgiens-dentistes,

- les conclusions de M. Rémi Keller, rapporteur public ;

La parole ayant été à nouveau donnée à la SCP Richard, avocat de M. A et à la SCP Lyon-Caen, Thiriez, avocat du Conseil national de l'ordre des chirurgiens-dentistes,

Sur la régularité de la saisine de la juridiction disciplinaire :

Considérant, en premier lieu, qu'aux termes de l'article L. 4123-2 du code de la santé publique, issu du V de l'article 18 de la loi du 4 mars 2002 relative aux droits des malades et à la qualité du système de santé et modifié par l'ordonnance du 26 août 2005 : " Il est constitué auprès de chaque conseil départemental une commission de conciliation composée d'au moins trois de ses membres. La conciliation peut être réalisée par un ou plusieurs des membres de cette commission, selon des modalités fixées par décret en Conseil d'Etat. / Lorsqu'une plainte est portée devant le conseil départemental, son président en accuse réception à l'auteur, en informe (...) le chirurgien-dentiste (...) mis en cause et les convoque dans un délai d'un mois à compter de la date d'enregistrement de la plainte en vue d'une conciliation. / En cas d'échec de celle-ci, il transmet la plainte à la chambre disciplinaire de première instance avec l'avis motivé du conseil dans un délai de trois mois à compter de la date d'enregistrement de la plainte, en s'y associant le cas échéant (...) " ;

Considérant qu'eu égard à l'objet de la procédure de conciliation, qui est de permettre aux parties de régler le différend qui les oppose avant qu'il ne soit éventuellement porté devant la juridiction disciplinaire, et à la mission de l'ordre, qu'il exerce à travers ses différents conseils, de veiller au respect de la déontologie, c'est sans erreur de droit que la chambre disciplinaire nationale a jugé que la procédure de conciliation, qui doit en principe être organisée par le conseil départemental lorsqu'une plainte contre un chirurgien-dentiste est portée devant lui, est sans objet lorsque la plainte émane d'une ou de plusieurs des instances de l'ordre ; qu'ainsi le moyen tiré de ce que le juge disciplinaire aurait été irrégulièrement saisi de la plainte déposée par le Conseil national de l'ordre des chirurgiens-dentistes, faute de procédure préalable de conciliation, ne peut qu'être écarté ;

Considérant, en second lieu, qu'en vertu des dispositions de l'article R. 4126-1 du code de la santé publique, l'action disciplinaire contre un chirurgien-dentiste peut être introduite devant la juridiction disciplinaire par le conseil national ou le conseil départemental de l'ordre au tableau duquel le praticien poursuivi est inscrit, soit agissant de leur propre initiative, soit à la suite de plaintes émanant de personnes énumérées à cet article qu'ils transmettent, le cas échéant en s'y associant ; qu'il ressort des pièces du dossier soumis aux juges du fond qu'en déclarant s'associer à la plainte déposée directement par le conseil national à l'encontre de M. A, le conseil départemental de l'ordre de Haute-Savoie doit être regardé comme ayant présenté une plainte en son nom propre ; qu'ainsi la chambre disciplinaire de première instance était saisie régulièrement de deux plaintes introduites à la fois par le conseil national et par le conseil départemental au tableau duquel le praticien poursuivi était inscrit ; que le moyen tiré de l'erreur de droit prétendument commise par la chambre disciplinaire nationale pour n'avoir pas relevé l'irrégularité résultant de la présence du conseil départemental alors qu'il n'aurait pas transmis de plainte ne peut donc qu'être écarté ;

Sur la procédure suivie devant la chambre disciplinaire nationale :

Considérant qu'il ressort des pièces du dossier soumis aux juges du fond que le nouveau mémoire présenté par le Conseil national de l'ordre des chirurgiens-dentistes le 2 février 2011 ne comportait

aucun élément nouveau par rapport au dossier soumis à la chambre disciplinaire nationale et dont le requérant avait connaissance ; que par suite, et en tout état de cause, la circonstance que le requérant n'aurait pas eu un délai suffisant pour répondre à la communication de cette pièce n'a pas porté atteinte aux droits de la défense ni au caractère contradictoire de la procédure ; que le moyen tiré de l'irrégularité, de ces chefs, de la décision attaquée ne peut dès lors qu'être écarté ;

Sur le bien-fondé de la décision attaquée :

Considérant qu'aux termes de l'article R. 4127-215 du code de la santé publique : " La profession dentaire ne doit pas être pratiquée comme un commerce. / Sont notamment interdits : (...) 3° Tous procédés directs ou indirects de publicité ; / 4° Les manifestations spectaculaires touchant à l'art dentaire et n'ayant pas exclusivement un but scientifique ou éducatif. (...) " ; qu'aux termes de l'article R 4127-225 du même code : " (...) Sont également interdites toute publicité, toute réclame personnelle ou intéressant un tiers ou une firme quelconque. " ; qu'enfin, les articles R. 4127-216 à R. 4127-219 du même code précisent les indications que le chirurgien-dentiste est autorisé à faire figurer sur ses imprimés professionnels, dans un annuaire, sur une plaque professionnelle ou dans un communiqué public ; que, si le site internet d'un chirurgien-dentiste peut comporter, outre les indications expressément mentionnées dans le code de la santé publique, des informations médicales à caractère objectif et à finalité scientifique, préventive ou pédagogique, il ne saurait, sans enfreindre les dispositions précitées de ce code et les principes qui les inspirent, constituer un élément de publicité et de valorisation personnelles du praticien et de son cabinet ;

Considérant qu'il ressort des énonciations de la décision attaquée que les éléments que M. A avait publiés sur un site internet en vue de présenter son cabinet mettent en avant son profil personnel, des réalisations opérées sur des patients, les soins qu'il prodigue et les spécialités dont il se recommande et excèdent de simples informations objectives ; qu'en jugeant qu'un tel site constituait une présentation publicitaire du cabinet dentaire en cause, constitutive d'un manquement aux devoirs déontologiques, la chambre disciplinaire nationale, qui a suffisamment motivé sa décision, n'a pas commis d'erreur de droit et a exactement qualifié les faits de l'espèce ;

Considérant, par suite, que M. A n'est pas fondé à demander l'annulation de la décision attaquée ;

Considérant que les dispositions de l'article L. 761-1 du code de justice administrative font obstacle à ce qu'une somme soit mise à ce titre à la charge du Conseil national de l'ordre des chirurgiens-dentistes qui n'est pas, dans la présente instance, la partie perdante ; qu'en revanche, il y a lieu, dans les circonstances de l'espèce, de mettre à la charge de M. A une somme de 3 000 euros à verser au Conseil national de l'ordre des chirurgiens-dentistes, au titre des ces mêmes dispositions ;

D E C I D E :

Article 1er : Le pourvoi de M. A est rejeté.

Article 2 : M. A versera au Conseil national de l'ordre des chirurgiens-dentistes une somme de 3 000 euros au titre de l'article L. 761-1 du code de justice administrative.

Article 3 : La présente décision sera notifiée à M. Bertrand A, au Conseil national de l'ordre des chirurgiens-dentistes et au conseil départemental de l'ordre des chirurgiens-dentistes de Haute-Savoie.

EXHIBIT 5

New Generic Top-Level
Domains

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APPLICATION DETAILS

View Application Update History

Application ID: 1-1192-28569

String: MED (download public portion of application)

Applicant: HEXAP SAS

Prioritization Number: 1732

Address: 10 rue de la Paix, Paris, - 75002, FR

Web Site: http://www.hexap.com

Primary Contact: Mr. Jerome Lipowicz

Phone Number: +33 613 179 098

Email: office@hexap.com

Attachments (22):

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- 20f (MED Endorsement FDI.pdf)
- 20f (MED Endorsement Global Media Sante.pdf)
- 20f (MED Endorsement Catherine Cerisey.pdf)
- 20f (MED Endorsement Carenity.pdf)
- 23 (Q23 - Overview of the Registry Services - Attachment v2.0.pdf)
- 24 (Q24 Shared Registration System - Attachment.pdf)
- 25 (Q25 Extensible Provisioning Protocol - Attachment.pdf)
- 26 (Q26 WHOIS - Attachment.pdf)
- 27 (Q27 Registration Lifecycle - Attachment.pdf)