

ANNEX .MENU - SPECIAL CONDITIONS FOR THE .MENU TLD

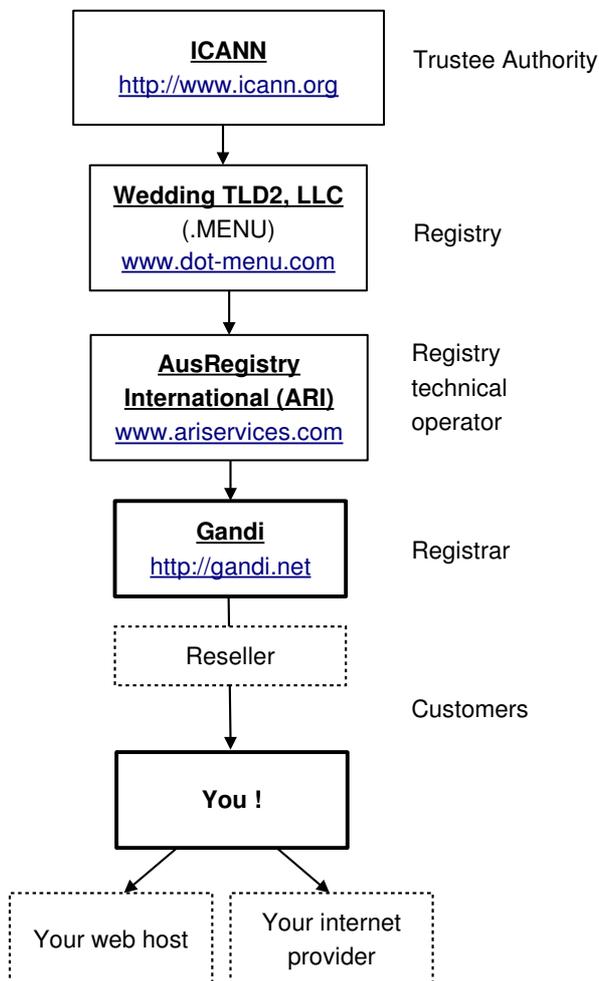
version 1.0 – April the 28th, 2014

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .MENU domain name implies the acceptance of and compliance to the present special conditions contained herein.

All Your legal information and contracts can be viewed at any time via Our [website](#). Capitalized terms have the definition attributed to them in Our [General Terms and Conditions](#) of Domain Name Registration. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .MENU.1. Trustee authority and Registry

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



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

Section .MENU.2. Registration terms and conditions

When You apply to register a .MENU domain name, You acknowledge that You have fully understood, and that You certify to have full knowledge of and that You agree to abide by all the rules and specific conditions of .MENU domain names, as defined

by ICANN and Wedding TLD2 LLC and which may be viewed at the following pages:

- Acceptable Use and Takedown Policy: http://www.dot-menu.com/wp-content/uploads/2013/11/Acceptable-Use-and-Takedown-Policy_menu1.pdf
- Data Protection and Privacy Policy: http://www.dot-menu.com/wp-content/uploads/2013/11/Data-Protection-and-Privacy-Policy_menu1.pdf
- WHOIS Policy: http://www.dot-menu.com/wp-content/uploads/2013/11/WHOIS-Policy_menu1.pdf
- ICANN consensus policies: <http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .MENU Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

Notwithstanding anything in this agreement to the contrary, Wedding TLD2 LLC, the Registry of the .MENU, is and shall be an intended third party beneficiary of this agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Wedding TLD2 LLC have vested and that Wedding TLD2 LLC has relied on its third party beneficiary rights under this agreement in agreeing to Gandi being a registrar for the .MENU. Additionally, the third party beneficiary rights of Wedding TLD2 LLC shall survive any termination of this agreement.

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

<http://www.icann.org/en/about/agreements/registries/menu>

Section .MENU.3. Special requirements

.MENU special requirements are available at:

<http://www.gandi.net/domain/menu/info>

.MENU domain names are open to anyone.

Section .MENU.4. “Trademark Claim Notice” period

In accordance with ICANN rules, during 90 days upon the general opening, a “Trademark Claim Notice” period will run.

During this period if the domain name for which You requested registration is identical to a trademark that is registered and validated with TMCH (according to the “labels” generated), You will received a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be send to the Registry.

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

Section .MENU.5. Prohibited and reserved names

Some words are reserved or prohibited:

- Reserved and Restricted Names Policy:
http://www.dot-menu.com/wp-content/uploads/2013/11/Reserved-and-Restricted-Names-Policy_menu1.pdf
- Agreement between ICANN and the Registry:
<http://www.icann.org/en/about/agreements/registries/menu>
(specification 5. schedule of reserved names)
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

The registration of "premium" domain names is not available on Our interface, You would need to contact Our customer service department for this.

Section .MENU.6. Registration term

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

Section .MENU.7. Pricing

Our prices can be viewed at:

<https://www.gandi.net/domain/price/detail/menu>

“Premium” domain names are subject to specific prices that will be communicated by Our customer service department upon request.

Section .MENU.8. Storage of contact information

In application of ICANN contracts, all personal and technical information associated with the registration of Your domain name

is recorded and made available to ICANN and IRON MOUNTAIN (ICANN's designated Registrar Data Escrow agent), in addition to messages pertaining to each registration or modification, during the entire duration of the registration of the domain name, plus the two following years.

In addition, You consent to the use, copying, distribution, publication, in particular in the [Whois](#) database, modification and any other processing of Your personal data by the Registry and its agents including ARI. Your personal data are collected and used by the Registry and AR in accordance with applicable laws, ICANN rules and the [privacy policy](#) established by the Registry.

Section .MENU.9. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .MENU domains, that You agree fully abide by.

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

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

The URS rules are available at the following page:

<http://newgtlds.icann.org/en/applicants/urs>

In addition, You agree to submit to proceedings commenced under other dispute policies as set forth by the Registry rules, including but not limited to the Registry [acceptable use and takedown policy](#) and to processes for suspension of a domain name by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the Registry.

Section .MENU.10. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail).

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

Section .MENU.11. Ownership change

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

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

Section .MENU.12. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period. in accordance with the terms and conditions described on Our website and/or by as communicated by Our customer service department.

If the domain is neither renewed nor restored within these deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .MENU.13. Registrant representations and guarantees

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

In any case, You agree to not participate to distributing malware, abusively operating botnets, phishing, piracy, trademark or

copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, cost and expenses, including reasonable legal fees and expenses, arising out of or relating to the registration of Your domain name. This indemnification obligation shall survive the termination of the present contract, whatever may be the cause, and is the direct consequence of Our accreditation agreement.

Section .MENU.14. Exclusion of liability and actions of the Registry

You expressly acknowledge and agree that the Registry reserves the right, that it deems necessary, in its sole and entire discretion, to deny, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to protect the integrity and stability of the Registry or the domain names system,
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution procedure,
- to comply with any applicable ICANN rules or regulations, including without limitation, the agreement between ICANN and the Registry,
- to avoid any civil or criminal liability on the part of the Registry, its affiliates, subsidiaries, officers, directors and employees,
- in accordance with the present agreement,
- due to any violation of Your obligations,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name.

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

-end of annex .MENU-