

ANNEX .FUN - SPECIAL CONDITIONS FOR THE .FUN TLD

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In addition to Gandi's Domain name registration contract, the registration and use of a .FUN 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 [Domain name registration contract](#). Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .FUN.1. Naming organization

.FUN is a generic Top-Level-Domain (gTLD). The various parties involved for the .FUN TLD are:

- Trustee Authority:
ICANN: <http://www.icann.org>
- Registry:
Radix FZC: <http://radixregistry.com>
- Registry technical operator:
Tucows: <https://tucowsdomains.com>
- Registrar:
Gandi: <http://gandi.net>

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

Section .FUN.2. Registration terms and conditions

When You apply to register a .FUN 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 .FUN domain names, as defined by ICANN and the Registry, which may be viewed at the following pages:

- Registry policies:
<https://radix.website/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

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

The contract between ICANN and the .FUN Registry is available at the following address:
<http://www.icann.org/en/about/agreements/registries/fun>

Section .FUN.3. Special requirements

.FUN special requirements are available at:
<http://www.gandi.net/domain/fun/info>

.FUN domain names are open to anyone.

Section .FUN.4. Reserved names

- Some words are reserved or prohibited, in particular:
- agreement between ICANN and the Registry (specification 5. schedule of reserved names) :
<http://www.icann.org/en/about/agreements/registries/fun>
 - Reserved Names Policy:
<https://radix.website/policies>
 - names containing two characters followed by two hyphens

and names beginning or ending by a hyphen are not allowed.

Section .FUN.5. 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 .FUN.6. Pricing

Our prices may be viewed at:
<https://www.gandi.net/domain/price/detail/fun>

You expressly agree that registration and renewal fees are variable and may be different depending on the domain name, this includes but is not limited to "premium" domain names

"Premium" domain names are subject to specific pricing as indicated on Our interface during Your order.

Section .FUN.7. Personal data

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

Section .FUN.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .FUN 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>

Section .FUN.9. Transfer (change of Registrar)

You acknowledge that You have fully understood and You agree to abide by the transfer policy established by ICANN:

<https://www.icann.org/resources/pages/transfers-2012-02-25-en>

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

- does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration).

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

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

Section .FUN.10. Ownership change

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

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

Section .FUN.11. 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 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 .FUN.12. Registrant representations and guarantees

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may delete Your domain name.

In any case, You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or

copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.

You agree that if You use Your domain name to collect and or maintain sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry, Tucows and their subcontractors, as well as each of their respective directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating in any way to the registration or use of Your domain name, or to any breach of the present contract. 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 .FUN.13. Exclusion of liability and actions of the Registry

You expressly acknowledge and accept that the Registry shall be entitled, that it deems necessary, in its sole and entire discretion, but not obligated, to reject, delete, suspend, transfer to a third party or place in "lock" status, "hold" status or similar status Your domain name:

- to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFC),
- to protect the integrity and stability of the Registry and the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to avoid any civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, officers, directors and employees,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- for the non-payment of fees to the Registry.

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