

## ANNEX .餐厅 - SPECIAL CONDITIONS FOR THE .餐厅 TLD

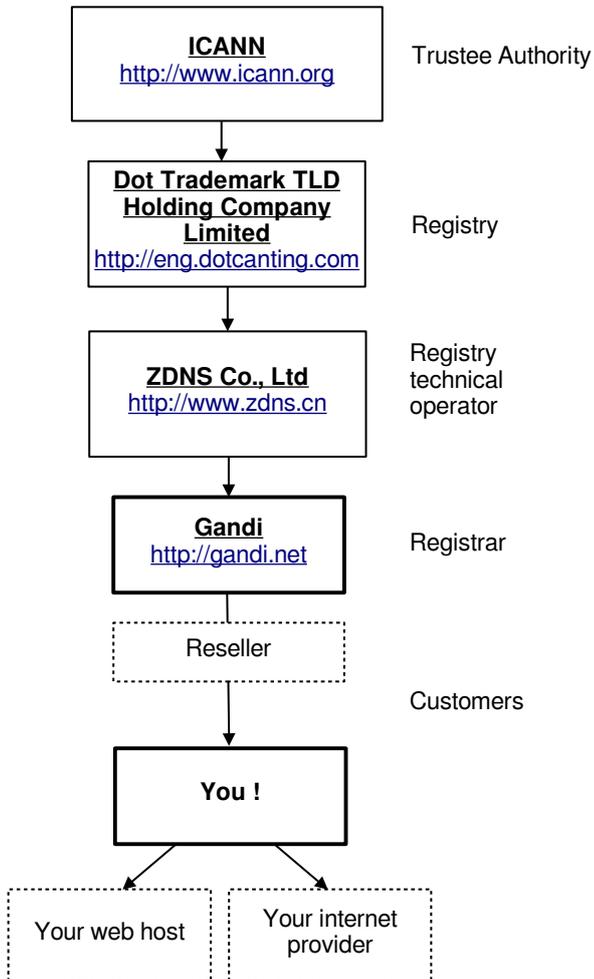
version 1.0 – June the 19th, 2018

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .餐厅 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.

### Section .餐厅.1. Trustee authority and Registry

.餐厅 (.xn--imr513n) is a generic Top-Level-Domain (gTLD) meaning “restaurant” in Chinese. The following diagram presents the various parties involved for the .餐厅 TLD:



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

### Section .餐厅.2. Registration terms and conditions

When You apply to register a .餐厅 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 .餐厅 domain names, as defined by ICANN, Dot Trademark TLD Holding Company Limited and ZDNS and which may be viewed at the following pages:

- Registration policies:  
<http://eng.dotcanting.com/category/policy>
- ICANN consensus policies:  
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .餐厅 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 .餐厅 Registry is available at the following address:

<http://www.icann.org/en/about/agreements/registries/xn--imr513n>

### Section .餐厅.3. Launch rules

The general opening of .餐厅 domain names occurred May 20th 2018.

### Section .餐厅.4. Special requirements

.餐厅 special requirements are available at:  
<http://www.gandi.net/domain/xn--imr513n/info>

.餐厅 domain names are mainly open to persons who are engaging in providing food, catering and beverage services or information, or in providing services for food and beverage industry.

Non-food business can still register a .餐厅 domain name, however the Registry reserves the right to reject such application or suspend the domain name in case of complaint.

The domain name must be relevant to the applicant's business, including but not limited to the name of the applicant, the company names and trademark names owned by the applicant, the geographical information of the applicant's location, the name of the website of the applicant, and other related information.

You have to provide identification document, including but not limited to: identity card, passport, business license (business registration certificate), organization code certificate, and any other documents required by the Registry, and if necessary a proof that the domain name is relevant and a proof of Your eligibility. The documents are provided to the Registry via Gandi. If any the aforementioned documents are in a language other than Chinese or English, the submission of such documents shall be accompanied by a translation in either Chinese or English.

If You failed to submit the documents required within 5 calendar days of the registration or the documents do not pass the validation, the Registry has the right to set a “server hold” (suspension) status to the domain name or to delete the domain name.

**The documents and information are provided to the Registry via Gandi et are subject to an automatic processing by the Registry.**

### Section .餐厅.5. “Trademark Claim Notice” period

In accordance with ICANN rules, during 90 days upon 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 receive a warning notice (“Trademark Claim Notice”) in real time on Our interface informing You that a third party has rights to the domain name You requested.

You must confirm or cancel Your registration request, with full

knowledge of the notice and its consequences. It being specified that if You do not confirm the notice, Your request will not be sent to the Registry.

If You confirm Your registration request, third parties who own an identical mark are notified of Your registration.

### **Section .餐厅.6. Reserved names**

Some words are reserved or prohibited, in particular:

- ICANN reserved names:  
<http://www.icann.org/en/about/agreements/registries/xn--imr513n> (specification 5. schedule of reserved names),
- Registry policy:  
<http://eng.dotcating.com/category/policy> (article 15 and 18)
- names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

### **Section .餐厅.7. 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 .餐厅.8. Pricing**

Our prices may be viewed at:

<https://www.gandi.net/domain/price/detail/xn--imr513n>

### **Section .餐厅.9. 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.

You consent to the collection, use and publication, in particular in the Registry public [Whois](#) database, of Your personal data by the Registry, its technical operator and their subcontractors and providers. However in application of the European General Data Protection Regulation, the personal data of European persons are not published in the Registry public Whois database.

### **Section .餐厅.10. Dispute resolution policy**

The Registry has adopted the ICANN dispute resolution procedures UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .餐厅 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 .餐厅.11. Transfer (change of Registrar)**

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),
- 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 .餐厅.12. 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 .餐厅.13. 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 .餐厅.14. 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.

You agree to promptly provide the relevant accurate information and evidence via Your Registrar to the Registry, and to provide updates if such information or evidence changes during the term of the registration. If any of the supporting information submitted in relation to the registration of a domain name changes, including but not limited to, business or identity certificate renewal, or if supporting information is invalidated, canceled, abandoned, or expired, You have to promptly inform the Registry and provide the relevant accurate information. Upon failing to do so, the Registry shall have the discretion to cancel the domain name registration.

You are responsible for maintaining that the business or identity certificate or any other document used for the domain name registration is valid and in effect. If the Registry discovers that the above mentioned documents used for the "domain name registration is no longer valid, a notification will be sent to the registrant and the relevant domain name will be placed in "server hold" an "lock" status (prohibited from resolving, renewal, update and transfer). The relevant domain name will only be removed from these status provided that You submits proof of a valid certificate or document to the Registry and such proof validated.

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 commit Yourself to indemnify and hold harmless the Registry and its subsidiaries, affiliates, subordinates, stockholders, directors,

managers, employees, accountants, lawyers, insurance company, agents, predecessor, successor and transferee against any and all claims, demands, losses, fees, expenditures, actions or other liabilities (known or unknown) arising from 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.

**Section .餐厅.15. Exclusion of liability and actions of the Registry**

You acknowledge and agree that the Registry and Registrar reserves the right to transfer, suspend or cancel the domain name at its own discretion where necessary, so as to:

- comply with requirements of authoritative documents generally accepted in the Internet industry (such as RFC),
- correct mistakes occurred during the domain name registration process,
- prevent the non-payment of the registration fee to the Registry,
- guarantee the domain name registration information is true, accurate and complete,
- comply with relevant laws, governmental regulations or requirements, or law enforcement requirements or dispute resolution procedures,
- avoid civil or criminal liabilities of Registry or its affiliates, subsidiaries, offices, directors or employees.

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