

ANNEX .MX - SPECIAL CONDITIONS FOR THE .MX ccTLD

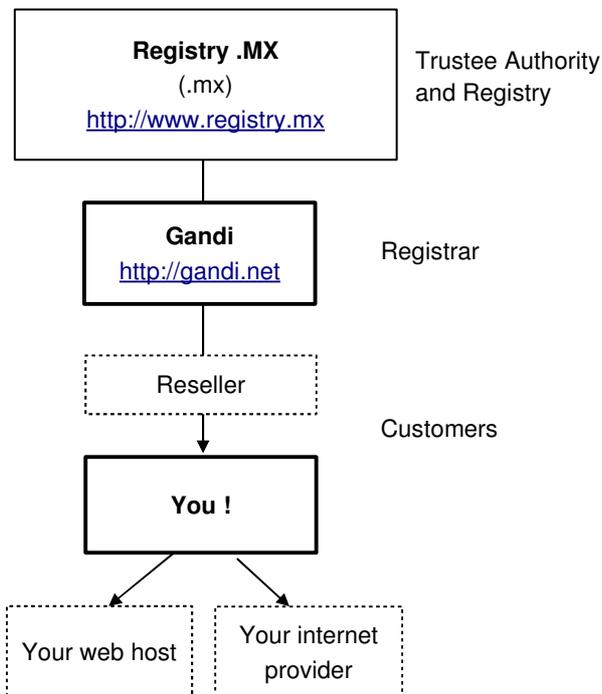
version 1.1 – April the 8th, 2011

In addition to Gandi's [General Terms and Conditions](#) for domain name registration, the registration and use of a .MX 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 .MX.1. Trustee authority and Registry

.MX is the official country code Top-Level-Domain (ccTLD) of Mexico. The following diagram presents the various parties involved and the Trustee Authority for the .MX TLD:



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

Section .MX.2. Registration terms and conditions

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

- General Policies: http://www.registry.mx/jsf/static_content/domain/policies_first_new.jsf

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

Section .MX.3. Special requirements

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

.MX domain names are open to anyone.

To register for a .MX domain name, You agree to adhere to the following conditions:

- the registration term is from 1 to 5 years,
- to avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**,
- You must provide and maintain accurate, reliable and up-to-date personal contact information,
- some words are reserved or prohibited: <http://www.registry.mx/static/reapertura/Dominios%20Reservados.pdf>,
- names containing two characters followed by two hyphens are not allowed.

You acknowledge and accept that:

- You do not acquire property rights of the domain name registered but rather that You are granted user rights of the domain name,
- the .MX Registry will be able to send You notifications that they consider pertinent,
- the .MX Registry can request information and/or papers about Your domain name from Us, in which case, You then have to send Us these papers before the established deadline, so that We can send them to the Registry within the deadlines needed to prevent the Registry's deletion of Your domain name.

Section .MX.4. Pricing

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

Section .MX.5. Storage of contact information

You accept that the .MX Registry can access Your personal contact information, display it in the public [Whois](#) database and reveal it to competent authorities upon request.

Section .MX.6. Dispute resolution policy

The .MX Registry has set forth a specific .MX domain name Alternative Dispute Resolution Policy (LDRP) that You agree fully abide by:

- Dispute Resolution Policy:
http://www.registry.mx/jsf/static_content/domain/policies_second.jsf
- Rules:
http://www.registry.mx/jsf/static_content/domain/policies_third_new.jsf
- Dispute Resolution Service Provider (WIPO):
<http://www.wipo.int/amc/en/domains/index.html>
- WIPO Documentation:
<http://www.wipo.int/amc/en/domains/ctld/mx/index.html>

Section .MX.7. Transfer (change of Registrar)

The 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 one 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 in the limit coverage possible (6 years less 1 day).

Section .MX.8. Ownership change

The owner change can be done through a fax-based process (Gandi form and proofs of identity).

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

Section .MX.9. 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 name is placed on Quarantine status and can be restored, in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department. The length of the Quarantine period is 30 calendar days.

If the domain is neither renewed nor restored within these deadlines, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

Section .MX.10. Third party beneficiary of this Agreement

The .MX Registry, is and shall be an intended third party beneficiary of this contract. As such, the Parties to this contract acknowledge and agree that the third party beneficiary rights of the .MX Registry have vested and that it has relied on its third party beneficiary rights under this contract and Our accreditation contract.

Accordingly, You recognize that you are contractually bound to the .MX Registry particularly with regards to rights, warranties and limitation of liability under this contract.

Section .MX.11. Registrant liability and guarantees

You guarantee that You comply with all requirements to register a .MX domain name, at the moment of the registration and during the entire period that You keep Your domain name, and You accept that in the event that You do not comply with the aforementioned requirements, the .MX Registry or Gandi will be able to delete Your domain name. The .MX Registry can eliminate, add, and/or modify the .MX domain names rules and specific conditions.

You and Your contacts recognize and accept that:

- You will hold the .MX Registry harmless from any liability that could arise with regards to Your domain name,
- You will not claim or start, directly or indirectly, any kind of claim, action, petition, or lawsuit against the .MX Registry.

Section .MX.12. Exclusion and limits of Registry's liability

You and Your contacts recognize and accept that, in any case:

- the .MX Registry is not liable for the use of Your domain name, nor for the conflicts, disputes, claims, or threats against You, Your contacts and/or Gandi, including but without limiting to cases related to Copyright of a third party or to an illicit act realized by Gandi or a third party,
- the .MX Registry is not liable for any direct, indirect, special, punitive, exemplary or consequential damage suffered by You or/and Your contacts, including but not limited to damages caused:
 - by the loss of the use of Your domain name, profit or income of the business and/or,
 - by third parties related to the non-performance of Our obligations under Our accreditation contact and this contract and/or,
 - as a result of any action or omission of any kind by the .MX Registry, its employees, agents, Gandi, another Registrar or reseller, independently of any other provision in this contract and to the extent allowed by applicable legislation.

The .MX Registry has the right to terminate Our accreditation contract at any time, without the .MX Registry incurring any kind of liability.

Section .MX.13. Migration of domain names from Gandi to another Registrar

In case of the loss of Our accreditation, We will notify You as

soon as possible. In pursuance of Our accreditation contract, the .MX Registry will migrate the domain names managed by Gandi to another Registrar. We will carry out all the necessary actions so that there is carried out this migration, in the established period and without cost for You, in accordance with the .MX Registry rules and in particular with Our accreditation contract and the Procedure for Change of Administration of Domain Names.

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