

ANNEX .FM - SPECIAL CONDITIONS FOR THE .FM ccTLD

version 1.4 – March the 9th, 2022

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

All 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 .FM.1. Naming organization

.FM is the official country code Top-Level-Domain (ccTLD) of the Federal States of Micronesia.

The entities involved in naming organization for .FM are:

- Trustee Authority:
FSM Telecommunications Corporation
- Registry:
BRS Media : <https://dot.fm>
- Registry technical operator:
CentralNic : <https://centralnicregistry.com>
- Registrar:
Gandi: <http://gandi.net>

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

Section .FM.2. Registration policies

When You apply to register a .FM domain name, You acknowledge that You have fully understood and You have full knowledge of, and You agree to abide by all the rules and specific conditions of .FM domain names, as defined by BRS Media and CentralNic, and which may be viewed at the following pages:

- BRS Media Domain Name Registration Terms and Conditions:
<http://dot.fm/policy.cfm>
- CentralNic Policies:
<https://centralnicregistry.com/support/policies>

These policies, that You acknowledge to have fully understood and to have accepted via Our website bind You to the .FM Registry. The present special conditions do not replace these rules, which are incorporated by reference, and are binding on Gandi and You.

Section .FM.3. Special requirements

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

.FM domain names are open to anyone.

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

Section .FM.4. Registration term

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.

Section .FM.5. Pricing

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

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

Section .FM.6. 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 and in accordance with the Registry privacy policy.

Section .FM.7. Dispute resolution policy

The Registry has adopted the ICANN Uniform Dispute Resolution Policy (UDRP) for .FM domain names, that You agree fully abide by: <https://dot.fm/dispute>

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>

Section .FM.8. Transfer (change of Registrar)

The process is started on Our Interface. Before requesting the transfer of the domain name, please be sure that You have the domain name 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),
- was created at least 60 days prior to the request.

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

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

Section .FM.9. Ownership change

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

The owner change of a .FM domain name does not change the domain name Expiration date.

Section .FM.10. Deletion process

Upon the Expiration of the domain name, We suspend (Hold) the domain name for 44 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain name goes into Redemption Period for an additional 30 days. 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 name is neither renewed nor restored within these deadlines, the Registry shall place the domain name in "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 .FM.11. Your warranty obligation

You commit Yourself to indemnify, defend and hold harmless BRS Media, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs 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 .FM.12. Actions of the Registry

You expressly acknowledge and accept that BRS Media reserves the right to deny, cancel, transfer or otherwise make unavailable any domain name that it deems necessary, in its discretion :

- to protect the integrity and stability of the Registry and domain names system,
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process,
- to avoid any liability, civil or criminal, on the part of BRS Media, as well as its affiliates, subsidiaries or subcontractors, or the officers, directors, representatives, employees, or stockholders of any of them,
- for violations of the present contract or the rules established by BRS Media and CentralNic,
- to correct mistakes made by Registry or any registrar in connection with a domain name registration.

BRS Media also reserves the right to hold or lock a domain name during resolution of a dispute.

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