

ANNEX .TEL - SPECIAL CONDITIONS FOR THE .TEL STLD

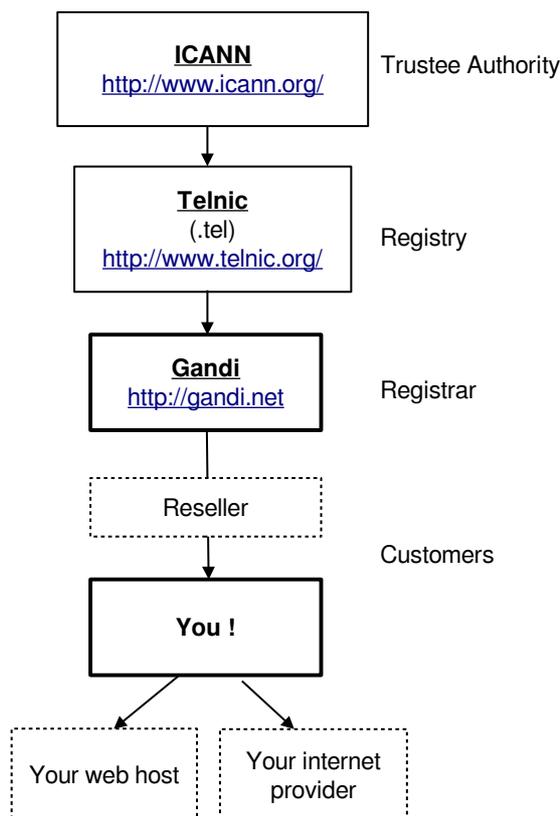
version 2.0 – February the 13rd, 2017

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

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 .TEL.1. Trustee authority and Registry

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



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

Section .TEL.3. Registration terms and conditions

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

- Registry Policies:
<http://www.telnice.org/policies>
- ICANN consensus policies:
<http://www.icann.org/en/general/consensus-policies.htm>

These contracts bind You to the .TEL Registry. The present special conditions are not substitutes to these Rules, but are a part of it.

You acknowledge to have fully understood and accepted these rules on Our website.

The agreement between the Registry and ICANN is available at the following address:

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

Section .TEL.3. Special requirements

.TEL special requirements are available on:

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

.TEL domain names are open to anyone.

Public directory service

In addition, .TEL Registry provides You with a service, "Telhosting platform", that allows You to configure Your domain name as a public directory, without any obligation to subscribe to.

Within the framework of this service, Your information is linked to the domain name, and this directory can list a large amount of contact information, data describing You or Your company, even the different locations or departments, like telephone numbers, switchboard, fax, e-mail addresses, skype, associated websites, geolocation, keywords, etc. It looks like this:

- <http://telnice.tel/>

You can configure Your .TEL data with priorities, privacy settings, profiles, and update Your data at any time.

It is much easier for someone to remember yourname.tel, than to get Your business card or remember all of Your contact information.

Your .TEL data is accessible on any device connected to the Internet (plugins are available on the Registry's website), so that it is easy to download Your .TEL data to an existing address book, or in many other formats (cell phone, e-mail directory, etc.).

Gandi does not intervene in the provision of this service, any request regarding it must be sent to the Registry directly at the following address: cservice@telnice.org.

Section .TEL.4. Reserved names

Some words are reserved or prohibited, in particular:

- ICANN reserved names:
<https://www.icann.org/en/tlds/agreements/tel/appendix-6-02feb11.htm>
- names containing two characters followed by two hyphens are not allowed.

Section .TEL.5. Registration term

The registration term is from 1 to 10 years. The renewal must be paid and done **before the Expiration date**.

Section .TEL.6. Storage and use of personal data

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 accept that the .TEL Registry can access Your personal data and display it in the.

You consent to the use, copying, distribution, publication in particular in the public [Whois](#) database, modification and other processing of Your personal data by the Registry, its service providers, subcontractors and agents in a manner consistent with Registry [Privacy Policy](#) and [Whois Policy](#).

The Registry offers to natural persons a Whois privacy service regarding certain personal data, please contact Our customer service department.

Except where required by law or as otherwise described in Telnic's posted privacy policy, personal data will only be used for purposes related to the services provided and analyses related to these services. You agree to comply with the provisions of the Data Protection Act 1988 and all other applicable data protection legislation and requirements.

Section .TEL.7. Pricing

Our prices can be viewed on:

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

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

You may view the transfer rules at the following page:

<https://www.icann.org/resources/pages/registrars/transfers-en>

The process is started on Our Interface. Before starting a transfer request, please ensure that:

- You can provide the authorization code associated with the domain. You can obtain this code from the current Registrar, via the domain's owner or administrative contact;
- Your domain does not have a TransferProhibited status;

- the domain name was created at least 60 days prior to the request, and/or transferred at least 60 days prior to the request;
- We recommend that You start the transfer request at least one month before the domain's 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 .TEL.10. Ownership change

The ownership change process is available on Our online Interface.

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

Section .TEL.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 name is placed on Redemption period and can be restored, in accordance with the terms and conditions described on Our website and/or by as communicated by Our customer service department. The Redemption period lasts 30 calendar days.

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 under the "first-come first-served" basis.

Section .TEL.12. Provisions and Obligations

According to Our Contract with the Registry, You must abide by these rules:

- **Indemnification:** To the maximum extent permitted by law, You shall indemnify, defend and hold harmless Registry, its service providers, subcontractors and 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 to Your domain name. Such indemnification shall survive any termination or expiration of the present contract.
- **Personal information:** 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.
- **Right to deny, cancel or transfer a registration:** You acknowledges and agree that the Registry reserves the right to deny, cancel or ownership transfer any registration or transaction, or place any domain name on Registry "lock", "hold" or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the Registry, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of the present contract, (e) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, (f) to enforce the .TEL requirements, and (g) to prevent use of the domain name in a manner contrary to the intended purpose of the .TEL extension. The Registry also reserves the right to "lock", "hold" or place a similar status a domain name during resolution of a dispute. The Registry shall have no liability to any king to the holder of the domain name, its customers, affiliates, service provides or any other party as a result of such denial, cancellation or ownership transfer.

- **Representations and Warranties:** By submitting a request for a domain name, You represent and warrant that: (a) to Your knowledge, the registration of the requested domain name does not and will not infringe upon or otherwise violate the rights of any third party, (b) You are not submitting the request for a domain name for an unlawful purpose, and You will not use the domain name for an unlawful purpose, (c) You will not knowingly use the domain name in violation of any applicable laws or regulations or of the rights of any third party and, (d) You will use the domain name in accordance with the .TEL requirements.
- **Communications with the holder of the domain name:** The Registry may communicate directly with You in connection with issues relating to a domain name.
- **Jurisdiction and Applicable Law:** Any dispute, controversy or claim between the You and the Registry relating to a domain name or a request for a domain name shall be subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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