

ANNEX .TEL - SPECIAL CONDITIONS FOR THE .TEL STLD

version 1.2 – August the 19th, 2015

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. Your current contracts are freely available for viewing when You log into Your account at: <http://www.gandi.net/admin/contracts/>.

Section .TEL.1. What is a .TEL used for?

The .TEL is an ICANN Sponsored Top Level Domain, open for individuals and businesses worldwide.

.TEL is different from the other TLDs, because it is not supposed to be used for web purposes (no IP resolving). It is only designed to work as a public directory.

.TEL is a space to storage and manage contact information directly in the domain name system, which can then be made universally accessible via the Internet.

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://telnic.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.

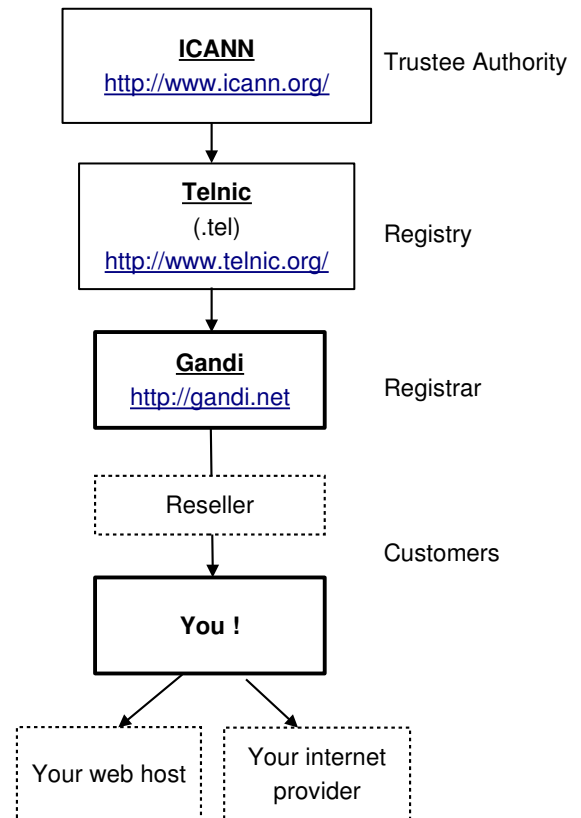
Your .TEL data is accessible on any device connected to the Internet (plugins are available on the Registry's website), so that it is easy to download Your .TEL data to an existing address book, or in many other formats (cell phone, e-mail directory, etc.).

The use and settings of a .TEL domain name are detailed on the Registry's website, for example at:

- <http://www.telnic.org/what-is-a-tel>
- <http://www.telnic.org/how-it-works>
- <http://www.telnic.org/who-is-it-for>

Section .TEL.2. Trustee authority and Registry

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 Telnic, and which may be viewed at the following pages:

- Registry Policies:
<http://www.telnic.org/policies>

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:

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

Section .TEL.4. Special requirements

.TEL special requirements are available on:

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

.TEL domain names are open to anyone. To register for a .TEL domain name, You must abide by the following conditions:

- the registration term is 1 up to 10 years
- the renewal must be paid and done **at least 1 day before the Expiration date**
- **any DNS change will be subject to a successful technical and administrative accreditation between the nameserver's holder and the Registry Telnic**
- some words are reserved or prohibited:
<https://www.icann.org/resources/pages/registrars/transfers-en>;
- .TEL domain names can not consist solely of digits
- names containing two characters followed by two hyphens are not allowed.

Section .TEL.5. Technical requirements (DNS)

According to Telnic's [Acceptable Use Policy](#) (particularly article 4) .TEL domain names have **special requirements about domain nameservers (DNS)**:

- by default, You cannot choose the domain name servers (DNS). **Any DNS change will be subject to a successful technical and administrative accreditation** between the nameserver's holder and the Registry, Telnic.
- **You may not include any Address (A), CNAME or DNAME records** in connection with the domain name, with the sole exception of glue record, or an Address record that points to a .TEL web proxy server authorized (and formally published) by Telnic. You cannot change the Address record, DNAME or CNAME record values assigned to each domain name by the Registry. These values are used to generate consistent results to web-based queries on the domain name. Any unauthorized such change can be a basis for immediate revocation of the domain name by the Registry (unless You have received a Notice with the opportunity to correct the records within 5 days from the Registry), without You being entitled to any damages resulting for such revocation.
- **You must include at least one NAPTR(*) Record** referencing a communications contact such as a telephone number, an email address, an instant-message handle or a web link associated with the Domain Name Holder.
(*) *NAPTR Record is a type of DNS resource record used to hold communications contact information in the form of Universal Resource Identifier (URI), as specified in RFCs [3263](#), [3403](#), [3404](#), [3405](#), and [3761](#).*
- **.TEL domain names may not have sub-delegations** of additional labels (extended names), except if the registration and/or use of such extended name is: in accordance with the

.TEL policies; free of charge and **only for Your use** of the use of Your family, Your subsidiaries, business units, employees or members; **not offered as a service to third parties; and no fee or other compensation is charged in connection of such sub-delegation.**

The technical settings (including NAPTR records) are detailed on:

<http://dev.telnic.org/pages/faq.html>

http://dev.telnic.org/pages/record_types.html

Section .TEL.6. Provisions and Obligations

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

- **Responsibility for Content:** You are solely and fully responsible for all information, data and text ("Content") provided in connection with the Domain Name. The name service provider, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content.
- **Use of Information:** You agree to provide updated, and current Content. If You provide information about a third Party or employer, You hereby represent and warrant that You have provided notice to that third Party of the disclosure and use of that Party's information in connection with the Domain Name, and obtained that third Party's express consent to the disclosure and use of that Party's information. You expressly consent to the use of Content by Telnic and its service providers to provide the Services, to conduct analyses related to the Services, and as otherwise described in Telnic's posted privacy policy:
https://d21po8qip7hnk5.cloudfront.net/pdf/policies/Whois_Policy.pdf
- **Prohibited Activities:** You will not use the services or provide Content which could: violate any applicable local, state or national law; give rise to criminal, civil or other liability to the name service provider, its service provider or designees; or damage the reputation of the name service provider, its service provider or designees.
- **Reservation of Rights:** Gandi and/or its service providers reserve the right to withhold or suspend services as it deems necessary in its discretion, to: protect the integrity and stability of the registry; comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; for violations of this Agreement, including, without limitation, the exhibits hereto; to correct mistakes in connection with a domain name registration; to enforce the TLD Requirements; and to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD. Gandi and/or its service providers also reserve the right to suspend the provision of services during resolution of a dispute.
- **Representations and Warranties.** You represent and warrant that: to Your knowledge, the Content does not and will not infringe upon or otherwise violate the rights of any third Party; You do not intend to use the Content for any unlawful purposes; You will not knowingly submit Content in violation of any applicable laws or regulations or of the rights of any third

parties; and You will comply with the TLD Requirements.

- **Communications with Domain Name Holder (You):** Telnic shall have the right to communicate directly with the Domain Name Holder in connection with any issue relating to a Domain Name and Your membership of the .TEL community. For example to ensure compliance with applicable terms and conditions, for technical non-compliance issue (in this case You have a 5-day delay to correct and respond), following the change of Your domain name's status, on matters related to the Services, law enforcement requests, etc. You will respond promptly to such communications from Telnic and will resolve in any errors in content notified to You.
- **Jurisdiction and Applicable Law:** any dispute, controversy or claim between the You and Telnic pertaining 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.

The Registry reserves the right to refuse and/or revoke the registration of a domain name if it does not comply with the technical requirements and/or the Acceptable use Policy.

Section .TEL.7. Storage and use of personal data

You accept that the .TEL Registry can access Your personal data and display it in the public [Whois](#) database.

Whois 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, and beyond during the entire duration that We remain accredited by ICANN, plus the two following years
- except where required by law or as otherwise described in Telnic's posted privacy policy (https://d21po8qip7hmk5.cloudfront.net/pdf/policies/Whois_Policy.pdf), personal data will only be used for purposes related to the Services and analyses related to the Services. You agree to comply with the provisions of the Data Protection Act 1988 and all other applicable data protection legislation and requirements.
- individuals (natural persons) can opt-out of disclosing some personal information (except Registrant name) from the Registry Whois public database.

Configuration of Your .TEL Public directory:

Regarding the service itself (public directory), You must provide at least one personal communications contact (such as a telephone number, email address, instant-message handle or web link, ...), but You can protect Your private data with the friending request system, while configuring Your .TEL domain name.

Section .TEL.8. Pricing

Our prices can be viewed on:

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

Section .TEL.9. Dispute resolution policy

Disputes involving .TEL domain names use the ICANN Uniform Dispute Resolution Policy (UDRP):

- Explanations: <http://www.icann.org/udrp/udrp.htm>
- Policy: <http://www.icann.org/dndr/udrp/policy.htm>
- Rules: <http://www.icann.org/dndr/udrp/uniform-rules.htm>
- ICANN Dispute Resolution Policies: <http://www.icann.org/udrp/>

Section .TEL.10. 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.11. 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.12. 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.

