

ANNEX .TM - SPECIAL CONDITIONS FOR THE .TM (cc)TLD

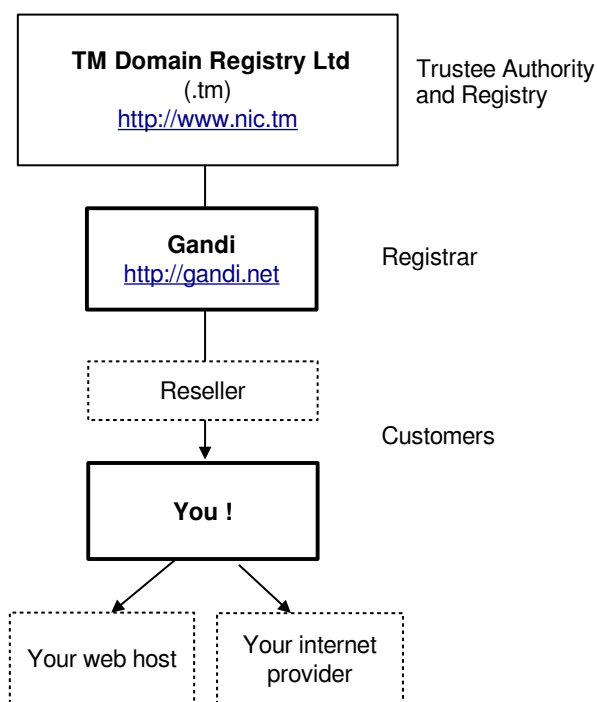
version 2.0 – June the 16th, 2017

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

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



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

In addition with Your contracts with Gandi, You enter into contracts directly with the .TM Registry. By registering a .TM domain name, You have given Gandi all necessary authority to enter into a contract with the .TM Registry on Your behalf on the Registration Terms and Conditions and all necessary authority to act on Your behalf in connection with the administration of the domain name for the duration of the registration, and in particular all necessary authority to make changes relating to the domain name on Your behalf.

Section .TM.2. Registration terms and conditions

When You apply to register a .TM 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 .TM domain names, as defined by TM Domain Registry Ltd and which may be viewed at the following page: <http://www.nic.tm/policy.html>, in particular:

- Registration Terms and Conditions:
<http://www.nic.tm/terms.html>

- Domain Rules:
<http://www.nic.tm/rules.html>
- Data Privacy Policy:
<http://www.nic.tm/dataprivacy.html>

These contracts are binding between You and the .TM 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 .TM.3. Special requirements

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

.TM domain names are open to anyone.

The administrative contact must be the same contact as the owner contact.

You have to provide and maintain accurate, reliable and up-to-date personal contact information, failing this the Registry can delete Your domain name.

Some words are reserved or prohibited, in particular names containing two characters followed by two hyphens are not allowed.

Section .TM.4. Registration term

The registration term is 10 years, and the renewal term is 1, 2, 5 or 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .TM.5. Pricing

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

Section .TM.6. Storage of contact information

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

Only the first name and last name, and the organization name if applicable, as well as the postal address of the contacts are disclosed in the Whois database.

Section .TM.7. Dispute resolution policy

The Registry has set forth a specific alternative dispute resolution policy for .TM domain names that You agree fully abide by:
<http://www.nic.tm/dres.html>

Section .TM.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).

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

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

According to the technical rules of the Registry, it is not possible to set a Transfer prohibited status on a domain name to avoid any transfer request.

Section .TM.8. 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 .TM domain name does not change the domain's Expiration date.

Section .TM.9. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 90 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

If the domain is not renewed within this deadline, the Registry will delete the domain name, which will become available for registration on a "first come first served" basis.

Section .TM.10. Registrant representations and guarantees

In accordance with the Registration Terms and Conditions, You will indemnify, defend and hold harmless the .TM Registry and its employees, directors, officers, representatives, sub-contracts, agents and affiliates from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Your domain name registration or the implementation by the Registry of any order or decision issued on the basis of the Dispute Resolution Policy. This indemnification obligation will survive the termination or expiration of the present contract.

Section .TM.11. Resellers

The Reseller agrees that Gandi will provide a list of all its current .TM Resellers upon Registry's request.

The Reseller has to indemnify, defend and hold harmless the .TM Registry, and its directors, officers, employees, representatives, agents, affiliates and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses arising out of or relating to any activities of the Reseller. This indemnification obligation will survive the termination or expiration of the Reseller Agreement or the present contract.

In addition of the obligations specified in Our contracts, You have to include the following into Your agreement with the domain name holder:

- The domain name holder enters into contracts directly with the .TM Registry.
- A link to the Registry Policies, and in particular to the Registration Terms and Conditions.
- The domain name holder gives the Registrar all necessary authority to enter into a contract with the .TM Registry on his behalf on the Registration Terms and Conditions.
- In accordance with the Registration Terms and Conditions, the domain name holder will indemnify, defend and hold harmless the .TM Registry, and its employees, directors, officers, representatives, sub-contracts, agents and affiliates from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the domain name or the implementation by the .TM Registry of any order or decision issued on the basis of the Dispute Resolution Policy. This indemnification obligation will survive the termination or expiration of the present contract.
- The domain name holder gives the Registrar all necessary authority to act on its behalf in connection with the administration of the domain name for the duration of the registration, and in particular all necessary authority to make changes relating to those domain names on his behalf.

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