

## ANNEX .TM - SPECIAL CONDITIONS FOR THE .TM TLD

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In addition to Gandi's [Domain name registration contract](#), the registration and use of a .TM 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 [Domain name registration contract](#). Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

### **Section .TM.1. Naming organization**

.TM is the official country code Top-Level-Domain (ccTLD) of Turkmenistan.

The entities involved in naming organization for .TM are:

- Trustee Authority + Registry  
**TM Domain Registry LTD** : <https://www.nic.tm/>
- Registrar:  
**Gandi**: <http://gandi.net>

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

### **Section .TM.2. Registration policies**

When You apply to register a .TM 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 .TM domain names and which may be viewed at the following pages:

- Terms and Conditions :  
<http://www.nic.tm/terms.html>
- Domain name rules :  
<http://www.nic.tm/rules.html>
- Personal data processing policy :  
<http://www.nic.tm/dataprivacy.html>

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

### **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.

You must provide and maintain reliable, accurate and up-to-date personal data, failing which the Registry may delete Your domain name.

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

Certain terms are reserved or prohibited for registration. In particular, domain names beginning with two characters followed by two dashes are prohibited.

### **Section .TM.4. Registration term**

The registration period is from **1 to 10 years**. To avoid domain deactivation, renewal must be paid for and completed before the Expiration date.

### **Section .TM.5. Pricing**

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

### **Section .TM.6. Personal data**

You agree that the .TM Registry may access Your personal data and publish it in a [Whois](#) database.

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

### **Section .TM.7. Dispute resolution policy**

Le Registre a mis en place une procédure alternative de résolution des litiges spécifique pour les domaines en .TM, à laquelle Vous acceptez de Vous soumettre sans réserve :  
<http://www.nic.tm/dres.html>

### **Section .TM.8. Transfer (change of Registrar)**

The transfer-in process may be initiated on Our Interface. Before requesting the transfer of the domain name, please make sure 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 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

Upon successfully transferring a domain name, the registration period is extended by 1 year.

### **Section .TM.9. Ownership change**

The ownership change process is available on Our Interface and requires the confirmation of both parties by e-mail.

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

### **Section .TM.10. Deletion process**

**When the domain name expires**, We precede the deletion procedure with a 90-calendar-day hold period, during which any technical services associated with the domain name are deactivated. Late renewal at standard rates is possible during this period.

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

### **Section .TM.11. Registrant obligations**

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.

You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

#### **Section .TM.12. Rights of the Registry**

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

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