Conditions particulières noms de domaine .TEL

Requirements for Agreements with Domain Name Holders

Registrar shall ensure that its registration agreements with Domain Name Holders include the following provisions and obligations, or provisions and obligations at least equivalent thereto:

1. Indemnification :

To the maximum extent permitted by law, Domain Name Holder 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 the Domain Name Holder's Domain Name. Such indemnification shall survive any termination or expiration of the registration agreement.

2. Use of Personal Data.

Domain Name Holder consents to the use, copying, distribution, publication, modification and other processing of Domain Name Holder's Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's posted privacy policy, Registry's WHOIS policy and all other purposes of collection notified to Registrar by Registry.

3. Uniform Domain Name Dispute Resolution Policy.

Domain Name Holder will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (« UDRP »).

4.Updating Registration Information.

Domain Name Holder will immediately correct and update the registration information for the Domain Name during the registration term for the Domain Name.

5.Launch and Sunrise Programs.

Domain Name Holder will agree to be bound by the policies relating to the initial launch of the Registry TLD, such as the Sunrise Policy and any applicable Landrush requirements, and will acknowledge that Registry has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute over a Sunrise registration.

6.Compliance with TLD Requirements.

Domain Name Holder's use of the Domain Name shall comply with all applicable TLD Requirements, including, but not limited to, the Acceptable Use Policy and the Sunrise Policy.

7. Right to Deny, Cancel or Transfer a Registration.

Domain Name Holder acknowledges and agrees that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) 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 Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes made by Registry or any Registrar in connection with a Domain Name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD. Registry also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Registry shall have no liability to of any kind to Domain Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

8. Representations and Warranties.

By submitting a request for a Domain Name, Domain Name Holder represents and warrants that:

(i) to its knowledge, the registration of the requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party;
(ii) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain Name for an unlawful purpose;
(iii) it will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and
(iv) that it will use the Domain Name in accordance with the TLD Requirements.

9. Communications with Domain Name Holder.

Registry may communicate directly with the Domain Name Holder in connection with issues relating to a Domain Name and the Domain Name Holder's membership of the .tel community.

10. Jurisdiction and Applicable Law.

Any dispute, controversy or claim between the Domain Name Holder and 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 exclusive jurisdiction of the courts in England and Wales.

Sunrise specific conditions relating to non refoundable fee (only during the Sunrise) :

The Validation and Processing fee for Sunrise applications will only be charged for complete applications submitted to Deloitte (our Validation agent) for validation. Only the first application received in the queue for any given .tel domain name will be submitted to Deloitte.

As an example, take two clients – client (A) and client (B) -who want to register the same .tel domain name, « Atrademark.tel ».

Client (A) that wishes to register « Atrademark.tel » in sunrise, and the application is the first (or only) application, then the fee will taken/charged when the validation takes place. This fee will not be refundable, even if the application is unsuccessful. If the application is valid the name « Atrademark.tel » will be registered and billed for accordingly.

Client (B) also wishes to register « Atrademark.tel » but is not first in the queue, the application will not be sent to Deloitte to be validated, the application will not be successful and so any fee for validation will not be charged.

If client (A) is unsuccessful in their application, they will still be charged the validation fee but their application will be rejected and they will drop out of the queue. Client (B) will then become first in the queue and its application will be sent to Deloitte for validation, at which point in time the fee will

be charged to client (B). This fee will not be refundable, even if the application is unsuccessful. If the application is valid the name « Atrademark.tel » will be registered and billed for accordingly.

So in summary, if any of the applications for .tel domain names that you submit on behalf of your customers during Sunrise are not validated, your account will not be charged. If they enter the validation process and are either successful or unsuccessful, there will be a non-refundable charge applied. If you take advance payment from your customers for the costs of applying for a .tel domain name, it is your decision as to whether or not you refund any difference between the price you are charging customers for a .tel domain name application and the true cost of the validation process charge.

Consequently, the amount of this non-refundable fee retained by MailClub during the sunrise period, in all the cases described above, will be of 249€ HT.