

SPECIFIC CONDITIONS APPLICABLE TO CONTRACTING .TEL TOP-LEVEL DOMAINS

The present specific conditions complement and develop the general conditions of the domain registration contract and form an integral part of the same.

1.- Identifying data which complement the general conditions

- **Domain name Regulator:** ICANN (www.icann.org)
- **Registry Operator:** Telnic Limited
- **Body responsible and regulations for domain name attribution conflict resolution:** Dispute Policy (Uniform Domain-Name Dispute-Resolution Policy) as laid down in the regulations on conflict resolution established by Internet Corporation for Assigned Names and Numbers (ICANN) on the 24th of October 1999. (www.icann.org/udrp/udrp.htm)
- **Registered address of Registry Operator for the purposes of international transfer of data:** United Kingdom

2.- Registry restrictions:

For further information on the Registry restrictions for .tel domains incorporated hereby, and which form an integral part of the contractual service conditions, please refer to: www.telnic.org

Similarly, the Client declares that section 16.6 of the general conditions is not applicable to this toplevel domain.

3.- Services associated

Acens offers a hosting service for the publication of data, called Telehosting.

4.- Declaration by the Client

The Client hereby assumes sole liability for the following declarations:

- That all the information furnished in the present domain name registration application is accurate, correct, up-to-date and complete, errors and omissions in good faith excepted.
- That to the best of their knowledge, the domain name shall be used principally for business "in good faith" or for trade purposes and not (i) exclusively for personal use, or (ii) solely for the purpose of (1) selling, trading in or hiring out the domain name for payment, or (2) unsolicited offers to sell, trade in or hire out the domain name for payment. For further information on the registration restrictions for .tel domains incorporated hereby, and which form an integral part of the present agreement, please refer to: www.telnic.org
- That they hold the capacity and authority necessary to subscribe the present registration agreement.
- That they shall maintain the information facilitated up-to-date at all times.

- That they are aware, and accept, that any false statement in the data furnished in the present application may be cause for rejection of the same, or cancellation of the domain name at any moment if already registered, and in the latter case, the domain name might be subsequently registered by another client in accordance with the established regulations and procedures.
- That they acknowledge and accept that the Registry Operator Telnic Limited and Acens reserve the right to reject, cancel or transfer any registration or transaction, or block a domain name and services, as they should see necessary, at their discretion: a) to protect the integrity and stability of the Registry; b) to comply with the laws applicable, governmental regulations or requirements, rulings by Tribunals, or any dispute resolution process; c) to avoid any liability, civil or criminal, by the Registry Operator as well as its associated companies, subsidiaries, agents, directors and employees; d) under the terms of the registration agreement; (e) to correct errors made by the Registry Operator or the Registrar in relation to domain name registration; f) to fulfil the TLD Requirements, and (g) to prevent the use of the domain name in a manner contrary to the purpose of the TLD Registry. Likewise, Acens and its service providers also reserve the right to suspend provision of the service during the resolution of any controversy.
- That to the best of their knowledge, the use of this domain name does not infringe the intellectual or industrial property rights of any third party, does not represent unfair competition, nor in any other way infringe any other right of any class of third party.
- That they bear full liability for the consequences of any question arising over the right to use the chosen name.
- That they hold sole liability for the choice of this domain name and its subsequent maintenance.
- That they are aware, and accept, that registration of the proposed domain name does not confer any legal rights over the same.
- That the resolution of any conflict between the Registry Operator Telnic Limited and the Registrant shall be subject to the law and jurisdiction of England and Wales.
- That they agree to defend, compensate and make restitution to, Acens and any Registry Operator for the domain name requested, including Telnic Limited, and the directors, officials, employees, service providers, subcontractors and agents of each and every one of the same, for any loss or expense, including attorney's fees, arising from a claim by third parties or legal action relating to the domain name or the use made of the same. These damages shall be additional to any other damages demanded under the Dispute Policy, and the obligation shall subsist after the termination of the present registration agreement.
- That they are aware of, and accept, the operational Standards, policies, procedures and the remaining conditions of the contract agreed between Acens and Telnic Limited under which registration of domains under “.tel” is carried out, available at <http://www.icann.org/en/tlds/agreements/tel/>
- That they are aware of and in agreement with the policies and procedure relating to the Sunrise Phase and Landrush (http://www.telnic.org/downloads/Sunrise_Policy.pdf) and they acknowledge that neither the Registry Operator Telnic Limited nor Acens hold any liability of any kind for any losses or responsibility derived from the said policies and procedures, including, but without limitation: a) the ability or inability to obtain a domain name during these periods, and b) the outcome of any registration dispute during the Sunrise Phase.
- That acceptance of these conditions entails the acceptance of the Rules and Conditions laid down by the Internet domain name Regulator (www.icann.org. In particular, they accept the Dispute Policy (www.icann.org/udrp/udrp.htm)).

- That the holder of the Domain Name shall comply with all the requirements applicable to domain names, including, but without limitation, the Acceptable Use Policy, <http://www.telnic.org/downloads/AUP.pdf>, and the Sunrise Policy (http://www.telnic.org/downloads/Sunrise_Policy.pdf)
- They give their consent to the use, copy, distribution, publication, modification and other processes related to the data of the holders of Domain Names, whether by the Registry Operator, its service providers, subcontractors and agents, which are in keeping with the published privacy policy, the WHOIS database policy, and all remaining purposes notified to the Registrar by the Registry Operator.
- That the service shall not be used to provide Content which might (a) violate any applicable law, (b) give rise to any criminal, civil or any other kind of liability by Acens, its service providers or designated individuals, or (c) damage the reputation of Acens, its providers or designated individuals.
- That they accept and acknowledge that there is no entitlement to refund of any sum in the event that the provider of Acens fails to reimburse any sum relating to applications unprocessed due to noncompliance with regulations, especially in the Sunrise registry phase.