ACCEPTABLE USE POLICY

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1. DEFINITIONS

Acceptable Use Policy	this Acceptable Use Policy, as may be properly amended or modified from time to time.
Delegation	the process by which a set of servers are assigned authority to answer questions posed via the Domain Name System for names in a Delegated Zone.
Delegated Zone	the autonomous unit of the .tel name space that is under the control of a Domain Name Holder and delegated to it by the Sponsoring Organisation.
DNS	the Internet domain name system.
Domain Name	a second level domain name within the domain of the Registry TLD about which the Registry or an affiliate engaged in providing Registry Services maintains data in the Shared Registry System, arranges for such maintenance, or derives revenue from such maintenance. A name in the Shared Registry System may be a Domain Name even though it does not currently appear in the Registry TLD zone file.
Domain Name Applicant	an individual, organisation or company in whose name a Domain Name Application is submitted to the Registry.
Domain Name Application	a request for registration of a Domain Name made by a Registrar.
Domain Name Holder	an individual, organisation or company holding a Domain Name registration.
ICANN	the Internet Corporation for Assigned Names and Numbers.
Internationalized Domain Name (IDN)	a Domain Name that is displayed in IDNA-aware software applications, in whole or in part, in a language-specific script or alphabet.
Internationalizing Domain Names in Applications (IDNA)	a mechanism for handling Domain Names containing non-ASCII characters as defined in RFC 3490 or its successors.
Registrar	a person or entity accredited by ICANN that (i) contracts with Domain Name Applicants, (ii) has entered into a Registry-Registrar Agreement with the Registry, (iii) collects registration data about such Domain Name Applicants, and (iv) is entitled to submit Domain Name Applications and registration information for entry in the registry database.
Registration Fee	the fee that is charged by the Registry to the Registrar when registering a Domain Name following a decision to accept a Domain Name Application.
Registry	Telnic Limited, a limited liability company duly incorporated and validly existing under the laws of England and Wales, with its principal place of business at 16 Charles II Street, London, SW1Y 4NW, United Kingdom, which is responsible, in accordance with the Registry Agreement, for providing Domain Name registration services within the Registry TLD. Where applicable, the term "Registry" also includes the Registry's service providers and subcontractors.
Registry Agreement	the Registry Agreement between the Registry and ICANN (or

	its assignee) dated 30th May 2006, for the operation of the Registry TLD, as properly amended or renewed from time to time.
Registry IDN Policies	policies that define support for IDNs within Registry TLD, as published by the Sponsoring Organisation for the Registry TLD on the Registry Web Site and as may be properly amended or modified from time to time. Separate Registry IDN Policies may exist for each of the scripts or languages supported by the Registry.
Registry Policies	the Acceptable Use Policy, the Whois Policy, Registry IDN Policies and such other policies as may be adopted by the Sponsoring Organisation for application to the Registry TLD.
Registry Services	is defined in the Registry Agreement.
Registry TLD	the .tel top-level domain.
Registry Web Site	the web site operated for the Registry TLD by the Registry.
Shared Registry System	the Registry system that allows Registrars to register, renew and maintain Domain Names.
Sponsoring Organisation	the entity responsible for the policies and deployment principles of the Registry TLD.
Whois Policy	the Whois policy, as published by the Sponsoring Organisation on the Registry Web Site and as may be properly amended or modified from time to time.
Zone	an administrative unit of the DNS as defined in RFC 1034.

2. TLD PURPOSE AND PARTIES SUBJECT TO THIS POLICY

The .tel TLD is primarily intended to serve the needs of individuals, persons, groups, businesses, organizations, or associations that wish to store their contact information using the DNS. On this basis, the Sponsoring Organisation will provide all community members with access to a hosting platform that can be used for publishing contact information online using the DNS as the primary method of data storage and retrieval. Furthermore, in order to protect the integrity of the Registry TLD, the Sponsoring Organisation has developed this Acceptable Use Policy, which describes, among other items, (i) the requirements for submitting Domain Name Applications, and (ii) the way in which the Sponsoring Organisation or Registry may enforce Registry Policies. This policy, together with any interpretative guidelines issued by the Sponsoring Organisation, applies to:

  (a) the Registry;

  (b) the Registrar; and

  (c) the Domain Name Holder.

3. CONTENTS OF A DOMAIN NAME APPLICATION

3.1. "First Come, First Served" Principle

(d) Unless provided for otherwise in any Registry Policy, Domain Name Applications will be received and processed by the Registry on a first come, first served basis. The date and time of receipt by the Registry's systems of a complete and technically correct Domain Name Application shall be the only reference point for determining the order in which such requests are received. The time and/or date of ordering a Domain Name with a Registrar, or the time and/or date of the Registrar transmitting a Domain Name Application to the Registry will not be determinative.

(e) The Registry will only accept and process Domain Name Applications that (i) cumulatively meet the requirements and conditions described in Sections 3.2 to 3.3 below, and (ii) are submitted to the Registry by a Registrar. The Registrar will be deemed to be acting on the request of the party in whose name the Domain Name Application is submitted.

3.2. Acceptable Domain Name Applications

Only the following names can be registered as a Domain Name:

(a) names that are available. A name is "available" when:

　(i) it is not already registered as a Domain Name; and

　(ii) it is not reserved or blocked by the Registry.

(b) names that meet the following technical requirements:

　(i) containing a minimum of 2 characters selected from the letters 'a' to 'z' in standard US ASCII character set, the digits '0' to '9' and the hyphen ('-');

　(ii) containing a maximum of 63 characters (not including the ".tel" suffix);

　(iii) not beginning or ending with a hyphen ('-');

　(iv) not containing a hyphen ('-') in both the 3rd and 4th positions except Internationalized Domain Names in ASCII-encoded representation that conform to the Registry IDN Policy for the script or language with which they are associated.

3.3. Contents of a Domain Name Application

A Domain Name Application must contain accurate information in at least the fields described below. This information is to be supplied by the Domain Name Holder to the Registrar during the registration process.

(a) <domain>: the Domain Name for which a Domain Name Application is submitted with the Registry;

(b) <name>: the full name of the natural person in whose name the Domain Name Application is submitted or, in case such party is a legal person, the full name of the representative of such a legal person;

(c) <organisation>: the party in whose name the Domain Name Application is submitted (in case such party is a company or organisation);

(d) <street>: the street where the party in whose name the Domain Name Application is submitted resides;

(e) <city>: the city / town where the party in whose name the Domain Name Application is submitted resides;

(f) <postal code>: the postal code or zip code of the city / town where the party in whose name the Domain Name Application is submitted resides;

(g) <country>: the country where the party in whose name the Domain Name Application is submitted resides;

(h) <email>: the e-mail address where the party in whose name the Domain Name Application is submitted (or its representative) can be reached;

(i) <phone>: the full telephone number where the party in whose name the Domain Name Application is submitted or its representative can be reached;

(j) <technical contact>: the name of the individual or legal entity responsible for the technical operation of the Domain Name;

(k) <billing contact>: the name of the individual or legal entity responsible for billing matters in relation to the Domain Name;

(l) <admin contact>: the name of the individual or legal entity responsible for administrative matters in relation to the Domain Name; and

(m) <Disclosure confirmed>: the legal or natural person listed at (b) above has/has not confirmed full disclosure of the information on the Domain Name.

(n) <IDN Language>: if the application is submitted for an Internationalized Domain Name, script or language with which the name applied for should be associated.

3.4. <u>Registration and Activation</u>

If all requirements in this Article 3 are fulfilled and the Registrar has sufficient funds available in its account with the Registry, the Registry will register and activate the Domain Name requested in the Domain Name Application.

3.5. <u>Registration Fees</u>

The Registration Fees paid to the Registry depend on the term of registration of the Domain Name and are subject to change from time to time in accordance with the Registry-Registrar Agreement.

4. OBLIGATIONS AND ACCEPTABLE USE POLICY

4.1. Registrar Obligation

From the time of the initial registration of a Domain Name, the Registrar must keep the information described in Section 3.3 above and provided by Domain Name Holder to Registrar accurate and up-to-date with the Registry at all times;.

4.2. End User Obligations

4.2.1   The end user of the Service must not use, or permit others to use, the Service provided:

(a)   for any unlawful, invasive, infringing, defamatory or fraudulent purpose;

(b)   in a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;

(c)   in violation of the legal rights of others, or to encourage such violation;

(d)   in contravention of any guidelines, requirements or policies that may be issued by the Sponsoring Organisation or Registry from time to time;

(e)   to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;

(f)   to modify, affect, disable or circumvent any aspect of the Service or the use of the Services;

(g)   to generate, distribute, or facilitate unsolicited mass email, promotions, advertisings or other solicitations;

(h)   to disrupt the Service or any third party service that may use the Service;

(i)   to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or

(j)   to facilitate any of the above

4.2.2   The Domain Name Holder, as recorded in the Registry Service, will be responsible for:

(a)   the use of their Domain Name;

(b)   ensuring that the use of the domain name, where that domain name is a two letter Label that corresponds to a country code described in the ISO 3166-1 alpha-2 standard, avoids confusion with the corresponding country code;

(c)   any domain names that may be created at a level subordinate to that domain name; and

(d)   compliance with this Policy and any other Registry Policies

4.3. <u>Sub-Domains</u>

Sub-Domains are permitted for commercial or non-commercial use provided that the Domain Name Holder retains control, responsibility and ultimate authority over all content associated with the Domain Name.

4.4. <u>Submitting Changes</u>

The Registrar must submit any changes requested by the Domain Name Holder to the information described in Section 3.3 to the Registry within seventy-two (72) hours of receiving such changes.

4.5. <u>Use of an Agent</u>

For the avoidance of doubt, the Domain Name Holder may employ an agent to administer the Domain Name Holder's Domain Name. However, the Domain Name Holder is deemed to retain authority and responsibility over all content provisioned and published on its behalf.

5. ENFORCEMENT

5.1. <u>Detection of Behaviour that Contravenes this Policy</u>

Behaviour that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

(a) on-going monitoring activities and participation in industry information sharing and monitoring groups; or

(b) third party notifications submitted from either the general public, law enforcement, government agencies, regulatory bodies, and industry partners

5.2. <u>Notice of Violation and Opportunity to Correct</u>

In case the Sponsoring Organisation or the Registry encounters and/or is informed of any alleged non-compliance or violation by the Registrar or the Domain Name Holder of Registry Policies, it will investigate the alleged non-compliance or violation. Unless otherwise provided for in the Registry Policies, if the Sponsoring Organisation or the Registry concludes that the Domain Name Holder has violated a Registry Policy, it may, at its sole option and discretion:

(a) if the registration data provided by the Domain Name Holder appears to be inaccurate, request the Domain Name Holder to correct such data within a thirty (30) days' notice period; or

(b) if the Domain Name is registered and/or used in violation of a Registry Policy, request the Domain Name Holder to comply with the relevant Registry Policy within a thirty (30) days' notice period.

The Registrar of record for the Domain Name will be copied on all such requests and notices. The Domain Name Holder must be copied on all such requests and notices where reasonably practical and appropriate.

5.3. Action the Sponsoring Organisation or Registry may take

5.3.1   In case an inadequate response or no response has been received within the notice period given to the Domain Name Holder, the Sponsoring Organisation or the Registry may, without any further notice, and without the Domain Name Holder being entitled to any damages:

(a)   restrict, suspend or terminate the Domain Name Holder's access to the Service;

(b)   cancel, lock, place on hold, transfer or delete the Domain Name;

(c)   where required to do so, report such failure to comply to any law enforcement, government or quasi-governmental agencies, or regulatory bodies; and

(d)   subject to Registry Policy, notify industry information sharing and monitoring groups.

5.3.2   The Sponsoring Organisation or the Registry reserve the right take any action on any domain name or transaction deemed necessary, in its sole discretion:

(a)   to protect the integrity and stability of the Service;

(b)   to comply with its obligations to ICANN;

(c)   to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;

(d)   to avoid any liability, civil or criminal, on its part, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors;

(e)   to ensure compliance with the Registry Policies;

(f)   to stop or prevent any violations of any terms and conditions of the Registration Agreement;

(g)   for the non-payment of any fee; or

(h)   to correct mistakes made by the Sponsoring Organisation, Registry, any Registrar or any of their service providers in connection with a Domain Name Application, or a Domain Name.

5.4   Verification by Sponsoring Organisation

The Sponsoring Organisation or the Registry may, in its discretion, periodically attempt to verify a Domain Name Holder's compliance with the Registration and Acceptable Use Policy.

5.5   Interim Measures

During the applicable notice period, the Sponsoring Organisation or the Registry may, without liability to any other party, make inactive, cancel or otherwise change the state of the Domain Name in question, in which case, the Domain Name cannot be updated or transferred, and may not resolve.

5.6 <u>**Notice Recipients**</u>

Following the change of state of a Domain Name by the Sponsoring Organisation or the Registry pursuant to this Article 5, the Registry will, where possible, send an e-mail to the email address of the Domain Name Holder, informing him or her of the fact that the Domain Name state has been changed. The Registrar of record for the Domain Name must be copied on all such communications. Additionally, the Domain Name Holder for the Domain Name must be copied on all such communications where reasonably practical and appropriate.

5.7 <u>**Registrar Assistance**</u>

The Sponsoring Organisation or the Registry may seek assistance from the Registrar in enforcing the requirements of this Policy, and the Registrar will provide such assistance.

6   DOMAIN NAME STATES

6.3 <u>**States**</u>

A registered Domain Name can have the following states:

(a)   <Ok> – The Domain Name is active and all operations are allowed.

(b)   <Client Delete Prohibited> – The Client/Registrar is not allowed to delete the Domain Name;

(c)   <Client Hold> – The Client/Registrar has the domain on hold. The Domain Name will not resolve;

(d)   <Client Renew Prohibited> – The Client/Registrar cannot renew the Domain Name;

(e)   <Client Transfer Prohibited> – The Client/Registrar cannot transfer the Domain Name;

(f)   <Client Update Prohibited> – The Client/Registrar cannot update the Domain Name;

(g)   <Server Delete Prohibited> – The Domain Name cannot be deleted;

(h)   <Server Hold> – The Domain Name is on hold and will not resolve;

(i)   <Server Renew Prohibited> – The Domain Name cannot be renewed;

(j)   <Server Transfer Prohibited> – The Domain Name cannot be transferred;

(k)   <Server Update Prohibited> – The Domain Name cannot be Updated;

(l)   <Inactive> – The Domain Name will not appear in the zone because it lacks the proper delegation information (name servers);

(m)   <Pending Delete> – The Domain Name is in Pending Delete status and will be deleted according to the configuration; and

(n)   <Pending Transfer> – The Domain Name is Pending a Transfer operation.

6.4 **Change of Status**

The Sponsoring Organisation reserves the right to change the status of any registered Domain Name. The Registrar of record for the Domain Name will be promptly notified of all such changes in status.

7 **MISCELLANEOUS**

This Acceptable Use Policy may be amended from time to time by the Sponsoring Organisation, which amendments will take effect at the time they are published on the Registry Web Site. The Sponsoring Organisation may furthermore issue interpretive guidelines on the Registry Web Site regarding the provisions of this Acceptable Use Policy.