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# ACCEPTABLE USE POLICY

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## 1. DEFINITIONS

<b>A Record</b>	a type of DNS resource record specified in RFC 1035 that defines an IPv4 address.
<b>A6 Record</b>	a type of DNS resource record specified in RFC 2874 that defines an IPv6 address or part of an IPv6 address.
<b>AAAA Record</b>	a type of DNS resource record specified in RFC 1886 that defines an IPv6 address
<b>Acceptable Use Policy</b>	this Acceptable Use Policy, as may be properly amended or modified from time to time.
<b>Address Record</b>	an A Record, A6 Record or an AAAA Record or any other DNS resource record that may be specified as a representation of an IP address by the IETF or other relevant standards-making body.
<b>CNAME Record</b>	a type of DNS resource record specified in RFC 1035.
<b>Delegation</b>	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.
<b>Delegated Zone</b>	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. The Delegated Zone includes responsibility for all of the information to be published under a Domain Name, such as name, telephone number and address.
<b>DNAME Record</b>	a type of DNS resource record specified in RFC 2672.
<b>DNS</b>	the Internet domain name system.
<b>Domain Name</b>	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.
<b>Domain Name Applicant</b>	an individual, organisation or company in whose name a Domain Name Application is submitted to the Registry.
<b>Domain Name Application</b>	a request for registration of a Domain Name made by a Registrar.
<b>Domain Name Holder</b>	an individual, organisation or company holding a Domain Name registration.
<b>ICANN</b>	the Internet Corporation for Assigned Names and Numbers.
<b>Internationalized Domain Name (IDN)</b>	a Domain Name that is displayed in IDNA-aware software applications, in whole or in part, in a language-specific script or alphabet.
<b>Internationalizing Domain Names in Applications (IDNA)</b>	a mechanism for handling Domain Names containing non-ASCII characters as defined in RFC 3490 or its successors.
<b>NAPTR Record</b>	a type of DNS resource record used to hold communications contact information in the form of a Universal Resource Identifier (URI), as specified in RFCs 3263, 3401, 3402, 3403, 3404, 3405 and 3761.

<b>Registrar</b>	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.
<b>Registration Fee</b>	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.
<b>Registry</b>	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 37 Percy Street, London W1T 2DJ, 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.
<b>Registry Agreement</b>	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.
<b>Registry IDN Policies</b>	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.
<b>Registry Policies</b>	the Acceptable Use Policy, the Sunrise Policy, the Whois Policy, the TelHosting Policy, Registry IDN Policies and such other policies as may be adopted by the Sponsoring Organisation for application to the Registry TLD.
<b>Registry Services</b>	is defined in the Registry Agreement.
<b>Registry TLD</b>	the .tel top-level domain.
<b>Registry Web Site</b>	the web site operated for the Registry TLD by the Registry.
<b>Resource Record</b>	a data element or set of data elements as defined in RFC1034 that are stored in a delegated zone.
<b>Shared Registry System</b>	the Registry system that allows Registrars to register, renew and maintain Domain Names.
<b>Sponsoring Organisation</b>	the entity responsible for the policies and deployment principles of the Registry TLD.
<b>Sub-Delegation</b>	the action of creating a separate subsidiary Zone for a portion of the name space enclosed within a Delegated Zone (creating a Sub-Zone) and delegating authority over that Sub-Zone to someone other than the Registrant. An example of a Sub-Delegation within a Domain Name would be delegation of authority over the content associated with a Sub-Domain of that Domain Name from the Domain Name Holder to another person.
<b>Sub-Domain</b>	a DNS node identified by a name that consists of one or more

	labels to the left of an existing Domain Name. An example of a Sub-Domain would be example.telnic.tel, as a Sub-Domain for telnic.tel.
<b>Sub-Zone</b>	a portion of the DNS name space that is enclosed within a Zone, and in which the entity responsible for that Zone has delegated authority for answers on that portion of its name space to a set of servers administered separately.
<b>Sunrise Period</b>	the period during which owners of certain trademarks may apply with the Registry for the registration of a Domain Name in accordance with the Sunrise Policy.
<b>Sunrise Policy</b>	the Sunrise Policy, as published by the Sponsoring Organisation at the Registry Web Site and as may be properly amended or modified from time to time.
<b>TelHosting Policy</b>	the TelHosting Policy, 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.
<b>TelHosting Provider</b>	a provider of Delegated Zone provisioning and DNS hosting service for Resource Records in the Registry TLD.
<b>Whois Policy</b>	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.
<b>Zone</b>	an administrative unit of the DNS as defined in RFC 1034.

## 2. PARTIES SUBJECT TO THIS POLICY

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, (ii) the restrictions on what can be done with registered Domain Names, and (iii) 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

- (a) 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.

- (b) 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’ or ‘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. Registration and Activation**

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. Registration Fees**

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. Obligation**

From the time of the initial registration of a Domain Name, the Registrar must:

- (a) 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;
- (b) not include any Address Record in connection with the Domain Name, with the sole exceptions of glue records (DNS metadata) or an Address Record that points to a .tel web proxy server authorised (and formally published) by the .tel Sponsoring Organisation. For the avoidance of doubt, this restriction applies to any domain referenced within a CNAME Record or DNAME Record held in connection with the Domain Name, except with respect to such a CNAME or DNAME record referring to a domain

authorised (and published) by the Sponsoring Organisation for this purpose. Although it is primarily the responsibility of the Domain Name Holder to comply with these requirements, the Sponsoring Organisation or the Registry may seek assistance from the Registrar in enforcing them; and

- (c) include in connection with the Domain Name itself at least one publicly accessible NAPTR Record referencing a communications contact. Including such a NAPTR Record in connection with a Sub-Domain does not satisfy this obligation.

#### **4.2. Sub-Delegations**

Sub-Delegations are not permitted in connection with Domain Names.

#### **4.3. Sub-Domains**

Sub-Domains are permitted for commercial or non-commercial use provided that:

- (a) the Domain Name Holder retains control, responsibility and ultimate authority over all content associated with the Domain Name; and
- (b) any Sub-Domain meets the requirements of this Section 4 related to Domain Names. The number of Sub-Domains permitted with respect to a single Domain Name may be subject to limitations established by the Registry, Registrar or TelHosting Provider.

#### **4.4. Address Record**

Neither the Domain Name Holder nor the Registrar may change the Address Record, DNAME Record or CNAME Record values assigned to each registered Domain Name by the Registry, without express written permission from the Sponsoring Organisation. These values are used to generate consistent results to web-based queries on the Domain Name. In the event the Domain Name Holder or Registrar changes the Address Record, DNAME Record or CNAME Record values assigned to any registered Domain Name, the Sponsoring Organisation and/or the Registry is entitled to take such immediate action as it or they deem necessary, including but not limited to revocation of the Domain Name held by Domain Name Holder or revocation of the Registrar's accreditation with the Sponsoring Organisation.

#### **4.5. Submitting Changes**

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.

#### **4.6. Use of an Agent**

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. Notice of Violation and Opportunity to Correct

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 or, if the violation relates to the use of Address Records in violation of Sections 4.2(b) or 4.5, within a five (5) 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.

### 5.2. Revocation

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 revoke the Domain Name registration without any further notice, and without the Domain Name Holder being entitled to any damages resulting from such revocation.

### 5.3. 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.

### 5.4. 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.

### 5.5. Notice Recipients

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.

### **5.6. Registrar Assistance**

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**

### **6.1. States**

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.

### **6.2. 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.