



## **.TM REGISTRY - REGISTRAR AGREEMENT**

This Registry - Registrar Agreement (the "Agreement") is between TM Top Level Domain Registry Limited of Queens House, 180-182 Tottenham Court Road, London, W1P 9LE, United Kingdom ("NIC.TM"); and

of

a (the "Registrar").

**WHEREAS** NIC.TM is the registration authority for the registration of domain names under the ".TM" top-level domain; and

**WHEREAS** the Registrar wishes to participate in the registration process for domain names in the ".TM" domain by registering or renewing domain names with NIC.TM.

**NOW THEREFORE**, the parties do agree to the following terms and conditions:

### **1 Definitions**

"Administrative Contact" means either (i) the Registrant or (ii) the person or organisation who has full responsibility and authority for managing the domain name, including the right to cancel, renew or transfer the domain name registration or otherwise make changes to the Registrant Data or the Administrative Contact Data, Technical Contact Data, Billing Contact Data and to whom all enquiries relating to the Registrant may be sent.

"Applicant" means a person or organisation applying to register a .TM domain name through the Registrar.

"Billing Contact" means the person or organisation to whom the Registrant or Administrative Contact pays fees for a domain name registration in the .TM domain registry, which may be the contact information of the Registrar in the case of a direct sale to the Registrant or the contact details of the Reseller associated with the Registrar where the Reseller receives payment from the Registrant.

"Confidential Information" means all information and materials about the other party or a third party, in any form, which comes into a party's possession pursuant to, as a result of performance of this Agreement, excluding information which: (i) is or becomes general public knowledge without breach of any duty of confidentiality; (ii) was already in the party's possession or knowledge without restriction prior to its disclosure by the other party; or (iii) was lawfully obtained from a third party who is not subject to any duty of confidentiality.

"Consequential Loss" means (i) pure economic loss; (ii) losses incurred by any customer of the Registrar or other third party; (iii) loss of profits (whether categorised as direct or indirect); (iv) losses arising from business interruption; (v) loss of business revenue, goodwill, anticipated savings; (vi) losses whether or not occurring in the normal course of business, wasted management or staff time; and (vii) loss or corruption of data.



"Dispute Resolution Policy" means the Dispute Resolution Policy for domain names registered with NIC.TM which can be found at <http://www.nic.tm/tm-dispute-resolution.html>.

"Domain Rules" means the rules for the .TM Domains and sub-domains which can be found at <http://www.nic.tm/tm-terms-and-conditions.html>.

"Intellectual Property" means all intellectual property rights anywhere in the world (including present and future intellectual property rights) relating to any Confidential Information, trade names, copyrights, patents, trade or service marks, designs, software, software programs and source code and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights.

"NIC ID" means a unique identifier assigned to the Registrar to be used when communicating with the .TM Registration System to enable NIC.TM to identify the source of messages sent to the .TM Registration System and to identify who acts for a Registrant (see Schedule A).

"Registrant" means the person or organisation to whom a .TM domain name has been allocated and who is recorded in the .TM Register as the registered Domain Owner of a .TM domain name.

"Registrant Data" means all accurate and validated data specifying the Registrant's name, address, telephone number, facsimile number (if applicable) and email address that is submitted to NIC.TM and stored in the .TM Register. The Registrar should not substitute any of their contact data for that of the Registrant. Violation of this clause may result in a fine being levied upon the Registrar of up to \$10 per data field found to be in breach which is not remedied by the Registrar within a period of 7 days following notification by NIC.TM.

"Registration Terms and Conditions" means the Terms and Conditions for domain names registered with NIC.TM, which can be found at <http://www.nic.tm/tm-terms-and-conditions.html>. "Requests" means requests sent by the Registrar to the .TM Registration System to carry out operations on the .TM Register. For example, the registration of a new domain name, the amendment of details of an existing domain name or the retrieval of the details of a registration.

"Security Key" means a public encryption key used by NIC.TM to authenticate the source of messages sent to the .TM Registration System and which are digitally signed by the Registrar using the corresponding private encryption key.

".TM Register" means the register of .TM domain names that is maintained by NIC.TM.

".TM Registration System" means the system operated by NIC.TM for the registration of domain names in the .TM Register, including all software, hardware and the automated computer system operated by NIC.TM which is capable of receiving and processing messages in respect of the .TM Register. The system is accessible via WEB and EPP. The EPP interface is compliant with the following RFCs: 5730, 5731, 5732, 5733, 5734, and 5910.

## **2 Licence**

2.1 Subject to the terms and conditions of this Agreement, NIC.TM grants the Registrar a non-exclusive, non-transferable, worldwide licence to access and use the .TM Registration

System, as well as updates and redesigns thereof, for the purpose only of providing domain name registration services on behalf of Registrants. The Registrar, using the .TM Registration System, will be able to invoke the following operations on the System: (i) check the availability of a domain name; (ii) register a domain name; (iii) renew a domain name; (iv) cancel the registration of a domain name it has registered; (v) update the nameserver information associated with a domain name; (vi) query a domain name registration record; (vii) register nameserver information, (viii) establish and end an authentication session, (ix) generate on-line a list of domain names associated with their Registrar account number; (x) manage (remove, add, update) DNSSEC data associated with a domain name; (xi) receive system messages (POLL messages); (xii) manage (create, update) contact objects; (xiii) transfer a domain to another Registrar account; (xiv) check debit account balance.

2.2 Notwithstanding any other provision in this Agreement, except with the written consent of NIC.TM, Registrar shall not: (i) sublicense the .TM Registration System or otherwise permit any direct use of it by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the .TM Registration System other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the .TM Registration System for any unauthorized purpose, or (iv) use or permit use of the .TM Registration System in violation of English law or for any unlawful purpose.

2.3 The Registrar agrees to use its best endeavours to prevent access to or use of the .TM Registration System and the .TM Register for any purpose other than that specified in clause 2.1.

2.4 The Registrar may at its discretion from time to time designate one or more resellers that will be permitted to provide registrar services consistent with those permitted of Registrar under this Agreement. Registrar shall enter into a written agreement with each of its resellers (a "Reseller Agreement"), which will ensure compliance with this Agreement and include sufficient terms and conditions to obligate each reseller to abide by all terms and conditions and obligations set forth in this Agreement. Registrar shall be liable for all acts or omissions of its resellers, and NIC.TM's obligations under this Agreement shall not be increased due to the appointment of resellers. Promptly following the end of each calendar year during the Term of this Agreement (but in no event later than January 30), Registrar shall provide to NIC.TM a complete written list of all of its current resellers. Further, in its Reseller Agreement with each reseller, Registrar shall require such reseller to indemnify, defend and hold harmless NIC.TM, and its directors officers, employees, representatives, agents, affiliates and stockholders from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses arising out of or relating to any activities of such reseller. Each such Reseller Agreement shall further require that this indemnification obligation survive the termination or expiration of that agreement.

### **3 Obligations of the Parties**

3.1 NIC.TM will use reasonable endeavours to ensure that the .TM Registration System is available for access by the Registrar in accordance with the Agreement.

3.2 NIC.TM may from time to time make modifications to the .TM Registration System intended to enhance functionality or otherwise improve the system.

3.3 NIC.TM will provide the Registrar with one or more distinct NIC IDs.

3.4 Requests submitted by the Registrar must quote one of the Registrar's NIC IDs. The Registrar's use of the NIC ID will comply with NIC.TM's then current instructions which are set out on NIC.TM's web site at <http://www.nic.tm>.

3.5 The Registrar will provide NIC.TM with a Security Key corresponding with the NIC ID. NIC.TM will use the Security Key to verify Requests from the Registrar.

3.6 The Registrar agrees to:

- (i) provide support to accept orders for registration, renewal, cancellation, deletion or transfer of domain names and customer services (including domain name record, billing and technical support to the Registrants);
- (ii) pay all fees due to NIC.TM in accordance with the terms of this Agreement;
- (iii) act in good faith towards Registrants and NIC.TM;
- (iv) provide full and accurate information in all its dealings with NIC.TM and use of the .TM Registration System;
- (v) amend or update details for the .TM Register promptly on receiving a request to do so from the Registrant or NIC.TM;
- (vi) notify NIC.TM immediately of any change in the Registrar's name (including names of the contact person for the Registrar's account), telephone and fax numbers, postal and e-mail addresses by updating its contact details on the .TM Registration System.
- (vii) enter the Registrant's contact details in the Registrant's section of the application for domain name registration. The Administrative Contact should be either the Registrant or the contact details of a properly authorized employee of the Registrant. The Registrar shall not, in the normal course of business, enter its own contact details as Administrative Contact unless and until the Registrar has obtained a specific agreement in writing authorised by the Registrant requesting the Registrar so to do, whereupon the Registrar will be directly liable for any and all uses (including violations) of the .TM domain name.

3.7 The Registrar shall do nothing that would, either directly or indirectly, undermine the position, reputation or operation of NIC.TM as the entity responsible for managing the .TM Top Level Domain, and should the Registrar breach this condition, the Registrar agrees to indemnify NIC.TM for any and all losses (including projected income) that occur as a result of the acts of the Registrar.

3.8 The Registrar will not knowingly process applications in respect of non-existent or fictitious Applicants or where the named Applicant has not requested the domain name to be registered to itself. The Registrar shall validate the accuracy of all contact information provided to NIC.TM and data found to be invalid shall not be submitted to nic.TM.

3.9 The Registrar, having passed the technical accreditation test to interface with NIC.TM, will not exceed permitted traffic thresholds. In this respect, each Registrar will be provided with a limit for the number of connections to the .TM Register. The permitted access level is the same for all Registrars, but a Registrar who does not use its full capacity cannot offer it to another party.

3.10 Registrars provided with access the .TM Register (e.g., for WHOIS look-up purposes) will not engage in data mining (i.e., gathering information about Registrants unassociated with the Registrar for improper purposes).

3.11 If the Registrant wishes to use an alternative Registrar and requests the Registrar to change the NIC ID associated with a domain name, the Registrar must not delay such a change unless permitted to do so by explicit contractual terms between the Registrar and

the Registrant. Delaying a domain name transfer away from the Registrar to an alternative Registrar for more than five (5) days following the initial transfer request may result in a charge being levied upon the Registrar of up to \$10 per day.

#### **4 Registrar's Authority to Bind Applicants**

4.1 The Registrar agrees that it acts as agent for Applicants and that Applicants will enter into contracts directly with NIC.TM. Accordingly, the Registrar warrants that:

- (i) prior to submitting an application to the .TM Registration System on behalf of the Registrant, the Registrar will draw to the attention of each Applicant the Registration Terms and Conditions;
- (ii) each Applicant has given the Registrar all necessary authority to enter into a contract with NIC.TM on behalf of the Applicant on the Registration Terms and Conditions;
- (iii) in accordance with the Registration Terms and Conditions, the Registrant will indemnify, defend and hold harmless NIC.TM, and its employees, directors, officers, representatives, sub-contractors, agents and affiliates from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registrant's domain name registration or the implementation by NIC.TM of any order or decision issued on the basis of the Dispute Resolution Policy; and
- (iv) in the case of domain name registrations which are accepted by NIC.TM, that each Registrant has given the Registrar all necessary authority to act on its behalf in connection with the administration of the domain name registration for the duration of the registration, and in particular has all necessary authority to make changes to the .TM Register entry relating to those domain names on behalf of the Registrant.

4.2 If the Registrar agrees to act as sub-agent for a third party (including without limitation a reseller of domain names) who is acting for the Applicant, the Registrar will require that third party to include provisions in the third party's agreement with the Applicant which are at in accordance with this clause 4.



## 5 Term for Domain Name Registrations

5.1 The term for registration of a domain name in the .TM Register is ten (10) years, with the option for renewal thereafter on terms and conditions to be provided by NIC.TM.

## 6 Fees

6.1 The Registrar shall pay a non-refundable application fee of US\$**1,500** (the “Registrar Accreditation Application Fee”) to NIC.TM upon submitting an application to open a Registrar account with NIC.TM. All payments in US dollars should be made by wire to:

Name:	Lloyds Bank
Address:	47 Milsom Street Bath, BA1 1DN United Kingdom
Account Name:	TM Domain Registry Limited
Account Number:	11424211
SWIFT Code:	LOYDGB2L
IBAN:	GB77 LOYD 3090 5411 4242 11

6.2 The Registrar shall pay the following fees for each domain name to be registered in the .TM Register:

- (i) a one-time domain name registration set-up fee of US\$**400** (the “Registration Set-up Fee”), which is non-refundable if the Registrar’s domain name registration application is accepted by NIC.TM in the .TM Register; and
- (ii) annual domain name registration fees, payable in advance for the minimum initial registration period of 10 years, in the amount of US\$**400** (the “Registration Fees”) (i.e., this amount equals 10 years x US\$40 per year).

6.3 All fees shall be paid in advance to NIC.TM in US dollars by bank wire transfer to the bank account specified in section 6.1 above. NIC.TM does not provide credit facilities to any party.

6.4 In advance of incurring fees as specified in 6.2 above, Registrar shall deposit a credit balance in their account with NIC.TM so payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by NIC.TM to the Registrar. Payment shall be made via debit or draw down of the deposit account. NIC.TM shall provide monthly statements to the Registrar.

6.5 Non-Payment of Fees. In the event Registrar has insufficient funds deposited with NIC.TM, NIC.TM may do any or all of the following: (a) stop accepting new initial or renewal registrations from the Registrar; (b) delete the domain names associated with any negative balance incurred from the NIC.TM Register; and (c) pursue any other remedy permitted under this Agreement or at law or in equity.

6.6 The Registrar acknowledges that payment of fees imposed by NIC.TM is a fundamental term of this Agreement and any failure to pay the required fees may result in NIC.TM terminating this Agreement and revoking or cancelling the registration of a particular domain name without any liability whatsoever.

6.7 Upon the termination of this Agreement, any unattributed credit balance held by NIC.TM shall be returned to the Registrar within 30 days from the date of termination by wire transfer to an account specified in writing by the Registrar.

6.8 Where an Applicant, within a period of fourteen days (14) from the date of first submission of an application for a domain name to NIC.TM, makes a formal written request to the Registrar to cancel the domain name, NIC.TM may, at its discretion, refund in full all fees (Registration Set-up Fee and Registration Fees) paid to NIC.TM to the Registrar's account relating to that domain name registration, up to a maximum of 5% of the total fees received during the calendar month in which the refund request is made. In such instances, NIC.TM reserves the right to release the domain name and make it available to the public or to suspend the operation of the domain name. In the event of a request after the fourteen day period, refund will be limited to the unused annual increments of the Registration Fees, in accordance with clause 9.6 below.

6.9 A volume rebate of \$40 per name is available to the Registrar where the number of domain names registered with NIC.TM in one calendar month exceeds two hundred and fifty (250) calculated on the first day of each month. The Registrar must request the rebate each month a rebate is applicable and the computation for the rebate of monies to the Registrar's account held with NIC.TM is comprised of the total number of domain names registered in the preceding calendar month less 250 multiplied by \$40.

## **7 Right of Refusal**

7.1 NIC.TM, in its absolute discretion, reserves the right to refuse to approve

- (i) the application of the registrar to be accredited as a Registrar for the .TM Registration System; and
- (ii) the application submitted by a Registrar to the .TM Registration System to register a domain name on behalf of the Applicant.

7.2 The Registrar agrees that NIC.TM shall not be liable for any loss or damages that may result from NIC.TM exercising such rights of refusal. NIC.TM has no duty to check, validate or authenticate any domain name application.

## **8 Cancellations, Transfers and Changes**

8.1 NIC.TM will cancel, transfer or otherwise make changes to a domain name registration in the .TM Register under the following circumstances:

- (i) NIC.TM's receipt of instructions from the Registrar, only when the Registrar provides a copy of the written authorization of the Registrant, Registrant's authorised agent or the Administrative Contact to take such action;
- (ii) NIC.TM's receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; or
- (iii) NIC.TM's receipt of a decision of an administrative panel requiring such action in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy or a later version of that Policy as adopted by NIC.TM.

8.2 While NIC.TM does not currently do so, it reserves the right to charge a fee for all cancellations, transfers or changes, subject to providing appropriate notice of any such new fee in accordance with clause 16.3.

## **9 Duration, Termination and Suspension**

9.1 This Agreement begins on the date the Registrar signs it and continues unless terminated in accordance with the provisions of this clause 9.

9.2 Either party may terminate this Agreement by giving to the other party not less than one month's (30 days) written notice.

9.3 Either party may terminate this Agreement by giving written notice of such termination to the other if:

- (i) the other commits a material breach of any term of the Agreement and (in the case of a breach which is capable of remedy) fails to remedy the breach within 14 days after receipt of a written request to remedy the breach; or
- (ii) the other has a receiver or administrator appointed over it or any part of its assets, or passes a resolution for winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or becomes insolvent, bankrupt or subject to an administration order, or enters into any voluntary arrangement with its or his/her creditors, or ceases or threatens to cease to carry on business.

9.4 NIC.TM may, at its option, suspend or terminate this Agreement immediately upon giving notice to the Registrar if:

- (i) the Registrar is acting in a manner (including improper use of the NIC ID) which NIC.TM reasonably considers is likely to endanger the operation of, or be detrimental to, the .TM Registration System and/or the .TM Register;
- (ii) the Registrar opens (or attempts to open) too many connections or load the .TM Registration System in excess of the published permitted levels. In this respect, NIC.TM also reserves the right to set restricted access levels for a Registrar until such time as the Registrar agrees to conform to the permitted access levels; or
- (iii) as a result of events beyond the reasonable control of NIC.TM, including events that may cause the termination of NIC.TM's registration authority such as where any person or corporate or government body exercising (or claiming to exercise) any rights to take control of the .TM Top Level Domain Name Space (whether such actions are carried out in the name of the government of Turkmenistan or otherwise), NIC.TM is prevented from providing the service and/or performing any of its contractual obligations under the Agreement.

9.5 The Registrar agrees to indemnify NIC.TM for any costs or liabilities NIC.TM may incur in taking action in accordance with clause 9.4(i) and 9.4(ii).

9.6 On termination, NIC.TM will suspend the NIC ID.

9.7 Any termination of the Agreement will not affect any accrued rights of either party, nor will it affect the coming into force or continuation in force of any provision of the Agreement which is expressly, or by implication, intended to come into or continue in force on or after termination or expiry.

9.8 In the event of termination of this Agreement, clauses 3.6(ii) 9, 10, 13, 14 and 15 shall survive.

9.9 In the event that a Registrar holds less than eleven active names in their account and has not registered a Domain Name with NIC.TM within the last twelve (12) months, NIC.TM reserves the right to remove accreditation from the Registrar.

## **10 Indemnity**

10.1 The Registrar will at all times indemnify and hold harmless NIC.TM, its employees, directors, officers, representatives, sub-contractors, agents and affiliates from and against



all third party claims, action, liabilities, costs, damages, and expenses (including reasonable legal fees and expenses) made against or incurred by NIC.TM arising out of or in connection with:

- (i) any breach of this Agreement by the Registrar, its employees, directors, officers, representatives, sub-contractors, agents or affiliates;
- (ii) the negligence of the Registrar, its employees, directors, officers, representatives, sub-contractors, agents or affiliates;
- (iii) any product of service of the Registrar;
- (iv) any agreement between the Registrar and a domain name Registrant;
- (v) the Registrar's domain name business including, but not limited to, Registrar's advertising, domain name application process, systems or other processes, fees charged, billing practices and customer service; or
- (vi) the implementation by NIC.TM of any order or decision under the Dispute Resolution Policy.

## **11 Limitation of Liability**

11.1 The Registrar acknowledges and agrees that it is technically impracticable to provide services free of faults and NIC.TM does not undertake to do so. The .TM Registration System and .TM Register are provided "as-is" and without warranty of any kind. NIC.TM will not have any liability whatsoever to the Registrar as a result of any failure, delay or error in the operation of the .TM Registration System and .TM Register save to the extent that such liability cannot be excluded by law.

11.2 The Registrar agrees, in particular, that NIC.TM shall have no liability to the Registrar for any loss in connection with or resulting from

- (i) NIC.TM's processing of any application for registration;
- (ii) NIC.TM's processing of any modification to the .TM Register during the period of any registration;
- (iii) the refusal of NIC.TM to accept any application for registration (save to refund any fees paid by the Registrar to NIC.TM);
- (iv) termination or suspension of this Agreement pursuant to clause 9.4(ii); and
- (v) the application of the Dispute Resolution Policy or implementation by NIC.TM of any order or decision referred to in article 4 of the Dispute Resolution Policy.

11.3 The Registrar agrees that in no event shall NIC.TM be liable for any Consequential Loss arising out of its performance or non-performance of this Agreement, whether in contract, tort (including negligence, misrepresentation or breach of statutory duty) or otherwise, save as in clause 9.6.

## **12 Domain Name Disputes**

12.1 The Registrar will inform NIC.TM immediately if the Registrar has cause to believe that a particular domain name registration breaches the Domain Rules, the Registration Terms and Conditions or the Dispute Resolution Policy.

12.2 The Registrar will retain copies and records of all communications from Registrants, Applicants or third parties relating to disputes about domain names. If NIC.TM's Dispute Resolution Policy has been invoked (and on request), the Registrar will promptly copy all written and report on all unwritten communications to NIC.TM, and will give all reasonable assistance to NIC.TM and to any independent expert considering the dispute.

12.3 The Registrar agrees that any dispute arising out of or in connection with the registration or use of a domain name shall be subject to the provisions specified in the Dispute Resolution Policy.

### **13 Intellectual Property**

13.1 NIC.TM and the Registrar acknowledge and agree that the Registrar is not entitled to claim any Intellectual Property in the Registrant Data and the Registrant Data:

- (i) are not proprietary information; and
- (ii) are not owned by the Registrar.

13.2 The Registrar will not use NIC.TM's logo and name, any copyright material, registered or unregistered trademark or service mark of NIC.TM, without the express prior written permission of NIC.TM.

13.3 NIC.TM and the Registrar each will continue to independently own its own Intellectual Property in their respective registration platforms.

### **14 Confidential Information**

14.1 Each party (including employees, directors, officers, sub-contractors, representatives or agents) must keep confidential, maintain proper and secure custody of, and take reasonable steps to ensure that it does not disclose to a third party any Confidential Information belonging to the other party without the written consent of the other party or as required by law.

### **15 Data Protection**

15.1 The NIC.TM and the Registrar agree and undertake to comply with their respective obligations under the UK Data Protection Act 1998 or any legislation replacing or amending the same.

15.2 The Registrar will not do or omit to do anything which could put NIC.TM in breach of the UK Data Protection Act 1998 or any legislation replacing or amending the same.

15.3 The Registrar hereby agrees to obtain the express consent of each Applicant (including the Registrant, Administrative Contact, Technical Contact, Billing Contact and any Agent of the Registrant) (i) to include their name, contact details and other details relating to the domain name registration in the .TM Register, and (ii) to permit NIC.TM to allow other organisations and members of the public to access, via WHOIS services, this data for the purpose of obtaining information about the registration of the Domain Name or any other related purpose. If such consent is withheld or withdrawn, NIC.TM has the right to immediately terminate the registration. As a no cost option to a qualifying Registrant, the Registrar may activate the privacy settings within the Registrant's Domain Name record, to deactivate disclosure of certain contact information via publicly accessible WHOIS services.

## 16 General

**16.1 Notice:** Save as otherwise provided in this clause 16.3, any notice to be given under the Agreement shall only be deemed to be served if delivered by hand or sent by pre-paid first class post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. The notice will be effective: if delivered by hand, on delivery; if sent by fax or e-mail, when the sender receives confirmation of receipt; and if sent by post, on the 7<sup>th</sup> day after posting.

**16.2 Assignment:** The Registrar may not assign or subcontract any of its rights and obligations under this Agreement without the prior written consent of NIC.TM. The Registrar agrees that NIC.TM is entitled to assign, novate or transfer all or any of its rights and obligations in this Agreement to any person or organisation that is authorised to perform tasks similar to those which NIC.TM has agreed to perform pursuant to this Agreement.

**16.3 Amendments:** NIC.TM reserves the right to modify the terms and conditions of this Agreement, the Domain Rules, Dispute Resolution Policy and Registration Terms and Conditions. NIC.TM will notify the Registrar of any such changes by email at least 30 days before the changes take effect and by publishing the new terms on the NIC.TM website at <http://www.nic.tm>. If the Registrar does not accept the revised terms or conditions of the Agreement, the Registrar may terminate the Agreement by giving notice to NIC.TM before those revised terms are due to take effect. If the Registrar continues to access or use the .TM Registration System after the revised terms are due to take effect, the Registrar shall be deemed to have accepted those terms.

**16.4 Third Party Rights:** Nothing in the Agreement shall create any rights for, or enforceable by, any third party under the Contracts (Rights of Third Parties) Act 1999.

**16.5 Relationship of the Parties:** This Agreement does not establish or constitute any relationship of partnership, joint venture, employment, franchise or agency between NIC.TM and the Registrar.

**16.6 Severability:** In the event that any clause or provision of the Agreement is determined to be invalid or unenforceable in whole or in part, the remaining clauses and provisions shall continue to be valid and enforceable.

**16.7 No Waiver:** No failure or delay by either party in enforcing any provision of the Agreement will prejudice, restrict or waive its rights to enforce it at a later date, nor will any waiver of any right operate as a waiver of any subsequent breach of the Agreement.

**16.8 Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior written or oral agreement or representations (other than those made fraudulently) in relation to its subject matter and the parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by any party shall alter or affect the interpretation of this Agreement.

**16.9 Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.



16.10 **Headings:** Any headings contained in this Agreement are for reference purposes only and do not form part of this Agreement and shall not be deemed to alter or affect the meaning of any of the provisions hereof.

**Executed as an Agreement:**

SIGNED for and on behalf of  
NIC.TM  
by its authorized representative

SIGNED for and on behalf of  
  
by its authorised representative

Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_



## SCHEDULE A

Registrar Name:  
Account Number: NIC.TM will assign

NIC ID(s): NIC.TM will assign

### Registrar Information:

Corporate name:  
Address:  
City:  
State Province:  
Zip/Postal Code:  
Country:  
Telephone No:  
Facsimile No:  
E-Mail address

General:  
Priority:

Website:  
Time Zone (from GMT):

### Administrative Contact for Registrar:

NIC handle: NIC-  
Job Title:  
Title:  
First Name:  
Last Name:  
Telephone No.:  
E-Mail Address:

### Technical Contact for Registrar:

NIC handle: NIC-  
Job Title:  
Title:  
First Name:  
Last Name:  
Telephone No.:  
E-Mail Address:

IP addresses (or subnet) from which EPP Connections will be made:

Live system:  
OTE system:

IP addresses (or subnet) from which WEB connections will be made:

Live system:  
OTE system:



**Accounts Department Contact for Registrar:**

NIC handle:       NIC-

Job Title:

Title:

First Name:

Last Name:

Telephone No.:

E-Mail Address:

Email address to which Domain Name Invoices and monthly statements should be sent:

VAT (Sales Tax) Number (EU Registrars only):

---