Terms and Conditions

The agreement between the Applicant and Domains.TM contains the following terms and conditions. By completing and submitting a new or renewal application to Domains.TM for consideration and acceptance by Domains.Tm the applicant agrees that he/she has read and agrees to be bound by these terms and conditions 1 through 22 below.

1. Definitions.

    "Registration Agreement" means, a completed application form, Terms and Conditions for the Registration of .TM Domain Names, Domain Rules, Dispute Resolution Policy;

    "Applicant" means (i) the person(s) seeking the registration of a .TM Domain Name; (ii) the registered keeper to whom a .TM domain name is to be or has been allocated and entered into the Register of .TM Domain Names; or (iii)the registered keeper of the e-mail address of the Administrative Contact; and shall where appropriate include the Applicant's agent.

    "NIC.TM" means the organisation and services provided by TM Domain Registry Limited;

    "DOMAINS.TM" means the retail business unit of the organisation and services provided by TM Domain Registry Limited;

    "Domain Rules" means the Rules for the .TM Domain and sub-domain which can be found on the World Wide Web at www.Domains.TM/Rules;

    "Dispute Resolution Policy" means the Dispute Resolution Policy for Domain Names registered with NIC.TM which can be found on the World Wide Web at www.Domains.TM/Dispute ;

    "Terms and Conditions" means the Terms and Conditions for Domain Names registered with NIC.TM which can be found on the World Wide Web at www.Domains.TM/terms;

    "Domain Owner" means the person or organisation to whom the domain name is delegated and is recorded as the registered keeper of the specified Domain Name;

    "Administrative Contact" means the person or organisation responsible for the domain name and to whom all enquiries relating to the Domain Owner and or a specific Domain Name may be sent;

    "Billing Contact" means the person or organisation responsible for paying the fees due to NIC.TM;

"Transferee" means a person or body to whom a Domain Name registered to an Applicant is assigned;

"registration" means all information supplied by the Applicant and contained within a Domains.TM;

"tradename" means a name used in the course of trade and by way of business;

"Registrar" means a domain name professional who acts as an agent of the applicant to assist in the registration process;

Subject to clause 11, once payment has been received the Registration Agreement shall be deemed accepted at the office's of Domains.TM and of NIC.TM

2. Fees and Payments.

2.1 If the Applicant uses an agent for the payment of fees, Domains.TM will first seek payment from the agent; but if the Registrar does not pay the fees for whatever reason, Domains.TM will have the right to recover the fees from the Applicant. The Applicant agrees to pay the registration fee as specified by the Applicant's agent (where applicable) or as specified in the Domains.TM Price schedule as consideration for the registration of a .TM domain name. Such payment shall validate the Registration Agreement and confirm acceptance by the Applicant of its terms.

2.2 The Applicant agrees that if the Registration Agreement is entered into by an agent for the Applicant, such as an ISP, a Registrar or Administrative Contact/Agent, the Applicant is nonetheless bound as a principal by all terms and conditions herein. Any applicant for a Second Level Domain Name Space (other than for a Reserved Second Level Domain Name Space) shall pay to TM Domain Name Registry Limited the following sums:

(a) A non-refundable registration set-up fee upon registration of a domain name.
(b) Annual registration fees (currently US$ 40 per year) payable in advance, for the minimum initial registration period of 10 years, as one lump sum payable at the time of registration.

Within a period of fourteen days from the date of first application for the registration of a domain name, the Applicant shall be entitled to a refund of all monies paid to TM Domain Registry Limited in circumstances in where the Applicant objects to the Terms and Conditions under which .TM Domain Names are made available. Failure to notify TM Domain Registry within the period of fourteen days from the date of application and payment of the registration fees shall be deemed acceptance by the Applicant of the terms and conditions. The registration fees cover each new registration, and include any permitted modification(s) to the domain name's record during the registration period.

2.3 The acceptance of these terms and conditions by any Registrar as agent for the Applicant shall bind such agent as if he were a principal to the Registration Agreement and the agent by submitting the application confirms that he has notified the Applicant of the Terms and Conditions.

3. Data Protection.

3.1 The Applicant, the Applicant's agent (if applicable), the Domain Owner, the Administrative Contact, the Technical Contact and the Billing Contact grant consent for the Register of .TM Domain Names to record their names and contact details and other details relating to the Applicant's registration. This information (if it refers to individuals) is 'personal data' for the purposes of Data Protection legislation or any legislation replacing or re-enacting the same. The Applicant, the Applicant's agent (if applicable), the Domain Owner, the Administrative Contact, the Technical Contact and the Billing Contact grant their consent of individuals whose personal data is to be held on the Register of .TM Domain Names and if such consent is withheld or withdrawn then the agent or the Administrative Contact shall immediately terminate the registration using on-line form(s).

3.2 Domains.TM shall be permitted by the named Applicant, the Domain Owner, the Administrative Contact, the Technical Contact and the Billing Contact and or Applicant's Agent (who shall expressly obtain the consent of individuals whose personal data is to be held on the Register of .TM Domain Names and if such consent is withheld or withdrawn then the agent shall immediately terminate the registration) to allow other organisations and members of the public to access the data for the purpose of obtaining information about the registration of the Domain Name or any other related purpose.

3.3 In the event that the Domain Owner, the Administrative Contact and or the Technical Contact elects to withhold the publication of certain personal data, the privacy setting of the Domain Name registration record may be activated either directly by the Administrative Contact using the appropriate on-line form or their Registrar to prevent disclosure of certain contact information via publicly accessible WHOIS services. Should the privacy settings be activated to prevent disclosure of contact information with the objective of masking an inappropriate activity, NIC.TM reserves to the right to summarily suspend the Domain Name from active use.

4. Accuracy of information.

4.1 By submitting its application, the Applicant represents that any information provided in its application is accurate. Any information or any modification to registration information found to be false may lead to the cancellation of the registration.

4.2 The Applicant warrants that any future changes to this information required to maintain its accuracy will be provided to Domains.TM in an expeditious manner according to the domain name modification procedures in place at that time.

4.3 Neither Domains.TM has no obligation to verify the accuracy of any information supplied by the Applicant and may rely on the Applicant's representations in this respect.

4.4 Domains.TM remedies against the Applicant for any breach of this clause shall continue to be available notwithstanding any modification, surrender, cancellation or transfer of the registration of the Domain name.

5. Dispute Resolution.

5.1 The Applicant 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.

5.2 The Applicant agrees that Domains.TM, in its absolute discretion, may change or modify the Dispute Resolution Policy at any time. The Applicant agrees that if the Applicant considers any such changes or modifications to be unacceptable, the Applicant may request that the domain name be deleted from the domain name database, within 30 days of the date of modifications or changes. The Applicant agrees that by maintaining the registration of a domain name after changes or modifications to the Dispute Policy become effective constitutes the Applicant's continued acceptance of these changes or modifications.

6. Limitation of Liability

The Applicant agrees that it is technically impracticable to provide services free of faults and NIC.TM does not undertake to do so.

6.1 The Applicant agrees that Domains.TM shall have no liability to the Applicant for any loss (i) in connection with Domains.TM processing of any application for registration (ii) in connection with Domains.TM processing of any modification to the domain name record during the period of any registration (iii)resulting from the refusal of Domains.TM to accept any application for registration (save to refund any fee paid by the Applicant to Domains.TM) (iv) as the result of any failure on the part of the Applicant's agent to pay either the initial registration fee or any fee payable on renewal of registration
(v) as a result of the application of the Dispute Resolution Policy or the implementation by Domains.TM of any order or decision referred to in article 4 of the Dispute Resolution Policy. Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. Such obligation shall continue in effect after the termination of the Registration Agreement.

6.2 The Applicant agrees that in no circumstances will either Domains.TM be liable for any loss of profit loss of business or anticipated savings suffered by the Applicant howsoever incurred.

6.3 The Applicant agrees that either Domains.tm will not be liable for any losses caused by loss of registration or loss of use of the Applicant's domain name or for interruption of business or any indirect special incidental or consequential losses of any kind (including lost profits) whether in contract, tort (including negligence) or otherwise.

6.4 Without prejudice to the foregoing the Applicant agrees that any liability of Domains.TM to the Applicant shall not exceed 125% of the registration or renewal fees paid by the applicant to Domains.TM for the current period of registration.

7. Non Agency and Non Waiver

    Nothing contained within the Registration Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between either Domains.TM and the Applicant or between the Applicant and any other applicant. For the avoidance of doubt, Registrars (sometimes referred to as Resellers) specified on either Domains.TM.

8. Invalidity

    In the event that any provision of the Registration Agreement shall be found to be unenforceable or invalid under applicable law or be so held by any applicable decision of a Court, such unenforceability or invalidity shall not render the Registration Agreement unenforceable or invalid as a whole. NIC.TM will use its best endeavours within one month of being notified that any such provision is unenforceable or invalid as aforesaid to substitute a valid and enforceable provision which achieves, to the extent possible, the original objectives and intent of NIC.TM as reflected in the original provision.

9. Indemnity.

    The Applicant agrees that, by registration of a domain name, such registration does not confer immunity from objection to either the registration or use of the domain name by any party.

9.1 The Applicant shall hold either Domains.TM and any of its directors, officers, employees, sub-contractors and agents harmless from any claim by a third party arising out of or in connection with (1) the registration or use of a domain name or any other listing information or (2) the implementation by Domains.TM of any order or decision referred to in article 4 of the Dispute Resolution Policy.

Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, tradename infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation. Such obligation shall continue in effect after the termination of the Registration Agreement.

9.2 Domains.TM recognises that certain educational and government entities may not be able to provide indemnification. If the Applicant is (i) a governmental or non-profit educational entity and (ii) not permitted by law or under its organisational documents to provide indemnification, the Applicant must notify Domains.TM in writing before making payment to Domains.TM and, upon receiving appropriate proof of such restriction, Domains.TM will provide an alternative indemnification provision for such an Applicant.

10. Burden to maintain accuracy rests with Applicant.

The Applicant acknowledges that either Domains.TM does not have the legal obligation to screen information submitted by the Applicant to determine the accuracy of the information held by Domains.TM nor if the information may infringe upon the right(s) of a third party. It is the responsibility of the Applicant to ensure that such information remains accurate.

11. Right of Refusal and Cancellation.

11.1 Domains.TM, in its absolute discretion, reserves the right to refuse to approve the Registration Agreement for any Applicant. The Applicant agrees that the submission of an application does not obligate Domains.TM to accept the Registration Agreement. The Applicant agrees that Domains.TM shall not be liable for loss or damages that may result from Domains.TM's refusal to accept the Registration Agreement. If the application is not accepted, either Domains.TM will notify the Applicant or the Applicant's agent and return any payments received.

11.2 In the event of a breach by the Applicant of any provision of the Registration Agreement, either Domains.TM, in its discretion, shall have the right to cancel the registration, without any refund entitlements for the Applicant and without prejudice to any other remedies to which Domains.TM may be entitled.

12. Rules for the .TM domain.

Domains.TM will process the application and consider whether to accept or reject it in accordance with these terms and conditions including the criteria laid down in Domains.TM's Domain Rules in force at the time of the application for registration, transfer or renewal.

13. Transfer, Modification or Surrender of Domain Name.

The Applicant (either directly or via an agent) may transfer, modify or surrender the registration of the Domain Name via the appropriate process(es). A domain name registration may be removed by requesting Domains.TM to delete the domain name entry in accordance with the delete process(es). Once the Domain Name and the Applicant's details have been entered in the Register of .TM Domain Names no refund of fees will be payable by Domains.TM. Domains.TM reserves the right to charge a fee for all transfers, modifications or deletions.

14. First Come, First Served.

    Domains.TM are entitled to register Domain Names on a first come, first served basis. Applicants are advised not to take any steps in reliance upon the prospective registration of a Domain Name before it becomes a registration entered in the Register of .TM Domain Names.

15. Termination.

    15.1 The Applicant may terminate the Agreement by having the registered domain name deleted from the .TM Register of Domain Names.

15.2 Termination of the Agreement shall not determine rights and obligations between the parties which are of a continuing nature nor shall modification, surrender, cancellation or transfer of the Domain Name extinguish any rights which have accrued under the terms of this agreement.

16. Intellectual Property rights.

    Neither Domains.TM do not accept any responsibility for the registration or use of any Domain Name or information generally held on the Register of .TM Domain Names and in particular for any conflict with trade marks, registered or unregistered, or with any other intellectual property rights.

17. Entirety of understanding.

    The Applicant agrees that the Registration Agreement is the complete and exclusive agreement between the Applicant and Domains.TM regarding the registration of the Applicant's domain name. This Registration Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy, or precedent. Except where provided otherwise in the Registration Agreement including Articles 5.2, 13 and 19 of the Terms and Conditions, no variation may be made to the Registration Agreement unless such is in writing and signed by a duly authorised representative of the Applicant and Domains.TM.

18. Assignment.

    The Registration Agreement may be assigned by either Domains.TM. The Applicant may assign the Registration Agreement subject to any change made pursuant to clause 19 below, and transfer the registration of the Domain Name, by strict adherence to the procedure in force at the time of transfer and payment of the appropriate transfer fee applicable at the time of the transfer. No other method of assignment is permitted.

19. Renewal or Transfer

    Either Domains.TM may vary the terms of the Registration Agreement on renewal or transfer of the registration of the Domain Name. All assignments and renewals will be pursuant to the Terms & Conditions

current at the time of the transfer or renewal and, in the case of a transfer, as agreed by the Transferor.

20. Notice.

    20.1 Save as otherwise provided in this clause any notice to be given under the Registration 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 seventh day after posting.

20.2 Any notices to the Applicant concerning a dispute under the provisions of the Dispute Resolution Policy shall be validly delivered if sent by e-mail to the address of the Administrative Contact as specified in the Applicant's registration.

21. Clause headings.

    Clause headings are for ease of reference and are not part of the Registration Agreement and accordingly shall not affect its interpretation.

22. Jurisdiction and applicable law.

    The Registration Agreement shall be governed by English Law in every particular including information and interpretation and shall be deemed to have been made in England. Only the untranslated English version of the site and or documents have any legal standing and any legal action concerning the english Registration Agreement shall be brought in England.