



# Internet Naming Co.

Registry Policies

Acceptable Use and Terms of Service

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## 1. Introduction

These policies describe the rules that govern the launch and continued operations for the Top Level Domains (the “TLDs”) which are operated by Internet Naming Co. (“INCO”). These policies describe:

- i. the terms under which domain name registrations can be submitted to the Registry as well as how the Registry will process domain name registration requests.
- ii. the technical and administrative measures that the Registry shall use to ensure a fair, and technically stable administration of the TLD, setting out the basic rules and procedures applicable to:
  - a. Any natural person or entity interested in registering a Domain Name;
  - b. the Registry; and
  - c. Registrars.

The Registry Policies for Internet Naming Co. can be found at published at:

<https://internetnaming.co>

## 2. Definitions

“A-label” means the means the ASCII-compatible encoded representation (or punycode) of an internationalized Domain Name. A-labels always commence with the prefix “xn—”.

“Application” means the method by which a Domain Name is created and assigned to an Applicant, “Allocated” shall have a corresponding meaning.

“Applicant” means a natural person, company or organization in whose name an Application is submitted.

“General Availability” means the point in time following which requests to register a Domain Name will be received from any eligible party on a first come, first served basis.

“ICANN” means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

“Premium Domain Name” means a Domain Name that carries a higher than standard Registration fee at initial Registration and/or renewal.

“Registry Operator” or “Registry” means Internet Naming Co., the Registry Operator as licensed by ICANN under the Registry Agreement for the TLD .

“Registered Name” means a domain name within the domain in the gTLD .TLD with which it provides registry services, maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A domain name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

“Registrar” means an entity authorized by ICANN to offer Domain Name Registration services and entered into a contract with the Registry for the provision of Domain Name Registration Services for the TLD to Applicants, Registrants, and/or their respective agents.

“Registrant” means the registered name holder, being a person, organization or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.

“Reserved Domain Name” means Domain Names that the Registry has reserved from Registration and which it may, at its sole discretion, later release for Registration or Allocation.

### **3. General Provisions for Internet Naming Co. TLDs**

As a Registrant, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.

As a Registrant you: (a) acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to Registry or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant’s domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

As a Registrant, you are prohibited in the use of your Registered Name from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and the consequences for such activities include suspension of your registered domain name.

Nothing in this Acceptable Use and Terms of Service shall confer any right to any third party with respect to Registry Operator discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).

As a Registrant, you are required to comply with all ICANN consensus policies applicable to Registrants, including (i) the Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>), and (ii) the Uniform Rapid Suspension Policy; <http://www.icann.org/en/help/dndr/udrp-procedure-01mar13-en.pdf> (icann.org) and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Registry Operator, Registrar or Registrants, and as may be amended by ICANN from time to time. Note: the ICANN policy on the whois applies and information can be found here: <https://whois.icann.org/en/policies>

By applying for or obtaining registration of a Registered Name, you acknowledge your acceptance and compliance with the terms under which such application and registration was made, including the terms and conditions of Sunrise registrations set forth in the Launch Plan, Sunrise Dispute Resolution Policy, and additional transfer and use restrictions set forth herein below.

#### **4. Domain Name Selection Requirements**

Applications for Domain Names must conform to the following set of requirements:

- i. Requirements for ASCII Domain Names
  - a. have a minimum of 1 to a maximum of 63 characters (at any one level);
  - b. only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;
  - c. begin with a letter or a digit and end with a letter or a digit;
  - d. neither begin with, nor end with a hyphen (-);
  - e. not contain hyphens (-) in the third and fourth positions (e.g., “bq--1k2n4h4b” or “xn--ndk061n); and
  - f. not include a space (e.g. www.ab .tld).

#### **5. Reserved Domain Names**

The Registry may, for various reasons and at various times, reserve Domain Names and make these unavailable for Registration. In its sole discretion, the Registry may release these names for Registration or allocate them to any person that the Registry in its sole discretion considers to be entitled to use or is associated with that Reserved Domain Name.

The Registry may upon 30 days notice release reserved names for general availability subject to ICANN policy regarding TMCH requirements.

#### **6. Premium Domain Names**

The Registry may, at its absolute discretion, identify certain Domain Names as Premium Domain Names, and make them available for Registration at a premium price through Registrars, or other channels such as through requests for proposals. A Premium Domain Name may have a higher than standard fee for creation and renewal.

Regarding Premium Names, subject always to applicable industry standards, and ICANN mandated requirements, the Registry may:

- i. add to, delete from and generally amend or modify the list of Premium Domain Names;
- ii. modify the pricing of any Premium Domain Names; or
- iii. allow a Premium Domain Name to be registered.

## **7. Domain Name Allocation**

Domain Names will be allocated according to the rules applicable during the launch phases. During all phases, Domain Names will be available on a First-Come, First-Served basis.

## **8. Term of Registration**

Domain Names may be registered for a period of 1-10 years. The term of Registration shall commence on the date of Registration of the Domain Name, and shall expire on the same day of the same month in the expiring year.

## **9. Trademark Claims Notice Service**

Trademark Claims Notice Service is a service that is offered by the TMCH. During this timeframe, each Accredited Registrar is required to provide notice to all Applicants and candidate Registrants who attempt to register a Domain Name that matches a trademark record verified by the Trademark Clearinghouse. The Trademark Clearinghouse will provide Notice of Registered Names to the Trademark Holders. This service applies during the first 90 days of General Availability as well to any names registered during any Limited Registration Periods.

## **10. Whois Privacy and Proxy Services**

Whois Privacy and Proxy services are permitted for registered Domain Names during all launch phases.

## **11. Representations and Warranties**

At the time of registering an available Domain Name, the registrant may be required to provide certain warranties as part of the Registrars terms and conditions and provide true and accurate details and information about the registrant. It is the Registrant's responsibility to ensure that any information provided when registering or renewing a Domain Name is complete and accurate. Additionally, all Registrants are required to update their information with the Registrar if a change has occurred to the information provided. The Registry makes no warranties of any kind with respect to the TLD.

## **12. Acceptable Use and Anti-Abuse Policy**

The Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

The Registry shall also have the discretion to undertake such actions as cancellation, transfer, locking, or suspension of a name subject to abusive uses. Such abusive uses create security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. The Registry defines abusive use as the wrong or excessive use of power, position or ability, and includes, without limitation, the following:

- i. Illegal or fraudulent schemes;
- ii. Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to e-mail spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Websites and Internet forums. An example, for purposes of illustration, would be the use of email in denial-of-service attacks;
- iii. Phishing: The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;
- iv. Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;
- v. Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;
- vi. Fast flux hosting: Use of fast-flux techniques to disguise the location of Websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities. Fastflux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;
- vii. Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct denial- of-service attacks (DDoS attacks);
- viii. Distribution of child abuse images; and
- ix. Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts,

or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

Registrant of a letter/letter two-character ASCII label will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

Any action that the Registry may make in relation to this Acceptable Use and Anti-Abuse Policy:

- i. may be taken with or without notification to the Registrant; and is in addition to any other rights that the Registry may have in law.
- ii. The Registry is not required to give reasons for action taken as per the above but may do so from time to time where the Registry deems it appropriate at its absolute discretion.

### **13. Additional Terms and Restrictions**

The Registrant will abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

The Registrant further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.



#### 14. Launch phases

<b>Launch phase</b>	<b>Timeframe</b>	<b>Description</b>	<b>Rules</b>
Sunrise Period (“Sunrise”)	At least thirty (30) days	Prelaunch opportunity for trademark holders to register their Domain Names corresponding to the SMD files issued by the Trademark Clearinghouse (TMCH).	SMD file required.  First-come, first-served.  One-time nonrefundable application fees apply.
Customer Loyalty Period (“CLP”)	Varies by TLD  Begins after the conclusion of Sunrise	A limited registration period open to existing registrants within certain TLDs operated by the Registry.	First-come, first-served.  One-time nonrefundable application fees apply.
Early Access Period (EAP”)	Varies by TLD  Begins after the conclusion of CLP	A limited registration period open to all registrants. Pricing varies by day, beginning higher at the start of EAP and gradually decreasing.	First-come, first-served.  One-time nonrefundable application fees apply.
General Availability (“GA”)	Perpetual  Begins after the conclusion of EAP	Perpetual open registration for all registrants.	First-come, first-served.