LAUNCH POLICIES

Version 1.03
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Contents

1.   Introduction and Purpose

These Launch Policies describe the rules that govern the launch of the .xyz Top Level Domain ("TLD") by XYZ.COM LLC ("Registry Operator"). This document will proscribe certain protections to the various entities described in this document, comply with ICANN's requirements for the TLD; and will describe the manner by which domain names will be allocated to various types of domain name Applicants.

The .xyz launch will consist of a series of launch periods, each of which is described in this document. Specific information and requirements for those wishing to participate in the launch of the TLD, are detailed in relation to each of those periods.

ICANN requires that the Registry Operator, in the management of the TLD, implement certain Rights Protection Mechanisms (often referred to as RPMs) to discourage or prevent registration of domain names that violate or abuse another party's legal rights. Rights Protection Mechanisms may exist in different forms dependent on the stage or period of operation of the TLD. Some Rights Protection Mechanisms exist for a defined period of time, while others may subsist or become active as a result of certain conditions. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link: http://newgtlds.icann.org/en/about/trademark-clearinghouse.

ICANN has established the Trademark Clearinghouse and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms.

ICANN has appointed providers, the TMCH Sunrise and Claims Operator(s), to operate the Trademark Clearinghouse. Registry Operator's implementation of the Service has been integrated and tested with the TMCH Sunrise and Claims Operator. Information about the Trademark Clearinghouse and the TMCH Sunrise and Claims Operator can be found at the following link http://trademark-clearinghouse.com/.

Where applicable the Registry Operator's role is to verify the information provided by a Registrar to the Registry Operator, with that information that is contained in the Trademark Clearinghouse. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse

These Policies applies to:
- Persons or entities submitting an Application; and

- Registrars.

2. Definitions

In this document:

"Accredited Registrar" or "Registrar" means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

"Allocation" 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 organisation in whose name an Application is submitted.

"Application" means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

"Available Names" means .xyz names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry's receipt of a Registration Request.

"CentralNic Registrar Console" means the console provided by CentralNic available at https://registrar-console.centralnic.com.

"Claims Notice "means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

"Claims Services" means the services that collectively provide:
- Applicants with a Claims Notice, and
- Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

"Claims Period" means any period during which the Claims Services are provided.

"Eligible for Allocation" means a domain name that we assign, designate or otherwise earmark to an Applicant following technical substantiation and conclusion of any applicable auction proceedings.

"General Availability" means the point in time following which requests to register a domain

name may be received from any eligible party on a first come, first served basis.

"General Registration" means the point in time after the conclusion of the Sunrise Period in which domain names are generally available for registration by all interested parties that are qualified to register domain names in the TLD.

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

"Registry Agreement Date" refers to the date on which we executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 5 December 2013.

"ICANN Requirements" means the Registry's obligations under the Registry Agreement between Registry and ICANN dated December 5, 2013, and all ICANN Consensus Policies applicable to the .xyz TLD.

"Landrush Period" means a period between the Sunrise Period and General Availability during which Applications for a domain name may be received from any interested eligible party.

"Launch Program" means the Sunrise Period and the Landrush Period described in this document but does not include General Availability.

"Registrant" is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .xyz TLD.

"Registration" means a .xyz name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for registration during a specified term.

"Registration Request" is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .xyz TLD.

"Registry" or "Registry Operator" is XYZ.COM LLC

"Registrar" means an entity that is authorised to offer domain name registration services in relation to the TLD.

"Registry Policies" means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

"Registry-Registrar Agreement" is the agreement between Registry and Accredited Registrars, as amended from time to time.

"Registry System" means the system operated by Registry or Registered Names in the .xyz TLD.

"Registry Website" is xyz.com or nic.xyz.

"Service" means the services that we provide in relation to the TLD.

"Similar" is defined in Section 5.7 for the purposes of its use in Section 5.7.

"SMD File" means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

"Sunrise Period" means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period.

"Sunrise Registration" means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

"Sunrise-Eligible Rights Holders" means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this policy.

"TLD" means Top Level Domain and for the purpose of this policy the TLD shall be .xyz.

"TMCH Sunrise and Claims Operator" means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

"Trademark Clearinghouse Guidelines" means the guidelines which can be found at the following link http://www.trademark-clearinghouse.com (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

"Trademark Clearinghouse" means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as

meeting the requirements specified in the Trademark Clearinghouse Guidelines.

"Trademark Match" means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

"Trademark Record" means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

"Validated Mark" means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

"We," "us" and "our" means XYZ.COM LLC, the Registry Operator of the .xyz TLD.

3   General Provisions

3.1   Launch Timeline

Launch Phase	Timeframe	Description
Sunrise Period	Lasts sixty (60) days from the start of Sunrise	The pre-launch opportunity for trademark holders to submit Registration Requests for .xyz names corresponding to their Trademark Clearinghouse (TMCH) entries. See the Section on Landrush for more details.
Landrush Period	Ten (10) days beginning directly after the end of the Sunrise Period.	Period during which Applications for a domain name may be received from any interested eligible party. Multiple Applications for the same domain name are resolved by auction during this period. See the Section on Landrush for more details.
General Availability	Begins directly after the end of the Landrush Period and continues indefinitely.	Point in time following which requests to register a domain name may be received from any eligible party on a first come, first serve basis.

3.2   Registration of .xyz Names

Registration Requests for .xyz names may be submitted only by an Accredited Registrar.

The Registry will not accept a Registration Request for a .xyz name unless it meets the following technical and syntax requirements:
1. if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
2. if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website, http://www.nic.xyz);
3. not begin or end with a hyphen;
4. not exceed 63 characters;
5. contains at least one character;
6. and not contain two or more consecutive hyphens, except where they appear in the 3rd and 4th positions, when preceded by "xn";

The Registry may impose further syntax and technical requirements as necessary for the

operation of IDNs in the TLD.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

1. to enforce Registry Policies and ICANN Requirements, each as amended from time to time;
2. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
3. to protect the integrity and stability of the Registry System, its operations, and the .xyz TLD;
4. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider;
5. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, service providers and stockholders;
6. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
7. as otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

3.3   Requirements for Application

Outside of the Sunrise Period, during which only Applicants whose names are registered in the Trademark Clearinghouse may register domain name, there are no eligibility restrictions or prerequisites on which Applicants may apply for .xyz domain names.

By submitting an Application, the Applicant acknowledges that the Application, and if successful the subsequent Allocation of the domain name are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties.

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that may be required by Registry Operator, as described in these Policies or any other applicable policy of Registry Operator.

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has

commenced. Successful Applicants must enter into an agreement for the domain name with their Registrar.

3.4 Term

.xyz names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the "Term"). It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

3.5 Availability of Domain Names

The Registry has reserved certain names from registration in the .xyz TLD ("Registry Reserved Names"). Additionally, after the close of the Sunrise, the Registry may allocate or reserve Premium Names, designated as Registry Reserved, from time to time in its discretion via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

Upon the conclusion of Sunrise, The Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted.

3.6 Representations and Warranties

All Applications for domain names are subject to our policies, and policies, procedures and requirements, as issued by ICANN. The Registry Operator's policy documents can be found at http://www.nic.xyz. Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:
- it has the authority to make an Application;
- the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- where the Application relates to a Sunrise Period, to the best of the Applicant's knowledge the requested Label is a Trademark Match to the Validated Mark.

The Applicant and the Registrar understands and acknowledges:
- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;

- where multiple Applications are received for a domain name, that those Applications may be subject to the auction processes as described in this Plan, and agree to the terms of the auction process;
- that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process; and
- For the Sunrise and Landrush Periods, any name that found on the .xyz SLD block list, found at http://www.icann.org/sites/default/files/tlds/xyz/xyz-apd-list-12nov13-en.csv, will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits. Applicant assumes the risk that ICANN will not allow domains found on the block list to be activated in the DNS.
- Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the ICANN or Registry policy.

By submitting an Application for a domain name the Applicant and the Registrar agree:
- to be subject to this Plan and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- to indemnify and keep us (including our employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with its breach of any policy or agreement that itmay have with Registry Operator;
- there is no guarantee that the Applicant will be allocated the domain names requested in the application; and
- the Registry takes no responsibility for any mistakes on the Application including misspellings, errors in processing or payment.

4.   Sunrise rules

4.1   Scope and Applicability

Sunrise applications may be submitted for Available Names, meaning .xyz names that have not been reserved or restricted, prior to commencement of the respective launch phase.

4.2   Eligible Applicants

To be eligible to submit a Registration Request under Sunrise, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

4.3   Application Process

The following process applies to Sunrise Applications: SMD Files submitted with Sunrise Applications are validated by Registry Operator; Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator.

4.4 Application Fee

Sunrise Applicants will pay a nonrefundable application fee to apply for a domain name during the Landrush Period. This fee includes the first year registration fee. If a Sunrise Applicant applies for a Registration Period of more than one year, additional years after the first will not require any further application fees and normal registrations rates will apply for the additional years.

4.5 SMD File Requirements

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected.

4.6 Allocation of Registration Requests

At the conclusion of Sunrise, unique applications for Available Names will be allocated to Applicants who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies. If more than one Registration Request meets the eligibility requirements for the same Available Name the .xyz name will be allocated in accordance with the this Policy. (See 4.9.)

4.7 Available Sunrise Registration Periods

Sunrise Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

4.8 Certification / Liability

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements. By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the .xyz TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, service providers and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors. Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the .xyz TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

4.9 Sunrise Applicant Notification

Notification to Sunrise applicants will be as follows:
- At the end of Sunrise, the Registry Operator will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations. Registry Operator may also notify the Applicant directly.
- In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application:
  - Prevailed in the auction and was allocated the Domain Name; and
  - Lost in the auction.
- The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.
- The Registry Operator may also publish all or any portion of a pending Sunrise application online (e.g., via WHOIS).

4.10 Sunrise Applicant Contention Resolution -- Auctions

In the event that two or more Sunrise Applicants qualify for the same second-level domain name, an auction will be held between all qualifying applicants by NameJet.com in accordance to their posted procedures and terms of use. (See http://www.namejet.com/Pages/Terms.aspx.) Applicants will be notified of such auctions by the Registrar who sponsored the Sunrise Application. Domain names subject to a Sunrise Auction, will be withheld from registration until resolution of the auction.

4.11 Failure of All Applicants to Place Bids at Sunrise Auction

In the case that a Sunrise Auction is held between two or more eligible Sunrise Applicants and none of those invited Sunrise Applicants place a bid in the auction. The domain name will be reserved for a period of at least one month (to allow for any submission of any claims under the sunrise dispute resolution procedure) before making the name available for registration. .

4.12 Sunrise Disputes

For information on Sunrise disputes, see our Sunrise Dispute Resolution Policy (Section 12 of this document).

4.13 Blocked SLDs

For the Sunrise Period, any name that found on the .xyz SLD block list, found at http://www.icann.org/sites/default/files/tlds/xyz/xyz-apd-list-12nov13-en.csv, and is otherwise not reserved by Registry will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits. Applicants assume the entire risk that ICANN may never allow the relevant SLD to be delegated.

5   Landrush Policies

5.1   General

Registry Operator will offer a ten (10) day Landrush period commencing immediately upon the end of the Sunrise Period. The Landrush Period operates to allow any Applicant to apply for a domain name in the TLD before the commencement of General Availability.

5.2   Requirements

In order to participate in a Landrush Period the Applicant must submit an Application for a domain name that:

- Was not previously Allocated or Reserved;
- Is Eligible for Allocation; and
- Is not the subject of an Application that is being currently processed by the auction provider in respect of a Sunrise Auction, where more than one Applicant qualified for the same domain name.

Potential Landrush Applicants will be notified by their Registrar if a domain name the applicant wishes to apply for does not meet the above criteria.

5.3   Application Fee

Landrush Applicants will pay a nonrefundable application fee to apply for a domain name during the Landrush Period. This fee includes the first year registration fee. If a Landrush Applicant applies for a Registration Period of more than one year, additional years after the first will not require any further application fees and normal registrations rates will apply for those additional years.

In the exceptional case of a late notification of a Claims Notice to Landrush Applicant subject to an auction whereby the notice arrives post application but prior to the award of the name, the Registry **in its sole discretion may** permit the exceptional refund to a good faith Landrush Applicant who wishes to withdraw its Application due to such a late received Claims Notice.

5.4   Duration

The Landrush Period will be in effect from the date so described in the Launch Program overview.

5.5   Available Landrush Registration Periods

Sunrise Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on

March 1.

5.6   Auctions

Where more than one eligible Landrush Applicant applies for the same domain during the Landrush Period, an auction will be held between the Landrush Applicants for the name. Auctions between all qualifying applicants will be conducted by NameJet.com in accordance to rules, procedures and terms of use posted by NameJet.com (See http://www.namejet.com/Pages/Terms.aspx.) Applicants will be notified of such auctions by the Registrar who sponsored the Sunrise Application.

5.7   Blocked SLDs

For Landrush, any name that is found on the .xyz SLD block list, found at http://www.icann.org/sites/default/files/tlds/xyz/xyz-apd-list-12nov13-en.csv, and that is otherwise not reserved by registry will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits. Applicant bears the entire risk that ICANN may never permit these names to be activated in the DNS.

5.8   Miscellaneous

The Claims Period will be in effect during the entire duration of the Landrush Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

6   General Availability

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements. The first ninety (90) days of the General Availability period will be part of the Claims Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

Any name that is found on the .xyz SLD block list, found at http://www.icann.org/sites/default/files/tlds/xyz/xyz-apd-list-12nov13-en.csv will be reserved by Registry at the conclusion of the Landrush Period and will not be available to applicants during General Availability.

7 Claims Period

In order to meet ICANN's requirements, a Claims Period will operate for the entire Landrush Period and the first ninety (90) days of General Availability.

Throughout the time when the Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

8   Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy (http://www.icann.org/en/help/dndr/udrp), Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs), Transfer Dispute Resolution Policy (http://www.icann.org/en/help/dndr/tdrp), and Sunrise Registration Challenge Policy (Section 12 of these Policies).

9 WHOIS Access Policy

9.1 Dissemination of Domain Registration Information:

XYZ.COM LLC ("Registry Operator") is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Operator's website using a standard web interface at http://www.nic.xyz. Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission. Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

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The data in this record is provided for informational purposes only; Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). The .xyz Registry Operator reserves the right to modify this Policy at any time and with ninety (90) days prior written notice. Any revisions will be posted on http://www.nic.xyz website and on the CentralNic Registrar Console.

9.2 Security and Stability Considerations

Abuse of the Registry Operator's Whois system through data mining is be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Registry Operator's Whois web interface may add a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any Registry Operator policy. At Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

9.3   Terms of Use

By accessing Whois Data from the .xyz Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois Data to:
- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
- enable high volume, automated, electronic processes that send queries or data to the systems of the .xyz Registry Operator or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:
- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods.
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the .xyz Registry Operator's searchable Whois service is available on its website at http://www.nic.xyz.

10 Acceptable Use and Anti-Abuse Policy

XYZ.COM LLC is committed to the stable and secure operation of its .xyz top-level domain ("TLD"). Abusive use of domain names creates security and stability issues for registries, registrars and registrants - as well as for users of the Internet in general. Accordingly, XYZ.COM LLC requires that domain names in its TLD adhere to this Acceptable Use and Anti-Abuse Policy ("AUP").

XYZ.COM LLC will address abusive behavior in its TLD consistent with this AUP. XYZ.COM LLC provides an abuse point of contact through an e-mail address posted on the .xyz website found at http://www.nic.xyz. This e-mail address will allow multiple staff members to monitor and address abuse reports. XYZ.COM LLC also provides a web form for complaints on its website. XYZ.COM LLC reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of Registry Operator, its affiliates, subsidiaries, officers, directors, contracted parties, agents, or employees;
- to comply with the terms of the applicable registration agreement and Registry Operator's policies;
- where registrant fails to keep Whois information accurate or up-to-date;
- domain name use is abusive or violates the AUP, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;
- to correct mistakes made by a registry operator or any registrar in connection with a domain name registration; or
- as needed during resolution of a dispute.

Abusive use of a domain is described as an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- distribution of malware;
- dissemination of software designed to infiltrate or damage a computer system without the owner's' informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- illegal, malicious and fraudulent defamation of Oprah Winfrey, Daniel Negari, or Justin

Bieber;

- phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- DNS hijacking or poisoning;
- spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging spam, and the spamming of Internet forums; botnets, including malicious fast-flux hosting; denial-of-service attacks;
- child pornography or any images of child abuse;
- promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- illegal access of computers or networks;

11　.xyz Sunrise Dispute Resolution Policy ("SDRP")

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is effective as of February 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .xyz TLD sunrise period, until thirty (30) days after the conclusion of the Sunrise Period.

1. Purpose
Domain names in the .xyz TLD ("the TLD") can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD.

2. Applicable Disputes
A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration was improper under one or more of the following criteria.

a. Improper Sunrise Registration-Trademarks[1]
A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's Sunrise Program. The complaint must prove one or more of the following elements:

　　i.　　at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;

　　ii.　　the domain name is not identical to the mark on which the registrant based its Sunrise registration;[2]

　　iii.　　the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or

b. SDRP Effective Dates.
Any SDRP claim brought under this Policy for domain names registered in the .xyz TLD shall be brought before the 30th day after the close of the .xyz Sunrise Period.

3. Evidence and Defenses
a. Evidence
Panelists will review the Registry's Sunrise Criteria, allocation requirements, or community-

based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedies

The remedies available to a complainant for a proceeding under this SDRP shall be limited to:

a. Improper Sunrise Registration

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under SDRP 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, either as a regular or defensive/blocking registrant, such application may be made to the Registry, or registrar, as applicable.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[3] In the case of a claim under SDRP 2(c), the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all

appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry,

the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Forum, the Panelist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

8. Relation To Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Forum. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;[5] unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

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[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse

and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

[5] The Forum may correct typographical errors without notice.

12   Modification of These Policies

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with ninety (90) days prior written notice.