



Registry Terms and Conditions to the Identity Digital Inc. Registry-Registrar Agreement

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1.0 General Provisions

1.1 Scope and Applicability

These Terms and Conditions to the Identity Digital Inc. Registry-Registrar Agreement (these “Terms and Conditions”), together with the Registry-Registry Agreement and Registry Policies that are incorporated by reference, set forth the general terms of use, rules, processes, and procedures governing the Application and Registration of Domain Names in the TLDs listed in [Schedule 1](#). Unique provisions specific to certain TLDs can be located in [Schedule 2](#).

The Registry, as defined below, in its sole discretion may amend these Terms and Conditions and Registry Policies from time to time and in the manner described in Section 3.5.2 of the Registry-Registrar Agreement.

1.2 Defined Terms

- **Add Grace Period** means the five calendar-day period of time following a Registration in which such Registration may be reversed and a credit may be issued to a Registrar.
- **Applicant** means a natural person, company, or organization submitting an Application for a Registration or a DPML Block.
- **Application** means a complete, technically correct request for a Domain Name Registration made with the Registry, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a Registrar.
- **Auction** means the auction to determine the prevailing Registrant when more than one Applicant submits an Application for the identical Domain Name.
- **Auction Provider** means the auction provider(s) published on the Registry Website, which may vary.
- **Auction Rules** are the terms and conditions governing an auction and published by the Auction Provider on the Registry Website.
- **AUP** means the Registry’s policy regarding anti-abuse and acceptable use of its Services, as may be amended from time to time and published on the Registry Website.
- **Available Domain Names** means a Domain Name that is not already registered or a Reserved Domain Name.
- **Claims Notice** means the timeframe when Registrars must present notice to Applicants that their proposed Registration matches an entry, typically a trademark, in the TMCH.
- **Confidential Information** has the meaning ascribed in Section 1.2 of the Registry-Registrar Agreement.
- **DNS** means the Domain Name System.

- **Domain Name** means domain name in and maintained by the Registry’s database consisting of at least the SLD and TLD together, separated by a dot (e.g., “second.top”).
- **DPML or Domain Protected Marks List** means the service that blocks certain SLDs from Registration across Identity Digital TLDs pursuant to the DPML Terms and Conditions.
- **DPML Access** means access to the DPML service.
- **DPML Application** means an application for a DPML Block.
- **DPML Block** means the block, upon certain terms and conditions, preventing the Registration of an SLD across all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect (e.g., a DPML Block for “second” will generally block that SLD from being registered in a Domain Name in participating TLDs, such as “second.top”).
- **DPML Only Access** means access to only the DPML Block Service, as noted in Table 1.3.1.
- **DPML Reseller** means an entity authorized by Identity Digital to sell DPML Blocks on its behalf.
- **Dropzone** means the service that manages the release of domain names that have reached the end of their lifecycle.
- **Early Access Program** means the Service allowing Registrars to register Domain Names during the first days of General Availability as specified in the Timeline.
- **Early Access Program Fee** means the non-refundable and one-time fee charged by the Registry to the Registrar for each Registration made during the Early Access Program.
- **General Availability** means the timeframe in the Timeline during which Domain Names are generally available for registration by eligible Registrants.
- **ICANN** means the Internet Corporation for Assigned Names and Numbers.
- **ICANN Requirements** means all applicable ICANN policies, including the Registry Agreement.
- **Identity Digital** means Identity Digital Inc. and its affiliates, including the Registry.
- **Identity Digital Basic Access** means access to the Sunrise and General Availability Services.
- **Identity Digital Full Access** means access to the DPML Block, Sunrise, Early Access, General Availability, and Name Ratings Services.
- **IDN** means Internationalized Domain Name.
- **Name Ratings** means the Registry’s categorization of Premium Name prices for Domain Names.

- **Override** means, consistent with certain terms and conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied-for Domain Name.
- **Payment Balance** has the meaning ascribed in the Registry-Registrar Agreement.
- **Premium Name** is a Domain Name designated by the Registry, in its sole discretion, for non-standard pricing.
- **Registered Name** means a Domain Name that has been registered in and is maintained by the Registry.
- **Registrant** means the Registered Name holder.
- **Registrant Information** means the registrant data collected by the Registrar and transferred to the Registry.
- **Registrar** means a Domain Name registrar sponsoring an Applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.
- **Registration** means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by the Registry in accordance with these Terms and Conditions and the Registry-Registrar Agreement.
- **Registration Agreement** has the meaning ascribed to it in Section 7 of these Terms and Conditions.
- **Registration Fee** means the per annum fee charged by the Registry to the Registrar for the Registration of a Domain Name.
- **Registration Period** means the length of time a Domain Name is registered.
- **Registry** means all registry operators listed in Schedule 1 as they relate to the applicable TLDs that are governed by these Terms and Conditions.
- **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.
- **Registry Policies** means the rules, protocols, policies or procedures, including without limitation these Terms and Conditions and the Registry-Registrar Agreement, adopted and/or amended from time to time by the Registry or that otherwise cover a registration.
- **Registry-Registrar Agreement** is the agreement between the Registry and Registrars that governs registration of Domain Names in the TLDs, as amended from time to time.
- **Registry Website** means donuts.domains or any other URL directed from such website.
- **RFC** means the Request For Comment specifications located at www.ietf.org.

- **Reserved Domain Name** means a Domain Name that has been set aside by the Registry pursuant to Section 1.6 of these Terms and Conditions.
- **Restricted Person** means person or entity that (i) is, or is owned or controlled by a person or entity that is, designated on a sanctions list maintained by the United Nations or United States (including without limitation the U.S. Department of the Treasury Office of Foreign Assets Control), or (ii) located in or organized under the laws of a jurisdiction that is subject to comprehensive U.S. sanctions.
- **Restricted Threshold** has the meaning ascribed in the Registry-Registrar Agreement.
- **Second Level Domain or SLD** means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name “second.top”, “second” is the SLD). Where applicable, Domain Name Registrations may be available at the third level (e.g., in the Domain Name “third.second.top”, “third” is the third-level domain). To the extent third-level domains are available for registration in the TLDs, they will be subject to the same terms, conditions and requirements as SLDs, as described herein.
- **Service** is a service offered by the Registry to Registrars (e.g., Sunrise Registrations).
- **SMD File** is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.
- **Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Resellers to provision objects to apply for, register, modify and maintain DPML Blocks.
- **Standard Name** means the most common type of Domain Name made available by the Registry on a first-come, first-served basis.
- **String** means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity, this includes Punycode conversions of IDNs.
- **Sunrise** means the period noted in Section 1.4 of these Terms and Conditions in which only holders of SMD Files may submit Sunrise Applications.
- **Sunrise Application** means the non-transferrable Application for a Domain Name made during Sunrise.
- **Sunrise Participation Fee** is the non-refundable and one-time fee charged by the Registry to the Registrar for a Sunrise Application.
- **Sunrise Registration** means a Domain Name Registration resulting from an approved Sunrise Application.
- **Terms and Conditions** means the entirety of this document and all of the terms and conditions contained herein, including the annexes, exhibits and schedules ,and any and

all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time.

- **Timeline** means the graphic representation of the Services in Section 1.4 of these Terms and Conditions.
- **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.
- **TMCH Guidelines** means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.
- **TLD** means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name “second.top”, “.top” is the TLD).
- **UDRP** means ICANN’s Uniform Dispute Resolution Process, as applied and amended.
- **URS** means ICANN’s Uniform Rapid Suspension System.
- **WHOIS** means the query/response protocol used to provide identifying information regarding Registrants on the Internet.
- **WIPO** means the World Intellectual Property Organization.






Please note: ICANN has also provided an industry acronym helper found at: <http://gnso.icann.org/en/acronyms.html>

1.3 Access

Three types of access are available:

- Identity Digital Basic Access
- Identity Digital Full Access
- DPML Only Access

1.3.1 Service Menu

Service	Full Access	Basic Access	DPML Only Access
Standard Name Registrations			
Sunrise			
Early Access Program			

Name Ratings			
DPML			
Future Services			

(*) Please note: During Sunrise, those Registrars participating in Identity Digital Basic Access will only have the ability to register Standard Names.

1.4 Timeline

The dates and periods listed below are subject to change. All such changes to the Timeline for the TLDs listed in [Schedule 1](#) will be posted on the Registry Website.

Table 1.4 **Timeline**

Action	Time
Open Sunrise	Day 1
Close Sunrise	Day 60
Rest period	Day 61-62
General Availability: Claims Notice begins	Day 63
General Availability: Early Access Program	Day 65-71
General Availability: universal access	Day 72 onward
Claims Notice ends	Day 153

1.5 Services

The Registry offers the following services according to the Timeline listed above:

1.5.1 General Availability

During General Availability, unless otherwise indicated by the Registry, Available Domain Names may be registered on a first-come, first-served basis.

1.5.2 Sunrise

During Sunrise, Registrars sponsoring Applicants with one or more SMD Files have exclusive access to submit Applications for Registrations in yearly increments from one (1) to ten (10) years. If more than one Applicant submits a Sunrise Application for the identical Domain Name, the prevailing Registrant will be determined by an auction process, described at the Registry Website.

1.5.3 Early Access Program

During the Early Access Program, which typically occurs during the first few days of General Availability, Registrars may purchase Available Domain Name Registrations by paying an Early Access Program Fee for each Domain Name.

Please note: Only those Registrars participating in Identity Digital Full Access will have access to the SRS to register Domain Names during the Early Access Program. Among participating Registrars in the Early Access Program, Domain Names will be available for Registration on a first-come, first-served basis.

1.5.4 Name Ratings

At any time, including Sunrise, Early Access Program, and General Availability, certain Domain Names will have non-standard pricing. These Domain Names, called Premium Names, may be registered by Registrars participating in Identity Digital Full Access.

1.5.5 DPML Blocks

Eligible Registrars sponsoring Applicants with one or more SMD Files may generally purchase directly a DPML Block across all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect. DPML Blocks are available initially for a one (1) to ten (10) year period and then may be renewed for up to a maximum DPML Block period of ten (10) years.

Please see **Schedule 4** for the terms of use, rules, processes, and procedures governing DPML Blocks, which Identity Digital may change at any time.

1.5.6 Dropzone

The Registry offers Dropzone to any Registrar for Domain Names that will soon be purged and can be applied for by Registrars through Dropzone on a first come, first serve basis. All Registrars will have free access to Dropzone if they choose to participate. There is no obligation for a Registrar to utilize Dropzone. A Registrar will only be charged a fee if they are successfully allocated a Domain Name. All other Registrars who requested the same Domain Name will not incur any fees or charges in connection with their unsuccessful requests. The Registry may remove any Registrar at any time from Dropzone if the Registry finds, as determined in its sole discretion, that the Registrar is abusing, overusing, or otherwise improperly using Dropzone.

1.6 Reserved Domain Names

The Registry may permanently or temporarily reserve certain Domain Names at any time from Registration, including, without limitation, Domain Names:

- a) Reserved for operations and other purposes, including without limitation certain Premium Names, which the Registry may change from time to time;
- b) Reserved or restricted to comply with ICANN Requirements, including those reserved for certain third parties; or

- c) Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

2.0 General Availability

During General Availability, Applications for Registration of Domain Names will be processed and allocated by the Registry through Registrars on a first-come, first-served basis, subject to the Registry Policies and ICANN Requirements. Unless otherwise indicated by the Registry in writing, all Available Domain Names will be open for such Registration.

2.1 Registration of Domain Names

A Registrar sponsoring an Applicant can submit an Application for Registration, or may modify a Registration on behalf of the Domain Name holder.

2.1.1 Registration Creation

The Registry will create or modify a Registration when:

- a) The Domain Name meets the criteria set out in Section 2.1.2 below;
- b) The Domain Name and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;
- c) The Domain Name is an Available Domain Name;
- d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and
- e) The Registrar has appropriate access (i.e., Identity Digital Basic Access or Identity Digital Full Access).

2.1.2 Registration Requirements

The Registry will not accept an Application for a Registration unless the applied-for Domain Name meets the requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

- a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) The SLD cannot begin or end with a hyphen;
- c) IDNs must be in the languages Identity Digital offers and supports, as noted on the Registry Website;
- d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 2.1.2(c) above;

- e) The SLD cannot exceed 63 characters; and
- f) The SLD must contain at least one character.

2.2 Registrar Representations and Warranties

By submitting Applications to the Registry, or when modifying any Registration, the Registrar represents and warrants that the Applicant or Registrant, as the case may be, has acknowledged that:

- a) The Application or Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b) It will participate in good faith in any proceedings commenced by or against the Applicant or Registrant as described in these Terms and Conditions or the Registry-Registrar Agreement;
- c) The Applicant or Registrant is not a Restricted Person; and
- d) The Applicant or Registrant accepts and will abide by the Registry Policies.

2.3 The Registry's Rights regarding Applications

The Registrar acknowledges and agrees, and represents and warrants that Applicants and Registrants have expressly acknowledged and accepted, that the Registry will be entitled, but not obligated, to reject an Application or Registration, or to delete, revoke, suspend, cancel or transfer a Registration:

- a) To enforce Registry Policies and ICANN Requirements, each as amended from time to time;
- b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;
- c) To protect the integrity and stability of the SRS or the operation or management of the Registry;
- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

- f) To correct mistakes made by the Registry or any Registrar in connection with a Registration; or
- g) As otherwise provided in these Terms and Conditions and the Registry-Registrar Agreement.

2.4 Registrations Periods

Registrations Periods must be 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 effectively allocated by the Registry. Unless otherwise terminated, such Registrations will expire on the same day of the month within which the Registration was created unless it was created on February 29, in which case it will expire on March 1. Unless otherwise specified by the Registrar to the Registry, the default Registration Period is one (1) year.

2.5 Notifications

It is not the obligation of the Registry to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration. The Registry will be entitled, but not obligated, to immediately suspend or cancel any Registration that is in breach of these Terms and Conditions, the Registry-Registrar Agreement, Registry Policies, or any other applicable law or regulation.

Registry Operator will endeavor to provide Registrar thirty (30) calendar days' written notice if, in any given calendar month, Registry Operator anticipates decreasing the applicable registration Fee on a material number of domains across the TLDs.

2.6 Payment to the Registry

The Registry may not accept an Application, and may not renew (including auto-renew) a Registration at the end of its Registration Period, unless the Registrar complies with the Registry Policies. Registered Domain Names will auto-renew, expire, terminate or otherwise be released from Registration in accordance with Registry Policies and ICANN Requirements.

Payment of any fees due, for which the Applicant or the Registrant are solely liable, must be made to the Registry by the Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration, non-renewal or termination of the applicable Registration concerned. If the Registrant has paid the Registrar for a Registration or its renewal, the Registrar must perform the paid-for action. Should the Registrar not perform such action, the Registry may in its sole discretion perform such action on behalf of the Registrant. Such action by the Registry will not relieve the Registrar of its responsibility for payment of applicable fees to the Registry nor will it serve as a waiver by the Registry of its rights against the Registrar for its material breach of its obligations under applicable Registry Policies.

3.0 Sunrise

3.1 Scope and Applicability

During Sunrise, Applicants with one or more SMD Files have exclusive access to submit Applications for Sunrise Registrations. Similar to Registrations, Sunrise Registrations may be purchased in yearly increments from one (1) to ten (10) years. Unlike Registrations that occur outside Sunrise, Sunrise Registrations are unaffected by Domain Names whose SLDs are under DPML Block; Sunrise Registrations will Override any Domain Names under DPML Block. If more than one Applicant submits an Application through a Registrar for a Sunrise Registration for the identical Domain Name, the prevailing Applicant will be determined by an auction process described at the Registry Website. These Terms and Conditions with regard to Sunrise Registrations comply with ICANN Requirements and TMCH policies; to the extent these Terms and Conditions conflict with such rules, the ICANN Requirements or TMCH policies govern.

3.2 Eligible Applicants

Each Applicant for a Sunrise Registration must include one or more SMD Files corresponding to the applied-for Domain Name and must meet the qualifications specified by ICANN Requirements and detailed in the TMCH Guidelines, as they may change from time to time.

3.3 Sunrise Registration of Domain Names

Sunrise Applications may only be submitted by a Registrar sponsoring an Applicant and must include an SMD File corresponding to the SLD in the applied-for Domain Name.

3.3.1 SMD File Requirements

The Applicant must first provide to the TMCH the information required to obtain the SMD File, as detailed in Section 2 and 3 of the TMCH Guidelines.

3.3.2 Sunrise Registration Creation or Modification

The Registry will create or modify a Domain Name during Sunrise when:

- a) The SLD meets the criteria set out in this Section 3;
- b) The SLD and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;
- c) The SLD is available;
- d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and
- e) The Registrar is eligible to make Sunrise Registrations (see Section 1.3.1 of these Terms and Conditions).

3.3.3 Sunrise Registration Requirements

The Registry will not accept a Sunrise Application unless the applied-for Domain Name meets the applicable requirements as defined in RFC 1035 and RFC 1123, including the following technical and syntax requirements:

- a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) The SLD does not begin or end with a hyphen;
- c) IDNs must be in the languages the Registry currently offers and supports as specified on the Registry Website;
- d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 3.3.3(c) above;
- e) The SLD cannot exceed 63 characters; and
- f) The SLD must contain at least one character.

3.4 Sunrise Registration Authentication

The following process will apply to Sunrise Applications:

- a) SMD Files submitted with Applications for Sunrise Registrations will be validated by the Registry as authentic.
- b) Sunrise Applications missing or containing an invalid SMD File will be rejected by the Registry.
- c) Sunrise Applications meeting Sunrise Registration eligibility criteria described herein and in accordance with Registry Policies will only become active Domain Names during the Rest Period noted in the Timeline following Sunrise.
- d) Sunrise Applications remain subject to review by the Registry in accordance with Registry Policies, and will only be registered in accordance with ICANN Requirements and the Registry-Registrar Agreement.
- e) If more than one Sunrise Application is received meeting the eligibility criteria described herein for the same Domain Name during Sunrise, all such Applications will be submitted to the Auction Provider, who will notify the Registry of the winner of the auction in accordance with then-published Auction Rules.
- f) Domain Names awarded to successful Sunrise Applicants will resolve when activated by the Registry typically within seven (7) days of notification by the Auction Provider.

3.5 Registrar Representations and Warranties

By submitting Sunrise Applications to the Registry, or when modifying any Sunrise Registration, the Registrar represents and warrants that the Sunrise Applicant or Registrant, as the case may be, has acknowledged that:

- a) The Sunrise Application or Sunrise Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b) It will participate in good faith in any proceedings described in these Terms and Conditions or the Registry-Registrar Agreement;
- c) The Registry or its agents are authorized to share information--to the TMCH, other Sunrise Applicants, or the general public--relating to Applicant's Sunrise Application;
- d) The Sunrise Applicant or Registrant is not a Restricted Person; and
- e) The Sunrise Applicant or Registrant accepts and will abide by the Registry Policies.

3.6 The Registry's Rights regarding Sunrise Applications

The Registrar acknowledges and agrees, and represents and warrants that Sunrise Applicants and Registrants have expressly acknowledged and accepted, that the Registry will be entitled, but not obligated, to reject a Sunrise Application or Sunrise Registration, or to delete, revoke, cancel or transfer a Sunrise Registration:

- a) To enforce Registry Policies and ICANN Requirements, each as amended from time to time;
- b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;
- c) To protect the integrity and stability of the SRS or the operation or management of the Registry;
- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

- f) To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- g) If the Registry receives notice that the SMD File is under dispute; or
- h) As otherwise provided in these Terms and Conditions and the Registry-Registrar Agreement.

3.7 Sunrise Registration Period

Each Sunrise Application incurs a Sunrise Participation Fee. Sunrise Registrations must 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 Sunrise Registration is created by the Registry. Unless otherwise terminated, such Sunrise Registration will expire on the same day of the month within which the Registration was created unless it was created on February 29, in which case it will expire on March 1. Unless otherwise indicated to the Registry by the Registrar, the default Registration period is one year.

3.8 Sunrise Notification

- a) The Registry may publish all or any portion of a pending Sunrise Application (e.g., via WHOIS).
- b) The Registry will notify all Registrars sponsoring Sunrise Applications applying for the same Domain Name of pending Auctions for such Sunrise Applications.
- c) Registrars receiving notice of a pending Auction must pass on such notice to their Sunrise Applicants.
- d) At the conclusion of an Auction for a Domain Name, the sponsoring Registrar for a Sunrise Application in an Auction will either receive a poll message informing it that its sponsored Application:
 - a. Prevailed in the Auction, that the Domain Name has been awarded to the sponsored Applicant, and that such Domain Name is active; or
 - b. Lost in the Auction.
- e) The Registry will notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been activated.

3.9 Payment to the Registry

The Registry will not process a Sunrise Registration unless the Registry has validated the SMD File with the TMCH and:

- a) The Registry has received from the Registrar all applicable fees, including the Sunrise Participation Fee; or

- b) The Registry, in its sole discretion, has reasonable assurance of payment.

4.0 Early Access

4.1 Scope and Applicability

During the Early Access Program, Registrars may purchase Available Domain Names by paying an Early Access Fee for each Domain Name. Applications during Early Access may be submitted for any available Domain Names. Unless otherwise stated, all rules, process and procedures for Applications and Registrations apply to the Early Access Program.

4.2 Early Access Program Registrations

The cost to register a Domain Name during the Early Access Program is comprised of the Registration Fee plus the Early Access Program Fee. Registration Fees during the Early Access Program may vary based on the categorization of the Domain Names (i.e., Name Rating). Early Access Program Fees are set by the Registry and will typically descend each subsequent day during the Early Access Program.

Please note: If a Domain Name is registered during the Early Access Program and later deleted during the Add Grace Period the Registration Fee will be refunded but the Early Access Program Fee will not be refunded.

4.3 Eligibility

Only Registrars with Identity Digital Full Access may submit Applications for Registration during the Early Access Program.

4.4 Allocation

Registrations during the Early Access Program will be allocated on a first-come, first-served basis. Domain Names awarded to successful Applicants during the Early Access Program will be permitted to resolve upon Registration.

5.0 Name Ratings

5.1 Scope and Applicability

The Registry has categorized its Domain Names into pre-defined price tiers called Name Ratings. Only Identity Digital Full Access Registrars may sponsor Applications for Premium Names. Unless otherwise stated, all rules, processes and procedures for Applications and Registrations apply to Name Ratings.

5.2 Name Rating Registrations

Subject to the terms and conditions of the Registry-Registrar Agreement, Registration fees for Name Ratings will vary based on the Registry's pricing of the Premium Name and will be

communicated to the Registrar. Prices will span over several static Name Rating categories, with each category rated from the highest Premium Name of “AAAA” to a lower category such as “CCCC”. The Registry may at any time and with thirty (30) days’ notice to Registrar (a) change the Name Rating category for any unregistered Domain Name, including between Reserved Domain Name and Available Domain Name statuses, and (b) add a new, or remove an existing Name Rating category. Registrars that do not have Identity Digital Full Access will receive a failure response via SRS for attempts to register or manage Premium Domain Names.

6.0 DPML

Please see the DPML Terms and Conditions attached as [Schedule 4](#) for the terms of use, rules, processes, and procedures governing DPML Blocks for all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect.

7.0 Preventing Abuse

7.1 Rights Reserved.

The Registry reserves the right to review Registrant Information and DPML Block holder information to verify contact information. It is the responsibility of the Registrar to ensure that, if an approved privacy or proxy service is used, the Registrant holding the Registration or DPML Block has provided truthful and complete credentials to their Registrar or DPML Reseller, as the case may be. Registrars must also ensure that Applicants have agreed to participate in and abide by any determinations made as part the Registry’s dispute resolution procedures, including without limitation the AUP, the URS, and the UDRP.

In addition to the other requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions stating that, where an SLD corresponds with a two-character country-code TLD (“ccTLD”), Registrants of such SLDs have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.

Registrars, Applicants or Registrants found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at the Registry’s sole discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Identity Digital registry, including the Registry.

7.2 EPP Access

The Registry’s primary EPP Service (epp.donuts.co) does not support “DropCatching” or Bulk Expiring Domain Traffic as part of a Registrars default account bandwidth. The Registry defines Bulk Expiring Domain Traffic as any traffic from a single Registrar account in excess of one thousand (1,000) failed domain create transactions per any 24-hour period. To ensure the security, stability and proper functioning of the SRS, if a Registrar is engaged in Bulk Expiring

Domain Traffic then the Registry has the authority and ability to throttle or suspend in whole the violating Registrar's access to the EPP Service (a "Bandwidth Throttle"). The Registry will notify the Registrar in writing of a Bandwidth Throttle to the primary account contact information on file. A Bandwidth Throttle will remain in place until the violating Registrar makes a request for bandwidth reversion to the Registry at techsupport@identity.digital. Requests to reinstate standard bandwidth thresholds must include confirmation that the Registrar will not continue to engage in Bulk Expiring Domain Traffic. The Registry has full discretion to end a Bandwidth Throttle and reinstate Registrar's full access to the primary EPP Service. Note that the Registry does offer Dropzone, please see Section 1.5.6 for details.

8.0 Miscellaneous

8.1 Amendments; Severability

The Registry may amend or update these Terms and Conditions from time to time and in the manner provided in Section 3.5.2 of the Registry-Registrar Agreement. The Registry may furthermore issue interpretive guidelines on the Registry Website regarding these Terms and Conditions. To the extent there is a conflict between these Terms and Conditions and any interpretive guidelines, the interpretive guidelines will control.

If any part of these Terms and Conditions is found invalid or unenforceable for any reason, the remainder of these Terms and Conditions will be valid and enforceable as if such provision was not included therein. The invalid provision will be substituted for any such provision in these Terms and Conditions that, to the extent legally possible, comes nearest to the sense and purpose of these Terms and Conditions.

8.2 Limitation of Liability

To the extent permitted under governing law, the Registry will only be liable in cases of proven willful misconduct or gross negligence. In no event will the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to Registrations, DPML Blocks, or use of the SRS or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of information from the TMCH.

To the extent permitted under governing law, the Registry's aggregate liability for damages will in any case be limited to the amounts specified in the Registry-Registrar Agreement. The Registrar agrees, and represents and warrants that the Applicant has agreed, that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Registrar in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Registrar agrees, and represents and warrants that each Applicant has further agreed, to submit to a binding arbitration for disputes arising from these Terms and Conditions and related to the allocation of Domain Name.

The Registrar agrees, and represents and warrants that Applicants for Registrations or DPML Blocks, and SLD Registrants, have agreed to hold the Registry harmless from claims filed or disputes initiated by third parties, and that each will compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against the Registry on the grounds that the Applications for or the Registration, DPML Block, or use of the SLD by the Applicant infringes the rights of a third party.

For the purposes of this Section, the term “Registry” will also refer to its stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

8.3 Confidentiality

The Registrar will, and cause its agents and representatives to, safeguard all Confidential Information of the Registry or the Registry’s contracted parties, including without limitation the contents of these Terms and Conditions, but in no event less than the degree of care the Registrar uses for its own confidential or proprietary information of similar import. In addition, the Registrar will restrict access to such Confidential Information to those of its agents or representatives who reasonably have a need to know such Confidential Information. The Registrar will not use the Confidential Information of the Registry or the Registry’s contracted parties, except for purposes related to the performance of its obligations under these Terms and Conditions, Registry Policies, and the Registry-Registrar Agreement.

8.4 Determinations Final

The determinations of the Registry and the TMCH regarding any Applications, DPML Applications, Registrations, DPML Blocks, or dispute resolution proceedings will be final and non-appealable; provided, however, that such determination will not affect rights Registrars may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

8.5 No Agreement

The Registry and its affiliates (including Identity Digital), and their respective, managers, directors, employees, contractors and agents (including the TMCH and the Auction Provider) are not a party to any agreement between a Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such applicants or Registrants.

8.6 Registry-Registrar Agreement Governs

These Terms and Conditions are subject to the terms of the Registry-Registrar Agreement, which are hereby incorporated by reference. To the extent that there is a conflict between these Terms and Conditions and the Registry-Registrar Agreement, the terms and provisions of the Registry-Registrar Agreement will govern.

9.0 Certification

It is Registrar's sole responsibility that each Application or DPML Application includes such entrant's certification, representation, and warranty that it is compliant with the relevant terms of these Terms and Conditions and Registry Policies, including without limitation the requirements set out in the following Sections of these Terms and Conditions:

- 2.2 Registrar Representations and Warranties
- 2.3 The Registry's Rights regarding Applications
- 2.5 Notification
- 3.5 Registrar Representations and Warranties
- 3.6 The Registry's Rights regarding Sunrise Applications
- 3.8 Sunrise Notification
- 7.0 Preventing Abuse
- 8.5 No Agreement

Schedule 4:

- 1.4 Registrar Representations and Warranties
- 1.5 Identity Digital's Rights regarding DPML Applications
- 1.7 Notification

Please note: Failure to include the applicable representations and warranties in Registrar's agreement with Applicants and Registrants constitutes a material breach of these Terms and Conditions and Registry Policies, which may result in, among other things, transfer of Registrar's sponsored Registrations and DPML Blocks to another eligible Registrar.

SCHEDULE 1

TLDs

Binky Moon, LLC

academy
accountants
agency
apartments
associates
bargains
bike
bingo
boutique
builders
business
cab
cafe
camera
camp
capital
cards
care
careers
cash
casino
catering
center
chat
cheap
church
city
claims
cleaning
clinic
clothing
coach
codes
coffee

community
company
computer
condos
construction
contractors
cool
coupons
credit
creditcard
cruises
dating
deals
delivery
dental
diamonds
digital
direct
directory
discount
doctor
dog
domains
education
email
energy
engineering
enterprises
equipment
estate
events
exchange
expert
exposed

express
fail
farm
finance
financial
fish
fitness
flights
florist
football
fund
furniture
fyi
gallery
gifts
glass
gmbh
gold
golf
graphics
gratis
gripe
group
guide
guru
healthcare
hockey
holdings
holiday
hospital
house
immo
industries
institute

[Schedule 1: TLDs]

insure
international
investments
irish
jetzt
jewelry
kitchen
land
lease
legal
life
lighting
limited
limo
loans
ltd
maison
management
marketing
mba
media
money
movie
network
partners
parts
photography
photos
pictures
pizza
place
plumbing

plus
productions
properties
recipes
reise
reisen
rentals
repair
report
restaurant
run
salon
sarl
school
schule
services
shoes
shopping
show
singles
soccer
solar
solutions
style
supplies
supply
support
surgery
systems
tax
taxi
team

technology
tennis
theater
tienda
tips
tires
today
tools
tours
town
toys
training
university
vacations
ventures
viajes
villas
vin
vision
voyage
watch
wine
works
world
wtf
zone
企业 (enterprises) xn--vhquv
商店 (shop/store) xn--czrs0t
娱乐 (entertainment) xn--fjq720a
游戏 (games) xn--unup4y

Dog Beach, LLC

actor
airforce
army
attorney
auction
band
broker
consulting
contact
dance
degree
democrat
dentist
engineer
family
fan
forex

forsale
futbol
games
haus
immobilien
kaufen
lawyer
live
market
markets
memorial
moda
mortgage
navy
news
ninja
observer

pub
realty
rehab
republican
reviews
rip
rocks
sale
social
software
studio
trading
travel
vet
video

Afilias Limited

archi
bet
bio
black
blue
green
info
kim
lgbt
llc
lotto
mobi
organic
pet
pink
poker
pro
promo
red
shiksha
ski
watches
移动 (mobile) xn-- 6frz82g

Dot Global Domain Registry Ltd.

global

Monolith Registry LLC

vote
voto

Global Website TLD Asia Limited

网站 (web) xn-- 5tzm5g

SCHEDULE 2

TLD-Specific Provisions

As a Registry Operator, the Registry is required to perform specific public interest commitments in connection with its operation of its TLDs. This Schedule 2 summarizes the public interest commitments associated with regulated and highly-regulated TLDs operated by Identity Digital's registries, as required by the Governmental Advisory Committee's 2013 [Beijing Communiqué](#). For a list of all public interest commitments associated with a particular TLD, please refer to Specification 11 of the Registry Agreement for the particular TLD.

Regulated TLDs: .accountants, .archi, .associates, .band, .bio, .broker, .capital, .care, .cash, .city, .claims, .clinic, .credit, .degree, .dental, .digital, .discount, .engineer, .engineering, .exchange, .fan, .finance, .financial, .fitness, .forex, .fund, .games, .gratis, .green, .healthcare, .insure, .investments, .lease, .legal, .limited, .loans, .market, .markets, .mba, .media, .money, .mortgage, .movie, .news, .organic, .pictures, .realty, .rehab, .reise, .reisen, .rip, .sale, .school, .schule, .show, .software, .tax, .theater, .tours, .town, .toys, .trading, .vet, .video (collectively, the "Regulated TLDs").

Safeguards for Regulated TLDs: In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. To comply with all applicable laws, including those that relate to 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;
2. Receive notification from Registrars at the time of registration of the requirements to comply with all applicable laws; and
3. Who collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Highly-Regulated TLDs: .attorney, .bet, .bingo, .casino, .catering, .creditcard, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .lawyer, .llc, .lotto, .ltd, .poker, .sarl, .surgery, .university, and .wtf(collectively, the "Highly-regulated TLDs")

Additional requirements for the Highly-Regulated TLDs: In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. To comply with the provisions listed in 1-3 of the Safeguards to Regulated TLDs listed above;
2. To provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;

3. To represent that Registrant possesses any necessary authorizations, charters, licenses and/or related credentials for participation in the sector associated with the TLD string; and
4. To report any material changes to the validity of the Registrant's authorizations, charters, license and/or other related credentials for participation in the sector associated with the Registry TLD string in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

Inherently Governmental Functions Identity Digital TLDs: .airforce, .army and .navy.

Additional Requirements for the TLDs Inherently Governmental Functions Identity Digital TLDs:

In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. To comply with the provisions listed in 1-4 of the Additional requirements for the Highly-Regulated TLDs listed above; and
2. To represent that Registrant will take reasonable steps to avoid misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces, if such affiliation, sponsorship or endorsement does not exist.

Additional requirements for .ARCHI: Registrations in .ARCHI are meant for all verifiable participants in the architecture scene. Registrants of .ARCHI domains should acknowledge prior to Registration that they meet at least one of the following criteria:

1. Architect member of the International Union of Architects ("**UIA**"); or
2. Architecture firm that employs one or more architects members of the UIA; or
3. Company or associations that employs one or more architects members of the UIA; or
4. Being included in a list of architecture schools, museums, professional press/media, defined by the .ARCHI Policy Advisory Committee in collaboration with UIA and its member associations.

Additional requirements for .TRAVEL: Registrations in .TRAVEL are meant for all people or businesses engaged in all things travel related. Registrants of .TRAVEL domains should acknowledge prior to Registration that they are engaged in or plan to engage in activities related to travel.

SCHEDULE 3

Fees

Please find the most up-to-date pricing table in the Registrar Portal.

SCHEDULE 4

DPML Terms and Conditions

Will be provided at registrar's request.