

## **EXHIBIT A – Policies**

### **Policies for .GAY TLD**

**January 3, 2020**

Top Level Design LLC (“the Registry”) supports open, unrestricted Top Level Domains in the interest of the free flow of information and ideas over the Internet.

It is the Registry’s mission for .GAY to provide safer space for people that identify as gay to celebrate and connect. In the interest of the unique potential of .GAY and the prospect of it improving the lives of LGBTQ identifying people, there are unique policies covered in this Policy.

To summarize:

- The .GAY Donation Program: 20% of the Registry’s registration revenue will be donated to recognised charities focused on LGBTQ advocacy and activism. The Registry’s website will be frequently updated with sums donated to date, current charities, as well as an annual report of giving.
- .GAY Rights Protections: Additional content measures will be in place to ward off hate speech, cyberbullying, and usage of .gay to harass or malign gay people or groups. Reporting will be done through a Registry email address and may involve third-party evaluation and adjudication. The current version of the policy and the process shall be published on Registry’s Website. In responding to confirmed violations of this policy, the Registry may intervene with server-holder other appropriate remedies immediately or following notice to the content controllers, which may include Registrar.
- Registrar(s) will be required to communicate both the .GAY Donation Program and the unique .GAY Rights Protections to all potential .GAY registrants, either during the search, check-out, or registration process of a .GAY domain name. The Registry shall provide suggested language and publish implementation guidelines to be followed at the registrar’s discretion.

In addition to these policies, the Registry’s Sunrise policies, detailed below, go above and beyond domain industry precedent. Through multiple phases, a given brand or mark holder can ensure they have the .GAY domains needed to launch sites in .GAY, protect their intellectual property, and signal support for LGBTQ people and causes.

### **1. General**

#### **1.1 Scope**

This document summarizes the processes, procedures, and rules applicable to registration of a name in the .GAY TLD.

## 1.2 Launch Timeline

The periods listed below are subject to change. Specific dates for .GAY will be found on the CentralNic Registrar Console.

See relevant sections below for specific details on each phase of the launch.

- Sunrise – approximately 50 days (“Start Date Sunrise”)
- Sunrise II – approximately 30 days
- Quiet Period
- General Availability
  - A domain registration during the first week (7 days) of General Availability is subject to an Early Access Program (EAP) fee, where a variable fee will be charged depending on the day of registration. All fees are found on the CentralNic Registrar Console and in Exhibit B.

## 1.3 Term

.GAY 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 Registry accepts the Registration Application submitted by the Accredited Registrar. All Registration Applications 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 Registered Name.

## 1.4 Payment to the Registry

The Registry will perform automatic renewals upon expiration. Unless the Registered Name is explicitly deleted during the auto-renew grace period, the Registry will automatically charge the applicable Accredited Registrar account with the renewal amount.

If the Registry does not receive payment within a specified amount of time, the Registry may halt the Registrar from any further registrations and consider revoking the Registrar’s accreditation with the Registry. Breaches of Billing and Payment Terms by an Accredited Registrar will be handled on a case-by-case basis. The Registry will not accept a Registration Application and will not renew a Registered Name at the end of the applicable Term unless it

has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Application or names that result in a registration will be released in accordance with Registry Policies and ICANN Requirements.

Payment of any fees due, for which the Applicant of the Registrant is solely liable, must be made to the Registry via a 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 application for registration.

If the Registrant has paid the Registrar for the registration of a domain name 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 policies.

## 1.5 Reserved Names

RO has reserved certain names from registration in the .GAY TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD Names, which may be modified by ICANN from time to time.

RO 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.

Names may also be temporarily unavailable such as those that are still pending, in process, or unavailable due to launch phase processing, i.e., Sunrise Registration.

## 2. Security Threats and Anti-Abuse Management

2.1 To protect against cyber security threats, domain name abuse and to protect the integrity, security and stability of the domain name system the Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or similar status, as it deems necessary, at its sole discretion and without notice. The following threats constitute abuse which may result in the Registry invoking its rights to take any of the aforementioned actions:

2.1.1 any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);

2.1.2 any form of botnets,

2.1.3 spam

#### 2.1.4. using any domain to

- a) distribute any content or use of the domain name that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- b) interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
- c) relay email from a third party's mail servers without the permission of that third party.
- d) use "robots" or otherwise harvest other's email addresses from the site for purposes of sending unsolicited or unauthorized material.
- e) distribute malware, operate botnets, or perform phishing,

2.2 The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or similar status, as it deems necessary, at its sole discretion and without notice to comply with RO policies, specifications of any industry group or recognized authority on Internet stability (i.e., RFCs); or

2.2.1 to comply with any applicable court orders issued by a court of competent jurisdiction, or dispute resolution proceedings in respect of such security threats, cyber threats or domain name abuse; or

2.2.2 to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers; or

2.2.3 to enforce the terms of the Registration Agreement; or

2.2.4 to comply with the Acceptable Use Policy below section 3.

### **3. Acceptable Use Policy**

3.1 This Acceptable Use Policy ("AUP") governs the use of registrants or users of .GAY domain names and add-on Registry services. This policy is intended to provide integrity and security of domain name services and is not a mechanism to resolve disputes between third parties and .GAY registrants. The Registry reserves the right to modify the AUP subject to sixty (60) advanced days' notice and is not required to update Registrants directly.

3.2 The Registry is trusted to supply an unbiased platform and support the free flow of information across the Internet. As such, the Registry does not monitor or exercise control over the content of any site or message using .GAY domain names.

3.3 The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or similar status, as it deems necessary, at its sole discretion and without notice:

- 3.3.1 to comply with any applicable court orders issued by a court of competent jurisdiction of applicable dispute resolution mechanism, e.g. URS and UDPR; or
- 3.3.2 to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers; or
- 3.3.3 to enforce the terms of the Registration Agreement or otherwise comply with ICANN policies; or
- 3.3.4 to correct mistakes made by the Registry or any registrar in connection with the domain name registration, or
- 3.3.5 for the non-payment of any fees owed; or
- 3.3.6 for violation of RO policies.

3.4 Registry may take such action where it becomes aware that domain names are being used for illegal purposes including but not limited to:

- 3.4.1 harming minors in any way, including the distribution of child pornographic images; or
- 3.4.2 impersonate any person or entity, including, but not limited to, an official, forum leader, guide or host, or falsely state or otherwise misrepresent its affiliation with a person or entity;
- 3.4.3 use a domain name for activity comprising or contributing to piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other illegal activity.

3.5 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

3.6 If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

3.7 In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right in cooperation with the sponsoring registrar to cancel or transfer such domain name registration and take further action against the Registrant.

3.8 All .GAY domain names are subject to ICANN’s policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as interpreted and enforced by courts of law.

3.9 Registry reserves the right to take any action to uphold, enforce and comply with its policies then in effect, including the .GAY Rights Protection Policy. (See section 4)

3.10 This AUP is to assist registrants in the lawful use of their domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a .GAY domain name.

#### **4. .GAY Rights Protection Policy**

4.1 The “.GAY Rights Protections Policy” is intended to establish .GAY as a gay-friendly internet space. This Policy exists to discourage homophobic, anti-LGBTQ usage and provide specific takedown opportunities for domains that intentionally use .GAY to malign or harm LGBTQ individuals or groups. The Registry does not actively monitor content hosted on .GAY domains for compliance but shall accept and investigate violation complaints in accordance with this policy.

4.2 The Registry Website will be updated from time to time to reflect the current method to file complaints. The Registry reserves the right to refer cases to partner organizations for external adjudication.

4.3 Pursuant to this policy the Registry may suspend, place on server hold, revoke, or cancel registrations at its sole discretion. The Registry may request content to be removed by Registrant via the sponsoring registrar or web host.

4.4 The following behaviors are expressly prohibited on .GAY domains:

- 4.4.1 Inciting or promoting violence against LGBTQ persons; or
- 4.4.2 Bullying, engaging in cyber bullying or inciting others to bully; or
- 4.4.3 Harassing, or encouraging others to harass or harm others; or
- 4.4.4 Stalking; or
- 4.4.5 Abusive intent to cause fear or threaten violence; or
- 4.4.6 Hate speech; or
- 4.4.7 Any other activity intended to organize, coordinate, or otherwise enable any of the above.

4.5 Registrations are prohibited to parties that are, or are associated with, recognized hate groups.

4.6 .GAY domains with forum websites must have enforcement policies and capabilities to respond to contributor behavior that violates any of the above prohibitions.

4.7 The Registry reserves the right not to respond to claims made in bad faith.

4.8 The Registry is not responsible for and does not actively monitor Registrants' content, and therefore, cannot guarantee that .GAY sites will be free from content that violates its policies. Failure to enforce this policy or respond to a complaint does not constitute a waiver of our right to enforce it; nor does this policy create any obligations to users or any third-party beneficiary rights or private rights of action.

## **5. Sunrise Policy (Applicable to both SUNRISE I AND SUNRISE II)**

5.1 The Registry wishes to provide all rights holders the opportunity to have priority access to .GAY domain names with an extended sunrise period and two phases for trademark and service mark holders. All brands are encouraged to participate in the sunrise phase, whether such rights holders wish to register for use or future use, hold defensive registrations, and/or to embrace the opportunities and benefits of association of their trademarks with .GAY's historic launch and innovative policies.

### **5.2 Scope**

These provisions describe the processes, procedures, and rules for all sunrises for the Registry's top-level domains (TLDs). The Registry will hold an approximately (50) Day "Start Date" Sunrise as defined by ICANN: (<http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-30sep13-en.pdf>) called "Sunrise I", followed by an approximately thirty (30) day Limited Registration Period called "Sunrise II".

### **5.3 Eligibility**

To be eligible to submit an application for registration of a domain name during Sunrise I, an applicant must be the holder of a corresponding mark registered in the TMCH, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

To be eligible to submit an application for registration of a domain name during Sunrise II, an applicant must be the holder of a corresponding mark registered in an official national or international trademark registry, and the domain name sought must be identical or confusingly similar to said mark.

Sunrise registrations entail a unique registration price, available for one to ten years. A sunrise registration renews every year at that price. (see Exhibit B).

#### 5.4 Sunrise Benefits

Every Sunrise registration comes with the following:

5.4.1 At least a one (1) year registration of .GAY domain corresponding to the applicable TMCH entry (Sunrise I) or registered mark (Sunrise II)..

5.4.2 Automatic inclusion in the .GAY Donation Program, resulting in twenty percent (20%) of Registry's revenue derived from the initial registration being donated to LGBTQ charities at the conclusion of the applicable Sunrise phase.

5.4.3 Opt-In opportunity to have the sunrise domain name registration included in the Registry's global PR campaign.

5.4.4 Opt-In opportunity for Registry lock.

5.4.5 Additional Latin IDN Variant Bundle, which includes ten (10) confusingly similar strings utilizing the Latin IDN table as generated by Registry algorithm.

It is the responsibility of the sponsoring Registrar to confirm the choice of Sunrise benefits.

The Latin IDN Variant Bundle is generated via an algorithm and allocated at the conclusion of each Sunrise phase with corresponding tokens for the qualifying Sunrise Registrant to claim these ten domains for one year. Sunrise Registrants can request to alter their provided IDN variants via Registrar request. The Registrants have up to one (1) year to claim the names that shall be registered. One (1) year registration is included, and any names that are converted from a reserved status to a registration will renew at the General Availability price tier. All bundled Latin Variants will be reserved until or unless allocated by the Sunrise Registrant by claiming with the allocation token.

Registry Lock is available and included on the Sunrise registration via standard EPP connection.

#### 5.5 First-Come, First-Served

Start Date sunrises such as this one are first-come, first-served. There will be no overlapping of registration or application for the same domain name and consequently there will be no auctions to determine the right of registration.

#### 5.6 Certification / Liability



All applications for registration of a domain name during either Sunrise phase will be conditioned on the applicant's certification, representation, and warranty that the request is compliant with the all Sunrise requirements.

By submitting an application for registration of a domain name in either Sunrise phase, , applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of their registration application and/or the registration of a name in the .GAY TLD under this policy, and agree to indemnify and hold harmless the Registry Service Provider and Registry, including their executives, officers, affiliates, agents, and contractors, for any claims, causes of action, damages, or injuries resulting from the applicants' 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 application for and/or the registration of a name in the .GAY 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 the course of reviewing an application and registering a domain name.

## **5.7 Determinations**

The determinations of the Registry regarding the application for registration of any domain name shall be final and non-appealable; provided, however, that such determination will not affect any rights an applicant may have under ICANN policies, or Registry-provided dispute resolution procedures.

## **5.8 Dispute Policies**

Further details can be found in the separate, "Sunrise Dispute Resolution Policy," on the Registry Website (<https://toplevel.design/policy>) and on the CentralNic Registrar Console.

All applicants and 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, Uniform Rapid Suspension Policy, and the Sunrise Dispute Resolution Policy.

## **6. Additional Sunrise II Policies - Limited Registration Period for non-TMCH Brands**

In order to allow for and facilitate the registration of trade names, and trade and service marks which are not validated by the ICANN TMCH, the Registry will allow such rights holders to apply during this phase without an SMD file. Instead marks and trade names will be validated based upon the submission of evidence of ownership of a mark registered with one of the following recognized national and international trademark registries:

- WIPO
- USPTO
- UKIPO
- OHIM -EUIPO

Trademarks registered in other recognized national and international trademark registries will be reviewed for validation on a case by case basis and may or may not be approved for registration. The Registry requires the trademark certificate to be sent to CentralNic where it will be reviewed by its validation agents.

All applications for registration of domain names during the Sunrise II phase must be identical or confusingly similar to the registered mark as determined by Registry in its sole discretion considering the following:

- 1) Visual similarity to the registered mark;
- 2) Similarity of semantic meaning with the registered mark;
- 3) Acronym or abbreviation of the registered mark;
- 4) Strength of the registered mark;
- 5) The existence of any competing mark.

## **7. Quiet Period**

The registry may observe a quiet period following the conclusion of each Sunrise phase, where no new registration applications of any type are accepted. Generally speaking, the quiet period will facilitate a pause between the end of one phase and the commencement of the next

However, The SRS will not be closed as it will continue to support all the other domains that are active. Registrars will be able to create contacts and out-of-bailiwick nameservers for use during General Availability during quiet periods.

## **8. Registration & 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. All available domain names will be open to such registration.

A Registrar sponsoring an applicant can submit an application for registration of a domain name or may modify an application on behalf of the applicant.

The first week of General Availability will consist of an Early Access Program (EAP) where domain registrations will be subject to additional fees. More details including the fee schedule can be found on the CentralNic Registrar Console and in Exhibit B.

## 8.1 Registration Requirements

8.1.1 Names registered in .GAY (“SLDs”) may be comprised of at least one (1) character and maybe comprised of up to sixty-three (63) characters.

8.1.2 Names registered in .GAY may contain the twenty-six (26) letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot, ".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than sixty-three (63) characters and the total number of characters in a name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).

8.1.3 Two-character registrations (letter/letter two-character ASCII label) may not be used to misrepresent any government or ccTLD operator. This includes falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship, or endorsement does not exist.

8.1.4 Two hyphens may appear in the third and fourth positions in a label in a .GAY name only in accordance with ICANN and Registry policies and procedures for Internationalized Domain Names (IDNs).

8.1.5 IDNs are supported in the .GAY TLD. The Registry reserves the right to extend the list of supported IDNs in .GAY. The limitations on the length of individual labels and the total length of a name stated in Section 8.1.2, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation. A current list of IDN tables supported can be found at: [https://manage.centralnic.com/support/idn\\_tables](https://manage.centralnic.com/support/idn_tables)

8.1.6 If the domain is an Arabic IDN, labels must start with an Arabic letter.

8.1.7 If Arabic numbers are present in the label, no European numbers may be present, and vice versa.

8.1.8 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., [http://\*\*example\*\*](http://example), or [mail@\*\*example\*\*](mailto:example)). Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).

8.1.9 All names registered in .GAY are subject to the provisions of a contractually mandated Schedule of Reserved Names. The Reserved name includes ING/NGO Names, Country Codes, Country names and other ICANN-mandated reserved names. The status of these names as “reserved” may be altered in conjunction with ICANN.

8.1.10 Availability of names is also subject to Registry-reserved names, which are names reserved by the Registry for its use.

8.1.11 The Registry may withhold any quantity of names for inclusion in “Premium Names Lists” or other means of distribution at future determined time and rates.

8.1.12 The Registry may block names which are subject to additions and modifications from time to time. Blocked names are not available for registration. The blocked names include names blocked by ICANN.

8.1.13 Proxy Registrations are permitted.

8.1.14 Names protected by intellectual property rights or confusingly similar names to protected trademarks are not reserved or blocked by the Registry.

## 8.2 Registration Creation

The Registry will create or modify a domain name registration when:

8.2.1 The domain name meets the above criteria

8.2.2 The domain name and the information contained in the Registrar’s request meet the requirements in this Agreement.

8.2.3 The domain name is available.

8.2.4 The Registrar is Accredited by the Registry, in good standing, and not on temporary block for any reason, such as a block due to unpaid or outstanding payment.

## 8.3 Registrar Representations and Warranties

By submitting or modifying registrations with the Registry, the Registrar represents and warrants that the applicant of Registrant, as the case may be, has acknowledged that:

8.3.1. 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.

8.3.2 The applicant or Registrant shall participate in any proceedings commenced by or against the Applicant or Registrant as described in this Agreement.

8.3.3 The applicant or Registrant acknowledges and abides by all Registry policies.

## 8.4 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 shall be entitled, to but not obligated to reject any application or registration, and also delete, revoke, suspend, cancel, or transfer any Registered Name:

8.4.1 That violates any Registry Policies or ICANN requirements, both of which may be amended at any time.

8.4.2 That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements and/or Registry Policies.

8.4.3 To protect the integrity and stability of the Registry system or the operation or management of the Registry.

8.4.4 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, including those appointed by the Registry.

8.4.5 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, and contractors.

8.4.6 To correct mistakes made by the Registry or any registrar in connection with a Registered Name.

8.4.7 As otherwise provided in this Agreement.

## 8.5 Notification

It is not the obligation of the Registry to notify a Registrant in advance of the termination or expiration of a Registration. The Registry is entitled, but not obligated, to immediately suspend or cancel any Registered Name that is in breach of any portion of this Agreement, Registry Policies, or any other application law or regulation from ICANN or otherwise.

## 9. IP Claims Notification

The Registry will send IP Claims notifications in accordance with the ICANN and TMCH policies for a period of ninety (90) days commencing from the General Availability launch date of the TLD. In the event an applicant proceeds with a registration application, a notification is sent to the record holder of the TMCH entry. Such applicant will further be deemed on notice of the

intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such application in any subsequent dispute proceeding.

## **10. 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 (<https://toplevel.design/policy>)

## **11. Amendments**

This policy may be updated from time to time by the Registry. Changes will be published on the Registry Website and shall provide at least thirty (30) days' notice to the Registrar for any changes other than updates to addresses or ICANN temporary policies or changes of law.

