

# **.sbs Terms and Conditions for Domain Registration**

Version 1

Date 15 February 2018

## 1. Definitions

The following terms are used in these Terms of Service for domain registration in for domains under the Top Level Domain .sbs:

- 1.1. **Domain Name** - it consists of the name and string .sbs (example: nic.sbs) and represents an unique alphanumeric identifier via a standardized internet protocol for data transmission;
- 1.2. **Registry** - Shortdot SA with address 29 Boulevard Grande-Duchesse Charlotte L-1331 Luxembourg, and signatory of the registry agreement with ICANN for the TLD .sbs
- 1.3. **Registrar** - is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.
- 1.4. **Registrant** - A natural or legal person holding a limited, transferable and renewal exclusive right to use on a specific Domain Name;
- 1.5. **ICANN** - Internet Corporation for Assigned Names and Numbers
- 1.6. **IANA** - Internet Assigned Numbers Authority
- 1.7. **Blocked Domain Name** - A Domain Name that is not available cannot be registered because it does not meet the general terms and conditions or has been blocked in the sole discretion of the Registry.

## 2. Registration provisions

- 2.1. A Domain Name Registration provides the Registrant with a temporary, conditional, transferable and renewable exclusive license to use the respective Domain Name. The registration of a Domain Name may be withdrawn by the Registrant in the cases and by the order described in these Terms and Conditions including to comply with applicable Dispute Resolution Procedures.
- 2.2. Domain Name Registration is not anonymous. When submitting a registration request, Applicants shall indicate all the data required in the application form and declare their completeness, accuracy and veracity. When establishing that a Registrant has indicated incomplete, inaccurate or unreliable data, the registration of the respective Domain Name may be declined, suspended, deleted or cancelled.
- 2.3. The Registry performs its activities in a fair and non-discriminatory manner and in accordance with internationally recognized good practices, including:
  - 2.3.1. Ensuring stability and security of the registry and the internet
  - 2.3.3. acting within the code of conduct in the treatment of registrars
  - 2.3.4. providing access to registrars procedure for requesting and registering Domain Names.

2.3.5. Assistance against illegal and unscrupulous registration and use of Domain Names.

### 3. Registration of Domain Names

3.1. Registrants of Domain Names may be by private persons or legal persons.

3.2. The selected name must meet the following technical requirements:

3.2.1. To be composed only of the letters of the current Latin alphabet (from "a" to "z"), the digits 0 to 9 and / or the "-" sign (minus sign).

3.2.2. The minimum length of the Name is two (2) characters and the maximum is sixty-three (63).

3.2.3. The first and last character must be a letter or a number.

3.2.4. The third and fourth characters cannot be both a dash (minus "-") sign.

3.3. The minimum term for Domain Name registration is one (1) year minimum term and Domain Names may be registered for multiple yearly terms up to a maximum of ten (10) years.

3.4. Requests for Domain Name Registration are processed in the order of their receipt (according to the "first come, first served" principle). Registration of a Domain Name may be denied in such instances:

3.4.1. When the selected Domain Name does not meet the technical requirements set out in paragraph 3.2.

3.4.2. When declaring Domain Names of the types mentioned in paragraph 3.5. and 3.6. without permission from the Registry.

3.4.3. When, at the discretion of the Registry, the selected Domain Name conflicts with the law, good faith or good morals.

3.5. Domain names that are reserved for official use by the registry are:

3.5.1. Such names as mandated by ICANN for technical uses: nic, www, rdds, example and whois

3.5.2. Registry reserves the right to reserve or withhold from registration any Domain Names in its sole discretion.

3.5.3 In addition the Registry may register and use up to 100 Domain Names.

3.6. Certain Domain Names are reserved by the Registry under ICANN requirements of Specification 5 as amended by ICANN and related policy from time to time.

3.6.1 This includes: such IGO and INGO identifiers that relate to the IOC, the Red Cross and the Red Crescent Movement and IGOs, including the new requirements for IGOs, the IOC and the RCRC.

3.6.2 The Registry reserves its rights to release such two letter names provided always the registrant must represent that its registration and use of the name will not misrepresent or falsely imply that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or affiliation or endorsement does not exist.

3.6.3 The Registry further agrees to take such reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two character ACSCII Domain Names. In responding to such reports the Registry will not be required to take any action in contravention of applicable laws.

3.6.4 The registry may release for registration country and territory names provided that the registry has reached agreement with the applicable government for the release of a particular country or territory name or that the GAC database shows a country or territory that “waives its right to authorize the release of country or territory names|” as linked to from ICANN policy at <https://www.icann.org/resources/country-territory-names>

#### 4. Domain Name Registrations

4.1. Registrants must perform Domain Name registration and renewals in accordance with ICANN's policies. Requests are accepted by registrars via the control panel or EPP protocol.

4.1.1. The registration of any domain name may be renewed at any time before the expiration of its registration for an additional period of one (1) to ten (10) years, but no more than ten (10) years in the future.

#### 4.2. Transferring Domain Names

4.2.1. A Registrant may change the Registrar of its domain name by submitting a request to transfer the domain name to another Registrar, in accordance with ICANN's rules and transfer policies.

4.2.2. The Registrant may amend or change the contact details of the Domain Name, or transfer to another person, in accordance with ICANN's policies.

#### 5. Termination of Domain Name Registration

5.1. Domain names are deleted from the database of the Registry in the following cases:

5.1.1. Upon expiration of the registration term.

5.1.2. In the event that registered Domain Name does not comply with these Terms and Conditions and the applicable ICANN Policies, or the Registrant has violated the Registry policies. Domain names may also be suspended, deleted or cancelled to

comply with these Terms and Conditions or to comply with:

5.1.3. A decision of UDRP/URS case, a court decision or an out-of-court settlement.

5.1.4. A Domain Name cancellation request to the Registrar.

5.1.5 A failure to consent to necessary personal data processing required by the Registrar or Registry, but not for withdrawal of consent for other unnecessary purposes such as marketing by Registrar.

5.1.6. Data accuracy requirements and in the event that the contact details provided by the registrant are not accurate, or when the registrant fails to update them after a notification from the registry or the registrar.

## 6. Obligations of the Registrant

6.1. When submitting a request for registration, change or renewal of a Domain Name registration, the Registrant must:

6.1.1. declare that the data submitted is accurate, complete and up-to-date, and agrees to notify timely of any changes by notification to the Registrar.

6.1.2. declare that it does not register, modify or renew the registration of a domain name for any illegal purposes

6.1.3. ensure that the registration, modification or renewal of the Domain Name registration will not violate or affect the rights of any third party;

6.1.4 use the Domain Name in a way that does not violate the rights of third parties, the applicable laws and/or undertake not to use the domain name in bad faith or for unlawful purposes.

6.1.5. agree to participate in Dispute Resolution Procedures and to be bound by the decisions made in such proceedings

6.1.6 comply with Anti abuse and Acceptable Use Policies; and

6.1.7. comply with these Terms and Conditions and any applicable ICANN policies, including the Uniform Domain Name Dispute Resolution Policy (“UDRP”) and the Uniform Rapid Suspension Policy and URS Procedure (“URS”).

6.2. The Registrant will protect and indemnify the Registry and its officers, shareholders and stakeholders against any claims and all claims of third parties in connection with a registered Domain Name. The Registry is not responsible for damages to third parties related to the registration and / or use of a registered Domain Name by the Registrant.

## **7 Anti-Abuse and Acceptable Use Policy**

7.1 All .sbs names are subject to this Anti-Abuse and Acceptable Use Policy. The Registry may modify this Policy from time to time in its sole discretion.

7.2 In support of the Registry’s aim of protecting both rights holders and consumers, a .sbs domain name may not be used to:

a) Sell fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other counterfeit products;

b) transmit or redirect to misleading information concerning its relationship

with a source of goods and services;

c) breach consumer protection regulations; or

d) impersonate others.

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

7.3.1 to protect the integrity, security, and stability of the domain name system;

7.3.2 to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;

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

7.3.4 to comply with the Terms and Conditions;

7.3.5 to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);

7.3.6 to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);

7.3.7 to correct mistakes made by the Registry or any registrar in connection with the domain name registration;

7.3.8 for non-compliance with the terms of the Qualified Launch Program or the Community Priority Period (a Limited Registration Period), or,

7.3.9 for non-payment of any fees owed.

7.4 The following activities are prohibited, and constitute registration abuse which may, if identified result in cancelling, suspending, transferring and/or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to:

a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any content that in Registry's sole discretion is considered, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. Not impersonate, or attempt to impersonate, any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c. Not harm minors in any way; not abuse children or transmit child abuse material;

- d. Not distribute malware; or operate botnets;
- e. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;
- f. Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;
- g. Not transmit any content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- h. Not transmit any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- i. Not transmit any unsolicited or unauthorised advertising including, but not limited to, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming"
- j. Not transmit any content 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;
- k. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
- l. Not relay email, or any form or part of electronic communications, from a third party's mail servers without the permission of that third party
- m. Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorised material;
- n. Not upload, post, email, or transmit the same message, URL, or text, including linked files, multiple times;
- o. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law;
- p. Not engage, or attempt to engage, in spoofing
- q. Not "stalk" or otherwise harass another, or engage in cyber bullying
- r. Not sell counterfeit or unauthorised goods or commit fraud
- s. Not engage in typo-squatting or cyber-squatting.
- t. Not allow their systems and services to be compromised in such a way as to allow a third party to engage in any of the activities that would be deemed to be in breach of this Policy.

- 7.5 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, data protection, 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.
- 7.6 If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.
- 7.7 In the event that a Registrant has registered a domain name that infringes the rights of another, 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.
- 7.8 All .sbs domain names are subject to ICANN's policies (as amended from time to time), including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.
- 7.9 These Terms and Conditions do not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name.
- 7.10 A Registrant may not operate third level registries, or sell, license or lease subdomains, unless it has received express written permission of Registry to do so. For the avoidance of doubt, all Terms and Conditions herein apply in full force to any subdomains howsoever created. If you wish to enquire about such use please contact [registry@sales@nic.sbs](mailto:registry@sales@nic.sbs)
- 7.11 This Policy does not give rise to any rights of compensation or claims against Registry
- 7.12 Victims of counterfeits, misrepresentation or any breaches or infringements of Anti-Abuse and Acceptable Use Policies herein are encouraged to contact Registry with specific complaint(s) at [abuse@oneregistry.co](mailto:abuse@oneregistry.co) in order that Registry may investigate the matter. Registry does not guarantee a reply or that any action will be taken. If Registry in its sole discretion finds that any of the Terms and Conditions herein have been breached then Registry may suspend, lock or cancel the Registration without notice.
- 7.13 Compliance with all laws. Registry must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such Registry reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

## 8. Registrars

- 8.1. All Registrars have the same rights and obligations as described in the Registry Accreditation Agreement. These Terms and Conditions are incorporated by reference

therein.

8.2. The Registry accepts applications for registration, modification or renewal of a Domain Name only by ICANN accredited Registrars with whom a contract has been concluded. Each Registrar determines independently the registration and renewal retail prices of Domain Names.

## 9. Protection of personal data

9.1. With the acceptance of these Terms and Conditions, the Registrant agrees that its data will be disclosed as described in the document. In the event the Registrant is a natural person, then the Registry will only use such information for the purposes to register the Domain Name and comply with its obligations as Registry operator as licensed by ICANN.

9.2. Personal data is submitted to the Registry by the Registrars.

9.2.1. The Registry shall protect the personal data received by appropriate technical means.

9.2.2. The Registry may retain the data even after expiration of the Domain Names only in so far as to comply with applicable laws.

9.3. The Registry shall process and disclose the collected personal data to nominated third parties required to provide the services as set out below:

9.3.1. Personal data may be provided to the Registry to provide the services, and to its third party processors, including: the Registry Services Provider, and ICANN

9.3.2. Personal data may be made publicly available through the Whois service, (unless such disclosure is withdrawn or deemed protected by applicable privacy laws.)

9.3.3. Personal data shall be transmitted to DENIC, the selected escrow service provider. The data will be checked for integrity before submitted to ICANN.

9.3.4. On case by case basis, the personal details will be released to ICANN for inspection.

9.3.5. Personal data may be released if requested by a decision of a competent state authority within the framework of its powers.

9.3.6. The personal data may be disclosed to comply with an order by a court, or URS/UDRP panel.

## 10. Rights, Duties and Responsibilities of the Registry

10.1. The duties of the Registry under these General Terms and Conditions are:

10.1.1. To register, manage and maintain Domain Names

10.1.2. Comply with these Terms and Conditions and the obligations of its Registry

Agreement with ICANN.

10.1.3 Comply with applicable laws.

10.2. The Registry has the absolute right to deactivate, suspend or cancel the Domain Names which, by registration or use, threaten national or international computer security or violate the law (including Domain Names that are used in connection with terrorism, propaganda of violence or racial hatred, / or malicious computer code, computer fraud, botnets, malware etc.).

10.3. The Registry is not responsible or liable for any:

10.3.1. Lost profits and damages caused by Registrars and Registrants incurred in connection with the registration or use of Domain Name, Registry system or Domain Name Registration.

10.3.2. Damage caused by technical problems or Registrar actions that resulted in a Domain Name registration being denied or a registered Domain Name being deleted due to events beyond the reasonable control of the Registry and its third party service providers.

10.3.3. Actions of the registrars.

10.3.4. In the event of deletion of a registered Domain Name in violation of these Terms and Conditions the Registry shall not be liable for any compensation (reimbursement of amounts paid) and shall not be liable for lost profits or damages to the Registrant.

10.3.5. In the event of force majeure circumstances including any loss of internet or disruption to the |Internet.

10.4. The Registry and its officers or agents will not be held liable for any damages and loss of profits suffered by Registrars of Domain Names and Registrars arising from an act or omission by the Registry and its employees or agents in performing the functions of the Registry.

10.5. The Registrant bears full responsibility over third parties for the registration and use of its Domain Name(s).

10.6. The Registry and the Registrar are not responsible for the accuracy of the data provided by the Registrant.

10.7. The Registry and the Registrar are not responsible to the Registrant for third party claims relating to uses of the Domain Name.

## 11. Modifications and Amendments to the Terms and Conditions

11.1. The Registry reserves the right to modify these Terms and Conditions from time to time. The Registry will post the updated version on the website thirty (30) days before it comes into effect. In case a registrant objects to the updated provisions, its sole remedy

will be to cancel the domain registration without any rights refund of any fees.

## 12. Jurisdiction and Law

12.1 These Terms and Conditions and all legal relations between the Registry and the Registrars are subject to the laws of Luxembourg and the courts of Luxembourg-city shall have exclusive jurisdiction over any disputes.

12.2. The official correspondence, notices and documents from the registry shall be in English.

# Sunrise Dispute Resolution Policy

## **Introduction**

1.1 This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise and is effective as of 1 January 2017. An SDRP Complaint may be filed against a domain name registered during the .sbs TLD Sunrise Period, and until 14 days after the close of the Sunrise Period. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry’s Sunrise Policy.

1.2 The Registry may modify this Dispute Policy from time to time in its sole discretion. Such revised Policy shall be posted on the Registry’s website with least 14 calendar days before it becomes effective; unless this Policy has already been invoked by the submission of a Complaint, in which event the version of the Policy in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change.

## **Initiating a Dispute and Internal Review**

1.3 Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: [sales@nic.sbs](mailto:sales@nic.sbs)

1.4 As a first step the Registry shall attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the Sunrise Registrar or the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a Registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint for resolution directly to arbitration at an appropriately located arbitration provider to accommodate the complainant as outlined in this Policy. The Dispute Resolution Provider to be appointed within suitable timeframe for each complainant may include the National Arbitration Forum (USA), WIPO (Switzerland or Singapore) or other Arbitration services provider.

1.5 Any claim or dispute not made to the Registry within ten (10) days of the end of Sunrise will be time barred from consideration by the Registry.

### **Frivolous Complaints**

1.6 A complainant, complainant's counsel, or complainant's counsel's firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, .sbs or otherwise) deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without reasonable grounds. In denying use of this policy, the Registry or the Dispute Resolution Providers may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

### **Applicable Disputes**

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

### **Improper Sunrise Registration-Trademarks**

1.8 A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the .sbs 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 the 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;<sup>1</sup>
- 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
- iv. the trademark registration on which the domain name registrant based its Sunrise registration was not issued on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

### **Evidence**

1.9 Arbitrators will review the Registry's Sunrise Policy in making its decision.

### **Defences**

1.10 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

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<sup>1</sup> For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

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.

## **Remedies**

1.11 If the Arbitrator finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names available for registration.

1.12 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.

## **Procedure**

### **Dispute Resolution Provider - Selection of Procedure**

1.13 Following the internal review process set forth in Section 8.4, the Registry will appoint a dispute resolution provider such as the National Arbitration Forum (“Forum”), WIPO Arbitration and Mediation Centre (“WIPO”) or other appropriate provider (collectively referred to as the “Dispute Resolution Provider”) by submitting the complaint directly to such provider as directed by the Registry. Before submission to such provider the Registry will inform complainant and provide adequate time for the preparation of the complaint. The Dispute Resolution Provider will administer the proceeding and select a qualified and eligible Arbitrator(s) (“Arbitrator”). The Dispute will be handled according to the established rules for such providers, Sunrise Dispute Resolution Policy (“Rules”), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. For example, if the Forum were to be selected as the most appropriate Dispute Resolution Provider the proceedings will be conducted according to this SDRP and the applicable Rules of the Forum. Any fees will be those set by the Dispute Resolution Provider.

### **Registry’s or Registrar’s Involvement**

1.14 Neither the Registry nor Registrar will participate in the administration or conduct of any proceeding before a Dispute Resolution Provider. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Dispute Resolution Provider. 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 in the event of a dispute and during the course of a proceeding.<sup>2</sup> 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 Arbitration decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

## **Parties**

1.15 The registrant of a registered domain name in the TLD shall be promptly notified by the

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<sup>2</sup> A Registry may, through its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

Dispute Resolution Provider 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 Dispute Resolution Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by the Arbitration.

### **Decisions**

1.16 The Arbitrator may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Arbitrator deems appropriate;

1.17 The decision shall state whether a registered domain name in the TLD is to be cancelled or if the status quo maintained; and

1.18 Decisions made under this SDRP may be publicly published by the Dispute Resolution Provider on its website.

### **Implementation of a Lock and the Decision**

1.19 If an Arbitrator's decision requires a change to the status of a registered domain name, the Registry<sup>3</sup> 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 Dispute Resolution Provider) 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.

### **Representations and Warranties**

1.20 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, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

### **Maintaining the Status Quo**

1.21 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.

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<sup>3</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

## **Indemnification / Hold Harmless**

1.22 The parties shall hold the registrar, the Registry, the Dispute Resolution Provider, and the Arbitrator harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator as a party or otherwise include the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator 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 Dispute Resolution Provider, the Arbitrator 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, Dispute Resolution Provider, the Arbitrator nor 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.

## **Relationship To Other Dispute Resolution Policies**

1.23 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.

## **Effect of Other Proceedings**

1.24 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 Arbitrator) in deference to the outcome of such other proceeding.

## **SDRP Modifications**

1.25 the Registry reserves the right to modify this SDRP at any time. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective; 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.

1.26 In addition to this Sunrise Dispute Resolution Policy, all Registrants agree to participate in and abide by any determinations made as part of the Registry’s dispute resolution procedures, including but not limited to:

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>).

