

## **Domain Name Abuse Policy**

Use of Charleston Road Registry d/b/a Google Registry (Google Registry) is subject to this Domain Name Abuse Policy. Please follow this policy when using our products and services. We may modify this policy so please check back here.

You agree not to use Google Registry in connection with:

- Spam: Do not send or promote unsolicited bulk messages, whether bulk marketing or otherwise.
- Malware: Do not intentionally transmit viruses, worms, defects, Trojan horses, malware, or any other content that may harm user devices, apps, servers, or personal data.
- Phishing and identity theft: Do not capture people's information under misleading or fraudulent pretenses, such as gaining login credentials or credit card information through fake web pages. Do not use stolen credentials or financial instruments to register domain names.
- Pharming and DNS hacking: Do not redirect DNS traffic from the intended website destination to a fake site through the use of DNS hijacking or interference.
- Fast-flux techniques: Do not intentionally use fast-flux techniques to avoid detection in order to conduct illegal activities on domain names.
- Botnet control and command practices: Do not use a network of poisoned or compromised computers to inflict harm on valid computer services. This includes using this coordinated network to launch denial-of-service (DDos) attacks.
- Hacking: Do not illegally penetrate computers, accounts, networks or security defenses of the Google Registry, any other Google product, or those of any Google partners. This includes any attempt that serves as a precursor to an attempted system hack.
- Child sexual abuse imagery: We have a zero tolerance policy towards content that exploits children. Do not publish or distribute child sexual abuse imagery.

- Unqualified applicants: You must meet registration eligibility requirements in order to register a domain.
- Illegal content: Do not host the distribution or publication of any information that is in violation of any applicable laws or regulations.

**Reservation Of Rights**

Abuse includes the foregoing activities and any other activity that causes actual and substantial harm, or is a material predicate of such harm; and is illegal or illegitimate, or is otherwise considered contrary to the intention and design of a stated legitimate purpose, if such purpose is disclosed.

Google Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by Google Registry or any registrar in connection with a domain name registration; (3) to protect the rights and property of Google Registry and to avoid any potential or actual liability, civil or criminal, on the part of Google Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) to protect the integrity and stability of the registry and the operation of the DNS; (5) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (6) for violation of the terms and conditions set forth in any applicable registration agreement.

## **Domain Registration Policy**

Registrars must provide notification to alert prospective registrants to the requirement of HTTPS on .esq names in order for domains to work in web browsers. This notification must be clearly and conspicuously disclosed as part of the registration flow prior to purchase. It must be distinct and not embedded in other terms of service, nor require the registrant to follow a link to obtain the information.

The following information must be included as part of the notice to all registrants:

- That .esq is a secure namespace;
- The requirement to configure HTTPS serving so that browsers can load .esq websites; and
- Resources about configuring HTTPS and obtaining an SSL certificate
  - Information may be linked as part of an external or internal website or window, and
  - Registrars may provide their own information about configuring HTTPS browsing or link to third party resources

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

Any registrant of a name on the list of [IOC, Red Cross, and IGO reserved names for new gTLDs](#) represents that the registration is on behalf of the respective organization.

## **Pricing Policy**

**Charleston Road Registry d/b/a Google Registry (Google Registry or Registry Operator) will provide Registrar with a rate card indicating prices for:**

1. Standard Domain Registration Fee
2. Premium Domain Registration Fees
3. Early Access Period Registration Fee
4. Qualified Launch Period Registration Fee
5. Sunrise Registration Fee
6. Domain Renewal Fee
7. Domain Transfer Fee
8. Domain Restore Fee
9. Domain Server Status Change Request Fee

The Registry Operator may update the rate card and modify this Pricing Policy from time to time in accordance with the .esq Registry-Registrar Agreement.

**Early Access Period domains:** Registrants will be charged an additional fee for registering domains during the Early Access Period. The Early Access Period fee will depend on the date of registration and will be in addition to the normal registration fee for the domain. The Early Access fee is a one-time fee; additional years of registration and renewals will be charged at the domain's standard registration fee.

**Premium domains** are domains that carry an annual registration fee that is greater than the standard domain registration fee. Registry Operator will provide a mechanism for Registrars to identify the price of a domain before registering the name.

**Registrar Incentives:** Sponsoring Registrar will receive a 15% discount on all Sunrise registrations. This discount may be processed as an immediate reduction of the resulting invoice, or as a credit against future registration activity, at the Registry Operator's discretion.

## Grace Periods

**Sunrise Add Grace Period:** For domain registrations resulting from Sunrise Period applications, the domain will have a Sunrise Add Grace Period lasting 5 days. During this period, Registrars can delete the domain and avoid charges.

**Early Access Program Add Grace Period:** For 5 days after registering a domain during the Early Access Program, registrars can delete the domain name without being charged the standard registration fee and the domain will be open for re-registration. The supplementary Early Access Program fee will not be refunded.

**Add Grace Period:** For 5 days after registering a domain, Registrars can delete the domain without being charged, and the domain will be open for re-registration.

**Auto-Renew Grace Period:** Upon its expiration, a domain name will be automatically renewed for 1 year. For 45 days after a domain expires, Registrars can delete the domain to avoid being charged for this renewal.

**Redemption Grace Period:** For 30 days after a domain is deleted, a Registrar may redeem the domain, subject to the Registrar Abuse Policy and the applicable restore fees. This only applies to fully registered domains that are deleted, not to deletions of domains pending registrations or domains deleted during the Add Grace Period or Sunrise Add Grace Period.

## **Google Registry Privacy Policy**

At Charleston Road Registry d/b/a Google Registry ("Google Registry") we understand the trust users place in us and our responsibility to protect the privacy of user information. We want you to be clear how we're using information and the ways in which you can protect your privacy.

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

### Information we collect

We collect information in three ways:

#### Information you give us

For example, we may offer you the chance to provide us with certain information, such as your name and email address when you reach out with customer support requests. If you use a Google Account to access Google Registry products and services ("Services"), your use of that account for our Services is governed by this Privacy Policy.

#### Information we get from your use of our services

We may collect information about the services that you use and how you use them, like when you visit our website. This information may be linked to your Google Account and may include:

- **Device information:** We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information including phone number).
- **Log information:** When you use our services or view content provided by Google Registry, we may automatically collect and store certain information in server logs (records of the page requests made when you visit our sites). This may include: details of how you used our service; Internet protocol address; device event information such as crashes, system activity, hardware settings, browser type, standard HTTP request headers, including but not limited to user agent, referral URL, language preference, date and time; and cookies that may uniquely identify your browser or your account.
- **Cookies and Local Storage:** We may use various technologies to collect and store information when you visit the website, and this may include sending one or more cookies or randomly generated identifiers to your device. A cookie is a

small file containing a string of characters that is sent to your computer when you visit a website. Cookies may store user preferences and other information. The "help" portion of the toolbar on the majority of browsers will direct you on how to prevent your browser from accepting new cookies, how to command the browser to tell you when you receive a new cookie, or how to fully disable cookies. However, some of Google Registry's website features or services may not function properly without cookies. We may also collect and store information using mechanisms such as browser web storage (including HTML5) and application data caches.

#### Information we get from your registrar

Your registrar collects information from you when you register a domain name, including your name, address, contact information, the name servers on which your domain name is hosted and their IP addresses, and the same information for administrative and technical contacts you identify. We receive this information from registrars for Google Registry's top-level domains.

#### How we use the information we collect

We use the information we collect from Google Registry's services for the following purposes:

- Provide our services. We use your information to deliver our services including fulfilling requirements under our agreement with ICANN, the accrediting body for top-level domain registries and additional domain-related services we may offer in conjunction with your registration.
- Maintain and improve our services. We also use your information to ensure our services are working as intended, such as tracking outages or troubleshooting issues. We maintain a centralized repository of registration information for registrants of our top-level domains to ensure the continuity, stability, and resiliency of the Domain Name System. We may also use your information to make improvements to our services or to offer new services — for example, launching verification services for some new top-level domains or expanding IDNs available for registration based on registrant location and demand.
- Measure performance. We use data for analytics and measurement to understand how our services are used. For example, we analyze data about your visits to our sites to do things like optimize product design. We use a variety of tools to do this, including Google Analytics. When you visit sites that use Google Analytics, Google and a Google Analytics customer may link information about your activity from that site with activity from other sites that use our ad services.

- Communicate with you. We may use information we collect, like your email address, to interact with you directly. For example, we may send you information about our services or administrative messages related to your domain registration. And if you contact Google Registry, we'll keep a record of your request including any contact information provided in order to help resolve any issues you might be facing.
- Protect Google Registry, our users, and the public. We use information to help improve the safety and reliability of our services. This includes detecting, preventing, and responding to fraud, abuse, security risks, and technical issues that could harm Google, our users, or the public. For example, we collect and analyze IP addresses and cookie data to protect against automated abuse. This abuse takes many forms, such as sending spam to Google Registry registrants. Where abuse is detected through our technical monitoring we may reach out to you, your registrar, or other third parties to assist in mitigation.

#### Retaining and deleting your personal information

We retain your personal information only as long as necessary to provide you services and to safely delete it following termination of services. When we receive an update indicating that you deleted your registration data via your registrar, we start the process of removing it from our systems. First, we aim to remove any publicly visible personal information by removing your information from any registration data directory services we operate. We then begin a process to safely and completely delete the data from our back-up storage systems.

Sometimes business or legal requirements may oblige us to retain certain information, for specific purposes, for an extended period of time. We might retain some data for longer periods of time if:

- An applicable law, regulation, legal process (e.g., a subpoena) or enforceable government request, requires us to do so or it is necessary to enforce applicable Terms of Service, including investigation of potential violations of those terms or our abuse policies.
- We are investigating or have taken action with respect to a domain for abusive behavior.
- You have directly communicated with us, through a customer support channel, feedback form, or a bug report, in which case, we may retain reasonable records of those communications.



## Information we share

When you provide data or personal information to Google Registry, we may store it and share it with companies, organizations and individuals outside of Google Registry in the following circumstances and in compliance with this Privacy Policy, our obligations to the Internet Committee for Assigned Names and Numbers (ICANN), and any other appropriate confidentiality and security measures:

- With your consent. We may share personal information with companies, organizations or individuals outside of Google Registry when we have your consent to do so.
- For external processing. We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- For legal reasons. We may share personal information with companies, organizations or individuals outside of Google Registry if we believe that access, use, preservation or disclosure of the information is reasonably necessary to:
  - meet any applicable law, regulation, legal process or enforceable governmental request.
  - enforce applicable Terms of Service, including investigation of potential violations.
  - detect, prevent, or otherwise address fraud, security or technical issues.
  - protect against harm to the rights, property or safety of Google Registry, our users or the public as required or permitted by law.
- To meet our obligations to ICANN. To the extent permitted by law, we may share personal information with ICANN and other third parties as required to comply with ICANN requirements. These obligations include requiring us to:
  - Operate a registration data directory services that provide free public access to certain registration information including the registrant's self-identified Organization, State/Province and Country.
  - Deposit domain name registration information with a third party escrow agent to provide redundancy in the case of failure.
  - Provide domain name registration information to an ICANN-authorized Uniform Rapid Suspension (URS) provider upon notification from that provider of the existence of a complaint. The URS system is a rights protection mechanism for rights holders experiencing infringement.
  - Provide reasonable access to domain name registration information to ICANN for the purpose of investigating compliance-related inquiries or for other legitimate purposes.

We may share aggregated, anonymized information with ICANN, publicly, and with our partners. For example, we may share information publicly to show statistical trends about the general use of our services.

In the event that Google Registry is involved in a merger, acquisition or asset sale, we may disclose your personal data to the prospective seller or buyer of such business or assets.

### Information security

Google Registry uses strong security features that continuously protect your information. The insights we gain from maintaining our services help us detect and automatically block security threats from ever reaching you. And if we do detect something risky that we think you should know about, we'll notify you or your registrar and help guide you through steps to stay better protected.

We work hard to protect you and Google Registry from unauthorized access, alteration, disclosure, or destruction of information we hold, including:

- We use encryption to keep your data private while in transit
- We review our information collection, storage, and processing practices, including physical security measures, to prevent unauthorized access to our systems
- We restrict access to personal information to Google employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

### Compliance and Cooperation with Regulators

We regularly review this Privacy Policy and make sure that we process your information in ways that comply with it.

### Data Transfers

Our parent company, Google LLC, maintains servers around the world and your information may be processed on servers located outside of the country where you live. Data protection laws vary among countries, with some providing more protection than others. Regardless of where your information is processed, we apply the same protections described in this policy. We also comply with certain [legal frameworks](#)

relating to the transfer of data, such as the EU-US and Swiss-US Privacy Shield Frameworks.

When we receive formal written complaints, we respond by contacting the person who made the complaint. We may work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.

#### European Requirements

If European Union (EU) data protection law applies to the processing of your information, you have the right to request access to, update, remove, and restrict the processing of your information. You also have the right to object to the processing of your information. The personal information that we process about you is the information we receive from your registrar and any update that you make in your registrar's system will be automatically reflected in our system. If you would like to access, update, or remove any of that personal information, please first contact your registrar.

We process your information for the purposes described in this policy, based on the following legal grounds:

#### When we're pursuing legitimate interests

We process your information for our legitimate interests and those of third parties while applying appropriate safeguards that protect your privacy. This means that we process your information for the following purposes:

- Providing, maintaining, and improving our services to meet the needs of our users
- Detecting, preventing, mitigating, or otherwise addressing fraud, abuse, security, or technical issues with our services
- Centralizing registrant data for our top level domains to ensure the ongoing continuity, stability, and resiliency of the Domain Name System
- Protecting against harm to the rights, property or safety of Google, our users, or the public as required or permitted by law
- Performing research that improves our services for our users and benefits the public
- Fulfilling obligations to ICANN and our registrar partners
- Enforcing legal claims, including investigation of potential violations of applicable Terms of Service and abuse policies

#### When we're providing a service

We process your data to fulfill registration and operation of your domain that you request through your registrar.

When we're complying with legal obligations

We'll process your data when we have a legal obligation to do so, for example, if we're responding to legal process or an enforceable governmental request. Google Registry may receive requests from governments and courts around the world to disclose registrant data. Respect for the privacy and security of your data underpins our approach to complying with these legal requests. Google's legal team reviews each request and frequently pushes back when a request appears to be overly broad or doesn't follow the correct process. Learn more in Google's [Transparency Report](#).

If you have questions, [you can contact Google and our data protection office](#). And you can contact your local data protection authority if you have concerns regarding your rights under local law.

### About this Policy

When this Policy Applies

This Privacy Policy applies to all of the services offered by Google Registry. This Privacy Policy doesn't apply to the information practices of other companies and organizations or to other Google products and services. For example, our website may contain links to and from the websites of our partners and these websites have their own privacy policies. Please check these policies before you submit any personal data to these websites.

Changes to this Policy

Any changes we may make to this Privacy Policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### Contact Us

If you have any questions about this Privacy Policy, please feel free to contact us [here](#).

## **Registrar Abuse Policy**

Use of Charleston Road Registry d/b/a Google Registry ("Google Registry") by Registrars is subject to this Registrar Abuse Policy, which Google Registry may update from time to time.

If not defined here, capitalized terms have the meaning stated in the Registry Registrar Agreement ("Agreement") between registrar or other authorized user ("You") and Google Registry.

You agree to not engage in any abusive behaviors, including the following:

- Allowing registrants to use the Registry Services in any manner that violates the Domain Name Abuse Policy
- Engaging in deceptive practices including fraudulent attempts to manipulate transfers, or sending false or misleading notices to domain name registrants.
- Taking any actions on a registered domain that are not in the interest of, or requested by, the domain registrant, including but not limited to:
  - Restricting transfers of domain names to other registrars
  - Renewing domains other than for use by the existing registrant
  - Transferring domains to yourself or another registrant due to non-payment of fees or non-renewal of domain by existing registrant, or
  - Registering domains for the registrar's own purposes based on user queries (i.e. "Front-running")

Your failure to comply with this policy may result in suspension or termination of the Agreement.

## **Startup Policy**

### **Startup periods applicable to .esq**

- Qualified Launch Period
- Sunrise Period Type: Start Date

#### 1. Definitions of registration periods:

##### a. Qualified Launch Period ("QLP")

- i. Qualified Launch Period is a period where Charleston Road Registry d/b/a Google Registry ("Google Registry" or "Registry Operator") may allocate second-level domains to selected registrants prior to the allocation of second-level domains in the Sunrise Period (as defined below). Registry Operator will select registrants that it believes may improve the overall understanding and quality of the top-level domain. This period may overlap with the Sunrise Period.

##### b. Sunrise Period

- i. Sunrise Period is an initial registration period, intended to protect trademark owners, which may overlap with the QLP Period but precedes the Early Access Period and general registration period. A registration is considered a Sunrise registration if it meets the application criteria described below and is accompanied by a valid Trademark Clearinghouse ("TMCH") Signed Mark Data ("SMD") file.

##### c. Early Access Period

- i. During the early access period, any interested registrant may register second-level domains in the Registry TLD. Early access period registrations will include a supplementary one-time registration fee on top of the regular domain price.

##### d. General Registration Period

- i. The general registration period will be a steady state phase for the duration of the Registry Operator's operation of the Registry TLD. During the general registration period, any interested registrant may register second-level domains in the Registry TLD not registered at that time, and names shall be allocated on a first-come-first-served basis, subject to Section 2.3 and Registry Operator's rights protection mechanisms set forth in Section 3.6 of the Registry-Registrar Agreement.

#### 2. Qualified Launch Period

##### a. Registration Criteria

- i. In order to register a second-level domain during the QLP, the registrant must be invited by the Registry Operator.
  - b. Registration Process
    - i. Registrant will provide its preference for a registrar from among the Registrars authorized by Registry to carry the TLD at the time.
    - ii. Registry will contact this Registrar to complete registration of such domain.
- 3. Sunrise Period
  - a. Criteria
    - i. Sunrise registrations must be on behalf of qualified trademark owners of marks in the TMCH. The registrations in Sunrise must be for second-level domains that are an identical match to their listed trademarks.
  - b. Application Fees
    - i. The registration fees for the Sunrise Periods are detailed in the TLD Pricing Policy.
  - c. Use of Brand
    - i. Registry Operator may review Registrar communications related to the Sunrise Period. Registry Operator reserves all rights in its intellectual property, and will only permit registrars to use its proprietary brands, graphic symbols, logos, icons or other images if they are provided by or approved in writing by Registry Operator. At times, Registry Operator may specifically request that certain brand features or key phrases be used in conjunction with the top-level domain when presented on registrar web pages, email alerts, auction notices, and other communications used for processing applications, to provide confidence to registrants that such communications come from an authorized registrar of the TLD.
  - d. Sunrise Dispute Resolution Policy
    - i. The Sunrise Dispute Resolution Policy ("SDRP") allows challenges to Sunrise Period registrations by third parties for a 10-day period after acceptance of the registration based on the following four grounds: (i) at the time the challenged second-level domain 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 second-level domain is not identical to the mark on which the registrant based its Sunrise Period registration; (iii) the trademark registration on which the registrant based its Sunrise Period

registration is not of national 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 second-level domain registrant based its Sunrise Period registration did not issue on or before the effective date of the Registry Agreement and was not applied for on or before June 13, 2012, the day ICANN announced the generic Top-Level Domain applications received.

- ii. After receiving a complaint challenging a Sunrise Period application via the "Report a Problem" link at [www.google.com/registry](http://www.google.com/registry) ("Complaint"), the Registry Operator's designated contact ("Sunrise Contact") will review the Complaint to see if the Complaint reasonably asserts a legitimate challenge as defined by the SDRP. If the Complaint does not, the Sunrise Contact will email the complainant within 36 hours of the Complaint to indicate that the subject of the Complaint does not fall within the SDRP, and that Registry Operator considers the matter closed.
- iii. If the Sunrise Contact requires further information from the Sunrise Period registrant or if the second-level domain is not found to have adequately met the Sunrise Period eligibility requirements ("SERs"), the Sunrise Contact will promptly notify the registrant of the action and the nature of the Complaint, and provide the registrant with the option to respond within ten days to cure the SERs deficiencies. All such actions will be ticketed in Google's customer relationship management software to maintain accurate SDRP processing records.
- iv. If the registrant responds within 10 business days, its response will be reviewed by the Sunrise Contact to determine if the SERs are met. If the Sunrise Contact is satisfied by the registrant's response, the Sunrise Contact will then notify the complainant that the Complaint was ultimately denied and provide the reasons for the denial. If not, both the registrant and the complainant will be notified that the second-level domain will be released.
- v. Registry Operator reserves the right to suspend a second-level domain during the pendency of a SDRP dispute, and/or to cancel, transfer, or take other action deemed necessary in its discretion upon completion of its review and/or receipt of a decision under the SDRP. Upon receipt of a decision that the registration does not meet the SERs, Registry Operator expressly reserves the right to cancel, transfer, or take other action deemed necessary in its



discretion.