



.locker

**TLD Start-up Information
and
Launch Policies**

.Locker Start up Plan and Launch Policy
Version 1.0
Date: 16.04.2024



Table of Contents

| | |
|---|-----------|
| Introduction..... | 3 |
| Launch Dates..... | 3 |
| Launch Phase Overview..... | 4 |
| Qualified Launch Program (“QLP”)..... | 4 |
| Phase 1: Sunrise..... | 4 |
| Phase 2: Pioneer Program..... | 5 |
| Phase 3: Early Access Phase (General Availability)..... | 5 |
| Phase 4: General Availability..... | 6 |
| Trademark Claims..... | 6 |
| Rights Protection Mechanisms..... | 6 |
| Reserved Names..... | 7 |
| Technical and Syntax Specifications..... | 7 |
| Sunrise Policy..... | 7 |
| Sunrise Dispute Resolution Policy..... | 11 |
| Acceptable Use Policy and Terms of Service..... | 15 |
| General Provisions..... | 19 |



Introduction

Orange Domains LLC (the “Registry”) is pleased to announce the launch of the open generic Top Level Domain **.locker** (the “TLD”). Following our announcement in March 2024, .locker will launch in June 2024 see our press release here: [Easing Access to Web3: Tucows, Hiro and Trust Machines Launch Orange Domains | Newswire](#)). There are no restrictions or eligibility requirements outside of the ICANN required Sunrise periods and trademark claims notices. Never before released names will be available to trademark holders with valid SMD files during an end Date Sunrise closing on August 20th, 2024. Domains are offered at Standard and Premium prices with a limited pool of less than 25,000 premium names.

After an early access program, of a decreasing pricing phase of 7 days, domain names will enter general availability on September 25th, 2024. The full launch dates are shown below as well as published on the ICANN new gTLD Start up page here: [TLD STARTUP INFORMATION | ICANN New gTLDs](#). In this document you will find the .locker launch program, our Sunrise Policies, the Sunrise Dispute Policy and our Acceptable Use Policy. Further information can be found on our website: [orangedomains.com](#) and our ICANN compliant webpage: [NIC.locker](#).

Launch Dates

| Phase | Start Date | End Date | Start/End Time |
|--------------------------|-----------------|-----------------|----------------|
| Qualified Launch Program | May 22nd, 2024 | Aug 19th, 2024 | 16.00 UTC |
| Sunrise (End Date) | June 19th, 2024 | Aug 20th, 2024 | 16.00 UTC |
| Quiet Period | Aug 20th, 2024 | Aug 28th, 2024 | 16.00 UTC |
| Pioneer Program | Aug 28th, 2024 | Sept 11th, 2024 | 16.00 UTC |
| Quiet Period | Sept 11th, 2024 | Sept 18th, 2024 | 16.00 UTC |
| Early Access Program | Sept 18th, 2024 | Sept 25th, 2024 | 16.00 UTC |
| General Availability | Sept 25th, 2024 | N/A | 16.00 UTC |



Launch Phase Overview

This document sets forth the details of the .locker launch phases.

Qualified Launch Program (“QLP”)

The QLP phase commences on May 22nd, 2024 and ends on Aug 19th, 2024 at 16:00 UTC. The QLP is the .locker Qualified Launch Program established to promote .locker domains during its launch. This phase Includes dates before and during Sunrise.

QLP Policy

Allocation by the Registry during this phase is restricted to invitation only applicants and limited in number of domains (up to 100). Second level domains issued to third parties under the QLP must meet the following criteria:

- A. the domain name must not be on the list of Sunrise-eligible labels in the Trademark Clearing House (“Sunrise List”) at the time of allocation; or
- B. the domain name is on the Sunrise List and is allocated to the holder of the SMD file matching the label in the Sunrise List;
- C. all registrants under the QLP allocation must agree to the Registry using the domain name and registrant name for its marketing purposes.

Process for allocation and registration:

Registrants applicants invited for a QLP domain name, will be vetted by the Registry to ensure compliance with the QLP Policy. Registrant applicants will be asked to provide their preference for a registrar from the list of .locker accredited registrars. The Registry will coordinate with the preferred Registrar to allocate the name and to complete the registration.

Phase 1: Sunrise

Type: End Date Sunrise

This initial launch phase is exclusively for trademark holders registered in the Trademark Clearing House (<http://www.trademark-clearinghouse.com/>) before the Top Level Domain (TLD) opens to the general public.

Eligible Applicants: Only holders of valid SMD files are permitted to submit applications during the Sunrise phase.



.locker

Eligible Domains: Any Domain Name that is not on the Registry reserved list(s).

Domain Allocation Process:

- A. The Registry will only accept applications for available domain names accompanied by a valid SMD file.
- B. SMD files submitted with the application will be validated by the Registry against the Trademark Clearing House (TMCH). Sunrise applications missing or containing invalid SMD files will be rejected by the Registry.
- C. As domain names will **not** be allocated on a first-come, first-served basis during Sunrise Process, the time of receipt of an Application is disregarded in the allocation and registration of a particular Domain Name.

Phase 2: Pioneer Program

Type: Founders, early adopters, evangelists, and influencers.

This phase is dedicated for marketing purposes whereby .locker domains will be issued to joint venture partners, founders, early adopters, evangelists and influencers as determined by Orange Domains.

Applicants wishing to apply for our Pioneer Program may contact the Registry at: sales@my.locker.

Phase 3: Early Access Phase (General Availability)

Type: First-come first-serve phase

While the Early Access Program does not prioritize trademark holders like the Sunrise Phase, it does provide early access to desirable domain names before they are made available in the General Availability Phase.

Eligible Applicants: The EAP is open to anyone interested in registering a .locker domain name.

Eligible Domains: Any available Domain Name can be applied for during the Early Access Phase.

- A. During the Early Access Phase, the Registry will only receive Applications for domain names that are available.
- B. This phase gives registrants priority access and the opportunity to register domains before they become available in General Availability, at early access prices.



- C. The Early Access Program features a tiered or incremental pricing model. This means that EAP fees decrease gradually over the course of the 7 day period, with higher fees charged during the initial days and lower fees as the period progresses. (EAP + registration fee)
- D. Domains processed during this phase will be allocated on a first-come first-serve basis.

Phase 4: General Availability

Type: First-come first-serve phase

Eligible Applicants: During the General Availability phase, .locker domain names will be accessible to the public through participating registrars.

Eligible Domains: Unless previously registered during the Sunrise phase, the Early Access Phase, or reserved by the Registry, domain names will be open to registration on a first-come, first-served basis.

Domain Allocation Process: During General Availability, available domain names can be registered on a first-come first-serve basis.

Trademark Claims

Duration: 90 days following GA plus the Limited Registration Periods of the Pioneer Program and Early Access Phase

To comply with ICANN's requirements, our Claims Period will be active for 90 days following General Availability.

- A. During this 90-day period, registrars must issue a notice to a potential registrant if the applied-for domain matches a Trademark Record in the Trademark Clearinghouse. If the domain is granted, the corresponding Trademark Holder will be informed by the Trademark Clearinghouse.
- B. The registrar is responsible for obtaining acknowledgment from the registrant regarding this notice and providing it to the Registry upon registration.
- C. Acknowledgment notices can be submitted to the Registry via EPP or the web console, depending on the method of registration.

To comply with Section 3.2.5 of the TMCH requirements, a Claims Period will be active for the duration of Limited Registration Periods of the Pioneer Program and Early Access Phase



Rights Protection Mechanisms

In addition to the Sunrise Dispute Resolution Policy during the Sunrise period, ICANN's Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>) and Uniform

Rapid Suspension Policy (<http://newgtlds.icann.org/en/applicants/urs>) will apply to resolve disputes.

Reserved Names

Certain names are reserved for Registry operations and premium name distribution. Names specified in ICANN's Registry Agreement's Schedule of Reserved Names are also reserved across all TLDs.

All names that have been set aside as Reserved Names will not be available for registration in any phase, with the exception of two-character names which will be only be available during the Sunrise period to trademark holders.

Technical and Syntax Specifications

Every domain name must meet the following technical and syntax requirements:

- A. Domain names can only contain letters a to z, numbers 1 to 9, dot (.) and hyphen (-).
- B. Domain names cannot begin or end with a hyphen;
- C. Domain Names The length of the domain name must not exceed 63 characters.
- D. Domain name registration period shall be between 1 and 10 years for all phases.
- E. Internationalized Domain Names (IDNs) are not supported at this time.

Sunrise Policy

This Sunrise Policy is to be read together with the Sunrise Dispute Resolution Policy. Any revisions or modifications to this Sunrise Policy prior to the start date of Sunrise shall be effective immediately upon the posting of such revisions or modifications on the Registry website and such amendments shall be binding upon the Registrant.

1.1 Sunrise Overview

Sunrise is a limited-time opportunity for trademark holders who have entered their marks into the Trademark Clearinghouse database (TMCH) and who wish to register Domain Names



locker

ahead of General Availability. SMD Files submitted with Sunrise Applications are verified by the Registry against the TMCH. Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry. At the end of the Sunrise Period, applied for Domain Names with a single eligible applicant will automatically be allocated to such Applicant. Domain Names with more than one eligible Applicant will proceed to an auction (to be conducted according to registry procedure) between the competing Applicants by an independent third party.

1.2 Eligible Trademarks and Domain Name Applications

An Eligible Trademark is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (<http://www.trademark-clearinghouse.com/>) and has been verified and registered in the Trademark Clearinghouse database.

During the Sunrise Period, the Domain Name applied for must be an identical match to a Label contained within the SMD file submitted with the Application. Domain Name Applications must also meet the following syntax requirements:

- i. have a minimum of 1 to a maximum of 63 characters (at any one level)
- ii. only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;
- iii. begin with a letter or a digit and end with a letter or a digit;
- iv. neither begin with, nor end with a hyphen (-);
- v. not contain hyphens (-) in the third and fourth positions (e.g., “bq--1k2n4h4b” or “xn--ndk061n”); and
- vi. not include a space (e.g. www.ab tld).

1.3 Sunrise Eligibility Requirements

Participation in the Sunrise Period is restricted to Applicants who meet the following Sunrise Eligibility Requirements. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- i. the Domain Name Application is submitted to the Registry by an ICANN-accredited Registrar who acts on behalf of the Applicant, but for its own account;
- ii. the Domain Name applied for is an exact match to their trademark registered by the Applicant in the Trademark Clearinghouse;
- iii. a valid SMD File is submitted at the time of Application;



- iv. the Domain Name is available.

Domain Name Applications will not be accepted for Reserved Domain Names.

The Registry may reject, revoke or delete at any time, any Application or resulting Registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements without the Applicant or Domain Name Registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

1.4 Validation of Sunrise Applications

Applications submitted during the Sunrise Period are subject to validation by the Registry with the Trademark Clearinghouse, which is a prerequisite for the Registry to proceed with the Registration of the Domain Name requested in the Application.

If the Registry is unable to validate the SMD file or if the requested Domain Name does not match a Label contained in the SMD file, the Application will be rejected.

1.5 Sunrise Duration and Process

The Sunrise Period will be open for approximately 60 calendar days. The Registry may, at its discretion extend the Sunrise Period at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Period, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Period, if an Application is successfully validated and the Registry has received no other Applications for the same Domain Name, the Domain Name will be automatically allocated to the Applicant and the Registration fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction to be held by an independent third-party auction.

1.6 Domain Name Allocation during Sunrise

Single Applications

With the exception of Domain Names that are Reserved Domain Names or Domain Names allocated to the Registry, Domain Names that receive only one Application in the Sunrise



locker

Period and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Sunrise Period.

Multiple Applications

Applications received during the Sunrise Period will be treated as received at the same time, which will be the time of the close of the Sunrise Period. If more than one Application for an available Domain Name has been received during the Sunrise Period, and more than one of the Applications were successfully validated, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is only open to Applications that have been successfully validated.

The Registry shall appoint an auction provider and inform the auction provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction rules defined by the auction provider, and the Registry will award the Domain Name Registration to the Applicant that prevailed at Auction. Alternatively the Registry may simply arrange for sealed bids and to award to the higher bidder.

The Registry does require the payment of a unique, non-refundable Sunrise Application fee, in addition to the payment of a minimum of one year (1) of registration. The renewal price for domain names registered during Sunrise will be the General Availability Price.



locker

Sunrise Dispute Resolution Policy

1.1 Purpose

Domain Names in the TLD can be registered by third parties or reserved by the Registry. This Sunrise Dispute Policy (“SDRP”) applies to Applications submitted during the Sunrise Period that result in Sunrise Registrations or denials of Sunrise Registrations and comes into effect upon the conclusion of the Sunrise Period. This Policy does not cover instances where the validity of a SMD File is being challenged. Such disputes are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at <http://www.trademark-clearinghouse.com/dispute> prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, the Registry may disqualify the Sunrise Application or, in the event that fraud is detected after the Sunrise Period, delete the applicable Domain Names.

1.1 Initiating a Dispute and Internal Review

Prior to initiating a dispute under this SDRP potential complainants must submit complaints first to the Registry at registryservices@my.locker?

When possible, the Registry may attempt to resolve the issue internally without charge. Especially in the case that the matter is more appropriately dealt with by 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 to the Forum as outlined in this Policy.

1.2 Frivolous Complaints

A Complainant, Complainant’s counsel, or Complainant’s counsel’s firm, that is found to be responsible for a minimum of 3 complaints 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 grounds. In denying use of this policy, the Registry or the Panel may consider the number of complaints lodged under this Policy or related Registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing this Policy and related policies.



locker

1.3 Administrative Procedures

A registered Domain Name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration or denial of Registration was improper under one or more of the following criteria.

The following is a list of reasons why a Sunrise Application Allocation could be challenged:

- 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;
- 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;
- iv. a Registry process error occurred that resulted in an incorrect Sunrise Registration; or
- v. the Registry failed to register a Domain Name that was applied for in compliance with the criteria set forth in the Sunrise Policy.

1.4 Process

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to the Registry at registryservices@my.locker. The “Complainant” is a person, real or natural, that makes a complaint as per this policy. Sunrise complaints must be filed with the Registry within ten (10) business days of the date of Registration of the relevant Domain Name(s).

When possible, the Registry may attempt to resolve the issue internally without charge to the Applicant. If, in the opinion of the Registry, the matter would be more appropriately dealt with by the TMCH, the Registry will advise the potential Complainant accordingly. If the complaint relates to a Registry process error, the Registry will investigate and if confirmed, seek to resolve such errors internally. In the event the Registry, after a good faith effort, is unable to resolve the dispute, it will notify the potential Complainant to submit its complaint to its appointed Dispute Resolution Provider. Information about the procedure followed by the Provider will be provided directly to the Complainant.

The language of all submissions and proceedings under this policy will be English.



Supporting evidence may be provided in its original language, provided such evidence is accompanied by a certified English translation of all relevant text.

1.5 Necessary evidence

- i. The complaint must include:
- ii. Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
Domain Name(s) that are the subject of the dispute;
- iii. Applicable trademark(s) as validated by the TMCH and the relevant SMD File;
- iv. Name of the respondent, and the respondent's contact information from the Whois entry associated with the disputed Domain Name(s);
- v. Ground(s) on which Complainant relies on (as set out in paragraphs i. to vi.);
- vi. Up to 500 words describing how the relied-upon criteria and facts indicate a remedy is required;
- vii. The remedy requested; and
- viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the dispute.

1.6 Remedies for dispute

If it is found based on Grounds i. to iii of (Administrative Procedures) Section 1.3., that there was an improper Sunrise Registration, the sole remedy shall be the cancellation of the Sunrise Registration in question and making it again available for Registration in the TLD. If the complainant independently qualifies to register the Domain Name after the Sunrise Period, such a Registration may be made via an accredited Registrar.

If it is found based on Grounds iv. and v. of (Administrative Procedures) Section 1.3 that a denial of Sunrise Registration was incorrect or the Registry failed to register an applied for Domain Name, the sole remedy shall be to offer the Sunrise Registrant the possibility to re-register the Domain Name, provided it is still available and that a third party has not already registered the Domain Name during the Sunrise Period or in

subsequent Registration Periods.



locker

1.7 Maintaining the Status Quo

During a proceeding under the SDRP, the registered Domain Name shall be locked against transfers between Registrants and/or Registrars and against deletion by Registrants.

1.8 Indemnification/Hold Harmless

The parties shall hold the Registrar, the Registry, RSP and any Dispute Resolution Provider appointed by the Registry harmless from any claim arising from operation of the SDRP. Neither party may name the Registrar, the Registry, and the Dispute Resolution Provider as a party or otherwise include the Registrar, the Registry, and the Dispute Resolution Provider 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 RSP the Dispute Resolution Provider 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, the Dispute Resolution Provider and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding rules. The complainant shall be directly and solely liable to the Registrant in the event the complaint is granted in circumstances where the Registrant is lawfully entitled to Registration and use of the registered Domain Name(s) in the TLD.

1.9 Relation to Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the UDRP, the URS, and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

1.10 Effect of Other Proceedings

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



.locker

1.11 SDRP Effective Dates

Any SDRP claim brought under this policy must be made within 10 days of the end of the sunrise registration period.

Acceptable Use Policy and Terms of Service

1. Introduction

These policies describe:

- i. the terms under which domain name registrations can be submitted to the Registry as well as how the Registry will process domain name registration requests.
- ii. the technical and administrative measures that the Registry shall use to ensure a fair, and technically stable administration of the TLD, setting out the basic rules and procedures applicable to:
 - a. Any natural person or entity interested in registering a Domain Name;
 - b. the Registry; and
 - c. Registrars.

The Registry Policies for .locker can be found at: <https://nic.locker/>.

2. Definitions

“Registry Operator” means Orange Domains LLC, the Registry Operator as licensed by ICANN under the Registry Agreement for the TLD .LOCKER. See: [.locker Registry Agreement \(icann.org\)](#)

“Registered Name” means a domain name within the domain in the gTLD .locker with which it provides registry services, maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A domain name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

“Registrant” means the registered name holder, being a person, organization or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.



3. General Provisions for .locker

As a Registrant, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.

As a Registrant you: (a) acknowledge and agree that Registry Operator 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: (i) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to Registry or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

As a Registrant, you are prohibited in the use of your Registered Name from distributing malware, abusively operating botnets, phishing, pharming, spam, or otherwise engaging in activity contrary to applicable law, and the consequences for such activities include suspension of your registered domain name.

Nothing in this Acceptable Use and Terms of Service shall confer any right to any third party with respect to Registry Operator discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).

As a Registrant, you are required to comply with all ICANN consensus policies applicable to Registrants, including (i) the Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>), and (ii) the Uniform Rapid Suspension Policy; [procedure-01mar13-en.pdf \(icann.org\)](#) and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Registry Operator, Registrar or Registrants, and as may be amended by ICANN from time to time. Note: the ICANN policy on the whois applies and information can be found here: <https://whois.icann.org/en/policies>



By applying for or obtaining registration of a Registered Name, you acknowledge your acceptance and compliance with the terms under which such application and registration was made, including the terms and conditions of Sunrise registrations set forth in the .LOCKER Launch Plan, .LOCKER Sunrise Dispute Resolution Policy, and all provisions herein.

1) **Acceptable Use and Anti-Abuse Policy**

The 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, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements,

requests of law enforcement, or any dispute resolution process; (3) to avoid any

liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

The Registry shall also have the discretion to undertake such actions as cancellation, transfer, locking, or suspension of a name subject to abusive uses. Such abusive uses create security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. The Registry defines abusive use as the wrong or excessive use of power, position or ability, and includes, without limitation, the following:

- Illegal or fraudulent schemes;
 - Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to e-mail spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Websites and Internet forums. An example, for purposes of illustration, would be the use of email in denial-of-service attacks;
 - Phishing: The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;



- Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;
- Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;
- Fast flux hosting: Use of fast-flux techniques to disguise the location of Websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities. Fastflux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;
- Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct denial- of-service attacks (DDoS attacks);
- Distribution of child abuse images; and
- Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

Registrant of a letter/letter two-character ASCII label 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 action that the Registry may make in relation to this Acceptable Use and Anti-Abuse Policy:

- i. may be taken with or without notification to the Registrant; and is in addition to any other rights that the Registry may have in law.
- ii. The Registry is not required to give reasons for action taken as per the above



but may do so from time to time where the Registry deems it appropriate at its absolute discretion.

2) Sunrise Registration Anti-Hijack Provisions

Registered Names obtained in accordance with the Sunrise registration process shall be solely registered to the qualified applicant thereof who is the owner of the trade or service mark registration on the basis of which the Sunrise registration was allocated. Such Registered Names shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to

Sunrise qualification, and shall remain subject to the provisions of the Sunrise Challenge Policy.

Registered Names obtained in accordance with the Sunrise registration shall not be maintained using a privacy or proxy registration services.

3) Additional Terms and Restrictions

The Registrant will abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

The Registrant further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

General Provisions

Representations and Warranties

At the time of registering an available Domain Name, a registrant may be required to provide certain warranties as part of the Registrars terms and conditions and provide true and accurate details and information about the registrant. It is the Registrant's responsibility to ensure that any information provided when registering or renewing a Domain Name is complete and accurate. Additionally, Registrants are required to update your information with the Registrar if a change has occurred to the information provided. Orange Domains LLC makes no warranties of any kind with respect to the TLD.



locker

Limitation of Liability

In no event will the Registry, its directors, employees, or agents be liable to the Registrant or any third person for any indirect, consequential, exemplary, incidental, special, or punitive damages, including for any lost profits or lost data arising from use of the Services, or any user content, user websites or other materials accessed or downloaded through the domain name services, even if the Registry is aware or has been advised of the possibility of such damages.

As a condition of receiving access to the domain name services, Registrants and Registrars must understand and agree that the Registry's liability shall be limited to one of the following (as the Registry may determine in its sole discretion): (i) supplying the Domain Name again or (ii) a refund of the monies paid to the Registry in respect of the Domain Name.

Nothing in this section shall limit any liability to you by reason of the fraud of the Registry or any claim under applicable law arising from death or personal injury.

Disclaimer

No Guarantee: The Registry provides no registration guarantees in relation to the various phases of the launch and Registry Policies. Domain Name Registrations shall be determined either through allocation by the Registry, request for proposal, auction, or

on a First-Come, First-Served basis, assuming that the applicant meets all of the eligibility requirements designated by the Registry. First-Come, First-Served has many risks, and the Registry makes no guarantees or warranties as to whether any applicant will be successful in registering any Domain Name. Additionally, the Registry is not responsible for any failure on the part of the Registrant to timely file required paperwork, documents, or other materials that may be required by the Registry to successfully procure a Domain Name or any failures on the Registry's part to timely pass on any communications or information requests between the Registrant and the Registrar. The Services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever.

Indemnification

Registrant will indemnify, defend, and hold the Registry, Registrar and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, including any registry services provider, affiliates, successors, assigns and attorneys (each a "Registry Related Party") from and against



.locker

any and all claims made by third parties against the Registrant or Registry Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis , and costs (including claims without legal merit or brought in bad faith), relating to or arising under the Registry Policies, including your use, display, exploitation, or registration of the Domain Name. If a Registry Related Party is threatened by claims or suit of a third party, the Registry Related Party may seek written assurances from you that you can satisfy and fulfill your indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the Registry Related Party is a material breach of the Registry Policies.

Amendments

The Registry reserves the right to amend the Registry Policies from time to time. Any updated policies published on the Registry's website at nic.locker shall be the valid policies. It is important to ensure that Registrants read and understand the Registry Policies as applicable. The Registry may discontinue or amend any part or the whole of the Registry Policies from time to time at its absolute discretion.

