



## Sunrise Overview

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## Sunrise Overview

### Scope and Timing

Each Donuts Inc. (“Donuts”) TLD will offer a 60-day Sunrise period as a rights protection mechanism for mark holders before registration by the general public becomes available. During Sunrise, only SMD File holders (or their agents) will be authorized to submit Sunrise Applications. Successful Sunrise Registrations will be allocated in the TLD after Sunrise concludes.

### Application Process Overview

The following process applies to Sunrise Applications:

- a) SMD Files submitted with Sunrise Applications are validated by the Registry.
- b) Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry.
- c) Domain Names for which a valid Sunrise Application has been received that (1) meet the Sunrise Registration eligibility criteria described herein and (2) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement, will be allocated to the Applicant following the close of Sunrise.
- d) If more than one Sunrise Application for the same Domain Name meet the eligibility criteria described herein, the Sunrise Applications will be submitted to an Auction Provider as described below.
- e) Domain Names awarded to successful Sunrise Applicants at auction will be allocated by the Registry following the conclusion of such auction.

### Auction

If more than one Applicant submits a valid Sunrise Application for the same Domain Name, the Registry will notify the applicable Registrar(s) at the end of the Sunrise period. The prevailing Applicant for the Domain Name will be determined at an auction hosted by an auction provider of Donuts’ choice (“Auction Provider”). The auction process will be governed by the terms and conditions published by the Auction Provider and provided to such Applicants (“Auction Rules”). Domain Names awarded to successful Sunrise Applicants at auction will be allocated by the Registry typically within seven (7) days of notification from the Auction Provider that the auction has concluded.

### Available Sunrise Registration Periods

Sunrise Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

### Processing Sunrise Registrations

The Registry will not process a Sunrise Application unless the Registry has: (1) validated the SMD File with the TMCH, and (2) received, or has, in its discretion, reasonable assurance of payment from the Registrar of all applicable fees, including the non-refundable, one-time Sunrise participation fee for the Sunrise Application.

### **TMCH, SMD Files, and Domain Name Label Requirements**

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

#### *Eligible Applicants*

Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

#### *SMD File Requirements*

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application.

#### *Allocation*

Unless otherwise stated in this Overview, the Registry will allocate a Domain Name if:

- a) The Domain Name Label meets the requirements set out below;
- b) The Domain Name Label and the information contained in the Registrar's request meet the requirements in the Registrar Terms and Conditions;
- c) The Domain Name Label is available; and
- d) The Registrar is in good standing with the Registry.

#### *Domain Name Label Requirements*

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

- a) if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website);
- c) not begin or end with a hyphen;
- d) not exceed 63 characters;

- e) contain at least one character; and
- f) not contain hyphens, except where two consecutive hyphens (--) are used in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection (b) above.

#### *DPML*

Sunrise Applications and Sunrise Registrations are unaffected in any way by a DPML block that may exist for the Domain Name Label. A Sunrise Registration will not incur a DPML override fee.

### **Sunrise Applicant Notification**

Notification to Sunrise applicants will be as follows:

- a) At the end of Sunrise, the Registry will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
- b) In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- c) Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- d) At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application:
  - a. Prevailed in the auction and was allocated the Domain Name; and which
  - b. Lost in the auction.
- e) The Registry may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.
- f) The Registry may also publish all or any portion of a pending Sunrise Application online (e.g., via WHOIS).

### **The Registry's Rights regarding Sunrise Applications**

The Registry shall be entitled, but not obligated, to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

- a) To enforce Registry policies and ICANN Requirements, each as amended from time to time;
- b) That is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
- c) To protect the integrity and stability of the operation or management of the Registry;

- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- f) To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- g) If the Registry receives notice that the SMD File is under dispute; or
- h) As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.

### Sunrise Disputes

Information regarding the Donuts Sunrise dispute resolution policy is available on the Registry Website.

### Definitions

- ASCII means the American standard code for information interchange.
- Applicant means a natural person, company, or organization submitting a Sunrise Application.
- DPML means the domains protected marks list service provided by Donuts that enables an applicant to block a Domain Name Label across Donuts TLDs as outlined in the Donuts DPML Overview.
- Domain Name means a domain name in and maintained by the Registry's database consisting of at least the Domain Name Label and TLD together, separated by a dot (e.g., "second.top").
- Domain Name Label means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name "second.top", "second" is the label).
- IDN means Internationalized Domain Name.
- Registrar means a Domain Name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.
- Registry means a TLD name registry owned and operated by Donuts or its affiliate.
- Registry Website means [www.donuts.co](http://www.donuts.co) or other TLD-specific URL directed from such website.

- SMD File is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-Sunrise eligible terms have been successfully validated and entered into the TMCH database.
- Sunrise means the period as shown in the Timeline above during which holders of SMD Files may submit Sunrise Applications.
- Sunrise Application means the non-transferrable, complete, technically correct request for a Domain Name Registration submitted by a Registrar to the Registry during Sunrise.
- Sunrise Registration means a Domain Name registration resulting from an approved Sunrise Application.
- TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.
- TMCH Guidelines means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.

*This Sunrise Overview is a generalized summary of the terms and conditions of this service and does not form a binding contract between Donuts and the reader.*



# Sunrise and DPML Dispute Resolution Policy

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## Sunrise and DPML Dispute Resolution Policy

### 1. Background and Objectives

#### a) Scope and purpose

The ICANN gTLD Applicant Guidebook sets out a requirement for all new gTLD registries to provide a Sunrise Dispute Resolution Policy (Module 5, Trademark Clearinghouse, paragraph 6). In addition, Donuts Inc. (“Donuts”) provides a dispute resolution mechanism for its Domains Protected Marks List service (“DPML”).

This Sunrise and DPML Dispute Resolution Policy (the “Policy”) governs disputes arising out of or concerning the Sunrise service and DMPL offered by Donuts. Additional information regarding Sunrise and DPML is available on the Donuts Website.

#### b) Definitions

In this Policy, the following words and phrases have the following meanings:

<u>Complainant</u>	A person (legal or natural) who makes a complaint under this Policy.
<u>Donuts Website</u>	www.donuts.co
<u>Identical Match</u>	<p>The domain name label is an identical match to the trademark, meaning that the label consists of the complete and identical textual elements of the mark in accordance with section 4.2.1 of the TMCH Guidelines. In this regard:</p> <ul style="list-style-type: none"><li>a) <i>For a trademark exclusively consisting of letters, words, numerals and/or special characters:</i> the recorded name of the mark is an identical match to the reported name as long as all characters are included in the trademark record provided to the TMCH and in the same order in which they appear on the trademark certificate.</li><li>b) <i>For a marks that do not exclusively consist of letters, words, numerals, or special characters:</i> the recorded name of the trademark is an identical match to the reported name as long as the name of the trademark includes letters, words, numerals, keyboard signs, and punctuation marks that are: (i) predominant, (ii) clearly separable or distinguishable from the device element, and (iii) all predominant characters are included in the trademark record submitted to the TMCH in the same order they appear in the mark.</li></ul>
<u>Panellist</u>	The person or organisation appointed by the Provider to provide a written decision in relation to a dispute arising under this Policy.
<u>Provider</u>	The dispute resolution provider appointed by Donuts to administer resolution of disputes arising under this Policy.
<u>Provider’s Website</u>	http://www.synetergy.com
<u>Respondent</u>	The applicant or registrant of the domain name(s), or the DPML account holder subject to a complaint under this Policy.
<u>SMD File</u>	A signed mark data file issued by the TMCH signifying that the TMCH has verified that the trademark contained in the SMD File meets the requirements for inclusion in the TMCH in accordance with TMCH Guidelines in force at the time when a complaint under this Policy is filed.
<u>Sunrise</u>	That period of time during which holders of SMD Files may submit domain name applications for a TLD before registration becomes available to the



	general public.
<u>TMCH</u>	Trademark Clearinghouse ( <a href="http://www.trademark-clearinghouse.com">http://www.trademark-clearinghouse.com</a> ).
<u>TMCH Guidelines</u>	Guidelines published by the TMCH for mark holders and agents to inform them about the eligibility requirements for inclusion of marks in the TMCH and participation in sunrise services (currently available at <a href="http://www.trademark-clearinghouse.com/sites/default/files/files/downloads/TMCH%20guidelines%20v1.1_0.pdf">http://www.trademark-clearinghouse.com/sites/default/files/files/downloads/TMCH%20guidelines%20v1.1_0.pdf</a> ).

### c) End-Date Sunrise

Donuts utilizes an end-date Sunrise process, meaning Sunrise registrations will not occur during Sunrise. Rather, at the end of Sunrise, sole applicants meeting all Sunrise criteria for an available domain will be awarded their applied-for domain. Other than the requirement to submit a valid SMD File with Sunrise applications, Donuts does not apply allocation criteria in its Sunrise application process. If there are multiple applicants for an available domain, those applicants will go to auction at the end of Sunrise after which the auction winner will be allocated the domain. Additional information regarding Sunrise and the auction process is available on the Donuts Website.

### d) Trademark validation and SMD File fraud

The TMCH is responsible for maintaining Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing Sunrise applications, Donuts relies on the validity of mark holder information contained in SMD Files provided by the TMCH.

Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined in <http://trademark-clearinghouse.com/dispute> prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in an SMD File or a Sunrise application, Donuts may disqualify the Sunrise application or, in the event that fraud is detected after the Sunrise period, delete the applicable domain name(s).

## 2. Donuts Internal Review

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to Donuts at [dispute@donuts.co](mailto:dispute@donuts.co).

When possible, Donuts may attempt to resolve the issue internally without charge. If, in the opinion of Donuts, the matter would be more appropriately dealt with by the TMCH, Donuts will advise the potential Complainant accordingly. If the complaint relates to a registry process error, Donuts will investigate and if upheld seek to resolve such errors internally without charge. In the event Donuts, in its discretion, is unable to resolve the dispute, Donuts will notify the potential Complainant to submit its complaint to the Provider as outlined in this Policy.

## 3. Who can make a Complaint?

Any person can raise a complaint under this Policy, subject to the following:

- a) Donuts (in its internal review) or the Panellist may in their sole discretion determine that a Complainant is a vexatious complainant, i.e. the Complainant has habitually and persistently and without any reasonable grounds instituted vexatious complaints under this Policy or equivalent policies (whether against the same person or different persons)(a "Vexatious Complainant").

- b) Factors that are relevant to the determination include, but are not limited to (a) the number of complaints made by the Complainant under this Policy, or equivalent policies, which were resolved in favour of a respondent; and (b) whether the Complainant has exhibited a pattern or practice of filing complaints that have not passed Donuts' Internal Review.

Donuts may in its sole discretion bar a Vexatious Complainant from future filing under this Policy.

## **4. What you Need to Prove**

### **4.1 Sunrise complaints**

To prevail in a Sunrise dispute under this Policy, a Complainant must prove by clear and convincing evidence that any of the following grounds apply:

- a) 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;
- b) the domain name is not identical to the mark on which the registrant based its sunrise registration;
- c) 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;
- d) the trademark registration on which the domain name registrant based its sunrise registration did not issue on or before the effective date of the Registry agreement and was not applied for on or before ICANN announced the applications received;
- e) the Sunrise registrant does not meet the "in-use" standard;
- f) the SMD File used to complete the Sunrise registration was fraudulently obtained and/or submitted; or
- g) a registry process error occurred that resulted in an incorrect Sunrise registration.

### **4.2 DPML complaints**

To prevail in a DPML dispute, a Complainant must prove by clear and convincing evidence that any of the following grounds apply:

- a) at the time the challenged domain name was blocked, the DPML block applicant 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);
- b) the trademark registration on which the DPML applicant based its DPML block is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- c) the trademark registration on which the DPML applicant based its DPML block did not issue on or before the effective date of the Registry agreement and was not applied for on or before ICANN announced the applications received;
- d) the DPML block otherwise does not meet Donuts requirements for DPML eligibility (e.g. the blocked domain name label is not an Identical Match or does not contain an Identical Match of the domain name label in the SMD File); or
- e) a registry process error occurred that resulted in an incorrect DPML Block.

Questions or disputes regarding the ability of a mark holder to override a DPML block should be addressed to Donuts at [DPML@donuts.co](mailto:DPML@donuts.co). Additional information regarding DPML is available on the Donuts Website.

## **5. Initiation of Complaint Under this Policy**

### **5.1. Timing of submission**

- a) Sunrise complaints must be filed with the Provider within ninety (90) days of the date of registration of the relevant domain name(s).
- b) DPML complaints may be filed at any time the applicable DPML block is in effect.

### **5.2. Format of submission**

All submissions, including any annexes, under this Policy must be lodged electronically via the appropriate form on the Provider's Website.

### **5.3. Providing evidence**

- a) The complaint must include:
  - (i) Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorised to act for the Respondent in the administrative proceeding;
  - (ii) 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) relied on (as set out in paragraphs 0 or 0);
  - (vi) Up to 500 words describing how the criteria relied on are made out;
  - (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.

The complaint must conclude with the following statement for and on behalf of the Complainant:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the dispute resolution provider and panellists except in the case of deliberate wrongdoing, (b) the registrar, (c) Donuts, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents."

"Complainant certifies that the information contained in this complaint is to the best of Complainant's knowledge complete and accurate, that this complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this complaint are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing all documents.

- b) A single complaint may relate to more than one domain name, provided that the domain names are registered the same registrant, and are all in TLDs operated by Donuts.

## 6. Fees

- a) All fees charged by the Provider in connection with a dispute under this Policy shall be paid by the Complainant at the time of submission of the complaint.
- b) The fees are GBP 250 for a single complaint relating to up to 5 domain names registered to the same registrant. For a complaint involving 6 or more domain names, the Complainant should contact the Provider directly for a quotation using the contact details on the Provider's Website.
- c) The Provider's Website contains information about acceptable payment mechanisms.

## 7. Notification of Complaint

- a) The Provider shall review the complaint for administrative compliance with this Policy and, if in compliance, shall forward the complaint, including any annexes, electronically to the Respondent within five (5) days following receipt of the fees to be paid by the Complainant in accordance with paragraph 6.
- b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by the Complainant.
- c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under paragraph 7(a) in connection with sending the complaint to the Respondent.
- d) The Provider shall immediately notify the parties, the concerned registrar, and Donuts of the date of Commencement of the administrative proceeding.

## 8. Response

- a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.
- b) The response shall:
  - (i) In up to 500 words, respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent to retain the disputed domain name;
  - (ii) Provide the name, postal and email addresses and the telephone numbers of the Respondent and of any representative authorised to act for the Respondent in the administrative proceeding;
  - (iii) Identify and annex applicable trademark(s) as validated by the TMCH and the relevant SMD File; and
  - (iv) 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.

The response must conclude with the following statement for and on behalf of the Respondent:

“Respondent certifies that the information contained in this response is to the best of Respondent's knowledge complete and accurate and that the assertions in this response are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument.”

Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

## **9. Further Statements**

The Panellist is not required to consider any further statements submitted by or on behalf of the parties in relation to any administrative proceeding under this Policy.

## **10. Appointment of Panellist**

- a) The Provider shall maintain a list of Panellists and their qualifications.
- b) The role of the Panellist is to evaluate whether or not the Complaint satisfies the criteria set out at paragraph 4 of this Policy. The Panellists shall not specify a remedy, which is to be determined by Donuts (see paragraph 17).
- c) The Provider shall appoint within five (5) days following receipt of the response or the lapse of the time period for the submission of the response, a Panellist. The Provider will notify the parties of the name of the Panellist and the date on which a decision, absent exceptional circumstances, the Panellist shall forward its decision on the complaint to the Provider.

## **11. Impartiality and Independence**

A Panellist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panellist's impartiality or independent. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panellist, the Panellist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panellist.

## **12. Communication between the Parties and the Panellist**

No party or anyone acting on its behalf may have any unilateral communication with the Panellist. All communications between a Party and the Panellist shall be made through the Provider.

## **13. Transmission of File**

The Provider shall forward the file to the Panellist as soon as appointed.

## **14. No In-Person Hearings**

There shall be no in-person hearings (including hearings by teleconference, video conference or web conference).

## **15. Impact of Default**

- a) In the event that a party, in the absence of exceptional circumstances, does not comply with any of the time periods established by this Policy or the Panellist, the Panellist shall proceed to a decision on the complaint.
- b) If a party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, this Policy or any request from the Panellist, the Panellist shall draw such inferences as it considers appropriate.

## **16. Panellist Decision**

### **16.1 Basis of decision**

- a) The Panellist will make a decision on the basis of the statements and documents provided by the parties, this Policy, other Donuts policies, and any rules and principles of law that it

- deems applicable;
- b) In the absence of exceptional circumstances, the Panellist shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to paragraph 10;
  - c) The Panellist's decision will be in writing, in summary format and may (but is not required to) provide reasons or commentary as the Panellist in its sole discretion deems appropriate; and
  - d) All decisions rendered under this Policy will be published on the Provider's website. Subject to the parties' rights under paragraph 18, the Panellist's decision shall be final, without the availability of appeal.

## **16.2 Communication of decision to the parties**

Within five (5) days after receiving the decision from the Panellist, the Provider shall communicate the full text of the decision to each party, the applicable registrar, and Donuts.

## **17. Remedies**

- a) If the Panellist finds that the Complaint succeeds, Donuts in its discretion shall determine the most appropriate remedy for the parties consistent with the decision of the Panellist.
- b) The available remedies may include, but are not limited to:
  - (i) revocation or cancellation of the disputed domain name(s) or DPML block without refund of any registration or related fees; or
  - (ii) transfer of the disputed domain name(s) to the Complainant, provided that the Complainant agrees to the same terms as required for registration in the relevant TLD.
- c) In the event that a complaint under this Policy is not upheld, the disputed domain(s) will be retained by the Respondent and any lock in place will be lifted.

## **18. Implementation of decision**

Donuts will implement the remedy as directed by the Panellist's decision unless Donuts has received within ten (10) days of issuance of such decision official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the Complainant or Respondent has commenced and served a lawsuit against the other party/parties in another venue. If Donuts receives such documentation within the ten (10) day period, Donuts will not implement the decision, and will take no further action, until Donuts receives (i) satisfactory evidence of a resolution between the parties; (ii) satisfactory evidence that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering that a party/parties have no right to the domain name(s) in dispute.

## **19. No modifications, transfers, or deletion during disputes under this Policy**

On initiation of a complaint under this Policy, the disputed domain name(s) will be locked against modification or transfers between registrants and/or registrars, and against deletion.

## **20. Availability of Court Proceedings**

The dispute process set forth in this Policy does not prevent either party from submitting a dispute concerning the domain name to another administrative proceeding (e.g. UDRP or URS) or to a court of competent jurisdiction. Such activity may be initiated during the Sunrise or DMPL dispute resolution process or after such proceeding is concluded. The party initiating such activity must immediately provide the Provider with notice of commencement of such activity, whereupon any active proceedings under this Policy will be stayed pending the outcome of the proceedings so initiated.

## **21. Exclusions of Liability**

Except in the case of deliberate wrongdoing, neither Donuts, the Provider, nor any Panellist shall be liable to a party for any act or omission in connection with any administrative proceeding under this Policy.

## **22. Language of Proceedings**

The language of proceedings shall be English. All communications shall be in English. It is the responsibility of the parties to provide certified translations into English of all documents and supporting evidence whose original is in any other language, along with a copy of the original.

## **23. Ability to Update**

This Policy is subject to change in Donuts discretion. It is the obligation of the parties to check the most recent version of this Policy as published on the Donuts Website. The version of this Policy in effect at the time of submission of the complaint to the Provider shall apply to the relevant administrative proceeding.



## Whois Access Policy

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## Whois Access Policy

### Dissemination of Domain Registration Information

Donuts Inc. (“Donuts”) is required to collect and provide domain name registration information (“Whois Data”) for a variety of purposes. Donuts provides access to Whois Data through a standard text-based network protocol on port 43. Whois Data can also be accessed on the Donuts website using a standard web interface at [www.donuts.co](http://www.donuts.co). Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois Data in a Donuts registry operator’s database is provided to assist in determining the contents of a domain name’s registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name’s registrar of record.

The data in this record is provided for informational purposes only; Donuts does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Donuts shared registration system (“SRS”), you agree to abide by this Whois Access Policy (this “Policy”). Donuts reserves the right to modify this Policy at any time.

### Security and Stability Considerations

Abuse of the Donuts Whois system through data mining is be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Donuts Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

Donuts will employ a blacklist to block access to Whois Data by those found in violation of this Policy or any Donuts policy. At Donuts’ complete discretion, individual Internet protocol (“IP”) addresses or IP ranges may be prevented from accessing Whois Data.

### Terms of Use

By accessing Whois Data from a Donuts’ registry operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois Data to:

- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);

- enable high volume, automated, electronic processes that send queries or data to the systems of Donuts or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Donuts Whois service, consider the following:

- The Whois service is not a replacement for standard EPP commands to the SRS service;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods.
- Queries to the Whois service may be “throttled” (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the Donuts searchable Whois service is available on the Donuts website at [www.donuts.co](http://www.donuts.co).



## Privacy Policy

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## Donuts Privacy Policy

Donuts is committed to protecting the privacy of those who register domain names (“Registrants”) and make use of its Internet domain name registry services (the “Services”). Donuts will handle personal data provided to it by registrars and Registrants in accordance with this Privacy Policy.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

Donuts reserves the right to modify this Privacy Policy from time to time without notice, such changes will be available on the Donuts website at <http://www.donuts.co>. Each time you access or use the Services, you will be bound by the thenp effective Privacy Policy.

## External Websites

The Donuts website and the Services may contain links to external websites. Donuts is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to their websites.

## Use of the Internet

The transmission of information via the Internet is not completely secure. Further, communicating via the Internet and other electronic means necessarily involves personal information passing through or being handled by third parties such as Internet service providers. Although Donuts will do its best to protect personal data, Donuts cannot guarantee the security of the information transmitted and any transmission of information is at your own risk.

## Information Collected and Whois Service

Donuts collects certain data from its contracted registrars. Such data includes domain name registration information provided by Registrants to registrars, including, but not limited to: registered domain name, nameserver delegation, Registrant name, contact name, address, phone number, email address, and IP address (“Whois Data”). While Donuts will comply with all requirements related to the accuracy of Whois Data under its registry agreements with the Internet Corporation for Assigned Names and Numbers (“ICANN”), Donuts cannot guarantee that all personal data received is accurate or up-to-date and will not, therefore, be responsible for any inaccuracies.

To support the security of the Internet and ensure continuity in service, Donuts is required to maintain a service that provides Whois Data (the “Whois Service”). The Whois Service is available to any Internet user, and its use does not require prior authorization or permission. For example, the Whois Service discloses Whois Data to third parties to ascertain the Registrant or the registrar of a domain in cases of (i) technical problems that might occur when accessing its domain; (ii) assisting law enforcement authorities in investigations, crime prevention, and matters of national security; (iii) helping to counter the infringement of third-party legal rights; (iv) preventing fraud; and (v) other lawful queries. In essence, Registrant Whois Data is publicly available upon request. In case of a registrar’s failure, loss of registrar accreditation, court order, or other emergency event that prompts the temporary or definitive transfer of domain names from one registrar to another registrar, Donuts may provide ICANN or another third party with Whois Data.

More information on the Whois Service is available in the Acceptable Use and Anti-Abuse Policy and Whois Access Policy, both available on the Donuts website.

### **Other Use of and Access to Personal Data**

Donuts shall take all reasonable steps to protect personal data collected from loss, misuse, unauthorized disclosure, alteration, or destruction. Personal data supplied to Donuts will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of Donuts, except when Donuts has express permission or under special circumstances, such as when Donuts believes in good faith that disclosure is reasonably necessary to (i) comply with legal processes; (ii) enforce or comply with agreements between Donuts and ICANN; (iii) enforce or comply with agreements between Donuts and registrars; (iv) comply with policies adopted from time to time by Donuts and posted under "Policies" on the Donuts website; or (v) protect the rights, property, or personal safety of Donuts, its contracted parties, customers, or the public.

Donuts may share zone file data (such as domain names and name servers) to third parties for lawful purposes. Donuts may also share personal data with vendors, escrow agents, consultants and other service providers ("Service Providers") engaged by or working with Donuts and who need access to such information to carry out their work for Donuts. Donuts is not responsible for the actions of Service Providers or other third parties, nor is Donuts responsible for any additional information provided directly to these Service Providers or other third parties by registrars or Registrants.

Donuts may from time to time use data submitted by registrars for statistical analysis, provided that any such analysis will not disclose individual non-public personal data and such non-public personal data only is used for internal business purposes.

### **Protection of Personal Data**

Donuts has endeavored to put into place and maintain reasonable security measures in an effort to protect the security of non-public personal information while it is under Donuts' control. Please be aware, however, that despite Donuts' best efforts, no security measures are perfect or impenetrable.

### **Transfer of Ownership**

We reserve the right to transfer ownership of Donuts, its subsidiaries, or the Services (including the personal data collected by Donuts) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of us, a subsidiary or line of business associated with Donuts. Such a transaction may involve the disclosure of personal data to prospective or actual purchasers, or the receipt of it from sellers.

### **User Contact – Opt-out**

From time to time, Donuts may notify registrars and Registrants ("Users") of new products, announcements, upgrades and updates. Users may opt-out of these promotional mailings by sending an email with their name to: [compliance@donuts.co](mailto:compliance@donuts.co) or by contacting us at the mailing address below:

**Donuts Inc. 10500 NE 8<sup>th</sup> Street, Suite 350, Bellevue, WA 98004, USA**

Donuts reserves the right to send Users email related to business practices and systems operations, such as outage notifications and quota warnings, even if the User has opted out of promotional mailings.

### **Governing Law**

This Privacy Policy and all issues regarding this website are governed by the laws of the State of Washington and are subject to the exclusive jurisdiction of the courts located in King County, Washington.

### **Contacting Us**

If you have any questions about this Privacy Policy or Donuts' practices relating to the Services, you can contact us at the following address: [compliance@donuts.co](mailto:compliance@donuts.co)



## Acceptable Use and Anti-Abuse Policy

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## Acceptable Use and Anti-Abuse Policy

Donuts is committed to the stable and secure operation of its top-level domains (“TLDs”). Abusive use of domain names creates security and stability issues for registries, registrars and registrants - as well as for users of the Internet in general. Accordingly, Donuts requires that domain names in its TLDs adhere to this Acceptable Use and Anti-Abuse Policy (“AUP”).

Donuts will address abusive behavior in its TLDs consistent with this AUP. Donuts provides an abuse point of contact through an e-mail address posted on the Donuts website found at [www.donuts.co](http://www.donuts.co) (currently: [abuse@donuts.co](mailto:abuse@donuts.co)). This e-mail address will allow multiple staff members to monitor and address abuse reports. Donuts also provides a web form for complaints on the Donuts website.

Donuts reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

- to protect the integrity and stability of one of its registries;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of Donuts, , its affiliates, subsidiaries, officers, directors, contracted parties, agents, or employees;
- to comply with the terms of the applicable registration agreement and Donuts’ policies;
- where registrant fails to keep Whois information accurate or up-to-date;
- domain name use is abusive or violates the AUP, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;
- to correct mistakes made by a registry operator or any registrar in connection with a domain name registration; or
- as needed during resolution of a dispute.

Abusive use of a domain is described as an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- distribution of malware;
- dissemination of software designed to infiltrate or damage a computer system without the owners informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- DNS hijacking or poisoning;



- spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging spam, and the spamming of Internet forums;
- botnets, including malicious fast-flux hosting;
- denial-of-service attacks;
- child pornography or any images of child abuse;
- promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- illegal access of computers or networks.