

Travelers TLD, LLC - Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the “SDRP”) sets forth the terms and conditions that govern challenges to sunrise domain name registrations from the .REDUMBRELLA, .TRV, and .TRAVELERSINSURANCE top-level domain registries operated by Travelers TLD, LLC (“Travelers TLD” or “Registry Operator”), and is incorporated by reference into the Travelers TLD, LLC - Sunrise Registration Policy. This SDRP is effective as of the first day of the sunrise registration period for the relevant Travelers TLD top-level domain registries. This SDRP may be invoked by filing a Complaint with the National Arbitration Forum. The Rules governing the SDRP process may be found at <http://domains.adrforum.com>.

1. Purpose

This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered in violation of the Travelers TLD, LLC – Sunrise Registration Policy.

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint alleging that the sunrise registration was improper under one or more of the following criteria.

a. Improper Sunrise Registration

A Complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Travelers TLD, LLC – Sunrise Registration Policy. The Complaint must prove one or more of the following elements:

- i. the registration eligibility criteria set out in the Travelers TLD, LLC – Sunrise Registration Policy were not met by the registrant at the time of the Sunrise registration
- ii. at the time the challenged domain name was registered, the registrant did not hold a valid trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- iii. the domain name is not identical to the mark on which the registrant based its sunrise registration;¹
- iv. the trademark registration on which the domain name registrant based its sunrise registration was not applied for on or before June 13, 2012, the day ICANN announced all new generic top-level domain applications.

b. SDRP Effective Dates

Any SDRP claim brought under this Policy shall be brought before the end of a ninety (90) day period following conclusion of the applicable sunrise registration period.

3. Evidence and Defenses

a. Evidence

Panelists will review the Travelers TLD, LLC – Sunrise Registration Policy, the relevant Travelers TLD Registration Policy, and all other applicable registration criteria, the Complaint, the position of the Registry Operator if any, and the position of registrant if applicable, when making their decision.

¹ For the purposes of analysis of this element, neither the gTLD itself, nor the “dot,” shall be considered.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedies

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the domain name will be, in the sole discretion of Registry Operator, (a) suspended for the remaining term of registration, (b) cancelled and returned to the pool of names available for registration, or (c) reserved by Registry Operator and subsequently made available for registration under such terms as Registry Operator may determine, including to the party filing the Complaint.

5. Procedure

a. Pre-Filing Requirements

Before filing a complaint with a Provider (as defined below) pursuant to this SDRP, a complainant must contact Registry Operator at ngtld-abuse@cscinfo.com and provide Registry Operator with an explanation of the basis for the to-be-filed complaint. Upon receipt of such a communication, Registry Operator will attempt to resolve the matter informally. If Registry Operator, in its sole discretion, determines that it is unable to resolve the matter, Registry Operator will notify the complainant to submit its complaint to a Provider.

b. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum" or "Provider") by submitting the Complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.

c. Registry Operator's or Registrar's Involvement

(i) Upon Provider's notification to Registry Operator of the Complaint pursuant to the Rules, Registry Operator shall have twenty (20) days to submit to Provider, if Registry Operator so chooses, any information or documentation relating to Registry Operator's position concerning the domain name(s), the Complaint, and compliance with this SDRP and any other applicable rules or policies.

(ii) Neither the Registry Operator nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD, against which a Complaint has been filed, will be as shown in the publicly available Whois database record for the relevant registrant. Registry Operator and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

d. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the Complaint or show other cause why the remedy requested in the Complaint should not be granted in accordance with

this SDRP. In all cases, the burden of proof shall be on the Complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the Complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and Registry Operator of any decision made by a Panelist.

e. Decisions

- (i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;
- (ii) the decision shall state whether the criteria for this SDRP has been satisfied or the status quo maintained;
- (iii) decisions made under this SDRP will be publicly published by the Forum on its website; and
- (iv) decisions made under this SDRP shall constitute a recommendation to the Registry Operator as to whether the Complainant has satisfied the provisions of this SDRP.

f. Implementation of a Lock and the Decision

If a Panelist's decision recommends a change to the status of a registered domain name, the Registry Operator will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry Operator (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a Complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received, no further action shall be taken until the Registry Operator receives (i) evidence satisfactory to Registry Operator of an agreed resolution between the parties; (ii) evidence satisfactory to Registry Operator that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of a valid order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

g. Representations and Warranties

Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

6. 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 or cancellation by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, Registry Operator, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, Registry Operator, the Forum, or the Panelist as a party or otherwise include the registrar, Registry Operator, the Forum, or the Panelist 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, Registry Operator, the Forum, the Panelist 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, Registry Operator, the Forum, the Panelist 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.

8. Relation To Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any dispute policies adopted by ICANN or Registry Operator. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to domain names in the TLD.

9. 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 or suspended (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications

Registry Operator reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum. Such revised SDRP shall be posted on Registry Operator's website at least ten (10) calendar days before it becomes effective;² unless this SDRP has already been invoked by the submission of a Complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

² The Forum may correct typographical errors without notice.