



.MOI SUNRISE POLICY

SECTION 1 DEFINITIONS

1.1 The following terms (whether used in the singular or plural) used in this .MOI Sunrise Policy have the respective meanings set forth below. Capitalized terms used in this .MOI Sunrise Policy and not defined below have the meanings set forth in the ICANN Trademark Clearinghouse Rights Protection Mechanism Requirements.

1.2 “Domain Name Label” means the set of characters to the left of the dot before a TLD.

1.3 “Identical Match” means that the domain name consists of the complete and identical textual elements of a trademark. Identical Match includes: (a) replacing with hyphens or omitting spaces between words within a Trademark Record; (b) spelling out with appropriate words the special characters @ and & within a trademark; (c) replacing with hyphens or omitting other special characters contained within a trademark that cannot be used in a second-level domain name.

1.4 “.MOI Sunrise Domain Name” means a domain name applied for and registered in the .MOI TLD during the Sunrise Period.

1.5 “Registrar” means an ICANN-accredited registrar that is a party to Registry Operator’s Registry-Registrar Agreement for the .MOI TLD.

1.6 “Registry Operator” means Amazon Registry Services, Inc.

1.7 “Trademark Clearinghouse” or “TMCH” means the trademark clearinghouse established by ICANN as part of the new gTLD program.

1.8 “Trademark Holder” means the owner, licensee, or assignee of a trademark or other mark.

1.9 “Trademark Record” means the complete and correct set of information concerning a trademark or other mark that has been submitted to and verified for accuracy and completeness by the Trademark Clearinghouse.

SECTION 2 SUNRISE TYPE

2.1 The Sunrise Period is a Start-Date Sunrise and will last for forty-five (45) calendar days.

SECTION 3 ELIGIBILITY

3.1 During the Sunrise Period, only a Sunrise-Eligible Rights Holder may apply to register a .MOI Sunrise Domain Name that is an Identical Match to its Trademark Record.

3.2 A valid, TMCH-issued Signed Mark Data (SMD) file must be submitted to the Registrar to support a Sunrise-Eligible Rights Holder's .MOI Sunrise Domain Name application. The SMD file must contain the Domain Label in the applied-for .MOI Sunrise Domain Name.

3.3 Each Sunrise Period applicant and its applied-for .MOI Sunrise Domain Name must meet the Sunrise Eligibility Requirements specified by ICANN and described by the TMCH, including those related to activation of a Trademark Record, definition of Identical Match, and the issuance of SMD files.

SECTION 4 .MOI SUNRISE DOMAIN NAME REQUIREMENTS

4.1 Each .MOI Sunrise Domain Name must meet the criteria of this Section 4.

4.2 It must be a minimum of 1 character and a maximum of 63 characters.

4.3 It must not start or end with a hyphen, but must start and end with an alphanumeric character.

4.4 It must not include a hyphen in the third or fourth position unless it represents a valid Internationalized Domain Name in its ASCII encoding

4.5 It must contain only numbers (0-9), letters, (a-z), and hyphens, or any combination of these elements.

4.6 It must not be a Reserved Name as set forth in Section 5.

4.7 A valid Internationalized Domain Name must be in a language script supported by Registry Operator.

4.8 It must comply with any additional rules and policies adopted by Registry Operator for the .MOI TLD.

SECTION 5 RESERVED NAMES, BLOCKED NAMES, PREMIUM NAMES

5.1 During the Sunrise Period, Registry Operator may withhold, allocate to itself, restrict, or block certain domain names from registration.

5.2 Registry Operator will reserve (withhold from registration or allocate to itself) names required or permitted to be reserved under Specification 5 to the .MOI Registry Agreement ("Reserved Names").

5.3 Registry Operator may reserve certain premium names for later release (after the Sunrise Period) by Registry Operator at its sole discretion ("Premium Names"). Registry Operator may classify certain generic terms as Premium Names and, in that event, such names are not available for registration during the Sunrise Period even if they are the subject of a Trademark Record.

5.4 At its sole discretion, Registry Operator may block certain names from registration (“Blocked Names”).

SECTION 6 ALLOCATION

6.1 Registry Operator will allocate .MOI Sunrise Registrations on a first-come, first-served basis.

6.2 Registry Operator will allocate a .MOI Sunrise Domain Name applied for under this Sunrise Policy unless (i) the applied-for .MOI Sunrise Domain Name is unavailable; (ii) the applied-for .MOI Sunrise Domain Name is a Reserved Name, Blocked Name, or Premium Name; and (iii) Registrar’s ability to submit applications under this Sunrise Policy had been suspended pursuant to the Registry-Registrar Agreement between Registry Operator and Registrar.

SECTION 7 SUNRISE DISPUTE RESOLUTION POLICY

7.1 By applying for a .MOI Sunrise Registration, you agree to submit to any challenges filed in accordance with Registry Operator’s Sunrise Dispute Resolution Policy (“SDRP”), which is accessible on Registry Operator’s website.

7.2 National Arbitration Forum (“Forum”) will provide SDRP dispute resolution services in accordance with the SDRP and the SDRP Rules, which are available on the Forum’s website.

SECTION 8 RESERVATION OF RIGHTS

8.1 Registry Operator may modify or revise this .MOI Sunrise Policy at any time to comply with (i) terms and conditions established by Registry Operator and/or ICANN; and (ii) applicable laws. Modifications or revisions to this Policy will be effective immediately after Registry Operator posts them on its website for the .MOI TLD or ICANN posts them on the TLD Startup page of ICANN’s website, whichever occurs later.

8.2 Your submission of an application for a .MOI Sunrise Registration or maintenance of a .MOI Sunrise Registration means you accept the terms and conditions of the .MOI Sunrise Policy. If you disagree with the .MOI Sunrise Policy, you should not apply for a .MOI Sunrise Registration or should cancel any .MOI Sunrise Registration that issued under this .MOI Sunrise Policy.

8.3 Registry Operator reserves the right to reject a Sunrise application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration (i) to protect the integrity and stability of Registry Operator’s operation or the security and stability of the internet; (ii) to correct errors made in connection with a Sunrise Registration by the Registrar or Registry Operator; (iii) if Registry Operator is notified that the validity of the SMD file relied upon for the Sunrise Registration is disputed; (iv) to enforce ICANN requirements and policies of Registry Operator; (v) that is not supported by accurate and complete information; (vi) abide by applicable laws, regulations, or policies; any order or decision by a court or administrative authority of competent jurisdiction; or any finding by the Forum under the SDRP; (vii) as provided in the Registrar’s terms and conditions or the Registry-Registrar Agreement between Registry Operator and Registrar; or (viii) to establish, assert or defend the legal rights of Registry Operator or a third party or to avoid liability by or damage to Registry Operator.