.pharmacy gTLD LAUNCH PLAN

Introduction

This plan has been developed to describe the launch of the .pharmacy Top-Level Domain (TLD) by the National Association of Boards of Pharmacy® ("Registry Operator"). The Launch Plan is designed such that it facilitates a fair, orderly and equitable introduction for the TLD, while granting priority to certain rights holders as directed by ICANN policies. The launch will consist of a number of different periods. Specific information and requirements for those wishing to participate in the launch of the TLD are detailed in relation to each of those periods.

This plan involves persons or entities submitting an Application via the .pharmacy domain name online program application. The Application data will be submitted to the Registry Operator for evaluation in accordance with ICANN's Public Interest Commitment specifications and .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

The manner in which Applications will be processed and evaluated, and names allocated, will be consistent throughout all phases of the .pharmacy launch.

Rules and General Procedures

I. Application Procedures and Requirements

   A. Domain Names can only be registered through a Registrar who has signed a Registry -Registrar Agreement with Registry Operator; the Registrar is in good standing with the Registry Operator and has agreed to participate in the .pharmacy launch.

   B. The Registry Operator will allow the creation of Domain Name Registrations only under the following conditions:

      1. The domain name is available and is not reserved, blocked or allocated to Registry Operator. Reserved names may be made available upon request of potential applicants and will be subject to premium pricing.

      2. The Applicant has furnished all necessary data to Registry Operator in its online Application in order for the Registry Operator to verify that the Applicant meets all applicable .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy. Registry Operator reserves the right to deny registration in all phases of registration to entities that do not meet the .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

C. Blocked, Reserved, and Premium names

1. Blocked Names are excluded from registration either temporarily (in the case of the list of .pharmacy names blocked due to name collision issue) or permanently (in the case of inappropriate names for .pharmacy as decided by the Registry Operator and those mandated by ICANN).

2. Reserved Names are only available at the discretion of the Registry Operator if the eligibility requirements are met and will be available to potential registrants during all phases of the .pharmacy launch.

3. Name Registrations will be sold using tiered pricing;

"Standard Names" have an Annual Registration Fee of $750.

"Premium Bronze Names" have an Annual Registration Fee of $2500

"Premium Silver Names" have an Annual Registration Fee of $10,000

"Premium Gold Names" are Reserved Names and will be sold at variable market prices. These most highly sought after "Premium Gold" names will have the same Annual Registration Fee as their initial Registration Fee.

The tiers and prices will remain consistent across all phases of the .pharmacy TLD, with the exception of the Members Limited Registration Period.

II. Syntax Requirements for ASCII Domain Names:

A. the domain name may only contain letters A-Z (case insensitive), the numbers 0-9, and hyphens

B. the domain name cannot begin or end with a hyphen ("-")

C. the domain name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions, except when preceded by "xn" and followed by a string that corresponds with an IDN string

D. underline characters are not allowed

E. the domain name cannot exceed 63 characters (excluding the TLD)

F. the domain name must have a minimum length of three characters

G. the domain name cannot consist of two characters according to ICANN Policy; however .pharmacy may apply to ICANN for the use of two-character domains in the near future.

III. Internationalized Domain Names in .pharmacy

Internationalized Domain Names or "IDNs" are available in Spanish characters only for the near future. Spanish language IDNs are the only available IDNs for the foreseeable future. Other languages may be added at a later date depending upon demand.

IV. Pre-Launch Period

Prior to any launch period, the Registry Operator will reserve and make unavailable to applicants those Domain Names specified by ICANN, or by the Registry Operator, in accordance with the Registry Agreement. Some of these names will be used for promotion of .pharmacy and will be entered into the zone on or after December 4, 2014.

.pharmacy Launch Phases

November 17, 2014 – Announcement

Announcement of Trademark Clearinghouse (TMCH) Sunrise Registration Period beginning on January 15, 2014

November 18, 2014 – Submission of NABP member board of pharmacy domain name requests begins

In preparation for the .pharmacy Qualified Launch Program (QLP), NABP will allow its member boards of pharmacy to request specific .pharmacy domain names beginning on November 18, 2014.

December 4, 2014 to December 16, 2014 – NABP Members' Limited Registration Period (Qualified Launch Program or QLP)

During the .pharmacy QLP, NABP member boards of pharmacy, which are all governmental entities, will be allowed to register a name in accordance with ICANN's QLP Addendum. These entities will be allocated names at zero wholesale cost. Length of registration will be five years.

December 19, 2014 to January 19, 2015 – Pre-Sunrise Application Period

This period allows for the receipt of Applications for verification of .pharmacy Registrant Eligibility Standards and compliance with the .pharmacy Authorized Usage Policy.

January 15, 2015 to March 16, 2015 – TMCH Sunrise Registration Period

This 60-day End-Date Sunrise Period allows TMCH qualified trademark holders the ability to secure their trademarks in the TLD before registration by those who chose not to participate in the TMCH. The TLD Sunrise policies are designed to enable fair competition among registrants. The single phase End-Date Sunrise process will be executed by the Registry Operator in accordance with the plan and policy set forth in this document.

The Sunrise process described in this document is derived from the framework referenced in the Registry Agreement with ICANN. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at http://newgtlds.icann.org/en/about/trademark-clearinghouse. The Registry Operator's role is to verify that the information provided by an Applicant matches the information that is contained in the TMCH. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

The Applicant first provides information required by the TMCH to obtain the Signed Mark Data (SMD) File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then issues a SMD File to applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application, which will be subject to verification according to .pharmacy Registrant Eligibility Standards and the .pharmacy Authorized Usage Policy.

Disputes regarding the validity of a 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 a SMD File or a Sunrise Application, NABP will disqualify the Sunrise Application. In the event that fraud is detected after the Sunrise Period, Registry Operator may delete the applicable domain or domains.

During the Sunrise Period, trademark holders may apply to register their chosen domain names, provided that the term applied for is in the Trademark Clearinghouse (TMCH).

The Sunrise Dispute Resolution Policy is provided in the next section.

February 17, 2015 – NABP Programs Application Period begins

During this phase, NABP VIPPS accredited, NABP Vet-VIPPS accredited, and NABP e-advertiser approved pharmacies may request the allocation of specific names and verification of eligibility for those names.

March 17, 2015 to April 1, 2015 – NABP Programs Limited Registration Period

During this phase NABP VIPPS, NABP Vet-VIPPS and NABP e-advertiser dispensing pharmacies will be able to register their requested names.

April 1, 2015 to April 30, 2015 – Dispensing Pharmacies Application Period

The .pharmacy Supporters Advisory Committee has recommended a "slow-start" allocation mechanism whereby only NABP program approved pharmacies and dispensing pharmacies will be allocated .pharmacy names in the initial phases of the .pharmacy launch. Per the .pharmacy governance document, the Registry Operator will follow this advice. This phase allows for those dispensing pharmacies to apply for and be evaluated for eligibility to register a .pharmacy name.

April 30, 2015 to June 2, 2015 – Dispensing Pharmacies Limited Registration Period

This period allows for the processing of Applications from the Dispensing Pharmacies Limited Registration period and will be immediately followed by General Availability.

June 2, 2015 – General Availability Period

The General Availability Period follows all Sunrise and Limited Registration Periods. This is an open registration period offered to the .pharmacy community on a "first come, first served" basis, provided they meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.

During the first 90 days of General Availability the 90-Day Trademark Claims Period is in effect. During the Trademark Claims period, anyone attempting to register a domain name matching a mark that is recorded in the Trademark Clearinghouse will receive a notification displaying the relevant mark information. If the notified party registers the domain name, the Trademark Clearinghouse will send a notice to those trademark holders with matching Trademark Records in the Trademark Clearinghouse, informing them that someone has registered the domain name.

NABP is unique amongst new TLDs in that the Registry Operator is committed to the protection of intellectual property.

.Pharmacy Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into .pharmacy Terms and Conditions. This SDRP is effective as of December 1, 2014. An SDRP Complaint may be filed against a domain name registered during the .pharmacy TLD Sunrise Period, until June 1, 2015. The Provider for SDRP disputes is the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose

Domain names in the .pharmacy TLD ("the TLD") can be applied for by third parties at www.dotpharmacy.net. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been approved to be registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD. Complainant and registrant under this SDRP are, individually, a "Party" or, collectively, "Parties."

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration was improper under the following criteria.

Improper Sunrise Registration-Trademarks[1]

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 Registry's SDRP criteria. The Complaint must prove one or more of the following elements:

i. at 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;[2]

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; or

iv. the trademark registration on which the domain name registrant based its Sunrise Registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

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[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the Sunrise Period.

[2] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .pharmacy TLD shall be brought before June 2, 2015.

3. Evidence and Defenses

a. Evidence

Panelists will review information submitted by the Registry, the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

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. Remedy

The remedy available to a complainant for a proceeding under this SDRP shall be limited to:

Improper Sunrise Registration - **Trademarks**

If the Panelist finds that the domain name was improperly registered during the Sunrise Period pursuant to this SDRP, the sole remedy for a Complaint filed under this SDRP shall be cancellation of registrant's rights in the domain registration. If registrant has not provided Registry with official documentation of a lawsuit asserting its claimed rights in the registered domain within ten business days after the date that Registry receives notification that the Panelist has found in favor of the Complainant, Registry shall cancel registrant's rights in the domain registration that was the subject of the SDRP and place the domain on a 30 day-hold ("Hold Period"). The Hold Period prevents the registrant and other parties from registering the domain and permits the Complainant to submit a complete Application and the required payment to request acquisition of the domain that was the subject of the SDRP.

Following a Panelist finding in its favor under this SDRP, if the Complainant does not timely apply for the domain as described in this SDRP, or the Registry does not approve Complainant to register the domain that was the subject of the SDRP, the registrant whose rights in the domain were canceled under the SDRP may re-apply for the domain if it is available, registrant has corrected all bases for the Panelist decision, and if registrant did not and does engage in bad faith or fraud in connection with such domain. If registrant re-applies for the domain as described herein, it must re-apply within twelve (12) months of the date of submission of registrant's initial Application in order for Registry to waive any application or re-application fee for the domain. .

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") 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. If there is a conflict between the terms of this SDRP and the Rules, the terms of this SDRP shall prevail. If there is a conflict between the terms of this SDRP and the Terms and Conditions, the terms of the Terms and Conditions shall prevail.

Complainant agrees that by availing itself of this SDRP and filing a Complaint, Complainant shall abide by all decisions made by the Panelist and shall comply with all of the terms and conditions in this SDRP and the Rules.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist, but Registry may submit information, and Panelist will consider such information, as part of its decision-making process under the SDRP and Rules. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist or the Forum. 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.[3] Registry will also prevent registrant and other parties from registering the domain name at issue until a decision is reached and as described herein. 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 registrar's publicly available Whois database record for the relevant registrant. The Registry 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.

c. 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 the Registry of any decision made by a Panelist.

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[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

d. 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 registrant's rights in a registered domain name in the TLD are to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[4] will wait ten (10) business days after communication of the decision before implementing that decision as described herein, unless the registrant submits to the Registry (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 receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. 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. Parties further warrant that they shall comply with the terms of this SDRP and Rules, all applicable Internet Corporation for Assigned Names and Numbers ("ICANN") requirements and jurisdictional laws and rules, and, as applicable, the Registry Terms and Conditions.

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 by registrants.

7. Indemnification / Hold Harmless

The Parties to the SDRP shall hold the registrar, the Registry, the Forum, and the Panelist harmless from all claims arising from operation of the SDRP or Rules. Neither Party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial administrative, or other legal proceeding relating to the dispute or the administration of the SDRP or Rules. The Parties to the SDRP shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any and all claims arising from the operation or conduct or result of a proceeding under this SDRP. The registrar, the Registry, Forum, the Panelist and their respective employees,

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[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

contractors, agents and service providers shall not be liable to a Party, or any third party, for any act or omission in connection with any proceeding under this SDRP or the 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 or use of the registered domain name(s) in the TLD.

8. 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 the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

9. Appeal

Neither Party may appeal a Panel's or Panelist's findings or decision under this SDRP.

10. SDRP and Rules Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum or in accordance with applicable ICANN requirements. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective,[5] unless modified ICANN requirements do not permit 30 calendar days' notice prior to the modified SDRP becoming effective or 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. If ICANN modifies the Rules, ICANN determines the notice and compliance requirements, if applicable.

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[5] Typographical errors may be corrected without notice.

The Registry Operator's Rights regarding Sunrise Applications

The Registry Operator shall be entitled to deny a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration at its sole discretion:

a)   To enforce Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy or ICANN Requirements, each as may be amended from time to time;

b)   If the Application is not accompanied by complete and accurate information or, where required, Application or registration information is not updated or corrected, as required by ICANN Requirements or Registry Operator's .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy regarding verification;

c)   To protect the integrity and stability of the management or operation of the Registry Operator;

d)   To comply with applicable laws, regulations, policies or any order or decision by a competent court , legal tribunal, or administrative authority, or any dispute resolution service provider that the Registry Operator may engage or ICANN approves to oversee the arbitration and mediation of disputes;

e)   To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, or stockholders;

f)   To correct mistakes made by the Registry Operator or any Registrar in connection with a Sunrise Registration;

g)   If the Registry Operator receives notice that the SMD File is under dispute; or

h)   As otherwise provided in the Terms and Conditions, .pharmacy Authorized Usage Policy, Registrar terms and conditions, or Registry-Registrar Agreement.

Transfer Policy

 Registrants may transfer their names from one .pharmacy Registrar to another with Registry Operator's approval and according to ICANN policies. Transfer of .pharmacy names from an entity who has received approval to register names in .pharmacy, to an entity who has not received such approval is strictly forbidden. Such transfer may result in cancellation/revocation/suspension of domain and forfeiture of any and all fees paid to Registry Operator or Registrar. The purpose of this policy is to ensure that all registrants meet .pharmacy Registrant Eligibility Standards and .pharmacy Authorized Usage Policy.