Policies for .DESIGN TLD Launch, Registration, and Acceptable Use

Jan. 22, 2015

Top Level Design LLC ("the Registry") supports open, unrestricted Top Level Domains in the interest of the free flow of information and ideas over the Internet.

1. **General**
1.1 Scope
This document summarizes the processes, procedures, and rules applicable to launch-phase Registration of a name in the .DESIGN gTLD.

1.2 Launch Timeline

The periods listed below are subject to change. Specific dates for .DESIGN will be found on the CentralNic Registrar Console.

See relevant sections below for specific details on each phase of the launch.

- Sunrise – min. 60 days ("End Date Sunrise")
- Quiet Period
- General Availability
    - A domain registration during the first week (7 days) of General Availability is subject to an Early Access Program (EAP) fee, where a variable fee will be charged depending on the day of registration. All fees are found on the CentralNic Registrar Console.

1.3 Term

.DESIGN names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registry accepts the Registration Application submitted by the Accredited Registrar. All Registration Applications must specify the registration period (the "Term").

It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

1.4 Payment to the Registry

The Registry will perform automatic renewals upon expiration. Unless the name is explicitly deleted during the auto-renew grace period, the Registry will automatically charge the applicable Accredited Registrar account with the renewal amount.

If the Registry does not receive payment within a specified amount of time, the Registry may halt the Registrar from any further registrations and consider revoking the Registrar's accreditation with the Registry. Breaches of Billing and Payment Terms by an Accredited Registrar will be handled on a case-by-case basis. The Registry will not accept a Registration Application and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Application, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

Payment of any fees due, for which the Applicant of the Registrant are solely liable, must be made to the Registry via a Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration, non-renewal or termination of the application Registration concerned.

If the Registrant has paid the Registrar for a Registration or its renewal, the Registrar must perform the paid for action. Should the Registrar not perform such action, the Registry may in its sole discretion perform such action on behalf of the Registrant. Such action by the Registry will not relieve the Registrar of its responsibility for payment of applicable fees to the Registry nor will it serve as a waiver by the Registry of its rights against the Registrar for its material breach of its obligations under applicable policies.

1.5 Reserved Names

The Registry has reserved certain names from registration in the .DESIGN TLD ("Registry Reserved Names"), including, without limitation, the names appearing on the list of ICANN reserved TLD Names, which may be modified by ICANN from time to time.

Upon the conclusion of Sunrise, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted.

Names may also be temporarily unavailable such as those that are still pending, in process, or unavailable due to launch phase processing, i.e., Sunrise Registration.

2   Acceptable Use Policy

2.1   All .DESIGN domain names are subject to this policy.

2.2   This Acceptable Use Policy ("AUP") governs the use of registrants or users of .DESIGN domain names and add-on Registry services. This policy is intended to provide integrity and security of domain name services and is not a mechanism to resolve disputes between third parties and .DESIGN registrants. The Registry reserves the right to modify the AUP subject to ninety (90) advanced days notice and is not required to directly update registrants.

2.3   The Registry is trusted to supply an unbiased platform and support the free-flow of information across the Internet. As such, the Registry does not monitor or exercise control over the content of any site or message using .DESIGN domain names.

2.4   The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or similar status, as it deems necessary, at its sole discretion and without notice:

   2.4.1   to protect the integrity, security, and stability of the domain name system;
   2.4.2   to comply with any applicable court orders, laws, or requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;
   2.4.3   to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;
   2.4.4   to enforce the terms of the registration agreement;
   2.4.5   to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);
   2.4.6   to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);
   2.4.7   to correct mistakes made by the Registry or any registrar in connection with the domain name registration, or
   2.4.8   for the non-payment of any fees owed.

2.5   The following, which is not exhaustive, are prohibited from use and constitute registration abuse which may result in registry hold, transferring, cancelling, suspending or deleting of the domain names TLD. The Registrar shall include the following in its Registrant Agreement in respect of a .DESIGN domain name, the Registrant shall not:

   2.5.1   upload, post, email, transmit or otherwise make available (collectively, "Transmit") any Content that is unlawful, harmful, abusive, threatening, invasive of another's privacy or otherwise damaging;
   2.5.2   harm minors in any way;

2.5.3   impersonate any person or entity, including, but not limited to, an official, forum leader, guide or host, or falsely state or otherwise misrepresent its affiliation with a person or entity;

2.5.4   forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted;

2.5.5   Transmit any Content that the Registrant does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

2.5.6   Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

2.5.7   Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," ; or other abusive or harmful material.

2.5.8   Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

2.5.9   disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

2.5.10   interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;

2.5.11   relay email from a third party's mail servers without the permission of that third party.

2.5.12   use "robots" or otherwise harvest other's email addresses from the site for purposes of sending unsolicited or unauthorized material.

2.5.13   abusively upload, post, email, or transmit the same message, URL, or post multiple times.

2.5.14   intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law;

2.5.15   "stalk" or harass another or engage in cyber bullying;

2.5.16   distribute malware, operate botnets, or perform phishing,

2.5.17   use domain for piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in any illegal activity

2.6 All registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

2.8 If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

2.9 In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.

2.10 All .DESIGN domain names are subject to ICANN's policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.

2.11 This AUP is to assist registrants in the lawful use of their domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a .DESIGN domain name.

This policy may be revised from time to time, subject always to prior written notice of ninety (90) days to Registrars.

3. Sunrise Policy

3.1 Scope

These provisions describe the processes, procedures, and rules for all sunrises for the Registry's top-level domains (TLDs). The Registry will hold "60 Day End Date" Sunrises, as defined by ICANN: (http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-30sep13-en.pdf).

3.2 Eligibility

To be eligible to submit a Registration Application, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

Sunrise entails a unique, non-refundable application fee in addition to the fee for a minimum one year of registration. These fees can be found on the CentralNic Registrar Console.

3.3 Allocation of Sunrise Applications

At the conclusion of the Sunrise, unique applications for Available Names will be allocated to Applicants who have submitted Registration Applications that meet the eligibility criteria described herein and in accordance with Registry Policies. Due to the ICANN mandated

Controlled Interruption period created to address Name Collision concerns, successful Sunrise Registrations may be allocated to applicants but will not be activated until after Controlled Interruption is successfully completed. More information on Name Collision Mitigation and Controlled Interruption can be found on ICANN's website: (https://www.icann.org/resources/pages/name-collision-2013-12-06-en). If more than one Registration Application meets the eligibility requirements for the same Available Name, the .DESIGN name will be allocated in accordance with the Auction Rules.

3.4 Sunrise Contention Resolution

In the event that two or more Sunrise Applicants from a given Sunrise qualify for the same second-level domain name, the Registry will hold an ascending bid auction facilitated by a reputable third party domain auction provider.

3.5 Certification / Liability

All Registration Applications must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the all Sunrise requirements.

By submitting a Registration Application, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Application and/or the Registration of a name in the .DESIGN TLD under this policy, and agree to indemnify and hold the Registry Service Provider and Registry their executives, officers, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Application for and/or the Registration of a name in the .DESIGN TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

3.6 Determinations

The determinations of the Registry regarding any Registration Application shall be final and non- appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

3.7 Dispute Policies

Further details can be found in the separate, "Sunrise Dispute Resolution Policy," on the Registry Website: (http://tldesign.co/policy/) and on the CentralNic Registrar Console.

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy, Uniform Rapid Suspension Policy, and the Sunrise Dispute Resolution Policy.

4. Quiet Period

The registry will observe a one (1) to multiple day period(s) after Sunrise, where no new registration applications of any type are accepted. This period will not last longer than ten (10) days, and may be as short as one (1) day. Generally speaking, the Quiet Period will facilitate a pause between the end of one phase and the commencement of the next

However, The SRS will not be closed as it will continue to support all the other domains that are active. Registrars will be able to create contacts and out-of-bailiwick nameservers for use during GA during quiet periods.

5. Registration & General Availability

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements. All available domain names will be open to such registration.

A Registrar sponsoring an Applicant can submit an Application for Registration or may modify a Registration on behalf of the Domain Name Holder.

The first week of General Availability will consist of an Early Access Program (EAP) where domain registrations will be subject to additional fees. More details including the fee schedule can be found on the CentralNic Registrar Console.

5.1 Registration Requirements

    5.1.1 Names registered in .DESIGN ("SLDs") must have at least 1 character and may have up to 63 characters. The Registry shall determine the release of two characters as many 2 character SLDs are initially reserved by mandate from ICANN.

5.1.2 Names registered in .DESIGN may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot,".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).

5.1.3 Two hyphens may appear in the third and fourth positions in a label in a .DESIGN name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced in Section 6.1.4, 6.1.5 and 6.1.6, below.

5.1.4 IDNs are supported in .DESIGN TLD. The Registry reserves the right to extend the list of supported IDNs.DESIGN. The limitations on the length of individual labels and the total length of a name stated in Section 6.1.2, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation. A current list of IDN tables supported can be found at: https://manage.centralnic.com/support/idn_tables

5.1.5 If the domain is an Arabic IDN Labels must start with an Arabic letter.

5.1.6 If Arabic numbers are present in the label, no European numbers may be present, and vice versa.

5.1.7 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., http://*example*, or mail@*example)*. Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).

5.1.8 All names registered in .DESIGN are subject to the provisions of a contractually mandated Schedule of Reserved Names. The Reserved name includes ING/NGO Names, Country Codes, Country names and other ICANN mandated reserved names. The status of these names as "reserved" may be altered in conjunction with ICANN.

5.1.9 Availability of names is also subject to Registry Reserved names, which are names reserved by the Registry for its use.

5.1.10 The Registry may withhold any quantity of names for inclusion in "Premium Names Lists" or other means of distribution at future determined time and rates.

5.1.11 The Registry may block names which are subject to additions and modifications from time to time. Blocked names are not available for registration. The blocked names include names blocked by ICANN.

5.1.12 Proxy Registrations are permitted.

5.1.13 Names protected by Intellectual Property rights or confusingly similar names to protected trademarks are not reserved or blocked by the Registry.

5.2 Registration Creation

The Registry will create or modify a Registration when:

5.2.1 The Domain Name meets the above criteria

5.2.2 The Domain Name and the information contained in the Registrar's request meet the requirements in these Terms and Conditions.

5.2.3 The Domain name is an Available Domain Name.

5.2.4 The Registrar is accredited by the Registry, in good standing, and not on temporary block for any reason, such as a block due to unpaid or outstanding payment.

5.3 Registrar Representations and Warranties

By submitting or modifying registrations with the Registry, the Registrar represents and warrants that the Applicant of Registrant, as the case may be, has acknowledged that:

5.3.1. The Application or Registration contains true, accurate, and up to date information and is made in good faith, for a lawful purpose, and does not infringe the rights of any third party.

5.3.2 It shall participate in any proceedings commenced by or against the Applicant or Registrant as described in these Terms and Conditions or the Registry - Registrar Agreement (RRA).

5.3.3 The Applicant or Registrant acknowledges and abides by all Registry policies.

5.4 The Registry's Rights regarding Applications

The Registrar acknowledges and agrees, and represents and warrants that Applicants and Registrants have expressly acknowledged and accepted, that the Registry shall be entitled to but not obligated, to reject an Application or Registration, or also delete, revoke, suspend, cancel, or transfer a Registration:

5.4.1 The enforce Registry Policies and ICANN requirements, both of which may be amended at any time.

5.4.2 That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements and/or Registry Policies.

5.4.3 To protect the integrity and stability of the Registry System or the operation or management of the Registry.

5.4.4 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, including those appointed by the Registry.

5.4.5 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, and contractors.

5.4.6 To correct mistakes made by the Registry or any Registrar in connection with a Registration.

5.4.7 As otherwise provided in the Terms and Conditions and the Registry-Registrar Agreement.

5.5 Notification

It is not the obligation of the Registry to notify a Registrant in advance of the termination or expiration of a Registration. The Registry is entitled, but not obligated, to immediately suspend or cancel any Registration that is in breach of the Terms and Conditions, the Registry-Registrar Agreement, Registry Policies, or any other application law or regulation from ICANN or otherwise.

6. IP Claims Notification

The Registry will send IP Claims notifications in accord with the ICANN and TMCH policies for a period of ninety (90) days commencing from the General Availability launch date of each TLD. In the event an Applicant proceeds with a Registration Application, a notification is sent to the record holder of the TMCH entry. Such Applicant will further be deemed on notice of the intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

7. Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy (http://www.icann.org/en/help/dndr/udrp), Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs), Transfer Dispute Resolution Policy (http://www.icann.org/en/help/dndr/tdrp), and Sunrise Registration Challenge Policy (http://tldesign.co/policy/)