.OSAKA Launch Plan

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Interlink Co., Ltd.

Introduction & Purpose

This Launch Plan has been developed to describe the Launch Program and Policies for the .OSAKA Top Level Domain ("TLD") by Interlink Co., Ltd. ("Registry Operator").

The TLD launch will consist of a number of different launch periods. Internet users wishing to purchase names under the TLD, or Registrars wishing to offer the TLD to its users, will find the information and requirements for each launch period within this packet of documents.

Overview

The Registry Operator will launch the TLD with the following registration periods:

- Sunrise Period
- Founders Program (Qualified Launch Program)
- City Government Affiliated Phase (Limited Registration Period)
- Landrush (First Come, First Served)
- General Availability

This packet of documents defines each launch period by describing the terms by which eligible parties may submit an Application during the Launch of the TLD and the manner in which Applications will be processed, validated, and allocated by the Registry.

Documents included in the Launch Plan are as follows:

- Sunrise Registration Policy
- Sunrise Dispute Resolution Policy
- Founders Program (Qualified Launch Program)
- Prefectural Government Affiliated Phase
- Landrush and Claims Period
- General Availability Registration Period
- Nexus Requirement
- Registration Terms and Conditions (Acceptable Use)

Information regarding the Registry Operators Founders Program and General Availability of the .OSAKA TLD can be found below.

Launch Schedule

The standard launch periods for .OSAKA are scheduled as follows:

Launch Phase	Claims Period	Start Date/Time (UTC)	End Date/Time (UTC)
Sunrise	No	Feb. 9, 2015. 15:00:00 UTC	March 11, 2015 15:00:00 UTC
City Gov. Phase	Yes	March 12, 2015 00:00:00 UTC	March 18, 2015 09:00:00 UTC
Landrush Period	Yes	March 19, 2015 02:00:00 UTC	March 31, 2015 22:59:00 UTC
General Availability	Yes	April 1, 2015 02:00:00 UTC	

* The Claims Period will extend for 90 days after the start of General Availability registrations.

* Registry Operator reserves the right to make changes to launch dates/times. Any changes will be sent to ICANN, the Trademark Clearinghouse and parties contracted with the Registry within a sufficient timeframe.

DEFINITIONS

The following definitions pertain to the Launch Plan in its entirety.

"ASCII" the American standard code for information interchange.

"Allocation" the method by which a domain name is created and assigned to an Applicant.

"Applicant" a natural person, company, or organization submitting a Sunrise, Founders Program, or General Application for a domain name in the TLD.

"Application" the complete and technically correct request for a domain name, which complies with this plan, policies and any other policy issued by Registry Operator, ICANN or contracted third parties with Registry Operator to perform or support registry related functions.

"Claims Notice" a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

"Claims Services" the services that collectively provide Applicants with a Claims Notice, and Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

"Claims Period" any period during which the Claims Services are provided. Complainant is a person (legal or natural) who makes a complaint under this Plan.

"Domain Name" means a domain name in and maintained by the Registry Operator's database consisting of at least the Domain Name Label and TLD together, separated by a dot (e.g., "example.osaka).

"Domain Name Label" means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name "example.osaka", "second" is the label).

"General Availability" the point in time in which the TLD enters a normal state of operations. Requests to register a domain name may be received from any eligible party on a first come, first served basis though an ICANN Accredited Registrar which as executed the 2013 Registrar Accreditation Agreement.

"IDN" Internationalized Domain Name. Registry Operator is authorized, in its Registry Agreement with ICANN to offer second level domain name registration in the Japanese Language.

"ICANN" the Internet Corporation for Assigned Names and Numbers, its successors or designees.

"ICANN Registry Agreement Date" refers to the date on which Registry Operator executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 13 November 2013.

"Label" a string of characters used to form part of a domain name.

"Launch Period" the Sunrise Period, Founders Program, and the Prefectural Government Affiliated Registration Phase described in this document. Does not include General Availability.

"Founders Program" A registration period known as a Qualified Launch Program where certain reserved domain names may be allocated to third parties before and after the Sunrise Period.

"Registrar" means a Domain Name registrar that is (I) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry Operator for the TLD.

"Registry Operator" means the .OSAKA Top Level Domain owned and operated by Interlink Co., Ltd.

"Registry Website" refers to www.nic.osaka and/or other TLD-specific URL directed from such website.

"Registry Services" are: (a) those services that are both (i) operations of the .OSAKA registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only an Registry Operator is capable of providing, by reason of its designation as the Registry Operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

"SMD File" the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period and signifies 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 Plan is filed.

"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 Dispute Resolution Process Provider" is the dispute resolution provider appointed by Registry Operator to administer resolution of disputes arising under this Plan is the National Arbitration Forum ("NAF") and their applicable policies are located is http://adrforum.com, and are incorporated by reference herein.

"Sunrise-Eligible Rights Holders" means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this Plan.

"Sunrise Eligibility Requirements" means the requirements outlined in this Plan that an Applicant must meet to participate in the Sunrise Period.
Sunrise Registration means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

"Sunrise Period" the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a Domain Name in the TLD prior to any other launch period.

"TLD" means Top Level Domain and for the purpose of this Plan the TLD shall be .OSAKA.

"TMCH" the Trademark Clearinghouse. The mechanism made available for the validation and database management of rights protected terms, typically trademarks. See (http:// www.trademark-clearinghouse.com).

"TMCH Guidelines" are the 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 found at http://www.trademark-clearinghouse.com).

"TMCH Sunrise and Claims Operator" means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

"Trademark Clearinghouse" and **"TMCH"** the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.

"Trademark Holder" holders of trademarks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

"Trademark Match" refers to a Label that is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

"Trademark Record" a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

"Validated Mark" a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

"We, us and our" refers to the Interlink Co., Ltd the Registry Operator and owner of the .OSAKA Top-Level Domain and/or our designated representatives.

Sunrise Registration Policy

The Sunrise process provides Trademark Holders with the first right to register domain names matching their registered marks in the TLD before the Registry offers registrations to the general public. The overall purpose and goal of the Sunrise Registration Period is to ensure that Trademark Holders secure their brand names in an equitable fashion to strengthen their online presence by making use of a the .OSAKA domain. The Registry will strictly follow and implement all guidelines set forth by ICANN and the Trademark Clearinghouse ("TMCH").

During the Sunrise Period, only SMD File holders (or their agents) are allowed to submit Sunrise Application(s). Successful Sunrise Registration(s) will be allocated to trademark holders on a first come, first served basis.

The Trademark Holder is responsible for protecting any labels in which it has an interest. If a Trademark Holder fails to register any domain name during Sunrise, the name will be available to be in General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Available Sunrise Registration Periods:

Sunrise Period 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.

Sunrise Eligibility

Each Sunrise Applicant ("Applicant") must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

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. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected by the Registry.

Domain Name Label Requirements:

Registry Operator, via Neustar, Inc. ("Registry Service Provider"), 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:

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

Application Process:

The following process applies to Sunrise Applications:

SMD Files submitted with Sunrise Applications are validated by Registry Operator via its Registry Service Provider systems.

Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator, via the Registry Service Provider.

Domain Names will be allocated to the Applicant, after the Sunrise Period ends, for which valid Sunrise Application(s) have 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.

Sunrise Allocation:

Unless otherwise stated in this Policy, the Registry Operator, via the Registry Service Provider, will allocate a Domain Name if:

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

Note Regarding SLD Blocked Domains:

Applications will be accepted for domain names appearing on the SLD block list and are subject to the terms contained in this Sunrise Period policy. For all domains registered that appear on the SLD block list, the domain name(s) will not resolve on the Internet until the Registry Operator has completed any pre-requisite monitoring of names on the block list. Should any name be required to continue to be blocked, Registry Operator will notify the sponsoring Registrar(s) and provide a full refund of the registration fee(s) paid for.

Fees

Fees that may be collected during Sunrise include:

• Sunrise Domain Registration Fee

The renewal price for domain names registered during Sunrise will be the general registration fee. The Registry may adjust the renewal price with one hundred eighty (180) days' notice. The registrant may renew the domain at the general registration during the one hundred eighty (180) day notice period.

Sunrise Applicant Notifications

Notification to Sunrise applicants will be as follows:

• The Registry will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
• The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.

- The Registry Operator may also publish all or any portion of a pending Sunrise Application online (e.g., via Whois)

Registry's Rights

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

- To enforce Registry policies and ICANN Requirements, each as amended from time to time;
- 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;
- To protect the integrity and stability of the operation or management of the Registry;
- 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;
- 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;
- To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- If the Registry receives notice that the SMD File is under dispute; or
- As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.

Sunrise Dispute Resolution Policy

Interlink Co., Ltd., ("Registry") is committed to ensuring that all rights holders have adequate protections for their intellectual property assets. This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is effective as of December 15, 2015. An SDRP Complaint may be filed against a domain name registered in the .OSAKA TLD during its sunrise period, until 90 days after the close of the sunrise period.

1. Purpose

Domain names in the .OSAKA TLD ("the TLD") can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry's

SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD.

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 one or more of the following criteria.

a. 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 Sunrise Program. 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] or

    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.

b. SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .OSAKA TLD shall be brought before <u>90 days after the close of the sunrise period</u>.

3. Evidence and Defenses

a. Evidence

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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.

Panelists will review 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. Remedies

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

a. Improper Sunrise Registration

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under SDRP 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, either as a regular or defensive/blocking registrant, such application may be made to the Registry, or registrar, as applicable.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

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.

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. In any event, neither the Registry 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.[3] 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.

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 a registered domain name in the TLD is 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, 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

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

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, 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 by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. 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 proceeding relating to the dispute or the administration of the SDRP policy. The parties 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 claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, 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 charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

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

10. SDRP Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Forum. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;[5] 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.

Founders Program (Qualified Launch Program)

Registry Operator will offer Founders Program, (known as a Qualified Launch Program (QLP)). This program is designed to help qualified companies, community groups, cultural organizations and business associations proactively develop and use their domain name prior to public launch of general availability.

The QLP will be managed according to the Qualified Launch Program Addendum published by ICANN on April 10 2014: (http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-qlp-addendum-10apr14-en.pdf).

All domain names allocated in the QLP shall be checked against TMCH records to identify if a claim exists. If a claim exists for a given domain application, the domain will only be allocated to the customer if the customer has a valid SMD file with a matching label. If no claim exists for the applied for string the domain may be allocated to a third party. The registry may allow certain strings that have high promotional value to be registered and activated during the Sunrise Period as per the policy referenced above. In addition, the Registry reserves the right to allocate and activate additional names after the Sunrise period and before the General Registration Period.

All domain name registered during this period shall be registered through an ICANN-Accredited Registrar. In addition, all name registered shall be included in ICANN's mandatory trademark claims process.

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[5] The Forum may correct typographical errors without notice.

Prefectural Government Affiliated Phase

Interlink is working closely with the Osaka Prefectural Government to ensure that government affiliated names receive priority in order to ensure that the .OSAKA TLD can optimized as a utility for the Osaka Community.

Registry Operator will offer a short window to process these Registrations. All domain names registered during this period shall be registered through an ICANN-Accredited Registrar to registrants that have been validated by the Prefectural Government authority to receive such domain names. In addition, all names registered shall be included in ICANN's mandatory trademark claims process.

Landrush and Claims Period

The Registry will offer a Landrush Registration Period prior to the General Registration Launch of the TLD. This period will be made available to any eligible Applicant and will last for a minimum of ten (10) days. Only domain names that have not been reserved or restricted previously will be available for this launch period. Applications in this period will be accepted and allocated on a First Come, First Served (FCFS) award method.

The Registry Operator reserves the right to extend the Landrush Registration Period and/or Claims Period duration if appropriate. In the event of an extension, the Registry will post such notice on the Registry website.

Notification and Allocation

All names submitted to the Registry during the Landrush Registration Period will be processed and allocated based on the First Come, First Served Principle.

Successful domain applications will be processed and allocated immediately.

Unless otherwise stated in this Policy, the Registry Operator, via the Registry's Technical Service Provider, will allocate a Domain Name if:

- The Domain Name Label meets the requirements set out in its Registration Policy
- The Domain Name Label and the information contained in the Registrar's request meet the requirements in the Registrar's Terms and Conditions;
- The Domain Name Label is available; and
- The Registrar is in good standing with the Registry.

The term for a domain name allocated in the Landrush Registration Period can be from 1 to 10 years so long as the total term of the domain name registration does not extend over 10 years.

The Trademark Clearinghouse and Claims Period

The Trademark Clearinghouse (TMCH) is a global database and repository for trademark data supporting rights protection mechanisms. Deloitte and IBM operate the TMCH via an agreement with ICANN. By performing trademark validation services, the TMCH replaces the need for trademark holders to register their marks in many different databases as new gTLDs are launched. The clearinghouse:

- Is a centralized database;
- Verifies trademark information from rights holders all over the world;
- Provides this information to registries and registrars during TLD startup phases

ICANN's Rights Protection Mechanisms (RPMs) requirements have stipulated all domain name registrations in the first 90 days of the General Availability period be subject to the claims process. In addition, any domain name being released off of the reserved name list for the first time must be subject to the claims process.

During the Landrush Registration Period requested domain names that match labels in the TMCH will also be subject to the acceptance of a claims notice. The claims notice provides notice to prospective domain name registrants that the particular domain name they wish to register has a trademark claim against it. The prospective registrant must then choose to proceed with the registration or not. If the registrant proceeds with the registration, the rightful owner of the trademark with a claim against the name is notified of the registration by the TMCH. The owner of the mark matching the TMCH label may then take legal action against the registrant, if desired.

The Claims Period will be in effect from the beginning of the period prior to Landrush (City Government Phase), will run though the Landrush Period and last for 90 days after the start of the General Availability Period.

General Availability Registration Period

General Availability signifies the first day that domain names under the .OSAKA TLD become available after to the general public. Domain names will be registered on a first come-first served basis, and will be allocated by ICANN accredited registrars in good standing under the 2013 Registrar Accreditation Agreement. In order to determine which potential registrant is the first registrant, the timestamp in the registry system shall be used, to the exclusion of all other time stamps.

Nexus Requirement

The Nexus Requirement is required in order to establish and maintain a dedicated Internet namespace to serve the Osaka Community. Therefore, to register a domain name under the .OSAKA Top-Level Domain at any stage in the launch (i.e. Sunrise, Landrush or General Availability) the Registrant (person or entity) must meet the Nexus Requirement.

Eligible registrants include, but are not limited to:

1. Osaka municipalities and local governments
2. Public and private institutions in Osaka Area
3. Organizations, companies, and other businesses/entities in Osaka
4. Residents of Osaka
5. Others who have a legitimate purpose for registering and using a ".osaka" domain

To register and renew a .OSAKA domain name, the Registrant must be an individual or legal entity with a *bona fide* presence in the Osaka area of Japan at the time of registration and thereafter; in other words, registrants must ensure they remain in compliance with the Nexus Requirement at all times. Registrants must be able to prove that one or more of the criteria set forth above are satisfied.

Validation Procedures

- By registering a .OSAKA domain name the registrant self-certifies, by way of agreeing to domain name Terms and Conditions, that one or more of the Eligibility Requirements listed above are satisfied.

Enforcement

Registry periodically checks domains after registration to ensure continual compliance.

- Registry will randomly select domains to perform random spot checks.
- Registry will investigate domains as a result of specific complaints received directly from third parties.

If, upon random spot checks or via compliant from a third party, Registry identifies issues of non-compliance, Registry will provide an initial period of 30 days to Registrant to remedy the deficiency. The sponsoring Registrar will be notified and Registrant will be given the opportunity to correct any information or demonstrate compliance. If Registrant is unable to correct the information or demonstrate compliance during this period, the domain name will be suspended for 30 days. Failure to remedy the deficiency within the Suspension Period will result in the deletion of the domain name. No refund of registration fees will be granted in such cases. If Registrant is able to demonstrate compliance with the

Nexus requirement during the initial Notification Period or Suspension Period, the issue will be dismissed.

Registration Terms and Conditions (Acceptable Use)

Representations and Warranties
Registrations for domain names are subject to Registry Policies, and ICANN related policies, procedures, and requirements. The Registry's policy documents ("Registry Policies") can be found on the Registry Operator's website ("Registry Website") at http://nic.osaka.

Without limiting any other agreement or policy, by registering a domain name in the .OSAKA Top-Level Domain, Registrant represents and warrants that:

1. Registrant has the authority to make register the domain;
2. Registrant meets Nexus Requirement (Eligibility Requirements);
3. Registrant has provided current, complete, and accurate information in connection with your Registration, and will correct and update information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation;
4. any information the Registrant may have provided to the TMCH Sunrise and Claims Operator is true and correct;
5. where the domain registration relates to a Sunrise Period, to the best of the Applicant's knowledge the requested label is a Trademark Match to the Validated Mark;
6. Registrant understands and acknowledges the act of submitting an application for a domain name in no way guarantees that domain name will be allocated;
7. Registrant acknowledges and agrees to abide by all Registry Policies set forth on the Registry's website located at http://nic.osaka;
8. Registrant will not use that registration for any illegal purposes, including without limitation, to:
   - Distribute malware or engage in malicious hacking, bot-nets, pharming, phishing, fast flux hosting, or other fraudulent or deceptive practices;
   - Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
   - Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
   - Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
   - Violate the privacy or publicity rights of any other person or entity;
   - Interfere with the operation of .Osaka or services offered by Registry.

By registering a domain name under .OSAKA, the Registrant agrees:

1. to be subject to this Policy and any other Policy issued by Registry, and acknowledge that any domain name may be subject to a dispute resolution process; the Uniform Dispute Resolution Policy ("UDRP") and the Uniform Rapid Suspension Service (URS) and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
2. that the Registry reserves the right, with notice to the Registrar within 24 hours, to deny any Registration, or cancel, lock, place on hold, transfer or delete any domain name that it deems necessary, in its sole discretion:
     - to protect the integrity and stability of the Service;
     - to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
     - to avoid any liability, civil or criminal, on the Registry's part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
     - to comply with all Registry Policies listed on Registry's website at http://nic.osaka;
     - to correct mistakes made by the Registry Operator, or any Registrar, or any of its service providers in connection with an Application or a domain name.
     - to indemnify and keep the Registry (including employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by the Registry arising out of or in connection in any way with a breach of any policy or agreement with the Registry Operator.

Eligibility Requirements to Register a Domain Name

The Osaka Top-Level Domain (TLD) is a new Internet extension developed as a utility for the Osaka Community (the Osaka Prefectural area of Japan.)

The Registry intends to operate a TLD that can be used broadly by individuals, organizations and businesses to create easily identifiable websites for sharing information, collaborating in local communities and forums, promoting goods and services and other innovative platforms. Osaka is a community driven project, and therefore all Registrants (domain name holders) are subject to a Nexus Requirement.

Eligible Registrants include, but are not limited to:

1. Osaka municipalities and local governments
2. Public and private institutions in Osaka Area
3. Organizations, companies, and other businesses/entities in Osaka
4. Residents of Osaka

5. Others who have a legitimate purpose for registering and using a ".osaka" domain

To register and renew a .OSAKA domain name, Registrant must be an individual or legal entity with a *bona fide* presence in the Osaka area of Japan at the time of registration and thereafter; in other words, , registrants must ensure they remain in compliance with the Nexus Requirement at all times. Registrants must be able to prove that one or more of the criteria set forth above are satisfied.

A Registrant will certify that agreeing to these Terms and Conditions when registering a domain name via an Accredited Registrar satisfies eligibility requirements.

Application for a Domain Name

An Application for a domain name in the TLD must be made through an ICANN Accredited Registrar and is subject to the Eligibility Requirements of the TLD.

Domain names in all launch phases will be allocated using the First Come, First Served (FCFS) award method (specific details regarding the Sunrise and Priority Registration Period are outlined in each respective Policy).

Applicants must supply all necessary information regarding a domain name that may be required by the Registry, as described in these policies or any other applicable policy of the Registry or ICANN.

Successful Applicants must enter into an agreement for the domain name with their Registrar.

Acceptable Domain Names

A domain name that will be accepted as valid for registration is one that:
1. has not already registered
2. is not subject to an Application that is being currently processed by the auction provider
3. has not been blocked, reserved, or restricted
4. meets the technical requirements below

Technical Requirements

Names in the .OSAKA TLD will be registered at the second level in the following format:
1. example.osaka

- The string (the portion labeled example above) must contain a minimum of two characters from the letters a-z in the standard US ASCII character

set. Domain names may include the numbers 0 (zero) through 9 (nine) as well as a hyphen. (-).

- The string may not begin with a hyphen (-)
- The string may not contain a hyphen in both the 3rd and 4th positions unless it is a valid Internationalized Domain Name
- The string may be a maximum of 63 characters in length

* Upper and lowercase characters are treated as identical.

Premium Names & Auctions

Registry, at its sole discretion, reserves the right to reserve certain domain names that will be made available for registration, during any specified Launch Program and or during General Availability. Such domain names may be subject to a premium registration fee that is independent to any fee paid at auction, and may be released at a later date as determined by the Registry.

The Registry may make use of an auction mechanism to allocate certain premium domain names or one or two character domain names as they are made available. In case of disputes concerning an auction the Registry will follow an Auction Dispute Policy which will be added to Registry website in the event that an Auction is initiated.

Term of Registration

Domain names can be registered for one (1) year to ten (10) years as long as the total number of registration years does not exceed ten (10) years.

Abusive Use and Usage Restrictions

1. The domain name will not be used for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension or deletion of the domain name registration.
2. Selling subdomains under the .osaka TLD is not permitted.
3. Use of the following subdomains, or variations of the subdomain, whether for personal, professional, commercial use, or otherwise, is strictly prohibited, save that the organization using the subdomain has rights to do so and has received explicit permission from Registry. (example city.example.osaka, where "city" refers to the subdomain to the domain name example.osaka)

Prohibited Subdomains:

pref, city, town, vill, vil, vlg, ward, wards, metro, governor, mayor
ken, fu, ku, to, shi, machi, cho, mura, gun, fuchou, fuchchiji, shichou
県, 府, 区, 都, 市, 町, 村, 郡府庁, 府知事, 市長

Changes and Updated to this Policy

This document is subject to changes and or updates from time to time as Registry sees fit. Any and all changes or updates to this policy will be in effect at the time they are published on the Registry Website. This policy has been prepared in in the English language; however, it may be translated in Japanese or other languages the Registry sees fit. In the event of any inconsistency, the English language version shall apply.