



College

POLICIES

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1. Introduction and Purpose

These Policies describe the rules that govern the launch of the .College Top Level Domain ("TLD") by XYZ.COM LLC ("Registry Operator"). This document will proscribe certain protections to the various entities described in this document, comply with ICANN's requirements for the TLD; and will describe the manner by which domain names will be allocated to various types of domain name Applicants.

The .College launch will consist of a series of launch periods, each of which is described in this document. Specific information and requirements for those wishing to participate in the launch of the TLD, are detailed in relation to each of those periods.

ICANN requires that the Registry Operator, in the management of the TLD, implement certain Rights Protection Mechanisms (often referred to as RPMs) to discourage or prevent registration of domain names that violate or abuse another party's legal rights. Rights Protection Mechanisms may exist in different forms dependent on the stage or period of operation of the TLD. Some Rights Protection Mechanisms exist for a defined period of time, while others may subsist or become active as a result of certain conditions. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link: <http://newgtlds.icann.org/en/about/trademark-clearinghouse>.

ICANN has established the Trademark Clearinghouse and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms.

ICANN has appointed providers, the TMCH Sunrise and Claims Operator(s), to operate the Trademark Clearinghouse. Registry Operator's implementation of the Service has been integrated and tested with the TMCH Sunrise and Claims Operator. Information about the Trademark Clearinghouse and the TMCH Sunrise and Claims Operator can be found at the following link <http://trademark-clearinghouse.com/>.

Where applicable the Registry Operator's role is to verify the information provided by a Registrar to the Registry Operator, with that information that is contained in the Trademark Clearinghouse. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse

These Policies applies to:

- Persons or entities submitting an Application; and
- Registrars.

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2. Definitions

In this document:

“Accredited Registrar” or “Registrar” means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

“Allocation” means the method by which a domain name is created and assigned to an Applicant, “Allocated” shall have a corresponding meaning.

“Applicant” means a natural person, company or organization in whose name an Application is submitted.

“Application” means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

“Available Names” means .College names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry’s receipt of a Registration Request.

“CentralNic Registrar Console” means the console provided by CentralNic available at <https://registrar-console.centralnic.com>.

“Claims Notice” means 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” means 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” means any period during which the Claims Services are provided.

“College Landrush Period” means the period between the Sunrise Period and General Availability during which Applications for a domain names will be subject to special rules as described in these Policies.

“Daniel Negari” the founder of .xyz and .college and a visionary, whose life goal is to bring innovation and choice to the internet.

“Early Access Period” means the period between the College Landrush Period and General Availability during which special rules apply as described in these Policies.

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“Eligible for Allocation” means a domain name that we assign, designate or otherwise earmark to an Applicant following technical substantiation and other validation.

“General Availability” means the point in time following which requests to register a domain name may be received from any eligible party on a first come, first served basis.

“General Registration” means the point in time after the conclusion of the Sunrise Period in which domain names are generally available for registration by all interested parties that are qualified to register domain names in the TLD.

“ICANN” means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

“Registry Agreement Date” refers to the date on which we executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 16 January 2014.

“ICANN Requirements” means the Registry’s obligations under the Registry Agreement between Registry and ICANN dated 16 January 2014, and all ICANN Consensus Policies applicable to the .College TLD.

“Launch Program” means the Sunrise Period, the College Landrush Period and the Early Access Period described in this document but does not include General Availability.

“Registrant” is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .College TLD.

“Registration” means a .College name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for registration during a specified term.

“Registration Request” is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .College TLD.

“Registry” or “Registry Operator” is XYZ.COM LLC.

“Registrar” means an entity that is authorized to offer domain name registration services in relation to the TLD.

“Registry Policies” means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

“Registry-Registrar Agreement” is the agreement between Registry and Accredited Registrars, as amended from time to time.



“Registry System” means the system operated by Registry or Registered Names in the .College TLD.

“Registry Website” is <http://www.nic.College>.

“Service” means the services that we provide in relation to the TLD.

“Similar” is defined in Section 5.7 for the purposes of its use in Section 5.7.

“SMD File” means 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.

“Sunrise Period” means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period.

“Sunrise Registration” means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

“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 policy.

“TLD” means Top Level Domain and for the purpose of this policy the TLD shall be .College.

“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 Guidelines” means the guidelines which can be found at the following link <http://www.trademark-clearinghouse.com> (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

“Trademark Clearinghouse” means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

“Trademark Match” means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

“Trademark Record” means a complete and correct set of information concerning a trademark

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or other mark submitted to the Trademark Clearinghouse.

“Validated Mark” means 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” means XYZ.COM LLC, the Registry Operator of the .College TLD.

3 General Provisions

3.1 Launch Timeline

Launch Phase	Timeframe*	Description
Sunrise Period	Thirty (30) days from the start of Sunrise	The pre-launch opportunity for trademark holders to submit Registration Requests for .College names corresponding to their Trademark Clearinghouse (TMCH) entries. Registrations are on a first-come, first-serve basis. See the section of these Policies on Sunrise for more details.
College Landrush period	Begins three (3) days after the conclusion of the Sunrise Period. Lasts for approximately five (5) months.	During this period existing registrants in the .edu top-level domain or the .ac.uk second-level domain can register .College names on a first come, first serve basis. The .College registry operator may also allow other educational institutions or registrants to register domain names during this period at its own discretion.
Early Access Period	Begins at the conclusion of the College Landrush Period. Lasts seven (7) days.	Anyone can register any available name on a first-come, first-serve basis. Prices vary depending on the day, beginning higher and gradually lowering.
General Availability	Begins one day after the end of the Early Access Period and continues indefinitely.	Anyone can register any available name on a first-come, first-serve basis.

*Note that the timeframe above is subject to modification

3.2 Registration of .College Names

Registration Requests for .College names may be submitted only by an Accredited Registrar.

The Registry will not accept a Registration Request for a .College name unless it meets the following technical and syntax requirements:

1. if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
2. if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website, <http://www.nic.College>);
3. not begin or end with a hyphen;

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4. not exceed 63 characters;
5. contains at least one character;
6. and not contain two or more consecutive hyphens, except where they appear in the 3rd and 4th positions, when preceded by "xn";

The Registry may impose further syntax and technical requirements as necessary for the operation of IDNs in the TLD.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

1. to enforce Registry Policies and ICANN Requirements, each as amended from time to time;
2. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
3. to protect the integrity and stability of the Registry System, its operations, and the .College TLD;
4. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider;
5. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, service providers and stockholders;
6. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
7. as otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

3.3 Requirements for Application

Outside of the Sunrise Period, during which only Applicants whose names are registered in the Trademark Clearinghouse may register domain name, and the College Landrush Period there are no eligibility restrictions or prerequisites on which Applicants may apply for .College domain names. As described in Section 5, during the College Landrush Period, certain preferences will be given eligible applicants.

By submitting an Application, the Applicant acknowledges that the Application, and if successful the subsequent Allocation of the domain name are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties.

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that



may be required by Registry Operator, as described in these Policies or any other applicable policy of Registry Operator.

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has commenced. Successful Applicants must enter into an agreement for the domain name with their Registrar.

3.4 Term

.College 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 Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests 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.

3.5 Availability of Domain Names

The Registry has reserved certain names from registration in the .College TLD (“Registry Reserved Names”). Additionally, after the close of the Sunrise, the close of the Landrush Period, the close of the Early Access Period, or at other times at its discretion, the Registry may reserve Premium Names, designated as Registry Reserved. These domains may be allocated via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

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.

3.6 Representations and Warranties

All Applications for domain names are subject to our policies, and policies, procedures and requirements, as issued by ICANN. The Registry Operator’s policy documents can be found at <http://www.nic.college>. Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

- it has the authority to make an Application;
- the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- where the Application relates to a Sunrise Period the requested Label is a Trademark Match to the Validated Mark.

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The Applicant and the Registrar understands and acknowledges:

- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- that if it is a non-eligible applicant, as Defined in Section 5, and it applies for a Domain Name during the College Landrush Period, it's application will only be accepted at the start of the fifth (5th) day of the Early Access Period for the price offered on that day of the Early Access Period, and only in the case that no eligible applicants apply for that name during the Landrush and the Domain Name is not otherwise reserved between the College Landrush Period and the Early Access Period;
- that if it is a non-eligible applicant that would otherwise receive the Domain Name on the fifth (5th) day of the Early Access Period, it may nonetheless register the Domain Name during days one (1) through four (4) of the Early Access Period for the applicable price for the day.
- that Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the ICANN or Registry policy.

By submitting an Application for a domain name the Applicant and the Registrar agree:

- to be subject to this Plan and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- to indemnify and keep us (including our 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 us arising out of or in connection in any way with its breach of any policy or agreement that it may have with Registry Operator;
- there is no guarantee that the Applicant will be allocated the domain names requested in the application; and
- the Registry takes no responsibility for any mistakes on the Application including misspellings, errors in processing or payment.

4. Sunrise rules

4.1 Scope and Applicability

Sunrise applications may be submitted for Available Names, meaning .College names that have not been reserved or restricted, prior to commencement of the respective launch phase.

4.2 Eligible Applicants

To be eligible to submit a Registration Request under Sunrise, 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.

4.3 Application Process

The following process applies to Sunrise Applications: SMD Files submitted with Sunrise Applications are validated by Registry Operator; Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator. If SMD files are validated by Registry Operator, the applicant will receive the names on a first-come, first-serve basis.

4.4 SMD File Requirements

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.

4.7 Allocation of Registration Requests

If a Sunrise Applicant meets the eligibility criteria described herein and in accordance with Registry Policies, that Applicant will receive the name on a first-come, first-serve basis.

4.8 Available Sunrise Registration Periods

Sunrise 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.

4.9 Certification / Liability

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements. By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the .College TLD under this policy, and agree to indemnify and

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hold the Registry and its executives, officers, affiliates, agents, service providers 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 Request for and/or the Registration of a name in the .College 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.

4.10 Sunrise Disputes

For information on Sunrise disputes, see our Sunrise Dispute Resolution Policy (Section 11 of this document).

5 College Landrush and Early Access Policies

5.1 College Landrush Policies

5.1.1 - In General

The .College Registry Operator will offer an approximately five (5) month College Landrush period commencing after the Sunrise Period. The purpose of the College Landrush period is to protect post-secondary educational institutions by giving them a chance to register names before they become available to the general public. As further described below, eligible College Landrush applicants will receive their registered names on a first-come, first-serve basis once the Registry Operator confirms that the applicant is eligible applicant. Non-eligible College Landrush applicants will be allocated their names on the fifth (5th) day of the Early Access Period assuming no eligible applicant registers the domain name during the College Landrush Period and no registrant registers the name during the first four (4) days of the Early Access Period. Non-eligible applicants that receive their names on the fifth (5th) day of the Early Access Period must pay the price applicable to the fifth (5th) day of the Early Access Period.

5.1.2 - Eligible Applicants

Anyone can apply for a registration during the College Landrush Period, but only eligible applicants will receive their names during the College Landrush Period. An eligible applicant is any registrant of a domain name in the .edu or .ac.uk namespaces. Each application during the College Landrush Period will be on hold until the Registry is able to verify whether the applicant is an eligible applicant. The Registry will reach out to the applicant if it requires any further information in order to validate that the applicant is the true registrant of a .edu or .ac.uk domain name. If the Registry determines that the applicant is an eligible applicant, the Registry will immediately allocate the eligible applicant the domain name. If the Registry determines that the applicant is not an eligible applicant, the applicant will be deemed a non-eligible applicant. (See Section 5.1.3 below for more on non-eligible applicants.)

If during the College Landrush a non-eligible applicant applies for a .College domain name before an eligible applicant, the eligible applicant takes priority over the non-eligible applicant and the eligible applicant will be allocated the domain name as soon as the Registry determines the eligible status of the eligible applicant.

The .College Registry Operator reserves the right to deem applicants that are not registrants of a .edu or .ac.uk domain name eligible applicants at its own discretion in order to further the goals of the College Launch Period.

5.1.3 - Non-Eligible Applicants

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Applicants during the College Landrush Period that do not meet the eligibility criteria listed in section 5.1.2 and are thus deemed to be non-eligible applicants will receive their applied-for domain name at the start of the fifth (5th) day of the Early Access Period at the price for the fifth (5th) day of the Early Access Period if the following requirements are met: (i) no eligible applicant registers the domain name during the College Sunrise Period, (ii) no one registers the domain name during the first four (4) days of the Early Access Period, and (iii) the Registry Operator does not reserve or allocate the domain name prior to the start of the Early Access Period. If a non-eligible applicant's application is rejected for any of the above reasons, the applicant's application fee will be refunded.

5.1.4 - Duration

The Landrush Period will last approximately five months. Final dates and times will be posted at the Registry's website.

5.1.5 - Available College Landrush Registration Periods

Landrush 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.

5.1.6 - Miscellaneous

The Claims Period will be in effect during the entire duration of the Landrush Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

5.2 College Early Access Period Polices

5.2.1 - In General

The Early Access Period is a seven (7) day period between the College Landrush Period and the general availability of .College during which anyone can register any available domain name at the registration price for that particular day. As the seven day period progresses, the prices for .College Domain Names will gradually decrease.

5.2.2 - Eligible Applicants

Any person or organization can register a .College Domain Name during the Early Access Period.



5.2.3 - Duration

The Early Access Period will last seven (7) Days. Final dates and times will be posted at the Registry's website.

5.2.4 - Available College Early Access Period Registration Periods

Early Access 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.

5.1.5 - Miscellaneous

The Claims Period will be in effect during the entire duration of the Early Access Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

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6 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. The first ninety (90) days of the General Availability period will be part of the Claims Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period. The Registry Operator reserves the right to extend the Claims Period beyond ninety (90) days.

7 Claims Period

The Claims Period will operate for the entire College Landrush Period, the entire Early Access Period and the first ninety (90) days of General Availability.

Throughout the time when the Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

8 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 (Section 11 of these Policies).

9 WHOIS Access Policy

9.1 Dissemination of Domain Registration Information:

XYZ.COM LLC ("Registry Operator") is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Operator's website using a standard web interface at <http://www.nic.college>. Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission. Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). Registry Operator reserves the right to modify this Policy at any time and with ninety (90) days prior written notice. Any revisions will be posted on <http://www.nic.college> website and on the CentralNic Registrar Console.

9.2 Security and Stability Considerations

Abuse of the Registry Operator's Whois system through data mining is being mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Registry Operator's Whois web interface may add a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any Registry Operator policy. At Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

9.3 Terms of Use

By accessing Whois Data from the .College Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois

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Data to:

- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
- enable high volume, automated, electronic processes that send queries or data to the systems of the .College Registry Operator or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:

- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods.
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the .College Registry Operator's searchable Whois service is available on its website at <http://www.nic.college>.

10 Acceptable Use and Anti-Abuse Policy

XYZ.COM LLC is committed to the stable and secure operation of its .College top-level domain ("TLD"). Abusive use of domain names creates security and stability issues for registries, registrars and registrants - as well as for users of the Internet in general. Accordingly, XYZ.COM LLC requires that domain names in its TLD adhere to this Acceptable Use and Anti-Abuse Policy ("AUP").

XYZ.COM LLC will address abusive behavior in its TLD consistent with this AUP. XYZ.COM LLC provides an abuse point of contact through an e-mail address posted on the .College website found at <http://www.nic.college>. This e-mail address will allow multiple staff members to monitor and address abuse reports. XYZ.COM LLC also provides a web form for complaints on its website. XYZ.COM LLC reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of Registry Operator, its affiliates, subsidiaries, officers, directors, contracted parties, agents, or employees;
- to comply with the terms of the applicable registration agreement and Registry Operator's policies;
- In order to protect humanity from a zombie apocalypse, robot uprising or unicorn invasion;
- where registrant fails to keep Whois information accurate or up-to-date;
- domain name use is abusive or violates the AUP, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;
- to correct mistakes made by a registry operator or any registrar in connection with a domain name registration; or
- as needed during resolution of a dispute.

Abusive use of a domain is described as an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- distribution of malware;
- dissemination of software designed to infiltrate or damage a computer system without the owner's' informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- DNS hijacking or poisoning;
- spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging

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spam, and the spamming of Internet forums; botnets, including malicious fast-flux hosting; denial-of-service attacks;

- child pornography or any images of child abuse;
- promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- illegal access of computers or networks.

FOR THE SAKE OF CLARITY, THE REGISTRY OPERATOR MAINTAINS THE RIGHT TO DETERMINE WHETHER A REGISTRATION IS ABUSIVE BOTH ACCORDING TO THE ABOVE STANDARDS OR AT ITS SOLE DISCRETION IN ORDER TO MAINTAIN THE INTEGRITY OF THE .COLLEGE NAMESPACE.

11 .College Sunrise Dispute Resolution Policy (“SDRP”)

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is effective as of February 1, 2015. An SDRP Complaint may be filed against a domain name registered during the .college TLD sunrise period, until thirty (30) days after the conclusion of the Sunrise Period.

1. Purpose

Domain names in the .College 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 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-Trademarks¹

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.

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.



b. SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .college TLD shall be brought before the 30th day after the close of the .college Sunrise Period.

3. Evidence and Defenses

a. Evidence

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

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a proceeding.³ In the case of a claim under SDRP 2(c), the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached. 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 Registry⁴ 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 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.

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

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

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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.

⁵ The Forum may correct typographical errors without notice.



12 Modification of These Policies

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with ninety (90) days prior notice..