

# **.NYC LAUNCH POLICIES**

## **INTRODUCTION**

This Plan has been developed to describe the Launch Program for the .nyc Top Level Domain ("TLD") by The City of New York by and through the New York City Department of Information Technology & Telecommunications ("Registry Operator").

The Launch Program will consist of a number of different 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.

The Sunrise Period allows qualified trademark holders the ability to secure their trademarks in the TLD before registration by the general public becomes available. Its purpose is to give reasonable protection and priority to stakeholders and certain prior rights holders, as well as to deter abusive and bad faith registrations. The TLD Sunrise policies are also designed to facilitate reliability for ICANN Accredited Registrars and the TLD Community and fair competition amongst registrants. The single phase Sunrise process will be executed by the Registry Operator in accordance with the plan and policy set forth in this document.

The Sunrise process described in this document is derived from the framework referenced in the Registry Agreement with ICANN. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link <http://newgtlds.icann.org/en/about/trademark-clearinghouse>.

In addition to the Sunrise Period, the TLD will have both a Founders Program and City Government Affiliated Phase that is further detailed in this document.

This document forms the complete initial plan, policy and process adopted by the Registry Operator for the launch of the TLD.

### **Background:**

#### **Rights Protection Mechanisms and the Trademark Clearinghouse**

ICANN has established the Trademark Clearinghouse ("TMCH") and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms. Registry Operator's implementation of the Sunrise Period has been integrated and tested with the TMCH Sunrise and Claims Operator appointed by ICANN ("TMCH Service Provider"). Information about the Trademark Clearinghouse and the TMCH Service Provider can be found at the following link <http://trademark-clearinghouse.com/>.

The Registry Operator's role is to verify that the information provided by a Registrar to the Registry Operator matched the information that is contained in the TMCH. The Registry

Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

## **Purpose**

The purpose of this plan is to describe our Launch Program for the TLD. This Launch Program has been designed such that it facilitates a fair, orderly and equitable introduction for the TLD while granting priority to certain rights holders. Additionally, it will act as a deterrent to abusive and bad faith registrations.

This document defines the implemented Launch Program by describing, amongst other things:

- The terms by which eligible parties may submit an Application during the Launch Program; and
- The manner in which Applications will be processed, validated, and allocated.

This plan applies to persons or entities submitting an Application and Registrars.

## **DEFINITIONS**

**ASCII** means the American standard code for information interchange.

**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 submitting a Sunrise, City Government Affiliated or Landrush Application.

**Application** means 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.

**Auction Provider** refers to the third party that will be selected by Registry Services Provider to provide auction related services.

**City Government Affiliated Phase** means a period immediately following the Sunrise Period in which certain New York City agencies, programs and other government-affiliated entities are entitled to register .nyc domain names.

**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. **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., "second.nyc").

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

**Founders Program** means a program where certain reserved domain names may be allocated to third parties *after* the Sunrise Period. This limited registration period is designed to help qualified companies, community groups, cultural organizations and business associations proactively develop and use their .nyc extension prior to public launch of general availability

**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.

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

**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 23 January 2014.

**Identical Match** is when the domain name label is an identical match to the trademark, meaning that the label consists of the complete and identical textual elements of the mark in accordance with section 4.2.1 of the TMCH Guidelines. In this regard:

a) For a trademark exclusively consisting of letters, words, numerals and/or special characters: the recorded name of the mark is an identical match to the reported name as long as all characters are included in the trademark record provided to the TMCH and in the same order in which they appear on the trademark certificate.

b) For a marks that do not exclusively consist of letters, words, numerals, or special characters: the recorded name of the trademark is an identical match to the reported name as long as the name of the trademark includes letters, words, numerals, keyboard signs, and punctuation marks that are:

- (i) predominant;
- (ii) clearly separable or distinguishable from the device element; and

(iii) all predominant characters are included in the trademark record submitted to the TMCH in the same order they appear in the mark.

**IDN** means Internationalized Domain Name. Registry Operator is authorized by ICANN to offer the TLD in Spanish.

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

**Landrush Period** means a period between the end of the City Government Affiliated Phase and General Availability during which Applications for a domain name may be received from any interested eligible party.

**Launch Program** means the Sunrise Period, City Government Affiliated Phase, and the Landrush Period described in this document but does not include General Availability.

**Panelist** is the person or organization appointed by the Provider to provide a written decision in relation to a dispute arising under this Plan.

**Respondent** is the applicant or registrant of the domain name(s), or the DPML account holder subject to a complaint under this Plan.

**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 .nyc Top Level Domain owned and operated by .NYC Domains.

**Registry Website** refers to [www.nic.nyc](http://www.nic.nyc) or other TLD-specific URL directed from such website.

**Service** means the services that Registry Operator provides in relation to the TLD.

**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 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** 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 City Government Affiliated Phase, Landrush Period and General Availability.

**TLD** means Top Level Domain and for the purpose of this Plan the TLD shall be .nyc.

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

**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 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 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** refers to the City of New York as the .nyc Registry Operator or our designated representatives.

## Launch Schedule

The following is a brief overview of each of the periods that will be implemented in launching the TLD.

These periods are described in greater detail in the relevant sections of this document. This Plan is not applicable to General Availability.

| .nyc Launch Schedule             |          |               |                 |                |                 |              |
|----------------------------------|----------|---------------|-----------------|----------------|-----------------|--------------|
| Phase                            | Duration | Claims Period | Start Date      | Start Time UTC | End Date        | End Time UTC |
| Sunrise                          | 45 days  | No            | May 5, 2014     | 15:00:01       | June 20, 2014   | 15:00:00     |
| City Government Affiliated Phase | 36 days  | Yes           | June 25, 2014   | 15:00:01       | July 31, 2014   | 15:00:00     |
| Landrush Period                  | 60 days  | Yes           | August 4, 2014  | 15:00:01       | October 3, 2014 | 15:00:00     |
| General Availability             | n/a      | Yes           | October 8, 2013 | 15:00:00       | n/a             | n/a          |

## **Sunrise Period Policies**

### **Scope and Timing:**

Registry Operator will offer a forty-five (45) day Start Date Sunrise Period, specifically in relation to Rights Protection Mechanisms. The Sunrise Period allows trademark holders the ability to secure their trademarks in a .nyc TLD prior to the City Government Affiliated Phase, Landrush Period and General Availability. 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 after the Sunrise Period ends unless two or more Sunrise Applicants apply for the same TLD. In that case, the Sunrise Applicants will resolve contentions through an auction process with the Registry Operator's authorized Auction Provider.

### **Application Process:**

The following process applies to Sunrise Applications:

SMD Files submitted with Sunrise Applications are validated by Registry Operator, via Neustar, Inc.'s ("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.

If more than one Sunrise Application for the same Domain Name meets the eligibility criteria described herein, the Sunrise Applications will be submitted to the Registry Operator's authorized Auction Provider.

Domain Names awarded to successful Sunrise Applicants at auction will be allocated by Registry Operator, via Registry Service Provider and Auction Provider, following the conclusion of such auction.

### **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.

### **Processing Sunrise Registrations:**

The Registry Operator will not process a Sunrise Application unless the Registry has:

1. Validated the SMD File with the TMCH; and
2. Received, or has, in its discretion, reasonable assurance of payment from the Registrar of all applicable fees, including the non-refundable, one-time Sunrise participation fee for the Sunrise Application.

Sunrise Applications may only be submitted by a Registrar sponsoring the Sunrise Applicant and must include an SMD File corresponding to the Domain Name Label in the applied-for Domain Name.

### **Eligible Applicants:**

Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

### **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.

### **Allocation:**

Unless otherwise stated in this Overview, the Registry Operator, via the Registry Service Provider and Auction 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.

### **Domain Name Label Requirements:**

Registry Operator, via 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.

### **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 such time ICANN removes such prohibitions.

### **Sunrise Applicant Notification:**

Notification to Sunrise applicants will be as follows:

- At the end of Sunrise, the Registry Operator will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
- In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application:
  - Prevailed in the auction and was allocated the Domain Name; and
  - Lost in the auction.
- 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).

### **The Registry's Rights:**

The Registry Operator 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.

### **Auction Process:**

If more than one Applicant submits a valid Sunrise Application for the same domain name, the Registry Operator will notify the Auction Provider and applicable Registrar(s) after the Sunrise period ends. The prevailing Applicant for the domain name will be determined at an auction hosted by the Auction Provider. The auction process will be governed by the terms and conditions published by the Auction Provider and provided to such Applicants ("Auction Rules"). Domain Names awarded to successful Sunrise Applicants at auction will be allocated by the Registry Operator, via Registry Service Provider, typically within seven (7) days of notification from the Auction Provider that the auction has concluded. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant. Where notified of the result of an auction, Registry Operator will ensure that the domain name is Eligible for Allocation to the successful bidder.

## **Founders Program**

Registry Operator may choose to offer Founders Program where certain reserved domain names may be allocated to third parties *after* the Sunrise Period. This limited registration period is designed to help qualified companies, community groups, cultural organizations and business associations proactively develop and use their .nyc extension prior to public launch of general availability.

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.

For the Founders Program, any name that found on the .nyc SLD block list, found at <http://www.icann.org/sites/default/files/tlds/nyc/nyc-apd-list-12nov13-en.csv> will be available for registration, but cannot be activated in the DNS until ICANN permits.

## **City Government Affiliated Phase**

### **Overview:**

Registry Operator will offer a thirty (30) day City Government Affiliated Phase. This limited registration period will make available certain domain names reserved by New York City to qualified New York City government affiliated agencies, organizations and entities.

All domain name registered during this period shall be registered through an ICANN-Accredited Registrar to registrants that have been validated by the New York City Government to receive such domain names. In addition, all name registered shall be included in ICANN's mandatory trademark claims process.

For the City Government Affiliated Phase, any name that found on the .nyc SLD block list, found at <http://www.icann.org/sites/default/files/tlds/nyc/nyc-apd-list-12nov13-en.csv> will be available for registration, but cannot be activated in the DNS until ICANN permits.

## **Landrush Period Policies**

### **Overview:**

Registry Operator will offer a sixty (60) day Landrush Period. A Landrush Period operates to allow any eligible Applicant to apply for a domain name in the TLD before the commencement of General Availability. The Landrush Period will be in effect from the date so described in the Launch Schedule in this Plan.

### **Operation:**

In order to participate in a Landrush Period, the Applicant must submit an Application for a domain name that:

- was not previously Allocated;
- is not Eligible for Allocation;
- is not subject of an Application that is being currently processed by the auction provider.

### **Eligible Applicants:**

Participation in the Landrush Period is restricted to Applicants who comply with the eligibility requirements of the TLD as described in this Plan.

### **Allocation:**

A domain name Allocated as a result of a Landrush Period may be registered for term of ten (10) years.

For Landrush, any name that found on the .NYC SLD block list, found at <http://www.icann.org/sites/default/files/tlds/nyc/nyc-apd-list-12nov13-en.csv> will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits.

### **Auction:**

Where there are multiple Applications for the same domain name during the Landrush Period these Applications will proceed to auction. In order to resolve multiple Applications for the same domain name, the Applicant will be invited to take part in an auction. The auction will be conducted in accordance with the auction rules published by the Auction Provider. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant. Where notified of the result of an auction Registry Operator will ensure that the domain name is Eligible for Allocation to the successful bidder.

## **General Availability Period Policies**

General Availability will begin on the first day that domain names become available after Landrush ends and continue indefinitely. During General Availability, domain names will be registered on a first come-first served basis. 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.

## **.NYC 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 May 1, 2014. An SDRP Complaint may be filed with the National Arbitration Forum against a domain name registered during the .nyc TLD sunrise period, no later than 90 days after Sunrise end date.

### **1. Purpose.**

Domain names in the .nyc 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-Trademarks**

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; 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 .nyc TLD shall be brought no later than 90 days after Sunrise end date. In the event that one party to an auction desires to bring a complaint under this SDRP against an opposing party to the same auction, the Registry Operator will stop that auction process to

allow a complaint under this Policy, if the complainant notifies the Registry Operator within the five (5) calendar days following the Registry's notification of auction regarding the relevant domain name(s). Such notice must be in writing.

The SDRP Complaint shall be filed with the National Arbitration Forum within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the auction shall proceed as scheduled.

### **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 a proceeding. 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 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.

**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 Operator reserves the right to modify this SDRP at

any time subject to the terms of its agreement with the Forum. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective; 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.

## **Claims Period Policies**

### **Overview:**

In order to meet ICANN's requirements, Claims Periods will operate at certain stages during our Launch Program for the TLD.

Throughout the time when a 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.

### **Operation:**

The Claims Notice forms part of the process of submitting an Application for a domain name, and the Applicant for the domain name will be required to acknowledge the information contained within the Claims Notice before processing the Application.

The Claims Period will be in effect during:

- the entire duration of the City Government Affiliated Phase;
- the entire duration of the Landrush Period described in this document; and
- the first ninety (90) calendar days after the commencement of General Availability.

The Claims Period will be in effect from the date so described in the Launch Program overview section of this document.

### **Notice and Duration:**

The Registry Operator reserves the right to extend the Claims Period duration and, if appropriate, will post such notice on the Registry Operator's website and notify you any other means Registry Operator may deem appropriate.

## **Sunrise, Landrush and Premium Name Auction Policy**

The Auction Provider provides an auction platform for registries to provide a mechanism through which competing applications for a second level domain in their new gTLD may be resolved during the Sunrise, Landrush and Premium Name Auctions. The Auction Provider will be appointed by the Registry Operator for the TLD and the Auction Provider's Terms of Service, which will be incorporated into this Policy by reference, will govern and control over any dispute which may arise during any of the auction processes. The Auction Terms and Conditions shall be published by the Auction Provider and must be accepted before bidding can occur in any auction for any domain names from the TLD Registry.

Registry Operator will not participate in any way in any dispute between its customers or users and any party other than the Auction Provider regarding the use of the auction platform.

All other disputes between you and any party other than us regarding the results of an auction that are not submitted in accordance with this Policy shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

## Requirements for Application

### Eligibility:

Before the Registry Operator will accept applications for registration from Registrar, all domain name applicants in the .nyc TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with the Registrar, in accordance with the ICANN RAA and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:

a) The data provided in the domain name registration application is true, correct, up to date and complete;

b) The domain name registrant has the authority to enter into the registration agreement;

c) The domain name registrant shall comply with the .nyc Nexus and Acceptable Use Policies; and

d) 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.

### nyc Nexus Policy

The City of New York desires to have only those individuals or entities having a substantive and lawful connection to the City be permitted to register for .nyc domain names ("Nexus Policy").

1. Registrants in .nyc must be either:

a. a natural person whose primary place of domicile is a valid physical address in the City of New York ("Nexus Category 1"); or

b. an entity or organization that has a physical street address in the City of New York ("Nexus Category 2").

2. The existence of a P.O. Box address in the City of New York shall not qualify for purposes of meeting the Nexus Policy.

3. Registrants must agree in their Agreement with their Registrar and/or Reseller, as applicable, that they are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. Registrants may find more information about compliance with the City tax laws

at the City of New York Department of Finance's website (currently at [www.nyc.gov/finance](http://www.nyc.gov/finance)).

4. Registrants must remain in compliance with the applicable Nexus Category for the entire period of such domain name's registration by the registrant.
5. Registrars shall require that all registrants certify that they satisfy the Nexus Policy.
6. Registrants may not license, sub-delegate or otherwise transfer .nyc domain names to third parties that otherwise fail to meet the requirements of this Nexus Policy.

**Premium Names:**

Registry Operator, at its sole discretion, reserves the right to reserve certain domain names that will be made available for registration, during the Launch Program and General Availability, through an auction process by the Auction Provider for a premium fixed price or bidding auction. Such domain names may be subject to a premium registration fee that is independent to any fee paid at auction. Additionally, Registry Operator, at its sole discretion, reserve certain domain names that expire during General Availability, to be made available for registration.

## Acceptable Use Policy

1. By registering a name in the .nyc top-level domain (.nyc), you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:
  - a. Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
  - b. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
  - c. Illegally sell or distribute pharmaceuticals;
  - d. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
  - e. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
  - f. Violate the privacy or publicity rights of any other person or entity;
  - g. Promote or engage in any spam or other unsolicited bulk email;
  - h. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
  - i. Interfere with the operation of .nyc or services offered by the .nyc Registry Operator; or
  - j. Otherwise engage in activity that is contrary to applicable U.S., State or local law or .nyc Policies.
2. By registering a name in .nyc:
  - a. You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the .nyc Registry Operator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole

discretion, that the information is materially inaccurate;

b. You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the .nyc Privacy Policy posted on the .nyc website at <http://www.nic.nyc>.

c. You agree to submit to proceedings commenced under the Uniform Dispute Resolution Policy (“[UDRP](#)”), and the [Uniform Rapid Suspension Service \(“URS”\)](#). You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the .nyc Registry Operator, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

3. By registering a name in the .nyc:

a. You acknowledge and agree to abide by all .nyc Policies set forth on the .nyc website at <http://www.nic.nyc>. You specifically acknowledge and agree that the .nyc Policies may be modified by the .nyc Registry Operator, and agree to comply with any such changes in the time period specified for compliance;

b. You acknowledge and agree that the .nyc Registry Operator reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the .nyc if you are found to have repeatedly engaged in abusive registrations, in its sole discretion;

c. .NYC Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) conflict with this Policy, (ii) threaten the stability, integrity or security of the .nyc TLD, the DNS or the global Internet, or any of its registrar partners and/or (iii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.

d. You acknowledge and agree that the .nyc Registry Operator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the .nyc Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- to enforce .nyc Policies, as amended from time to time;
- to protect the integrity and stability of the .nyc Registry Operator, its operations, and the .nyc;
- to comply with any applicable law, regulation, holding, order, or decision

issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the .nyc Registry Operator or you;

- to establish, assert, or defend the legal rights of the .nyc Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the .nyc Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
  - to respond to violations of this policy;
  - to correct mistakes made by the .nyc Registry Operator or any Registrar in connection with a Registration or Reservation; or
  - as otherwise provided herein.
- e. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the .nyc Registry Operator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your use, operation, Registration of any name and/or website in the .nyc.

The .nyc Registry Operator reserves the right to modify, change, or discontinue any aspect of its services, agreements, or this Acceptable Use Policy.

## .nyc End User Privacy Policy

Updated: [INSERT DATE]

This Privacy Policy describes our collection, use, and disclosure of *Personal Information*, which is information that personally identifies you, such as your name, email address or billing information, or other data that we can reasonably link to that kind of information.

### **PERSONAL INFORMATION COLLECTION, USE, AND DISCLOSURE**

**Information You Provide on our Web Sites.** On our web sites, we collect Personal Information only if you choose to give it to us, for example by subscribing to RSS feeds or blog posts or electing to “follow” .nyc on social media sites. Like all web sites, we automatically collect Log Data about your visits. This information does not identify you to us unless you have given us your name, contact information, or other Personal Information. We use Personal Information and Log Data to respond to your requests, process transactions you initiate, improve our web site, and deliver personalized content to you. We may disclose that information to third parties to help us in these activities, but we do not allow them to use the Personal Information for other purposes.

**Domain Name Registry Services.** When you register a domain name, your registrar will collect certain information, including your name, address, contact information, and the IP address of the servers on which your domain name is hosted. As the Registry Operator for .nyc, we collect this information, known as “WHOIS Information” from registrars, and makes it available online in the WHOIS database.

We use WHOIS Information and other information collected in the course of providing registry services to: comply with law and regulation, and contractual obligations; investigate and respond to complaints of abusive conduct; and enforce registry policies related to, without limitation: WHOIS accuracy, the use of proxy and/or privacy registration services, limitations on registration, and prohibitions against the use of domain names to distribute malware, operate botnets, or engage in phishing, piracy, intellectual property infringement, fraud or deceptive practices, counterfeiting or other activity that is contrary to applicable law.

We reserve the right to use and disclose this information as needed to provide the domain registry services, identify and respond to cybersecurity threats, protect our rights and the rights of third parties, and as required by law. In addition, we may from time to time collect and aggregate demographic data or statistical analysis and other research, but does not disclose Personal Information in that process.

**Other Use and Disclosure of Personal Information.** We do not use or disclose Personal Information other than as described above, except:

- With your express permission;
- Where permitted by our customer agreements, for internal use, research, fraud prevention, and product development;
- To (i) comply with US or foreign laws or to respond to lawful requests and legal process in US or foreign civil, criminal or investigative matters, (ii) enforce agreements, our terms and conditions, and policies, and protect our rights and property as the site owner, and (iii) in an emergency to protect the personal safety of Neustar, its customers, or any person;
- In an aggregated or de-identified form that does not directly identify you;
- With third party vendors, consultants and other service providers who are working on our behalf, but we limit their access and use of Personal Information to that which is needed to carry out their work for us; and
- In connection with any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company.

## **COOKIES**

We use cookies and similar technologies such as web beacons and pixel tags on our sites to distinguish among our visitors and track information during multiple visits. We may use cookies, web beacons, pixel tags or similar technologies, along with other information described in this policy to enhance and personalize your experience on our sites and to manage and enable preferences, transactions and related uses of .nyc services and information. These technologies do not identify you to us unless you have voluntarily provided Personal Information on our site. If you've set your browser to warn you before accepting cookies, you will receive a warning message with each cookie. You can refuse cookies by turning them off in your browser, but some of the features on our site may not work if you do. Cookies never contain or convey Personal Information. You can remove persistent cookies by following directions provided in your Internet browser's "help" file, or you may opt-out as described below.

## **EU AND SWISS SAFE HARBORS**

We may receive Personal Information about residents of the European Union and Switzerland in the course of providing registry services. Our handling of such information complies with the U.S. – EU Safe Harbor framework and the U.S. – Swiss Safe Harbor framework as administered by the U.S. Department of Commerce, and we have certified our adherence to the Safe Harbor principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. Additional information about the Safe Harbor programs is available at: <http://www.export.gov/safeharbor>.

## **SECURITY**

We have implemented policies that include administrative, technical, and physical safeguards designed to protect Personal Information against unauthorized access, use, or disclosure.

## **CHILDREN**

We do not knowingly collect information from children under 13, and we do not create marketing segments or knowingly enable advertising targeted to children under 18.

## **POLICY CHANGES**

This Policy may change from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice.

## **INFORMATION FOR CALIFORNIA RESIDENTS**

Pursuant to Section 1798.83 of the California Civil Code, residents of California who have an established business relationship with us may request certain information with respect to the Personal Information we share with third parties for those third parties' direct marketing purposes. To exercise your rights, email us at [privacy@neustar.biz](mailto:privacy@neustar.biz).

## **DEFINITIONS:**

**Cookies** are text files placed on a computer's browser that can be used to recognize you as a web site user or to provide personalized content.

**Log Data** is the Internet page request that is automatically collected when you visit a web site, and typically includes the URL of the page requested, Internet Protocol address, browser type, browser language, the date and time of your request, one or more cookies that may uniquely identify your browser. AdAdvisor logs also contain information about ad campaign delivery, which we use for reporting and analytics, and to measure ad effectiveness.

**Personal Information** is information that personally identifies you, such as your name, email address or billing information, or other data that we can reasonably link to that kind of information.

**Pixel tags** are placed on a web site or within the body of an email for the purpose of tracking activity on web sites, or when emails are opened or accessed, and are often used in combination with cookies.

**Web beacons** are small pieces of code placed on web pages that can be used for such purposes as counting visitors and delivering cookies or to otherwise customize the user experience.