



New gTLD Start Up Plan

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LAUNCH DATES, LAUNCH PROGRAMS AND LAUNCH POLICIES

LAUNCH DATES, LAUNCH PROGRAMS AND LAUNCH POLICIES

1. GENERAL PROVISIONS

1.1 Scope and Applicability

ICM Registry LLC, on behalf of its subsidiaries and affiliated entities (collectively referred to as “ICM”), will be launching top-level domains (“TLDs”) pursuant to ICANN’s new gTLD Program. This Launch Plan and Policies document describes the processes, procedures, and rules applicable to Registration of a second level domain name in a new gTLD operated by ICM (an “ICM gTLD”).

1.2 Launch Periods and Timeline

Start Date	End Date
TMCH Sunrise:	
September 1, 2015 16:00 UTC	October 01, 2015 16:00 UTC
Limited Registration - Sunrise B and/or Domain Matching Program:	
October 5, 2015 16:00 UTC	October 30, 2015 16:00 UTC
General Availability:	
November 04, 2015 16:00 UTC	Ongoing

The dates and periods above are subject to change; any such changes will be posted on the Registry Website.

1.3 Registration of gTLD Names

Only an Accredited Registrar may submit Registration Requests for ICM gTLD names.

The Registry will not accept a Registration Request 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);

3. Not begin or end with a hyphen;
4. Not exceed 63 characters;
5. Contain at least one character; and
6. 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 (2) above.

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, its operations, and the ICM gTLD.
4. 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 Registry.
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, and stockholders.
6. To correct mistakes made by the Registry or any Accredited Registrar in connection with a Registration.
7. As otherwise provided in the Registrar's terms and conditions, the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

1.4 Term

ICM gTLD 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 created 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.

1.5 Payment to the Registry

The Registry will not accept any Registration Request, and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Request, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

1.6 Registry-Registrant Agreement

Prior to submitting a Registration Request, the Accredited Registrar must secure the affirmative consent of the Applicant to the terms of the Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

1.7 Reserved Names

The Registry has reserved certain names from registration in the ICM gTLD ("Registry Reserved Names"), including, without limitation, the names appearing on the list of ICANN reserved gTLD names located at <https://www.icann.org/resources/pages/reserved-2013-07-08-en> and as such list may be modified by ICANN from time to time.

Registry Reserved Names include additional names reserved by the Registry for its own purposes in compliance with ICANN Requirements and Registry Policies.

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.

2. TRADEMARK CLEARINGHOUSE (TMCH) SUNRISE

2.1 Scope and Timing

Each ICM gTLD will offer a thirty (30) day Start-Date Sunrise Period as a rights protection mechanism for mark holders before names become available for registration through its limited registration programs or to the general public. During this TMCH Sunrise, only SMD File holders (or their agents) will be authorized to submit TMCH Sunrise Registration Requests. Successful TMCH Sunrise Registrations will be allocated on a first-come, first-served basis.

2.2 TMCH Sunrise Registration Requests Process Overview

The following process applies to TMCH Sunrise Registration Requests:

1. SMD Files submitted with TMCH Sunrise Registration Requests are validated by the Registry.
2. TMCH Sunrise Registration Requests missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry.
3. Registration Requests for which a valid TMCH Sunrise Application has been received that (i) meet the TMCH Sunrise Registration eligibility criteria described herein and (ii) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement, will be allocated on a first-come, first-served basis.

The Registry will not process a TMCH Sunrise Application unless the Registry has validated the SMD File with the TMCH, and has received, or has, in its discretion, reasonable assurance of payment from the Accredited Registrar of all applicable fees.

Unless otherwise stated in this Start Up Plan, the Registry will allocate a TMCH Sunrise domain name if:

1. The domain name meets the requirements set forth herein;
2. The domain name and the information contained in the Registrar's Registration Request meet the requirements in the Registry-Registrar Agreement and the Registry-Registrant Agreement;
3. The domain name is available; and
4. The Registrar is in good standing with the Registry.

TMCH Sunrise Registration Requests may be submitted for any available ICM gTLD names, meaning names that have not otherwise been reserved by the Registry for any reason, or names that have not otherwise been registered pursuant to a Qualified Launch Program, prior to the commencement of the TMCH Sunrise period.

2.3 TMCH Sunrise Eligibility Requirements

TMCH Sunrise Registration Request(s) may only be submitted by an Accredited Registrar sponsoring the TMCH Sunrise Applicant and must include an SMD File corresponding to the domain name in the applied-for ICM gTLD.

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 will then issue an SMD File to verified Applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Registration Request.

Domain Name Requirements

The Registry will not accept a TMCH Sunrise Registration Request 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 must:

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);
3. Not begin or end with a hyphen;
4. Not exceed 63 characters;
5. Contain at least one character; and
6. 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 (2) above.

2.4 The Registry's Rights regarding TMCH Sunrise Registration Requests

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

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, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
3. To protect the integrity and stability of the operation or management of the Registry;
4. To comply with applicable laws, regulations, policies or any holding, order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

5. To establish, assert, or defend the legal rights of the Registry or any 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,
6. To correct mistakes made by the Registry or any Registrar in connection with a TMCH Sunrise Registration;
7. If the Registry receives notice that the SMD File is under dispute; or
8. As otherwise provided in the Registrar's terms and conditions or Registry-Registrar Agreement.

2.5 TMCH Sunrise Disputes

Information regarding ICM's TMCH Sunrise Dispute Resolution Policy (SDRP) is available on the Registry Website.

TMCH Trademark Validation and SMD File Fraud

The TMCH is responsible for maintaining TMCH Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing TMCH Sunrise applications, ICM relies on the validity of mark holder information contained in SMD Files provided by the TMCH.

Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process, in addition to the ICM SDRP, and should be submitted to the TMCH using its dispute resolution procedures outlined in <http://trademark-clearinghouse.com/dispute> prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in an SMD File or a TMCH Sunrise application, ICM may disqualify the TMCH Sunrise application or, in the event that fraud is detected after the TMCH Sunrise period, delete the applicable domain name(s).

3. LIMITED REGISTRATION PERIOD – SUNRISE B PROGRAM AND/OR DOMAIN MATCHING PROGRAM

3.1 Scope and Timing

The Registry will offer a Limited Registration period that will be referred to as either the Domain Matching Program and/or the Sunrise B Program before registration names become available to the general public. During this Limited Registration period only Applicants who have either (i) an existing .XXX TLD Registration or (ii) who successfully applied for a .XXX Sunrise B Reservation will be authorized to submit a Registration Request for the directly matching second level domain name in the ICM gTLD. Successful Registrations will be allocated on a first-come, first-served basis.

3.2 Limited Registration Period Registration Request Process Overview

Domain names for which a valid Registration Request has been received that (i) meet the Limited Registration period eligibility criteria described herein and (ii) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement, will be allocated to the Applicant during the Limited Registration period. The Registry will not process a Limited Registration period Registration Request unless the Registry has received, or has, in its discretion, reasonable assurance of payment from the Accredited Registrar of all applicable fees.

Limited Registration period Registration Requests may be submitted for any available ICM gTLD names, meaning names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Limited Registration period.

3.3 Limited Registration Period Eligibility Requirements

Limited Eligibility period Registration Requests may only be submitted for the directly matching second level domain name in an ICM gTLD by either (i) the same Applicant that submitted a successful .XXX Sunrise B Reservation Request or (ii) the same Registrant of the directly matching .XXX TLD Registration. Unless otherwise expressly agreed to by ICM, the Applicant must use the same Accredited Registrar of Record that sponsored the Applicant in its underlying, directly matching .XXX Sunrise B Reservation or its directly matching .XXX Registration; at all times ICM may designate alternate Accredited Registrar(s) to effectuate Applicant's Registration Request. Applicants that are basing their Limited Registration period Registration Request on an underlying, directly matching .XXX second level domain name Registration must have the underlying, directly matching .XXX second level domain name registered as of October 1, 2015 (16:00 UTC).

3.4 The Registry's Rights regarding Limited Registration Period Registration Requests

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

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, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
3. To protect the integrity and stability of the operation or management of the Registry;

4. To comply with applicable laws, regulations, policies or any holding, order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
5. To establish, assert, or defend the legal rights of the Registry or any 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,
6. To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration; or
7. As otherwise provided in the Registrar's terms and conditions, the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

4. GENERAL AVAILABILITY

During General Availability, Registration Requests for any available ICM gTLD names, meaning names that have not been reserved, restricted, registered, awarded or otherwise allocated prior to General Availability, will be allocated by the Registry through Accredited Registrars on a first come, first-served basis subject to the Registry Policies and ICANN Requirements.

5. LAUNCH POLICY DEFINED TERMS

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

Applicant is a natural person, company, or organization in whose name a Registration Request or a Reservation Request is made.

ICANN Requirements include the Registry's obligations under the Registry Agreement between Registry and ICANN, all applicable ICANN Consensus Policies, and all applicable ICANN Temporary and Specifications and Policies, each as defined in the Registry Agreement.

Premium Name is a name that has been reserved by the Registry in its sole discretion, which may be offered for Registration on other than a first-come first-served basis.

Qualified Launch Program is the ICANN-approved process that enables the Registry to allocate names to third parties prior to the ICM gTLD TMCH Sunrise.

Registrant is an Applicant that 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.

Registration means a domain name submitted by an Accredited Registrar on behalf of a Registrant for a specified Term that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

Registration Request is an application submitted by an Accredited Registrar, on behalf of an Applicant, to register a second level domain name in a TLD owned or operated by ICM. Registration Requests are non-transferable.

Registry is ICM Registry LLC and/or its subsidiaries or affiliated entities.

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

Registry-Registrant Agreement is the Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

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

Registry Website is www.icmregistry.com.

SMD File is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-Sunrise eligible terms have been successfully validated and entered into the TMCH database.

TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

TMCH Sunrise means the period as shown in the Launch Periods and Timeline above during which holders of SMD Files may submit TMCH Sunrise Applications.

.XXX Sunrise B Reservation means the reservation from registration of a second level domain name in the .XXX TLD that was successfully submitted by an Accredited Registrar on behalf of an Applicant during the .XXX Sunrise B Program.

.XXX Sunrise B Reservation Request is an application submitted by an Accredited Registrar, on behalf of an Applicant during the .XXX Sunrise B Program, to reserve a second level domain name from registration in the .XXX TLD. Reservation Requests are non-transferable.

**TMCH SUNRISE
DISPUTE RESOLUTION POLICY
(SDRP)**

TMCH SUNRISE DISPUTE RESOLUTION POLICY

This TMCH Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registry-Registrar Agreement. This SDRP shall become effective as of October 5, 2015 and shall apply to registration of a second level domain name under the TMCH Sunrise provisions in a new gTLD operated by ICM Registry LLC and/or its subsidiaries and affiliated entities (“ICM gTLD”).

1. Purpose

Domain names in ICM gTLDs can be registered by third parties or reserved by the Registry. This SDRP describes standards that will be applied to resolve challenges to names registered during the ICM gTLD TMCH Sunrise Registration Period on the basis of (a) improper application of the TMCH Sunrise Registration criteria to the ICM gTLD and/or (b) speculative registrations of otherwise non-exclusive and generic terms obtained under a pretextual claim of formal trade or service mark rights unsupported by substantial use of the subject trade or service mark.

2. Applicable Disputes

A registered domain name in an ICM gTLD will be subject to an administrative proceeding upon submission of a complaint that the TMCH Sunrise Registration was improper under one or more of the following circumstances:

a. Improper TMCH Sunrise Registration - Formal Ineligibility

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the ICM gTLD does not comply with the provisions of the Registry’s TMCH 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; or
- ii. The domain name is not identical to the mark on which the registrant based its TMCH Sunrise registration in accordance with the TMCH “identical match” rules;¹

¹ For the purposes of analysis of this element, neither the ICM gTLD itself, nor the “dot,” shall be considered.

b. Improper TMCH Sunrise Registration - Substantive Ineligibility

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the ICM gTLD does not satisfy the “in-use” standard. The complaint must prove any one of the following elements:

- i. Token use or Non-use: The trademark registration on which the domain name registrant based its TMCH Sunrise registration is not the subject of the actual and substantial use in commerce in the issuing jurisdiction on which the TMCH entry is based, or has been unused in such jurisdiction for a sufficient period to constitute abandonment thereof in such jurisdiction; or
- ii. Pretextual TMCH Sunrise Registration: The domain name is otherwise a non-exclusive and generically applicable term having a primary meaning in relation to goods or services other than those for which the trade or service mark was obtained; and the domain name is not used by the registrant in connection with the goods and/or services on which the subject trademark registration is based. The following circumstances in particular shall, without limitation, constitute evidence of Pretextual TMCH Sunrise Registration:
 - (a) The registrant’s use, licensing or offer of licensing of use of the domain name for the primary purpose of exploiting such non-trademark primary meaning; or
 - (b) Circumstances indicating a pattern by the Registrant or in concert with others, of TMCH Sunrise Registrations based on formal claims of trade or service mark rights in alleged marks which are otherwise non-exclusive and generically applicable terms having a primary meaning in relation to goods or services other than those for which the trade or service mark was obtained; and
 - (c) As an aggravating factor in connection with any of the circumstances above, whether the term in question is particularly generically applicable in connection with the ICM gTLD in which the TMCH Sunrise Registration was made.

c. SDRP Effective Dates

Any SDRP claim brought under this Policy for domain names registered in ICM TLDs shall be brought before October 5, 2016.

3. Evidence and Defenses - [Intentionally Left Blank]

4. Remedies

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

a. Improper Sunrise Registration - Formal Ineligibility

If the Panelist finds that the domain name was improperly registered during the TMCH 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 as a Registrant during the ICM gTLD General Availability period, such Application may be made to the Registry, or to Registrar, as applicable.

b. Improper Sunrise Registration - Substantive Ineligibility

If the Panelist finds that the domain name was improperly registered during the TMCH Sunrise period, the sole remedy for a Complaint filed under SDRP 2(b) shall be (i) suspension of the domain name for the remaining term of registration, (ii) cancellation and return of the domain name to the pool of names available for registration in the ICM gTLD, or (iii) reservation by Registry and subsequent offer of registration under such terms as the Registry may determine, in its sole discretion, including on a first-refusal basis to the party filing the Complaint.

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 TMCH Sunrise-registered domain names in the ICM gTLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another Registrar during the course of a proceeding.² The contact details of the holder of a registered domain name in the ICM gTLD, 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 ICM gTLD 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 ICM gTLD 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.

² The Registry may, through its agreement with Registrars, instead require the Registrar to perform the lock and/or implementation steps.

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 Registry³ 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

³ The Registry may, though its agreement with Registrars, instead require the registrar to perform the lock and implementation steps.

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 ICM gTLD.

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 ICM gTLD 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 Forum reserves the right to modify this SDRP at any time subject to the terms of its MOU with the Registry. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;⁴ 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.

⁴ The Forum may correct typographical errors without notice.

ANTI-ABUSE POLICY

ANTI-ABUSE POLICY

ICM has the right, pursuant to its Registry-Registrant Agreement, to immediately deny, cancel, terminate, suspend, lock, hold, or transfer any domain name and/or registration to ensure registrant's compliance with the following Anti-Abuse Policy.

1. Accurate Registration Information

Registrant represents and warrants to have provided current, complete, and accurate information in connection with its registration and agrees to correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration in an ICM gTLD. Registrant's obligation to provide current, accurate, and complete information is a material element of the Registry-Registrant Agreement, and the registry 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.

2. Child Protection Labeling

Registrant understands that Registry Operator may label the sites in an ICM gTLD and any site to which such sites are automatically redirected irrespective of the top-level domain for child protection purposes; registrant consents to such labeling.

3. Prohibition on Child Abuse Images and Conduct or Content Designed to Suggest the Presence of Child Abuse Images

The term "child abuse images" is defined as any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, depicting child sexual abuse as stated in the United Nations Convention on the Rights of the Child. Registrant's sites in an ICM gTLD shall not display any child abuse images. Registrant's sites in an ICM gTLD shall not engage in practices that are designed to suggest the presence of child abuse images, including, without limitation, the use of meta-tags for that purpose. Registry Operator will refer any sites in an ICM gTLD that are reported to the Registry Operator to be in violation of this policy to child safety hotlines like the National Center for Missing and Exploited Children (NCMEC), the Internet Watch Foundation (IWF), or the International

Association of Internet Hotlines (INHOPE).

4. Prohibition on Abusive Registrations

No registrant may register an abusive second-level domain name in an ICM gTLD including, without limitation, domain names that infringe the intellectual property rights of a third party, including common law trademark rights; domain names that are obvious variants of well-known trademarks not belonging to the registrant; or domain names that suggest the presence of child abuse images.

5. Prohibition on Malicious Conduct

No registrant shall use or permit use of a domain name in an ICM gTLD for or in connection with email spoofing, phishing, spam, or other forms of malicious behavior.

6. Ongoing Best Practices Policies

Registry Operator will revise this ICM gTLD Anti-Abuse Policy or the Registry-Registrant Agreement to include commercially reasonable best practices policies developed by the .XXX top-level domain and/or the International Foundation for Online Responsibility (IFFOR) that are designed to promote responsible business practices related to (i) combating online child abuse images, (ii) facilitating user choice and parental control regarding access to online adult entertainment, (iii) protecting free expression rights, and/or (iv) protecting the privacy, security, and consumer rights of consenting adult consumers of online adult entertainment goods and services; registrant consents to adhere to such policies.

PRIVACY POLICY

PRIVACY POLICY

ICM Registry LLC and its subsidiaries and affiliated entities (collectively, “ICM”) understands how important privacy is to you. This policy explains how we process information that identifies you personally (“Personal Information”), when you:

- visit websites operated by ICM (“Registry Websites”); or
- register for domain names in TLDs owned and operated by ICM (“ICM gTLD”).

This policy applies only to Personal Information that ICM collects from and about you. It does not apply to information collected by domain name registrars or third parties when you apply to register an ICM TLD name with them nor does it apply to information collected on third party sites that you may access via a link on Registry Websites.

By using Registry Websites or services, including without limitation by registering an ICM TLD domain name, you consent to the collection, use, processing, and transfer of your Personal Information in accordance with the terms of this Policy. You consent to the collection, use, processing, and/or disclosure of your sensitive information and your Personal Information in the United States in accordance with the provisions of this Policy. If you are visiting the Registry Website from a country other than the country in which the Registry servers are located, including without limitation visiting from the European Union, your communications with the Registry may result in the transfer of your sensitive information as well as your Personal Information across international boundaries; you consent to such transfer.

1. Collection, Use, & Disclosure of Personal Information

Information you Provide on Registry Websites:

We collect Personal Information that you directly provide on any Registry Websites, for example, when you submit a question or comment, request to receive updates from ICM, or submit information regarding your interest in an ICM gTLD domain name. Depending on the service, we may ask for your name, affiliation, job title, status (i.e., .XXX Sponsored Community Membership, etc.) email address, country, URLs you operate, and ICM gTLD names you are interested in. We also collect information that you post on public forums or in chat rooms on Registry Websites. If you are applying to become a registrar for an ICM gTLD, we collect additional data via the Request for Information (“RFI”) form. We may supplement the Personal Information you provide with demographic data from third parties. It is entirely up to you to decide whether or not to provide Personal Information on any Registry Website. If you disagree

with this Policy, please do not submit Personal Information on Registry Websites.

Information Collected Automatically on Registry Websites:

When you visit Registry Websites, our servers automatically log certain information including without limitation: the type of browser you are using (e.g., Safari, Chrome, Internet Explorer), the type of operating system you are using (e.g., Windows XP or Mac OS), CPU type (e.g. Pentium), the way you access the Internet (e.g., connection speed through narrowband or broadband access), IP address, other information about your geographic location, and the domain name of your Internet service provider. Our servers also log header information forwarded by the Internet site you navigated from to reach any Registry Websites. Please note that ICM does not control the information included in the header by a referring website, which may include search terms and other information about your activities on that site. Our servers also log information about your activity on Registry Websites, including without limitation the time and date of your visits, the pages you view on any Registry Website, your responses to offerings and advertisements (if any) presented on the Registry Websites, and the searches you perform, including without limitation any WHOIS searches.

Unless you have provided Personal Information directly, for example by registering for updates, ICM cannot and does not attempt to use log data to identify you personally.

Use of Personal Information Collected on Registry Websites:

ICM uses Personal Information collected on all Registry Websites to operate and improve those Registry Websites, to fulfill your requests and respond to your inquiries, to understand how you use the Registry Websites, and to personalize the content and advertisements you see on those Registry Websites.

2. Collection, Use, & Disclosure of Personal Information from Domain Name Registrants/Reservants

ICM collects Personal Information when you apply to register an ICM gTLD domain name through any of our approved registrars.

Information Collected in Connection with Domain Name Registrations:

IP Rights Information:

If you participate in any of the ICM gTLD Launch Programs, including without limitation TMCH Sunrise Program, the Limited Registration Period, Sunrise B Program and Domain Matching Program, you may be required to provide

information about your intellectual property which may include, depending upon which program you participate in, the registered trademark, the trademark registration number, country of registration, dates on which registration was applied for and granted, the trademark registration class(es), the SMD File information, and information about other websites that you operate in an IANA-recognized top level domain (collectively, "IP Rights Information"). ICM uses this information to validate your eligibility to participate in its Launch Programs. IP Rights Information is associated with your TMCH Sunrise application.

Registration Information:

When you submit an application to register an ICM gTLD domain name, your registrar will send us the domain name you would like to register or reserve, along with your name (or the name of an ICM approved proxy service), address, phone number, email address, names and contact information for your technical and administrative contacts (if different), expiration date, website hosting IP address, and website host name (collectively, "Registration Information"). Registration Information is included in the ICM gTLD Whois database in accordance with ICANN policies and requirements. Registration Information is also associated with your IP Rights Information, as applicable, even if you register using an ICM approved proxy service.

Monitoring Information:

In accordance with Registry Policies, all registered ICM gTLD domain names may be scanned for viruses, malware, phishing activities, browser exploits, and other behaviors or code posing a security threat to any of (i) the websites; (ii) website users; or (iii) the ICM gTLD. In addition, all registered ICM gTLD domain names may be scanned for content that suggests the presence of child abuse images or that is intended to appeal to pedophiles. Such monitoring may involve the incidental collection of Personal Information by our service providers.

Use of Information Collected for Domain Name Registrations:

ICM Registry uses IP Rights Information and Registration Information to validate the contact information you provide, to process Sunrise applications, to register ICM gTLD domain names, and to provide services (such as security and other scanning services) associated with operation of a website in the ICM gTLDs. ICM also uses this information to operate its business in the ordinary course, improve our products and services, develop new products and services, and to inform you about products and services that may be of interest to you.

Disclosure of Personal Information:

ICM discloses Registration Information to the public in the form of Whois records, as required by ICANN. Note that if you use an ICM approved proxy

service, the name of that proxy service rather than your name will appear in the Whois records. ICM may disclose other Personal Information or IP Rights Information to fulfill your requests for products and services, to respond to your inquiries, to third parties as necessary to deliver services associated with operating a website in an ICM gTLD (including without limitation to security scanning service providers) or in furtherance of our Launch Programs and to personalize the content and advertisements you see.

ICM does not share your sensitive information, Personal Information, IP Rights Information, or Registration Information with third parties without your affirmative consent unless it is: (i) necessary to fulfill a transaction or provide information you have requested; (ii) as required by law or necessary to respond to legal process; (iii) in circumstances in which ICM believes that its Registry Websites or services, or that websites operating in an ICM gTLD, are being used in the commission of a crime; (iv) when ICM has a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person; or (v) as necessary to establish, assert, defend, or protect our rights or property.

ICM may use agents and contractors in order to help operate the Registry Websites, provide our product and service offerings, and to operate our business. You expressly consent to the sharing of your Personal Information with our agents, contractors and service providers under the premise that, if our agents and contractors have access to your Personal Information, they are contractually required to safeguard that information and prohibited from using that information for any other purpose.

3. Change of Ownership

If ICM's ownership changes as a result of a merger, acquisition or transfer to another company, your Personal Information may be transferred. If that transfer will result in a material change in the use of your Personal Information, ICM will notify you and give you the opportunity to decline to permit such a transfer.

4. Cookies and Web Beacons

ICM may use cookies, web beacons, or similar technologies in combination with your Personal Information to enhance and personalize your experience on Registry Websites, including without limitation to operate and improve offerings through Registry Websites, to help authenticate you when you use Registry Websites, to remember your preferences and registration information, to enable a shopping cart, to present and help measure and research the effectiveness of ICM offerings, advertisements, and e-mail communications (by determining which ICM e-mails you open and act upon), and to customize the content and advertisements provided to you through Registry Websites.

ICM and its advertisers may also use ad network providers and other service

providers to present customized content and advertisements on Registry Websites and other websites. These providers use cookies, web beacons, or similar technologies on your computer to help present, better target, and measure the effectiveness of their content and advertisements, using data gathered over time and across their networks of web pages to determine or predict the characteristics and preferences of their audience. ICM may share certain non-personally identifiable information about you (e.g., zip code) with certain ad network and service providers to help them deliver more relevant content and advertisements through their networks. The use of cookies, web beacons, or similar technologies by content and ad network providers is subject to their own privacy policies, not ICM's. To learn more about third party content and ad network providers and the choices you have about these technologies, please visit the Network Advertising Initiative at www.networkadvertising.org.

5. Our Commitment to Security

ICM has implemented reasonable security measures designed to prevent unauthorized access to or misuse of the your Personal Information, but cannot guarantee that this information will never be disclosed in a manner inconsistent with this Privacy Policy (for example, as a result of unauthorized acts by third parties that violate applicable law or ICM policies).

6. Special Note for Parents

Registry Websites are intended for adults. Children under the age of eighteen are not permitted to register for or use Registry Websites, products, and services. We do not knowingly collect information from children under eighteen.

7. How to Contact Us

If you have any questions or concerns about ICM's Privacy Policy, or if you are unable to access and/or correct your Personal Information online, you may contact us on the ICM Registry website.

8. Changes to this Privacy Policy

ICM may update this Privacy Policy from time to time, and will provide appropriate online notice of any significant changes. You may be provided other privacy-related information in connection with your use of specific ICM offerings, special features and services not described in this Policy, or products and services that may be introduced in the future.

9. Your California Privacy Rights

California privacy law allows California residents to obtain specific disclosures about a business's privacy practices if it shares information with other

companies for direct marketing purposes. To make a request to the ICM under California's privacy law, please contact us on the ICM Registry website.

WHOIS ACCESS POLICY

WHOIS ACCESS POLICY

1. Dissemination of Domain Registration Information

ICM Registry LLC and its subsidiaries and affiliated entities (“ICM”) are required to collect and provide domain name registration information (“Whois Data”) for a variety of purposes. ICM provides access to Whois Data through a standard text-based network protocol on port 43. Whois Data can also be accessed on the ICM website using a standard web interface at <http://www.icmregistry.com/whois/>. 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 a ICM 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; ICM does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the ICM shared registration system (“SRS”), you agree to abide by this Whois Access Policy (this “Policy”). ICM reserves the right to modify this Policy at any time.

2. Security and Stability Considerations

Abuse of the ICM Whois system through data mining is be 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.

ICM will employ a blacklist to block access to Whois Data by those found in violation of this Policy or any ICM policy. At ICM’ complete discretion, individual Internet protocol (“IP”) addresses or IP ranges may be prevented from accessing Whois Data.

3. Terms of Use

By accessing ICM’s Whois Data, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois 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 Donuts 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 ICM Whois service, consider the following:

- The Whois service is not a replacement for standard EPP commands to the SRS service;
- 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 ICM searchable Whois service is available on the ICM Registry website.