BOSTONIVY

BRINGING THE BEST TOGETHER

NADEX

LAUNCH PLAN

CONTENTS ⌂

1. SCOPE

This document summarizes the processes, procedures, and rules applicable to launch-phase registration of a name in the .NADEX TLD as of August 2015.

2. LAUNCH TIMELINE

The dates and periods listed below are subject to change.

The Registry shall modify this document from time to time, in order to comply with applicable laws and terms, and/or any conditions set forth by ICANN. Any revisions or modifications to this Plan shall be effective fifteen (15) days after the initial date of posting such revisions or modifications on the Registry's website (www.nic.Nadex) (the **Registry Website**) and such amendments shall be binding upon the domain name registrant.

The Registry Launch Plan (the "Plan") of Dot Nadex Limited, the Registry Operator of the .NADEX Domain Name (the "Registry"), is to be read together with .NADEX Registry Agreement (the "RA"), the .NADEX Domain Name Policies (the "DNPs"), and words and phrases used in this Policy shall have the same meaning attributed to them in the Registry-Registrar Agreement unless otherwise specified or the context clearly otherwise requires.

2.1 LAUNCH PHASE OVERVIEW

The following are the Launch phases for Domain Names in the .Nadex TLD.

Phase	Duration	Description
General Availability	Ongoing, from launch date	Eligible Registrants (per Specification 13 of the Registry Agreement) may apply on a first-come, first-served basis to register .NADEX domains. **Starting 00:00 UTC on August 4th, 2015**

3. REGISTRATION OF .NADEX NAMES

Registration Applications for .NADEX names may be submitted only by an **Accredited Registrar**.

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

1. The name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
2. The name cannot begin or end with a hyphen;
3. The name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n) unless the domain name is an IDN in which case the IDN EPP Extension must be passed containing the IDN-Table identifier and the corresponding name in Unicode (uname);
4. The name cannot exceed 63 characters (excluding the TLD);
5. The Registry is working with ICANN to release two (2) character domain names; therefore, until further notice, the name must contain at least 3 characters;

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

a) To enforce **Registry Policies** and **ICANN Requirements**; each as amended from time to time;
b) 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;

c) To protect the integrity and stability of the **Registry System**, its operations, and the .NADEX TLD;

d) 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;

e) 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;

f) To correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or

g) As otherwise provided in the **Registry-Registrar Agreement** and/or the **Registration Agreement**.

Additionally, Registrants in the .NADEX TLD are limited to Registry Operator, its Affiliates or Trademark Licensees.

3.1 Term

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

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

3.2 Renewals

Names subject to a Registration Application, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

3.3 Registry-Registrant Agreement

Prior to submitting a Registration Application, the Accredited Registrar must secure the affirmative consent of the Applicant to the terms of the applicable Registration Agreement.

3.4 Reserved Names

The Registry has reserved certain names from registration in the .NADEX TLD ("Registry Reserved Names"), including, without limitation, the names

appearing on the list of ICANN reserved names, which is a list that may be modified by ICANN from time to time.

The Registry reserves the right to reserve additional names over and above the initial 100 Reserved Names and Registry Reserved Names at any time and in its sole discretion. These additional Reserved Names fall under the categories of:

- Defamatory names; and
- Names and brands of competitors.

4. REPRESENTATIONS AND WARRANTIES

4.1 When submitting registration requests to the Registry, the Accredited Registrar (which refers to an entity that is accredited by ICANN with the 2013 RAA and that has entered into agreement with the Registry for the provision of domain name registration services) will ensure that the Applicant represents and warrants that: (i) The Application is made in good faith, contains only true, accurate and up- to-date information, and does not infringe the rights of any third party; and (ii) The Applicant accepts and will abide by this Plan and any other applicable Registry rules, policies, or procedures in the Registry-Registrar Agreement.

4.2 The Registry may reject, revoke, or delete any registration of a domain name at any time if it appears that the Applicant did not fulfill all of the registration requirements at the time of the Application.

4.3 In the event of revocation or deletion, the Applicant or (any subsequent) domain name Registrant shall not be entitled to any reimbursement or compensation as a result of such rejection, revocation, or deletion.

5. THE GENERAL AVAILABILITY PHASE

Following the launch and on an ongoing basis, eligible Registrants (Registry Operator, its Affiliates or Trademark Licensees) shall register a domain name on a first-come-first served basis provided that the domain name is:

(i)   Not a Reserved Name;
(ii)   Available for registration

6. LEGAL DISCLAIMERS

5.1 NO GUARANTEE

The Registry provides no guarantees in relation to the General Availability registration. Acquisitions of Registry domain names shall be determined either through a first-come, first-served basis, or other allocation basis as specified by the Registry, assuming that the Applicant meets all of the requirements designated by the Registry. First- come, first-served has many risks, and the Registry makes no guarantees or warranties as to whether any Applicant will be successful in registering any Registry domain name. Additionally, the Registry is not responsible for any failure on the part of the Registrant to promptly file required paperwork, documents or other materials that may be required by the Registry to successfully procure a Registry domain name or any failures on the Registry' s part to pass on any communications or information requests between the Registrant and the Accredited Registrar in a timely manner. The registration services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever.

6.2 LIMITATION OF LIABILITY

Applicants participating in the Launch Phase and ongoing General Availability agree that the Registry will not be Liable:

a) To any applicant or to any third party for (1) Suspension or loss of domain name registration services in relation to a domain name(s) registered in your name, (2) use of the domain name registration services,(3) Interruption of Business, (4) Access delays or access interruptions to Registry' s site or the web site(s) or services maintained by us; (5) Loss or liability resulting from acts of God or nature (6) Data non-delivery, mis-delivery , corruption, destruction or other modification; (7) events beyond the Registry' s control; (8) The processing of a registry domain name registration application; (9) Loss or liability resulting from the unauthorized use or misuse of your account identifier or password; or (10) Application of the dispute policy or any ICANN or Registry policies; and

b) For any indirect, special, incidental, or consequential damages of any kind, including lost profits or the cost of procurement of alternative goods and services, regardless of the form of action whether in contract, tort (including negligence), otherwise, even if the Registry has been advised of the possibility of such damages. In no event shall our

maximum aggregate liability exceed the total amount paid by you for the service in question, but in no event greater than ($100,000). Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such country, our liability is limited to the extent permitted by law.

7 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 Application or a Reservation Request is made.

Available Names are .NADEX names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to the Registry's receipt of a Registration Application.

ICANN Requirements include the Registry's obligations under the Registry Agreement between Dot Nadex Registry Limited and ICANN dated December 11, 2014 and all ICANN Consensus Policies applicable to the .NADEX TLD.

Registrant is an Applicant that has submitted a Registration Application that has been accepted by the Registry. A Registrant is the holder of a registered name in the .NADEX TLD.

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

Registration Application is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .NADEX TLD.

Registry is Dot Nadex Registry Limited

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

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

Registry System means the system operated by Registry or Registered Names in the .NADEX TLD. **Registry Website** is nic.Nadex

8 REGISTRY CONTACT

EMAIL   Nadex@bostonivy.co

REGISTRY WEBSITE   **http://nic.Nadex**

MAIL   **DOT NADEX REGISTRY LTD**

Cannon Bridge House
25 Dowgate Hill
London
EC4R 2Y