

Registration Agreement

Registration and Launch Policies

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Registration and Launch Policies - .Observer

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1. Registration Policy for TLD

This TLD is an open, unrestricted Top Level Domain. Any person or legal entity anywhere in the world may register a domain in this TLD, and will be subject to the policies herein. Top Level Spectrum Inc with its principal office at 1845 West Mercer Way, Mercer Island, King County WA 98040 USA ("Registry"), is the Registry Operator for this TLD. The Registry supports the free flow of information on the internet. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving 90 days prior written notice to all accredited Registrars.

- 1.1 Term. 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 Registry accepts the request for registration submitted by the accredited registrar.
- 1.2 Names registered in the TLD must have at least 1 character and not more than 63.
- 1.3 Second level domain names may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot, ".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a domain name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).
- 1.4 Two hyphens may appear in the third and fourth positions in a label in names only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced below.
- 1.5 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., <http://TLD>, or mail@TLD). Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).
- 1.6 Registry reserves the right to implement IDNs.

- 1.7 All names registered in this TLD are subject to the Reserved and Premium Names Policy outlined in section 3 below.
- 1.8 Proxy /Privacy Registrations are permitted in accordance with ICANN policies. However the Registrar must provide the actual registrant data and obtain the consent of the registrant for such data to be processed by the Registry along with the proxy whois data if they are using "Proxy/Privacy services".

Acceptable Use Policy

- 2.0 All domain names are subject to this Acceptable Use Policy. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon 90 days prior notice posting on the Registry website and giving notice to all accredited Registrars.
- 2.1 The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice:
 - a. to protect the integrity, security, and stability of the domain name system;
 - b. To comply with court orders in the courts of Mercer Island, King County Washington USA or to comply with applicable laws to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;
 - c. to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;
 - d. per the terms of the Registration Agreement;
 - e. to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);
 - f. to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);
 - g. to correct mistakes made by the Registry or any registrar in connection with the domain name registration; or
 - h. for the non-payment of any fees owed;
- 2.3 The following activities are prohibited, and constitute registration abuse which may result in cancelling, suspending, transferring and/or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to the following:
 - a. a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any Content that in the Registry's sole discretion is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - b. Not harm minors in any way; not abuse children or Transmit child abuse material;
 - c. Not distribute malware; or operate botnets;
 - d. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;
 - e. Not Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming" ;
 - f. Not Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - g. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
 - h. Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorized material;

- i. Not upload, post, email, or transmit the same message, URL, or post multiple times;
 - j. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law; and,
- 2.4 GAC PIC: All Registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, disclosure of data and financial regulations.
 - 2.5 GAC PIC: If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.
 - 2.6 All domain names are subject to ICANN's policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.
 - 2.7 This AUP is to assist Registrants in the lawful use of domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this policy.
 - 2.8 **No use as a Registry.** Registrants may not operate third level registries with more than 100 sub-domains, unless it has received express written permission of the Registry.
 - 2.9 **No parking or non resolution.** Registrants must have the primary domain and "www." sub-domain resolve or redirect to an observer website or to their entity's website. This section applies to all domains unless they have received express written permission of the Registry. The registrant will have 400 days after registration or transfer to complete the resolution of the domain; 3 *warnings* will be sent 30 days apart to the admin contact, with a copy to the registrar of record, before any action by the registry.
 - 2.10 **Optional News Media Organization Declaration.** Registrant MAY register with the registry affirming they are a News Media Organization by emailing contact@topspectrum.com (mailto:contact@topspectrum.com) from your registrant email address.
 - 2.11 **News Media Organization Right-Away.** The Registrant agrees News Media Organizations should have first priority in the space. Nothing restricts other use. Sunrise auctions will not apply to this section.
 - 2.12 **Anti-Slanderous.** The Registrant agrees not to use the domain to be obscene, offensive, libelous, slanderous or otherwise defamatory towards the Guardian News & Media Limited.

3. Reserved and Premium Names Policy

Reserved and Premium Names Policy ("Policy").

- 3.1 Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving ninety (90) days prior written notice to all accredited Registrars.
- 3.2 The Registry may reserve (i.e. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). The Registry may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:
 - 3.2.1 Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry; for its strategic partners or associated entities; or names for later release;
 - 3.2.2 Names Reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the gTLD Registry Agreement;
 - 3.2.3 Premium Names including generic names and keywords for later release by the Registry;
 - 3.2.5 Names that are temporarily unavailable due to processing delays from Sunrise registrations, or for other reasons.
- 3.3 **Premium Generic Names.** The Registry may reserve generic keywords under this policy for

individual release or later bulk release. Interested parties are encouraged to apply to the Registry for any such name by application to the Registry <http://nic.observer> stating the intended purpose for the use and attaching any business plans. Applications will be reviewed and any offers made shall be subject in the Registry's sole discretion.

- 3.4 **Super Premium Reserved Names.** The Registry has reserved the following domains for use by no one! Except by explicit written permission by the registry:

guardian.observer
 news.observer
 sunday.observer
 daily.observer
 sports.observer
 the.observer
 foodmonthly.observer
 thenewreview.observer

4. OBSERVER FOR MEDIA

The Registry will assist News Media organizations.

5. LAUNCH PLAN – Overview

The launch of this TLD will include the following consecutive phases:

- Sunrise – end date sunrise with at least 60 day duration;
- General Availability Early Access Program;
- General Availability;

* Subject to change - this is only an estimate please check for exact timing of each phase which will be announced via the Registry website, ICANN Startup page, and CentralNic Console.

6. SUNRISE POLICIES

6.1 Trademark Sunrise Overview

- 6.1.1 Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse ("Trademark Holder") to notify the Registry of its registered trademark, and apply to register the corresponding domain name.
- 6.1.2 During Sunrise only Trademark Holders may apply for a domain name that constitutes an "exact match" of their mark, in accordance with the ICANN Trademark Clearinghouse ("TMCH") policy. The Registry will charge a Sunrise domain name registration fee for registrations of domain names during Sunrise. ("Sunrise Price").
- 6.1.3 The Trademark Holder is responsible for protecting any domain names which match its trademarks. If a Trademark Holder fails to reserve any domain name during Sunrise, any other party is free to register that domain name during General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.
- 6.1.4 Because some generic terms may be the subject of trademark registration, certain generic names may be withheld from Sunrise availability, in accordance with Registry policy.
- 6.1.5 The Sunrise Dispute Resolution Policy ("SDRP") describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry's Sunrise Policy. This SDRP will not be applied to Registry-reserved names in the TLD. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving 90 days prior written notice to all accredited Registrars.

6.2 End-Date Sunrise

6.2.1 The Registry will operate an “End-Date Sunrise” process. This means allocation of names occurs at the end of Sunrise. Sole applicants meeting all Sunrise criteria for an available domain will be awarded their applied-for domain. In the event there are multiple eligible applications for the same domain name, all such applicants will be notified of the competing applications, and the process to resolve contentions as stipulated in 6.4 below. The Sunrise shall have duration of at least sixty (60) days. Other than the ICANN requirement to submit a valid Signed Mark Data File (“SMD File”) with Sunrise applications, the Registry does not apply allocation criteria in its Sunrise application process.

6.3 Fees

The Registry requires the payment of a minimum of one year (1) of non-refundable registration fee with a Sunrise application fee.

The renewal price for domain names registered during Sunrise and names registered as part of the Extended Sunrise program will be the normal renewal fee (also used for the General Availability phase) then in effect.

6.4 Sunrise Auctions

6.4.1 Sunrise Auction. If there are multiple Trademark Holders with rights to the same term which all apply for a given, available domain, those applicants may participate in a post-Sunrise auction at the end of Sunrise. The auction will be conducted by the Registry’s third party auction provider. However parties are not obligated to participate in an auction; they may choose to withdraw their Sunrise application or privately resolve their conflicting applications. The starting bid for an auction is the Sunrise Registration Fee plus \$1 USD with bid increments escalating during the auction. The auction winner will be awarded the domain provided that the auction winner pays the winning auction bid.

Auction Rules: For Full Auction rules will be distributed to eligible participants in reasonable time prior to any auction.

The results of any auction shall be deemed final and binding upon parties.

6.5 The TMCH & Trademark Validation

The Trademark Clearinghouse (“TMCH”) is responsible for maintaining Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing Sunrise applications, the Registry 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 and should be submitted to the TMCH using its dispute resolution procedures outlined at <http://trademark-clearinghouse.com/dispute> (<http://trademark-clearinghouse.com/dispute>) prior to initiation of a complaint under the SDRP. In the event the TMCH reports fraud in a SMD File or a Sunrise application, the Registry may disqualify the Sunrise application or, in the event that fraud is detected after the Sunrise period, suspend, transfer, reserve and/or delete the applicable domain(s). The Registry reserves the right to put on hold any domain name pending final dispute resolution.

7. Quiet Period

There will be a quiet period of up to two weeks at the end of Sunrise and the commencement of General Availability.

8. Early Access Program

- 8.1 During the Early Access Program which occurs during the first days of General Availability, available domain names may be registered on a first come-first served basis and on the CentralNic Registrar console. Registrars participating in this phase, may purchase domain names by paying an Early Access fee for each domain name and the registration fee.
- 8.2 The Early Access Program Fees are set by the Registry and each registration will be charged a registration fee and Early Access Program Fee. The Early Access Program Fee will change, usually to a lower level each day over each 24 hour period of the Early Access Program.

9. General Availability

Upon the commencement of General Availability, available names will be allocated via Accredited Registrars on a first-come first-served basis subject to Registry Policy and ICANN requirements. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving ninety (90) days prior written notice to all accredited Registrars.

10. IP Claims Notices

The Registry will send Claims notices in accordance with the ICANN and TMCH policies during the Sunrise period and for a further period of at least ninety (90) days commencing from the General Availability launch date of the TLD. In the event an Applicant proceeds with a Registration Application, a notification is sent to the record holder of the TMCH entry. Such Applicant may further be deemed on notice of the intellectual property claims corresponding to the TMCH entry.

11. Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including:

- Uniform Domain Name Dispute Policy (<http://www.icann.org/en/help/dndr/udrp>),
- Uniform Rapid Suspension Policy (<http://newgtlds.icann.org/en/applicants/urs>),
- Transfer Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/tdrp>), and
- Sunrise Dispute Resolution Policy (See below.)

12. Sunrise Dispute Resolution Policy

- 12.1 This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise. This SDRP is effective as of 1 May 2015. An SDRP Complaint may be filed against a domain name registered during the TLD during its sunrise period, and until 10 days after the close of the Sunrise period . This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry's SDRP criteria. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving 90 days prior written notice to all accredited Registrars.
- 12.2 Initiating a Dispute and Internal Review

Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: contact@topspectrum.com (<mailto:contact@topspectrum.com>)

As a first step the Registry shall attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the Sunrise Registrar, or the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint for resolution directly to arbitration at an appropriately located arbitration provider to accommodate the complainant as outlined in this

Policy. The Dispute Resolution Provider to be appointed within suitable timeframe for each complainant may include the National Arbitration Forum (USA), WIPO (Switzerland or Singapore) or other Arbitration services provider.

Any claim or dispute not made to the Registry within ten (10) days of the end of Sunrise will be time barred from consideration by the Registry.

12.3 Frivolous Complaints A complainant, complainant's counsel, or complainant's counsel's firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, this or other) deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without reasonable grounds. In denying use of this policy, the Registry or the Dispute Resolution Providers, may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

12.4 Applicable Disputes

12.4.1 A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a third-party Sunrise Registration was improper under one or more of the following criteria.

12.4.2 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 (Footnote: For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.);
- iii. 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;
- iv. 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;

12.5 Evidence and Defences

12.5.a Evidence

Arbitrators will review the Registry's Sunrise Policy in making its decision.

12.5.b Defences

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.

12.6 Remedies

If the Arbitrator finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and

return of the cancelled domain name to the pool of available names available for registration.

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.

12.7 Procedure

12.7.1 Dispute Resolution Provider - Selection of Procedure

Following the internal review process set forth in Section 1, the Registry will appoint a dispute resolution provider such as the National Arbitration Forum ("Forum"), WIPO Arbitration and Mediation Centre ("WIPO") or other appropriate provider (collectively referred to as the "Dispute Resolution Provider") by submitting the complaint directly to such provider as directed by the Registry. Before submission to such provider the Registry will inform complainant and provide adequate time for the preparation of the complaint. The Dispute Resolution Provider will administer the proceeding and select a qualified and eligible Arbitrator(s) ("Arbitrator"). The Dispute will be handled according to the established rules for such providers, Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. For example, if the Forum were to be selected as the most appropriate Dispute Resolution Provider the proceedings will be conducted according to this SDRP and the applicable Rules of the Forum. Any fees will be those set by the Dispute Resolution Provider.

12.7.2 Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Dispute Resolution Provider. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Dispute Resolution Provider. 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 in the event of a dispute and during the course of a proceeding.[2] 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 Arbitration decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

12.7.3 Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Dispute Resolution Provider 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 Dispute Resolution Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by the Arbitration.

12.7.4 Decisions

- (i) The Arbitrator may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Arbitrator deems appropriate;
- (iii) the decision shall state whether a registered domain name in the TLD is to be cancelled or if the status quo maintained; and
- (iii) decisions made under this SDRP may be publicly published by the

Dispute Resolution Provider on its website.

12.7.5 Implementation of a Lock and the Decision

If a Arbitrator's decision requires a change to the status of a registered domain name, the Registry[3] 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 Dispute Resolution Provider) 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.

12.7.6 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.

12.8 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.

12.9 Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Dispute Resolution Provider, and the Arbitrator harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator as a party or otherwise include the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator 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 Dispute Resolution Provider, the Arbitrator 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, Dispute Resolution Provider, the Arbitrator nor 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.

12.10 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.

12.11 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 Arbitrator) in deference to the outcome of such other proceeding.

12.12 SDRP Modifications.

The Registry reserves the right to modify this SDRP at any time. Such revised SDRP shall be posted on the Registry 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.

13 Privacy Policy of the TLD

Introduction

13.1 Top Level Spectrum Inc incorporated in Delaware is the Registry Operator for the Top Level Domain TLD ("the Registry"). As a US incorporated limited liability company, the Registry is subject to the privacy laws and regulations of Mercer Island, WA. In addition the Registry has a Registry Service Provider, CentralNic Ltd, based in England and subject to data protection laws of England and the EU. The Registry collects information about visitors to the Registry website and registrants through a variety of means. This information is stored and used in a number of different ways. This Privacy Policy is intended to outline the information the Registry collects, how it's stored, how it's used and how it's protected. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving 90 days prior written notice to all accredited Registrars.

13.2 The Registry having considered the applicable laws on data protection principles, which have guided the development of this policy:

1. Personal data shall be processed fairly and lawfully.
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13.3 Relationship with Registrars

13.3.1 Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry Registrar Agreement ("RRA") with the Registry. These registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

13.3.2 The RRA with registrars require that they ensure that their connection to the registry

system is secure, and that all data exchanged between their system and the registry system is protected. However, the Registry cannot ensure or guarantee the security of registrars' systems. Registrants should contact their registrar if they have any questions or concerns about how the registrar processes, stores and transmits their personal information.

13.4 What information the Registry collects

- 13.4.1 All domain names registered in the TLD database has to be associated with the following information:
- Registered Name Holder (or registrant): the legal owner of the domain name.
 - Administrative Contact: the entity authorized by the registrant to interact with the registrar on behalf of the registrant.
 - Technical Contact: the entity authorized by the registrant to maintain the technical operations of the domain name.
 - Sponsoring registrar: The entity authorized by the registrant to register and manage the domain.
 - Name servers: the domain name servers to which the domain must be delegated in order to function.

Where privacy/proxy services are used, the actual owner's information will also be required. However this information will not be made available publicly or displayed publicly.

- 13.4.2 The following information may also be provided:
- Registered Name Holder (or registrant): the legal owner of the domain name.
 - DNSSEC DS records: digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

- 13.4.3 The Registrant and the Administrative, Technical and Billing Contacts described above include the following information:
- Contact Name/Role
 - Organisation
 - Street Address
 - City
 - State/Province
 - Post code
 - Country
 - Phone
 - Fax
 - Email

- 13.4.4 The registrar provides this information to the Registry when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration. The registrar does not share with the Registry the Registrant's methods of payment or such other information about services a registrant may have with a given registrar. At the point of registration, the Registry also stores the following information:
- The creation date of the domain,
 - The expiry date of the domain,
 - Status codes used to lock the domain, prohibit updates, etc.,
 - A random authorisation code used for transfers.

- 13.5 Information the Registry does not collect Because the Registry does directly interact with registrants, the Registry does not receive or store any of the following information:
- The IP address of the registrar's customer,
 - Any credit card information,
 - Any passwords used by the registrant to access the registrar's website.

13.6 How information is stored

Domain name registration information is stored in a central database. This database is hosted in a

secure colocation facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorized access.

13.7 How information is used

As a domain name registry, we use this information in the following ways:

- 1 We use the domain name, nameservers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains. This information can be queried through our public DNS servers. Third parties can also access copies of the zone files after signing an agreement.
- 2 The Registrant, Administrative, Technical and Billing Contact information is published via our Whois service. The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:
 - a. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
 - b. Determining the registration status of domain names;
 - c. Assisting law enforcement authorities in investigations for enforcing national and international laws;
 - d. Assisting in combating abusive uses of information communication technology;
 - e. Facilitating inquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
 - f. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
 - g. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.
- 3 The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:
 - a. Non-payment of registration or renewal fees by the registrar (Footnote: In most cases, this is not required, however the Registry reserves the right to send notifications in some circumstances.)
 - b. Misdirected SSL certificate requests
 - c. Complaints of trademark or copyright infringement, malware, fraud or spam

13.8 An example of a typical Whois record appears below.

Domain Name: NIC.OBSERVER
Domain ID: D1465606-CNIC
WHOIS Server: whois.centralnic.com
Referral URL: http://www.centralnic.com/
Updated Date: 2014-09-12T00:15:47.0Z
Creation Date: 2013-09-11T00:00:00.0Z
Registry Expiry Date: 2015-09-11T23:59:59.0Z
Sponsoring Registrar: CentralNic Ltd
Sponsoring Registrar IANA ID: 9999
Domain Status: ok
Registrant ID: C114321
Registrant Name: Domain Administrator
Registrant Organization: Top Level Spectrum LLC
Registrant Street: 1845 West Mercer Way,
Registrant City: Mercer Island, King County
Registrant State/Province: WA
Registrant Postal Code: 98040
Registrant Country: USA
Registrant Phone: +191677791931
Registrant Phone Ext:
Registrant Fax: +19167779131
Registrant Fax Ext:
Registrant Email: john.doe@example.observer
Admin ID: C114321
Admin Name: Domain Administrator
Admin Organization: Top Level Spectrum LLC.
Admin Street: 1845 West Mercer Way,
Admin City: Mercer Island, King County
Admin State/Province: WA
Admin Postal Code: 98040
Admin Country: USA
Admin Phone: +1916 777 9131
Admin Phone Ext:
Admin Fax: +1916777 9131
Admin Fax Ext:
Admin Email: john.doe@example.observer
Tech ID: C114321
Tech Name: Domain Administrator
Tech Organization: Top Level Spectrum LLC
Tech Street: 1845 West Mercer Way
Tech City: Mercer Island
Tech State/Province: King County, WA
Tech Postal Code: 98040
Tech Country: USA
Tech Phone: +191677791931
Tech Phone Ext:
Tech Fax: +19167779133
Tech Fax Ext:
Tech Email: john.doe@example.observer
Name Server: e.nic.observer
Name Server: f.nic.observer
DNSSEC: unsigned
Billing ID: C114321

```
Billing Name: Domain Administrator
Billing Organization: Top Level Spectrum LLC.
Billing Street: 1845 West Mercer Way,
Billing City: Mercer Island
Billing State/Province: WA
Billing Postal Code: 98040
Billing Country: USA
Billing Phone: +19167779131
Billing Phone Ext:
Billing Fax: +191967779133
Billing Fax Ext:
Billing Email: john.doe@example.observer
>>> Last update of WHOIS database: 2015-03-25T17:18:52.0Z <<<
```

13.9 How information is protected

All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar Console and the Registry website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to the Registry's system. This is the same technology used to secure e-commerce systems and online banking.

As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

13.10 How to get further information or ask a question

If a Registrant has any questions or comments about this policy, please contact: By email: contact@topspectrum.com (<mailto:contact@topspectrum.com>)

14. Whois Access Policy

Dissemination of Domain Registration Information:

Top Level Spectrum the Registry Operator for this TLD ("Registry Operator"), is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The Registry Operator provides access to Whois Data through a standard text-based network protocol at whois.nic.observer, port 43. Whois Data can also be accessed on the Registry Operator's website using a standard web interface at whois.nic.observer (<http://whois.nic.observer/>) (port 80).

Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; the Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the Registry website and giving ninety (90) days prior written notice to all accredited Registrars. on the CentralNic Registrar Console.

Security and Stability Considerations:

Abuse of the Registry Operator's Whois interface through data mining may 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.

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

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

Terms of Use:

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

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

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

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

- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
- 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 Registry Operator's searchable Whois service is available on its website at www.nic.observer (<http://www.nic.observer/>).

15 Definitions

In this document:

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

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

"Applicant" means a natural person, company or organisation in whose name an Application is submitted.

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

"Available Names" means names that have not been reserved, restricted, protected, registered, awarded, or otherwise allocated.

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

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

"Claims Services" means the services that collectively provide:

- Applicants with a Claims Notice, and
- Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

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

“Dispute Resolution Provider” means the forum or provider of domain name disputes as appointed by the Registry which may include: WIPO, the National Arbitration Forum or other Arbitrator as designated by the Registry.

“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 Requirements” means the Registry’s obligations under the Registry Agreement between Registry and ICANN and all ICANN Consensus Policies applicable to the TLD.

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

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

“Registration Agreement” means the agreement between Registrant and Accredited Registrar for registration of the domain name.

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

“Registry” or “Registry Operator” is Top Level Spectrum LLC of 1845 West Mercer Way, Mercer Island, King County, Washington, 98040, USA.

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

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

“Registry-Registrar Agreement” or “RRA” 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 TLD.

“Registry Website” is www.nic.observer (<http://www.nic.observer/>)

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

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

“Trademark Sunrise” means the period during which Sunrise- eligible Trademark Holders have the opportunity to submit an Application for a domain name in the TLD prior to the General Availability phase.

“Trademark Holders” are those eligible trademark owners who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the eligibility requirements specified in the Trademark Sunrise Policy.

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

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

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

“Trademark Clearinghouse” means the central repository for information to be authenticated, stored, and

disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

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

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

[FAQ \(/faq\)](#)

[Contact \(/contact\)](#)

[Premium and Reserved Domains \(/premium-reserved-domains\)](#)

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[Registration Agreement \(/registration-agreement\)](#)

[Domain Life Cycle \(/policy/lifecycle\)](#)