

# **Policy for Registration of Second-Level Domain Names in the .MOCKBA TLD During the Sunrise Period [Version 1.0 of 30 Apr 2014]**

This Policy for Registration of Second-Level Domain Names in the .MOCKBA TLD During the Sunrise Period (referred to hereinafter as the "Policy") sets forth the terms, conditions, procedure and the time frame for registration of second-level domain names in the .MOCKBA top-level domain for exclusive rightholders of trademarks during the Sunrise Period.

Terms and definitions used in this Policy:

**Sunrise registration** is domain name registration during the time frame and on the terms and conditions set forth herein.

Other terms used herein are defined in the Terms and definitions used for the registration of second-level domain names in .MOSCOW and .MOCKBA , and published on the website of the Foundation for Assistance for Internet Technologies and Infrastructure Development at the section "Documents" at: <http://en.faitid.org/projects/moscow/documents>

## **1. General Provisions**

1.1. Terms and procedure of the provision of services related to domain name registration are set forth by this Policy; ICANN policy published on ICANN website at <http://www.icann.org>; Registry Agreement published on ICANN website at <http://www.icann.org/en/about/agreements/registries>.

When concluding registration agreements with Users, the Registrar cannot include in such registration agreements any provisions, which are contradictory to this Policy, ICANN Policies, Registry Agreement, and Registrar Accreditation Agreement

1.2. Sunrise registration services for second-level domain names in the .MOCKBA TLD for end users shall be provided by ICANN-accredited Registrars that signed the .MOSCOW and .MOCKBA Registry-Registrar Agreement with the Registry Operator, and that successfully passed verification in the Trademark Clearinghouse.

1.3. The Registrar shall have the right to engage third parties for interaction with Users, which does not acquit the Registrar from the obligations specified herein. The Registrar shall require such third parties to include in their registration agreements with Users all provisions required by this Policy, ICANN Policies, Registry Agreement and Registrar Accreditation Agreement. The Registrar is fully responsible for all actions (or omissions) of such third parties and for all consequences of such actions (or omissions).

1.4. Rights and obligations of Registrars are listed in the Registrar Accreditation Agreement published on the ICANN website at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm>, as well as in the Registry Agreement published on the ICANN website at <http://www.icann.org/en/about/agreements/registries>.

1.5. In order to receive the service of Sunrise domain name registration, the User must sign a registration agreement with a chosen Registrar or a third party engaged by the Registrar.

1.6. This Policy, as well as any exhibits hereto, may be modified, amended, updated, approved in a new version or cancelled at any moment at the Registry Operator's sole discretion. The Registry Operator is also have the right at any moment to approve and to put into effect new exhibit to this Policy. The Registry shall notify Registrars via email of any modifications, amendments, updates or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least thirty (30) calendar days prior to the effective date of such modifications, amendments, updates or new versions, or prior to effective date of a new exhibit.

1.7. Registrar shall notify its customers of any modifications, amendments, updates or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least ten (10) calendar days prior to the effective date of such modifications, amendments, updates or new versions, or prior to effective date of a new exhibit.

1.8. This Policy is applicable to all ICANN-accredited Registrars that signed a .MOSCOW and .MOCKBA Registry-Registrar Agreement with the Registry Operator, as well as to all domain names and all Registrants of second-level domain names in the .MOCKBA TLD.

1.9. If any provision of this Policy or exhibits hereto is found (either fully or partially) illegal, invalid or unenforceable, all other provisions remain in full force and effect.

1.10. The running of the time frames established by this Policy shall be determined subject to the civil law of the Russian Federation. Moscow, Russian Federation time is used for the time frames. The technical information specifying submission of applications and modification of the Registry will use the universal coordinated time (UCT).

1.11. The right of Sunrise domain name registration pursuant to this Policy is available to exclusive owners of trademarks/service marks included in the Trademark Clearinghouse (TMCH).

An applicant's trademark / service mark should be valid and registered before the Registry Agreement is executed between ICANN and Registry Operator, provided a trademark / service mark registration application has not been submitted after September 15, 2012.

1.12. Registrants of domain names registered during the Sunrise Period are entitled to use them in any way that is not contrary to the provisions of this Policy, exhibits hereto, and .MOSCOW and .MOCKBA Anti-Abuse Policy.

## **2. Terms and Time Frame of the Sunrise Period**

2.1. During the Sunrise Period the right for registration is given to the owners of trademarks that are effective at the time of application submission and:

- Registered for such goods, products and/or services (classes of Nice Classification) that are not forbidden or restricted to be advertised in the Russian Federation; and
- Included in the Trademark Clearinghouse with the status of "Verified".

2.2. Registration term of any domain name registered during the Sunrise Period may not exceed one (1) calendar year.

2.3. Sunrise Period shall be at least 30 successive calendar days.

2.4. Time frames for submitting applications for Sunrise registration to the Registry Operator will be published on the Registry Operator's website at least 30 calendar days prior to the start date of the Sunrise Period.

## **3. Requirements for Domain Names**

3.1. The domain name in .MOCKBA TLD should meet the following requirements:

- a) full domain name ends with .MOCKBA;
- b) domain name begins and ends with a Russian Cyrillic letter or a number;
- c) intermediate characters may be Russian Cyrillic letters, numbers, or a hyphen; Cyrillic characters allow UTF-8 characters from "a" (code 0430) to "я" (code 044F) and an additional character "ё" (code 0451). The full list of UTF-8 characters is published at:  
<http://www.unicode.org/charts/PDF/U0400.pdf>;
- d) domain name is at least one character long;

- e) domain name contains such a number of characters that its representation will not exceed 63 characters. The representation is achieved by transforming the Cyrillic domain name in compliance with the PUNYCODE algorithm (given in technical standards RFC-3490, 3491, 3492).
- f) domain name reproduces in full the verbal appellation of the trademark or is identical with the verbal appellation of the trademark after its spaces or other symbols are deleted or after the spaces or other symbols are replaced with hyphens. The verbal appellation of a trademark should include at least one protected element.

3.2. The Russian Cyrillic domain name shall not contain words inconsistent with the public interest, principles of humanity and public morals (in particular, obscenities and appeals of violent nature that offend human dignity or religious feelings etc.).

3.3. The User (Registrant) is solely responsible for the selection of the domain name and possible violations of any third parties' rights in the connection with the selection and registration of the domain name, and is liable for the costs of such violations.

3.4. Domain names prohibited from registration in the .MOCKBA TLD.

3.4.1. .MOCKBA TLD has a stop-list with domain names prohibited from registration.

3.4.2. The Registry shall maintain the stop-list that contains denominations that are not accepted for registration of domain names because they include words that contradict public interests, the principles of humanity or morality (in particular, words of obscene content, slogans of anti-humane nature, which insult human dignity or religious sentiments, etc).

3.4.3. Any denominations are added to and removed from the stop-list at the sole discretion of the Registry Operator.

3.4.4. Public access to the information about the presence of a denomination in the stop-list shall be exercised by means of the WHOIS service. The stop-list in full may be made available by the Registry Operator upon a fully defined request for scientific, research, and other similar purposes.

3.4.5. .MOCKBA TLD has also the list of domain names prohibited from registration in accordance with ICANN requirements set out in the Registry Agreement (Specification 6), which is published on ICANN's website at: <http://www.icann.org/en/about/agreements/registries>. Any denomination are added to or removed from such list at ICANN's sole discretion.

3.4.6. The list of domain names prohibited from registration in the .MOCKBA TLD in accordance with ICANN Requirements is published on the Registry Operator's website at: <http://www.faitid.org>.

#### **4. Procedure of the Sunrise Period**

4.1. In order to register a domain name during the Sunrise Period, the User is required to submit its Sunrise domain name registration application to the Registrar, which shall include information on the trademark included in the Trademark Clearinghouse and other data for searching information about such a trademark in the Trademark Clearinghouse (SMD file). The application form shall be determined by the Registrar.

4.2. Upon receiving the User's application, the Registrar shall be obliged to perform the following actions:

4.2.1. To verify information about the User as the exclusive owner of the trademark in the Trademark Clearinghouse as of the date of submission of the application for sunrise domain name registration.

4.2.2. To verify if the domain name meets the requirements of section 3.1 hereinabove and if the date of submission of trademark registration application meets the requirements of section 1.11 hereinabove.

4.2.3. Provided the User is qualified to participate in the Sunrise domain name registration and complies with the terms and conditions of the agreement entered into with the Registrar (Registration agreement), to perform a sunrise domain name registration in the User's name.

4.3. An order for Sunrise registration of a domain name may be cancelled by the User before the Registrar commences the application review process.

4.4. Applications for Sunrise registration of domain names will be accepted from June 10<sup>th</sup> 2014 to July 10<sup>th</sup> 2014 inclusive.

4.5. Applications for Sunrise registration of domain names will be processed from June 10<sup>th</sup> 2014 to July 14<sup>th</sup> 2014 inclusive.

4.6. If there are two and more Sunrise registration requests for the same domain name, the positive decision shall be made in favor of the User that first complies with the terms of Sunrise domain name registration and the terms of its agreement with the Registrar.

## **5. Domain Name Registration Cancellation**

5.1. Domain name registrations performed within the Sunrise Period shall be cancelled by the Registrar in case of violations of the terms and conditions specified in section 3.1 hereinabove.

5.2. The Registrar must provide to the Registry Operator all necessary details about the Sunrise registration application upon receiving such a request from the Registry Operator.

## **6. Miscellaneous**

6.1. All actions related to domain names registered / being registered under the Sunrise procedure shall be performed pursuant to the Policy version in effect as of the date of any such actions.

6.2. During the effective term of this Policy, the Registrant cannot:

6.2.1. transfer domain name to another person or entity, except after disposition of exclusive rights to the trademark in respect of all goods and services, or after the effective date of a court order related to domain name rights; provided that such person or entity complies with all the requirements from section 1.11 and is eligible for Sunrise domain name registration.

6.2.2. transfer domain name to another Registrar;

6.2.3. renew domain name registration.

6.3. Domain names registered during the Sunrise Period pursuant to this Policy will be delegated at least in three (3) and at most in fourteen (14) calendar days after the conclusion of the Sunrise Period.

6.4. This Policy shall be effective from June 10<sup>th</sup> 2014 to July 14<sup>th</sup> 2014 inclusive.

6.5. After domain name is registered within the Sunrise Period, the Registrant shall be bound by the .MOCKBA TLD General Availability Policy. However, limitations specified in section 6.2. hereinabove shall be effective until July 14<sup>th</sup> 2014 inclusive.