

**.VUELOS REGISTRY POLICIES & LAUNCH PLAN**  
Version 1.1

**1. OVERVIEW**

This document describes the plan and policies that govern key aspects of the launch and ongoing operations of the .VUELOS gTLD (hereinafter the “Registry” or “TLD”).

The primary mission and purpose of the TLD is to create a safe, secure and stable domain space for use by approved individuals, intermediaries and/or companies within the various industries that provide air travel products and/or supporting services in Latin America and Uruguay more specifically. The launch plan and various operational policies outlined herein have been created to ensure a secure and orderly launch and operation of the TLD in a manner consistent with ICANN rules and regulations, applicable laws, and the stated mission and purpose of the TLD. This plan and these policies may be modified from time to time to ensure that the TLD is continuing to serve its stated mission and is compliant with all relevant regulations and requirements.

Please note that Travel Reservations SRL (hereinafter the “Registry Operator”) may amend or modify these policies and documents from time to time, in its sole discretion. Any amendments or modifications shall be effective thirty (30) days after the initial date of posting such amendments or modifications on nic.VUELOS or whatever website nic.VUELOS resolves to (the “Registry Website”) and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

## **2. .VUELOS REGISTRY POLICIES & LAUNCH PLAN**

Below is an outline of the various sections, registry policies, and plans that have been included in this document. Together and when read with the TLD Registry Agreement, Registry-Registrar Agreement, Registration Agreement, ICANN rules and regulations, and all applicable laws, they represent the key governing rules and requirements for the TLD and outline the intended launch schedule and plan for the rollout of the TLD (the “TLD Registry Policies”).

- Registry Policies
  - Registration Policy
  - Terms of Use Policy
  - Sunrise Policy
  - Reserved Names Policy
  - Privacy Policy
- Launch Plan & Timeline
- Contact Information

### **3. REGISTRATION POLICY**

Version 1.1

#### **Summary**

This Registration Policy, to be read together with the Registration Agreement and all other TLD Registry Policies, sets forth the criteria which all applicants for TLD domain names (“Applicants”), and customers who register TLD domain names (“Registrants”) and TLD domain names must meet, and the process and rules that all Applicants must follow in order to register a domain name in the TLD.

Specifically, this Registration Policy describes: (A) the mission and purpose of the TLD, (B) Registrant eligibility and name selection requirements, (C) the Registry application process for requesting a domain name, and (D) domain name allocation processes.

#### **Mission and Purpose of the TLD**

The primary mission and purpose of the TLD is to create a safe, secure and stable domain space for use by approved individuals, intermediaries and/or companies within the various industries that provide air travel products and/or supporting services in Latin America and Uruguay more specifically (with “Latin America” to be defined as all countries in the South American continent and the countries of Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Costa Rica, Cuba, Curaçao, Dominica, Dominican Republic, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, Panama, Puerto Rico, Saba, Saint Barthélemy, Saint Kitts and Nevis, Saint Lucia, Saint Martin, Saint Vincent and the Grenadines, Saint Eustatius, Saint Maarten Trinidad and Tobago, Turks and Caicos Islands and U.S. Virgin Islands).

#### **Registrant Eligibility Requirements**

To support the mission and purpose of the TLD, in order to register or renew a domain name in the TLD, Applicants must:

- Own and/or operate an airline or online travel agency that is either headquartered in Uruguay or has companies and/or Affiliates incorporated in Uruguay (“Affiliate” here to be defined as a person or company that either directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control as the affiliated person or company) as verified and determined by the Registry in its sole and exclusive right; and
- Have a clear and meaningful nexus with the Uruguayan and Latin American air travel industry as determined by the Registry in its sole discretion; and
- Select a domain name that corresponds with the Name Selection Requirements (as defined below): and
- Possess a bona fide intention to use the domain name in supporting the mission and purpose of the TLD and the Latin America air travel industry.

## **Name Selection Requirements**

There should be a clear and logical nexus between the activities of the Registrant, the Latin American air travel Industry, specifically in Uruguay, and the domain name being registered. Registrants shall have a bona fide intention to use the Domain name in *supporting the mission and purpose of the TLD*.

Furthermore, all domain names sought by Applicants must correspond to the Applicant's company name(s), trademark(s), trade name(s) or service mark(s), product(s), or product category. Acceptable domain names may feature additional words attached to and/or included within the eligible company name(s), trademark(s), trade name(s) or service mark(s), product(s), or product category. For example, Registrants may register www.CompanyNameOnline.VUELOS, www.CompanyNameUruguay.VUELOS, www.ProductNameUruguay.VUELOS and/or www.ProductNameOnline.VUELOS. However, Registry Operator reserves the right to allocate, activate and/or approve registration requests for domain names that may fall outside of the criteria above should doing so support the overall mission and purpose of the TLD.

Registry Operator has initially identified the following non-exclusive domain name classifications and additional restrictions applicable to Registrants when registering a domain name in the TLD:

- **Sunrise Registrations:** This is the default classification for domain name registration that applies to domain names that are registered during the .VUELOS sunrise period. The default allocation mechanism in connection with Sunrise Registrations is First-Come, First-Served per the start-date format of the .VUELOS sunrise period.
- **Standard Registrations:** This is the default classification for domain name registration that applies to domain names that are not Premium or Reserved (as defined below). The default allocation mechanism in connection with Standard Registrations is First-Come, First-Served. However, the Registry reserves the right to utilize alternative allocation mechanisms.
- **Premium Domain Name Registrations:** "Premium" domain names are those identified by the Registry, in its sole discretion, to possess substantial meaning in relation to any location, generic word, class or type of good, service or other thing. The default allocation mechanism in connection with Premium domain names is either First-Come, First-Served, auction, or RFP. However, the Registry reserves the right to utilize alternative allocation mechanisms.
- **Reserved Names:** "Reserved Names" are any names which are ineligible for registration due to ICANN restrictions or Registry designation. Reserved Names include, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time.

- **Registry Designated Names:** Registry Designated Names are any names designated by Registry (plus their IDN variants, where applicable) in accordance with Section 2 and Specification 5, Section 3.2 of the Registry Agreement (between the .VUELOS Registry Operator and ICANN) necessary for the operation or the promotion of TLD.

Domain names that are likely to deceive, disparage or cause a material detriment to the TLD, its community, its customers or Internet users, as determined by the Registry in its sole discretion, are explicitly prohibited.

### **Domain Name Registration Applications & Registration**

At the time of applying or otherwise requesting to register an available (not reserved or restricted) domain name in the TLD, the Registry, in its sole discretion, may require Applicants to submit materials demonstrating that they meet the Registry's criteria for qualification to register domain names in the TLD (a "Registration Application"). Applicants may be asked to submit Registration Applications during particular launch phases (as described below and in the Registry's Launch Plan).

In the event Registry implements a Registration Application process, ICANN-accredited registrars, the Registry itself, and/or third-party verification providers appointed by the Registry will collect Registration Applications for processing and verification. Registration Applications will seek details of how the desired domain name is reasonably related to the proper functioning of the TLD, true and accurate information about the Applicant, and/or representations and warranties confirming the foregoing, generally establishing:

- The Applicant meets the Registry's eligibility and name selection requirements;
- The Applicant will be the intended beneficiary of the domain name registration;
- A clear and logical nexus exists between the activities of the Applicant and the stated mission and purpose of the TLD; and
- The domain name and its use will be consistent with all applicable laws, government rules and requirements, ICANN rules and regulations and the Registry Policies.

The Registry will not accept a Registration Application unless the desired domain name meets the following basic technical and syntax requirements:

- The name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- The name cannot begin or end with a hyphen;
- 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); and
- The name cannot exceed 63 characters (excluding the TLD).

Domain names will be registered and released to Registrants only through ICANN-accredited registrars, or otherwise in accordance with Registry Policies and ICANN Requirements.

### **Verification of Applicant / Registrant Information**

The Registry, in its sole discretion, may impose proactive and retroactive verification procedures to ensure that Applicants and Registrants comply with all Registration Application requirements, other eligibility criteria and TLD Registry Policies, including this Registration Policy. The Registry may process and verify information and warranties included in Registration Applications and other requests for domain names in the TLD, including without limitation qualification under the eligibility and name selection requirements, prior to a domain name being granted. Additionally, the Registry, in its sole discretion, from time to time, may retroactively verify the eligibility and name selection criteria as they pertain to potential and/or existing Registrants, and accordingly may take any and all actions available pursuant to the Registry Policies, Registration Agreement, and under ICANN policies and applicable law.

The Registry reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a Registration Application or other request for registration, or an existing domain name registration found to be in violation of this Registration Policy, any other TLD Registry Policy, any applicable law, rule or regulation and/or identified as not bearing a sufficient nexus to the Latin American air travel industry.

For avoidance of doubt, in the event of rejection, revocation, suspension or deletion of a domain name in the TLD, the Applicant or Registrant shall not be entitled to any reimbursement of registration, application or other fees paid as a result of such rejection, revocation, suspension, or deletion.

### **Whois Privacy**

.VUELOS requires that accurate Registrant data be made available in the Whois at all times. Therefore, Whois Privacy is not allowed in .VUELOS registrations.

### **Domain Name Allocation Mechanisms**

The Registry will allocate domain names during the following sequential launch phases (as more fully described in the Registry's Launch Plan): Qualified Launch Program / Founders Period, Sunrise, and General Availability.

During each of these launch phases, the Registry will allocate domain names via the following mechanisms: First-Come, First Served; Auction; Request for Proposal; and Registry Designated, as described below. While the default allocation mechanism may differ for each launch phase, the Registry may, in its sole discretion, utilize any means to allocate any domain name in the TLD.

- **First-Come, First-Served (FCFS):** The domain name is awarded to the first eligible Applicant (i.e., the first party to file a request for registration) for the domain name. The Registry's mere acceptance of registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval by Registry of an Applicant's eligibility (via a Registration Application or otherwise) and subsequent allocation of the requested domain name by an ICANN-accredited registrar (or the Registry, where appropriate) to the Applicant.
- **Auction:** Multiple simultaneous Registration Applications for available identical domain names may be resolved through an auction between competing Applicants, conducted by a third-party auction provider to be determined by Registry. Additionally, the Registry, in its sole discretion, may allocate certain reserved domain names via auction. No Applicant shall be obligated to participate in an auction; they may choose instead to withdraw their Registration Application or privately resolve contentions.

Starting bids for contending auction participants will commence at the domain name registration fee plus \$1 USD, with bid increments increasing over time. If bidders do not bid at least the registration fee plus \$1 USD, the domain name may not be awarded. The final auction price must be paid prior to allocation of the domain name.

- **Request for Proposal (RFP):** Registry will accept proposals from Applicants for innovative uses of any reserved domain name. Registry will review and consider such proposals, but reserves the right to reject any proposal, in its sole discretion. Registry may also impose a fee on any Applicant that chooses to submit or participate in any RFP. Registry is not bound to select a winner among RFP respondents, and may hold the domain name for future allocation.
- **Registry Designated:** Registry may activate and allocate to itself or third-parties certain domain names (plus their IDN variants, where applicable) deemed necessary for the operation or the promotion of TLD.

### **Allocation Term**

Domain names in the TLD may be registered for a period of no less than one (1) year and no more than ten (10) years, subject to the term of the TLD Registry Agreement, commencing on the date on which the domain name is registered with an ICANN-accredited Registrar. All TLD registration requests must specify the desired registration period (the "Term"). It is the obligation of the ICANN-accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

### **Amendment**

Please note that Registry Operator may amend or modify this Registration Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or

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modifications on Registry's Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.



## **4. TERMS OF USE POLICY**

Version 1.1

### **Summary**

This Terms of Use Policy (the “Use Policy”), to be read together with the Registration Agreement and TLD Registry Policies, sets forth the terms and conditions that Registrants must adhere to when registering and using a domain name in the TLD, as well as outlines the actions that the Registry may take to address non-compliance under this Use Policy.

### **Use Policy Overview**

All domain name Registrants must act responsibly in their use of any TLD domain name or website hosted on any TLD domain name, and in accordance with this policy, ICANN rules and regulations, and applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, and intellectual property rights. Registrants agree to take full responsibility for their registration and use of their TLD domain names and as a condition to registration/use of TLD domain names agree to indemnify and hold harmless Registry and its offices, affiliates, partners and vendors against any and all claims related to Registrant’s registration and/or use of their TLD domain names.

The Registry will not tolerate abusive, malicious, or illegal conduct in registration of a domain name; nor will the Registry tolerate such content on a website hosted on a TLD domain name.

This Use Policy governs the actions the Registry may take in response to abusive, malicious, or illegal conduct of which the Registry becomes aware. In all cases, the Registry reserves the right to bring the offending sites into compliance using any of the methods described herein, or others as may be necessary in the Registry’s discretion, whether or not described in this Use Policy.

Upon becoming aware of impermissible conduct, the Registry (or its designees) may alert any relevant Registrar about any identified threats, and may work with them to resolve such issues. The Registry will also utilize such other methods in compliance with applicable laws and ICANN policies, as it deems appropriate.

### **Use Policy Purposes**

The Registry reserves the right to take appropriate actions, whether administrative, operational or otherwise, as it deems necessary, in its unlimited and sole discretion and without notice, to:

- Support the stated mission and purpose of the TLD;

- Protect the integrity, security and stability of the TLD and the Domain Name System (DNS) as a whole;
- Comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement or other governmental agency or organization, or any dispute resolution process;
- Avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, employees and members;
- Comply with the terms of the Registry-Registrant Agreement, the Registry Agreement, the TLD Registry Policies, or any other binding commitments, whether written or otherwise;
- Respond to or protect against any form of malware (defined to include, without limitation, malicious code or software that might affect the operation of the TLD, the Internet or which cause direct or material harm to others);
- Comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., Requests for Comments (RFCs));
- Correct mistakes made by the Registry, Registry Service Provider, or Registrar in connection with a domain name registration;
- Allow for the resolution of a dispute of any sort, whether or not the dispute appears to be unmerited or unsubstantiated;
- Respond to complaints of abusive behavior on websites hosted on the TLD;
- Address the non-payment of fees; or
- Otherwise implement the Use Policy.

### **Prohibited Activities**

The following is a non-exhaustive list of activities that are prohibited:

- **Botnet Command and Control:** Services run on a domain name that are used to control a collection of compromised computers or “zombies,” or to direct Distributed Denial of Service (DDoS) attacks;
- **Distribution of Malware:** The intentional creation and intentional or unintentional distribution of “malicious” software designed to infiltrate a computer system without the owner’s consent, including, without limitation, computer viruses, worms, keyloggers, and Trojans;

- **Fast Flux Attacks/Hosting:** A technique used to shelter Phishing, Pharming, and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find;
- **Hacking:** Unauthorized access to a computer network;
- **Phishing:** The use of email and counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- **Pharming:** The redirecting of unknown users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or cache poisoning;
- **Spam:** The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and spamming of websites and Internet forums;
- **Man in the browser, man in the middle:** The use of malicious software or compromised network facilities for fraudulent or deceptive purposes;
- **Activities contrary to applicable law:** Trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other;
- **Regulatory noncompliance:** Public regulatory action taken against the Registrant for failure to comply with reasonable and appropriate security measures; and
- **Inappropriate content:** The storage, publication, display and/or dissemination of material as defined by applicable laws and regulations in respective jurisdictions.
- **Defamation or Inappropriate Activity:** The posting of content that goes against the stated mission and purpose of the TLD.
- Any other abusive behaviors that appear to threaten the stability, integrity or security of the Registry or any of its registrar partners and/or that may put the security of any Registrant or user at risk, including but not limited to: cybersquatting, sale and advertising of illegal or counterfeit goods, front-running, gripe sites, deceptive and/or offensive domain names, fake renewal notices, cross gTLD registration scams, traffic diversion, false affiliation, domain kiting, fast-flux, 419 scams.

## Registry's Response Plan

The Registry will maintain a public email ([gtldscontact@despegar.com](mailto:gtldscontact@despegar.com)) on Registry's Website, for interested third parties to contact registry and report alleged incidents of

abuse and/or non-compliance. Notwithstanding the foregoing, the Registry may also identify Use Policy violations by any means, including without limitation, a private complaint, public alert, government or enforcement agency outreach, ICANN notification, and on-going monitoring by the Registry or its partners. The Registry's plan to respond to allegations of abuse is based upon the following four pillars: Verification, Investigation, Remediation and Follow-up as identified in more detail below:

- **Verification:** The Registry will use commercially reasonable efforts, including contracting with third-party technical partners, to review all submissions and make an initial determination regarding the source and legitimacy of each submission. At its discretion, the Registry or its designee, through an automated system or otherwise, may view any website hosted on a TLD domain name, for the purpose of identifying and verifying Use Policy violations.
- **Investigation:** The Registry will prioritize all investigations in the following order:
  - Law enforcement complaints (within three (3) business days);
  - Third party security, stability or criminal complaints (within five (5) business day); and
  - Third party non-security, non-stability, or non-criminal complaints (within seven (7) business days).

Registry will endeavor to investigate the highest priority incidents within three (3) business days and the lower priority incidents within seven (7) business days.

- **Remediation:** As a result of any investigation involving credible complaints or violations of law in matters pertaining to security, stability or criminal activity, the Registry will endeavor to take appropriate action within two (2) business days of completing an initial investigation. In all other complaints not involving security, stability or criminal activity, the Registry will seek to resolve the matter through an escalated notification process: email, telephone, and certified mail.
- **Follow-Up:** Where, as a result of a complaint, there is found to be abusive/non-compliant activity, Registry will follow-up on each complaint to update the status of the domain name after the issue has been resolved. Registry will also engage with the Registrant to educate them about how to avoid future remediation actions.

### **Actions The Registry May Take**

To enforce this Use Policy, including Responding to any prohibited activities or to effectuate the policy purposes described above, the Registry may take actions including but not limited to:

- Conduct an assessment to determine whether any alleged abusive or otherwise harmful behavior violates the TLD Registry Policies, applicable laws, or ICANN regulations;

- Lock-down a domain name preventing any changes to the contact and name server information associated with the domain name;
- Place a domain name “on hold” rendering the domain name nonresolvable or transferring the domain name to another Registrar;
- Substitute name servers in cases in which the domain name is associated with an existing law enforcement investigation in order to collect information about the DNS queries and when appropriate, we will share information with law enforcement to assist the investigation;
- Cancel or transfer or take ownership of any domain name, either temporarily or permanently;
- Deny attempted registrations from repeat violators;
- Use relevant technological services, whether Registry’s own or third party, such as computer forensics and information security; and
- Share relevant information on abuse with other registries, registrars, ccTLDs, law enforcement authorities (i.e., security professionals, etc.), not only on abusive domain name registrations within its own gTLD, but also information uncovered with respect to domain names in other registries to enable such parties to take appropriate action.

The Registry may also take preventative measures at its sole discretion including (without limitation):

- DNSSEC deployment which reduces the opportunity for pharming and other man-in-the-middle attacks;
- Removal of orphan glue records; and
- Place upon registry lock, hold or similar status a domain name during resolution of a dispute.

### **Amendment**

The Registry reserves the right to modify this Use Policy at its sole discretion in accordance with its rights and obligations set forth in its Registry Agreement. Such revised Use Policy shall be posted on Registry’s Website at least 30-calendar days before its effective date.

## **5. SUNRISE POLICY**

Version 1.1

### **Summary**

This Sunrise Policy (the “Sunrise Policy”), to be read together with the Registration Agreement and the TLD Registry Policies, sets forth the terms and conditions governing the Registry’s Sunrise Period.

### **Sunrise Overview**

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 trademark.

Trademark Holders may apply for a domain name label that constitutes an “exact match” of their mark, in accordance with the Trademark Clearinghouse (“TMCH”)’s domain name matching rules. The Registry will charge a Sunrise domain registration fee, for registration of domain names during Sunrise (“Sunrise Price”).

The Trademark Holder is responsible for protecting any labels in which it has an interest. If a Trademark Holder fails to register any domain name during Sunrise, any other party is free to register that domain name during Landrush or General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Certain names may be withheld from Sunrise availability. For example, life.VUELOS may not be available during Sunrise, even if entities participating in Sunrise have a trademark on the term “life”.

The Registry will implement a Start-date Sunrise, in which domain names will be allocated on a first-come, first-served basis.

### **Sunrise Eligibility**

In addition to the eligibility requirements set forth in the Registry’s Registration Policy, the Registry will abide by all policies and procedures adopted by the TMCH. The TMCH will maintain Sunrise Eligibility Requirements [<http://trademark-clearinghouse.com/content/who-can-apply>], and validate and authenticate marks as applicable. The Registry will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names.

### **Fees**

Fees that may be collected during Sunrise include:

- Application fees
- Sunrise Domain Registration Fee
- Winning auction bid

The renewal price for domain names registered during Sunrise will be the Sunrise Price. The Registry may adjust the renewal price with one hundred eighty (180) days' notice. The registrant may renew the domain at the Sunrise Price during the one hundred eighty (180) day notice period.

### **Sunrise Dispute Resolution**

Disputes regarding Sunrise eligibility will be managed by the TMCH providers (see <http://trademark-clearinghouse.com/dispute>).

The TMCH will hear challenges to Sunrise eligibility determinations. In the event of a dispute, the Registry will adhere to decisions issued as an outcome of the TMCH sunrise dispute process (see <http://trademark-clearinghouse.com/dispute>).

In the event of a dispute beyond the scope of the dispute resolution procedures discussed in this Policy (auction, TMCH, etc.), such dispute shall be resolved in accordance with the Registry's Sunrise Dispute Resolution Policy and administered by the National Arbitration Forum. The Registry will act in accordance with any binding notice of a relevant court order or arbitration award.

Regardless of anything to the contrary stated in this Policy, the Registry reserves the right to put a hold on any domain name pending final dispute resolution and/or to seek legal advice on the enforceability of any court order and has the right to require the serving party to take additional steps before the Registry will comply with any order or award.

### **Amendment**

The Registry Operator reserves the right to modify this Sunrise Policy at its sole discretion in accordance with its rights and obligations set forth in its Registry Agreement. Such revised Use Policy shall be posted on Registry's Website at least 30-calendar days before its effective date.

## **7. RESERVED NAMES POLICY**

Version 1.1

### **Summary**

This Reserved and Restricted Names Policy (“Reserved Names Policy”) is to be read together with the Registration Agreement and the TLD Registry Policies, and sets forth the Registry’s rights and reservations with regard to reserved and restricted names.

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 per the TLD Registry Agreement and corresponding ICANN policies. This Reserved List of domain names shall generally consist of:

1. Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by the Registry and its strategic partners;
2. Names Reserved following ICANN requirements such as, but not limited to, Section 2 and Specification 5 of the New gTLD Registry Agreement;
3. Relevant ICANN Policy and documentation including the Qualified Launch Program addendum; and
4. Names that are temporarily unavailable due to processing delays from Sunrise or LRP registrations, or for other reasons.

### **Amendment**

Please note that Registry Operator may amend or modify this Reserved Names Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.



## **8. PRIVACY POLICY**

Version 1.1

### **Summary**

This document sets forth the Privacy Policy (the “Privacy Policy”) that is designed to provide information about the privacy practices of the Registry. This Privacy Policy applies to information collected and received by the Registry and to information collected through the Registry Website (collectively, the “Services”). All information collected by the Registry pursuant to this Privacy Policy shall be referred to herein as “Registrant Data.”

### **Disclaimer**

By applying for, registering, using, or reserving a TLD domain name, or visiting a website owned or operated by the Registry, you consent to the collection, use, processing, transfer and/or disclosure of information about you in accordance with the terms of this Privacy Policy.

If you are visiting a website hosted on the TLD 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 information about you across international boundaries, and you consent to such transfer.

Registry may use agents and contractors in order to help operate Registry or any websites operated by the Registry, provide its product and service offerings, and to operate its business. You expressly consent to the sharing of your Registrant Data with its agents, contractors and service providers.

### **Collection of Information**

The Registry collects or receives the following types of information, including without limitation Registrant Data, in connection with its domain name registry services:

- **Information Provided Directly to the Registry.** Third parties may provide information directly to the Registry in several different ways. For example, Registry may collect information including name, address, phone number, and email address when a third party is corresponding with the Registry.
- **Information the Registry Receives from Others.** The Registry may collect or receive information from service providers (e.g., registrars, resellers, verification agent, etc.) and other parties (e.g., regulators, complainants, etc.). That information is received for Registry to fulfill its role as the Registry.
- **Information Collected by the Registry.** Registry may collect certain information about third parties and the devices third parties use to access the Registry Website. The collected information may include:

- The type of web browser and operating system used;
- IP address (which is a number automatically assigned to your device when one access the Internet and can be used to derive general geographic location);
- The referral URL that lead to the Registry Website; and
- If enabled, information about the content viewed and the features accessed on the Registry’s website that we collect using cookies and similar technologies.

For purposes of clarity, if you are an individual, the information collected or received by the Registry may include personal details, which you may consider sensitive and from which you may be personally identifiable (“Personal Details”).

### **Use of Information**

Registry may use the information collected and received for the following general purposes:

- To provide third parties with domain name services and information requested and with legal notices or information about changes to this Privacy Policy, other Registry Policies or Registry’s Use Policy;
- To continually improve its domain name services and enhance the third party experience in connection with the TLD, which may include providing relevant content, surveys, questionnaires and other materials;
- To respond to requests, questions, and comments;
- As the Registry believes is necessary to protect its rights and the rights of others, including by enforcing Registry’s Use Policy;
- For statistical analysis or other business purposes; and
- For any other purpose disclosed at the time the Registry collects information, or pursuant to consent.

### **Sharing of Information**

Registry may share your information with the following entities:

- **Affiliates.** Registry may share your information with the Registry’s affiliates, companies that control, are controlled by, or are under common control with the Registry.
- **Service Providers.** Registry may share information with entities that provide services to Registry or on its behalf, including without limitation registrars, resellers, the registry service provider, and companies that provide processing, escrow, verification, shipping, web analytics, email distribution, and other services. This information is shared only to the extent such providers need it in order to provide

services to Registry and its users. Such providers will be bound by contractual agreement to keep the information confidential.

- **Other Parties as required or allowed by ICANN.** Registry is required to maintain a service that provides certain domain registration data, including certain personal information (such as nameserver information, email address, phone, and contact information for the administrative, technical, and billing points of contract) as part of a public search (the “WHOIS Service”). In addition, Registry is required to share zone file data, including domain names and name servers, to third parties for lawful purposes. Domain names can be obtained via the zone file and those domain names can be used to search for personal information about the registrants from Whois Service. Notwithstanding the foregoing, Registry cannot control the use made by third parties of such information, which is in the public domain and is searchable globally. Registry disclaims all liability for any misuse of such data made by a third party.
- **Other Parties When Required by Law, by ICANN, or as Necessary to Protect Registry’s Services.** There may be instances when Registry discloses your information to other parties in order to:
  - Protect the legal rights, safety and security of the users of Registry’s domain name services, Registry and its affiliates;
  - Prevent fraud (or for risk management purposes); or
  - Comply with or respond to the law or legal process or a request for cooperation by a government entity or by ICANN, whether or not legally required.
- **Other Parties in Aggregated Form.** Registry may also share your information with third parties in aggregated or non-personally identifiable form.
- **Other Parties in Connection With a Transfer of Assets.** If Registry makes a sale or transfer of assets, or are otherwise involved in a merger or transfer, or in the unlikely event of bankruptcy, Registry may transfer your information to one or more third parties as part of that transaction, reorganization, or liquidation.
- **Other Parties With Consent.** In addition to the sharing described in this Privacy Policy, Registry may share information with unaffiliated third parties when consent is given or when such sharing is specifically requested.
- *Registry will not disclose confidential age-related information, credit card information, or other supplemental Personal Details to the public.*

## **Security and Unauthorized Access Prevention**

The Registry’s technical infrastructure contains reasonable security measures to protect the Registrant Data from loss, misuse, unauthorized disclosure, alteration or destruction,

including internal security procedures that restrict unauthorized access to and use of Personal Details. However, the Registry cannot guarantee that Registry Data 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 the Registry's policies).

All websites hosted on TLD domains name 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 TLD. In addition, all websites hosted on a TLD domain name 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 Details by our service providers.

The Registry will also cooperate with law enforcement agencies regarding any allegations of abuse or violation of system or network security as set out in the Registry's Use Policy.

### **International Transfer of Data**

The Registry may collect, transfer, store and process an individual's information outside of said individual's country of residence, consistent with this Privacy Policy. Please note that the data protection and other laws of countries to which said individual's information may be transferred might not be as comprehensive as those in said individual's country. The Registry takes reasonable steps to ensure the confidentiality and security of information sent outside the individual's country of residence.

### **Accessing or Changing Your Personally Identifiable Information**

Third parties may have the right to request details about the information Registry collects and to correct inaccuracies in that information. If a third party has submitted personally identifiable information (such as name, address, email address, or credit card number) through a website operated by the Registry and would like to access, change or delete that information, please contact the Registry at [gtldscontact@despegar.com](mailto:gtldscontact@despegar.com).

### **Do-Not-Track Signals and Similar Mechanisms**

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, the Registry Website currently does not take action in response to these signals. If and when a final standard is established and accepted, the Registry will reassess how to respond to these signals.

### **Questions and Contact Information**

The Registry wants to provide assurance that it is dedicated to protecting privacy. For questions or comments about this Privacy Policy, please contact [gtldscontact@despegar.com](mailto:gtldscontact@despegar.com).

## **Cookies**

The Registry may use a variety of technologies to learn more about how people use the Registry Website and the Internet. These technologies include cookies, which are small text files that websites and other online services use to store information about users on the users' own computers. For example, cookies can be used to store your sign-in credentials so that one does not have to enter them each time one returns to a website. Cookies also may be used to store a unique identification number tied to a computer so that a website can recognize that person as the same user across different visits to the website. One can configure their Internet browser to provide a warning each time a cookie is sent or to refuse cookies completely. The Registry may use cookies to enable functionality of the Registry Website. Third parties should be aware that disabling cookies may affect the appearance of the Registry Website on a device and limit browsing experience including preventing access to some areas of the website. The Registry does not use cookies to serve targeted advertising.

## **Amendment**

Please note that Registry Operator may amend or modify this Privacy Policy from time to time, in its sole discretion. Any amendments or modifications to this Privacy Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

## **9. LAUNCH PLAN**

Version 1.1

**Summary:** This Launch Plan outlines and describes the phased launch process for the TLD. The dates and periods listed below are subject to change. All such changes will be posted on the Registry Website. This Launch Plan for the TLD is to be read together with the Registry Agreement, the TLD Registry Policies, the Registration Agreement for the TLD, and the Registry-Registrar Agreement for the TLD.

### **.VUELOS LAUNCH OVERVIEW**

The following chart illustrates the timing of the launch phases through which second-level domain names will become available for registration by eligible Applicants:

<b>Phase</b>	<b>Duration</b>	<b>Start &amp; End Date</b>	<b>Description</b>
<b>Qualified Launch Program / Founders' Program ("QLP")</b>	<b>60 days</b>	<b>Start: January 17, 2017</b>  <b>End: March 17, 2017</b>	Period after Delegation, but Prior to and during Sunrise during which the Registry may allocate and register, through an ICANN-accredited registrar, up to one hundred (100) domain names under a Qualified Launch Program, for the purposes of promoting the TLD.
<b>Sunrise</b>	<b>30 days</b>	<b>Start: February 15, 2017</b>  <b>End: March 17, 2017</b>	During the latter half of QLP, the Registry shall allow trademark holders that have been verified by the Trademark Clearinghouse and have met the Registry's and Trademark Clearinghouse's eligibility requirements an opportunity to register domain names in the TLD prior to the start of GA, in accordance with all ICANN Rights Protection Mechanism Requirements.
<b>General Availability ("GA")</b>		<b>Start: March 29, 2017</b>	The General Availability period commencing after QLP and Sunrise during which eligible Applicants may request domain names per the terms of the Registration Policy, this Launch Plan and Registration Agreement.

## **.VUELOS LAUNCH PHASES**

Below is a more detailed overview of each launch phase, as well as information about registrant eligibility and name allocation during each phase.

### **QUALIFIED LAUNCH PROGRAM & FOUNDERS' PERIOD**

The Qualified Launch Program & Founders' Period ("QLP") will run prior to the start of the Registry's Sunrise period (as defined below). Consistent with the Registry's stated mission and purpose, certain eligible early partners and prospective Registrants ("Founders") will be given a priority opportunity to register certain domain names for the purpose of promoting the TLD. The Registry may, through an ICANN-accredited registrar, allocate or register up to one hundred (100) Domain Names to Founders, subject to the terms and conditions in the TLD Registry Agreement and as set forth in ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements, Qualified Launch Program Addendum. All Rights Protection Mechanism terms and conditions contained therein will apply to domain names registered by the Founders during this launch phase.

### **SUNRISE**

The Registry will implement a Start-Date Sunrise, as defined in Section 2 of ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements policy. During the Sunrise Phase, the holder of a trademark, that has been previously verified by the officially mandated ICANN Trademark Clearinghouse and which fulfills the eligibility requirements set out in the TLD's Registration Policy, (the "Trademark Holder") shall have the opportunity to apply for and register domain names that correspond to their trademarks during a limited period of time before registration is open to the public at large, upon the terms and conditions set forth more fully in Registry's Sunrise Policy and Registration Policy.

### **GENERAL AVAILABILITY PHASE**

General Availability ("GA") will follow QLP and Sunrise. Once GA has commenced interested parties shall be permitted to apply for and register domain names, on a first-come, first-served basis, provided that such interested party and domain names are compliant with all TLD Registration Policies and provided that the domain name is:

- (i) Not a Reserved name;
- (ii) Available for registration; and
- (iii) Not subject of a pending Sunrise challenge.

### **Amendment**

Please note that Registry Operator may amend or modify this Launch Plan from time to time, in its sole discretion. Any amendments or modifications to this Launch Plan shall be effective thirty (30) days after the initial date of posting such amendments or modifications

.VUELOS Registry Policies & Launch Plan  
January 2017

on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.



## **10. REGISTRY CONTACT INFORMATION**

Primary Registry Inquiries:

.VUELOS Registry Manager  
Travel Reservations SRL  
Av Corrientes 746  
CABA, 1043 Argentina  
email: [gtldscontact@despegar.com](mailto:gtldscontact@despegar.com)