

.MAKEUP REGISTRY POLICIES & LAUNCH PLAN

Version 1.2

1. OVERVIEW

This document describes the plan and policies addressing key aspects of the launch and ongoing operations of the .MAKEUP gTLD (hereinafter the “TLD”).

The mission and purpose of the TLD is first and foremost to promote the beauty, makeup and cosmetics segments, through meaningful engagement with manufacturers, beauty enthusiasts, consumers, and retailers, using a domain space intended for use by individuals and/or companies within or associated with the various industries that provide, utilize, or bear a recognizable connection to makeup and cosmetic products and/or services. 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 L'Oréal USA, Inc. (hereinafter the “Registry Operator” or “Registry”) 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 or as allowed by ICANN policy after the initial date of posting such amendments or modifications on nic.MAKEUP or whatever website nic.MAKEUP 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. .MAKEUP 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”).

- TLD Registry Policies
 - Registration Policy
 - Terms of Use Policy
 - Sunrise Policy
 - Sunrise Dispute Resolution Policy
 - Registrant Eligibility Dispute Resolution Policy
 - Reserved Names Policy
 - Privacy Policy
- Launch Plan & Timeline
- Contact Information

3. REGISTRATION POLICY

Version 1.2

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 and requestors of 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 mission and purpose of the TLD is first and foremost to promote the beauty, makeup and cosmetics segments, through meaningful engagement with manufacturers, beauty enthusiasts, consumers, and retailers, using a domain space intended for use by individuals and/or companies within or associated with the various industries that provide, utilize, or bear a recognizable connection to makeup and cosmetic products and/or services.

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 (as determined by the Registry in its sole and exclusive right):

- Own, be connected to, employed by, associated with, or affiliated with a company that provides makeup and/or cosmetics related products, services, news, and/or content; or (ii) be an individual, association, or entity that has a meaningful nexus (as determined by the Registry in its sole discretion) with the cosmetics industry; and
- Possess a bona fide intention to use the domain name in supporting the mission and purpose of the TLD.

Name Selection Requirements

There should be a clear and logical nexus between the day-to-day activities of the Registrant, the cosmetic industry and the domain name being registered. Registrants must have a bona fide intention to use the Domain name in *supporting the mission and purpose of the TLD*. Further, all Domain Names requested and registered by Registrants must correspond to a company name, tradename, trademark, personal/influencer name, or product name of Registrant. Domain names that are generic in nature and/or do not match a company name, tradename, trademark, personal/influencer name or product name (as determined by the Registry in its sole discretion)

will only be granted on a case by case basis by Registry through RFP, Auction or Registry Designated allocation mechanisms (as described below).

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:** Domain names allocated during the TLD Sunrise Phase will be Sunrise Registrations and must comply with ICANN and Trademark Clearinghouse requirements as well as the TLD Registry Policies. Additional Premium fees may apply to Sunrise Registrations.
- **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 Operator 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, that possess added value or 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 Operator 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 .MAKEUP 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 Operator 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 and

prospective Registrants to submit materials demonstrating that they meet the Registry's criteria for qualification to register domain names in the TLD (a "Registration Application").

The Registry will not accept a Registration Application or a request for a .MAKEUP domain name 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 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 cosmetic 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

Registry requires that accurate Registrant data be made available in the WHOIS at all times. Therefore, WHOIS Privacy or Proxy registrations are not allowed in .MAKEUP.

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.
- **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.

There are no proprietary rights in the domain name system. A registrant does not "own" a domain name. Instead the registrant holds a license to use a domain name, for a specified period of time and under certain terms and conditions.

Allocation Term and Pricing

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. Registry reserves the right to adjust registry-level pricing for Domain Names in the TLD from time to time in its sole discretion in accordance with ICANN policies, rules and regulations.

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 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 1.2

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 Use Policy, the TLD Registry Policies, 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.

Distasteful, defamatory, abusive, malicious, or illegal conduct in the registration or use of a domain name is prohibited.

This Use Policy outlines a non-exhaustive list of the possible actions Registry Operator may take in response to malicious, illegal, or abusive conduct.

Upon becoming aware of impermissible conduct, the Registry (or its designees) may alert any relevant Registrar to the conduct, 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, the TLD, and/or users of the TLD;

- 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 instances or qualified complaints of abusive, distasteful or unlawful activities in relation to registration and/or use of domain names in 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 restricted computer network;
- **Phishing:** The use of email or 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 unlawful activities;
- **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 abusive or distasteful material as defined by Registry or 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 TLD 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/tasting, fast-flux, 419 scams.

Registry's Response Plan

The Registry will maintain a public email (makeupregistry@fairwindspartners.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 abuse complaint 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 assessing alleged Use Policy violations.
- **Investigation:** The Registry will prioritize the review of abuse complaint submissions in the following order and will endeavor to respond to such complaints within the time periods below:
 - 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 ten (10) 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 may 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 WHOIS data and name server information associated with the domain name;
- Place a domain name “on hold” rendering the domain name non-resolvable 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, and other relevant third-parties (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

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

5. SUNRISE POLICY

Version 1.2

Summary

This Sunrise Policy (the “Sunrise Policy”), incorporates by reference the Registration Agreement and the TLD Registry Policies, sets forth the terms and conditions governing the Registry’s Sunrise Period.

Sunrise Overview

The Sunrise period allows the holder of a trademark that has previously been verified (“Trademark Holder”) by the officially mandated ICANN Trademark Clearinghouse to notify the Registry of its trademark and to request a corresponding domain name registration.

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

Certain names may be withheld from Sunrise availability. For example, due to the non-trademark connotation of the string, shop.makeup may not be available during Sunrise, even if entities participating in Sunrise have a trademark on the term “shop” in association with particular goods or services.

The Registry will implement a Start-Date Sunrise, in which domain names will be allocated on a First-Come, First-Serve basis.

Sunrise Eligibility

In addition to the eligibility requirements set forth in the TLD 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 during the Sunrise Registration Period.

Fees

Fees that may be collected during Sunrise include:

- Application fees
- Sunrise Domain Registration Fee
- Premium Domain Fees (where/when applicable)

The renewal price for domain names registered during Sunrise will be the Standard Registration Price. The Registry may adjust the renewal price with one hundred eighty (180) days notice.

Sunrise Dispute Resolution

Disputes regarding the TLD Sunrise Period will be managed in accordance with the Registry's Sunrise Dispute Resolution Policy ("SDRP").

Amendment

The Registry Operator reserves the right to amend or modify this Sunrise Policy from time to time, in its sole discretion. Any amendments or modifications to this Sunrise 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.

6. SUNRISE DISPUTE RESOLUTION POLICY

Version 1.2

This Sunrise Dispute Resolution Policy (the “SDRP”) is to be read together with the Registration Agreement and the TLD Registry Policies. This SDRP is effective as of September 8, 2016. An SDRP Complaint may be filed against a domain name registered during the .MAKEUP TLD sunrise period, lasting from September 19, 2016 until October 31, 2016.

1. Purpose

Domain names in the .MAKEUP TLD (the “TLD”) can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a Sunrise domain name has been registered, or has been declined to be registered, in violation of the Registry’s SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD.

2. Applicable Disputes

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

a) Improper Sunrise Registration-Trademarks¹

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;²
- iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- iv. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

¹ Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN’s Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum’s SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry’s registration and allocation of domain names during the sunrise period.

² For the purposes of analysis of this element, neither the gTLD itself, nor the “dot,” shall be considered.

b) SDRP Effective Dates

Any SDRP claim brought under this Policy for domain names registered in the .MAKEUP TLD shall be brought before November 30, 2016.

3. Evidence and Defenses

a) Evidence

Panelists will review the Registry's Sunrise criteria or allocation requirements, which are required to be submitted with the Complaint, as applicable, in making its decision.

b) Defenses

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.

4. Remedies

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

a) Improper Sunrise Registration

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under SDRP 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name such application may be made to the Registry, or registrar, as applicable.

In the event that one party to an auction desires to bring a complaint under this SDRP against an opposing party to the same auction, the Registry Operator will stop that auction process to allow resolution of a complaint under this policy, if the complainant notifies the Registry Operator within the five (5) calendar days following the Registry's notification of auction regarding the relevant domain name(s). Such notice must be in writing.

The SDRP Complaint shall be filed with the National Arbitration Forum within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the auction shall proceed as scheduled.

5. Procedure

a) Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum (“Forum”) by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist (“Panelist”). The Forum has established Rules for National Arbitration Forum’s Sunrise Dispute Resolution Policy (“Rules”), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.

b) Registry’s or Registrar’s Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any 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 during the course of a proceeding.³ 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 Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c) Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d) Decisions

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

³ A Registry may, through its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

e) Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry⁴ will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f) Representations and Warranties

Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification/Hold Harmless

The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Forum, the Panelist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any 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.

⁴ A Registry may, through its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

8. Relation To Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”) and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the 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 Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications

The Forum reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Registry. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;⁵ 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.

⁵ The Forum may correct typographical errors without notice.

7. Registrant Eligibility Dispute Resolution Policy

Version 1.2

This Registration Eligibility Dispute Resolution Policy (the “REDRP”) is incorporated by reference into the Registration Agreement for each domain name registered in the .MAKEUP top-level domain (“TLD”). This REDRP shall become effective as of September 8, 2016 and remain in effect as long as the Registry Operator maintains eligibility criteria or restrictions. This REDRP may be invoked by filing a complaint with the Forum. The Rules governing the REDRP process may be found at www.adrforum.com/domains.

1. Purpose Domain names in the TLD can be registered or reserved subject to certain eligibility or restriction requirements. This REDRP describes standards that will be applied to resolve challenges to names registered in the TLD on the basis of failure to meet or maintain the eligibility or restriction criteria required by the Registry. This REDRP will not be applied to Registry-reserved names in the TLD.

2. Applicable Disputes A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint showing by a preponderance of the evidence that the registration was improper under one or more of the circumstances in this section.

2.1 Eligibility Restrictions A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registry’s registration eligibility criteria. The complaint must show that at the time the challenged domain name was registered, the Registry’s registration eligibility criteria were not met. The Complainant shall submit a copy of the Registry’s eligibility criteria with a Complaint based on REDRP para. 2.1.

2.2 Nexus Restrictions A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registry’s nexus criteria. The complaint must show either:

- (i) At the time the challenged domain name was registered, the Registry’s registration nexus criteria were not met; or
- (ii) After the challenged domain name was registered, the registrant failed to continue to comply with the Registry’s ongoing nexus restrictions or requirements for maintaining the registration.

The Complainant shall submit a copy of the Registry’s nexus criteria, including evidence regarding any requirement for the registrant to maintain the nexus, with a Complaint based on REDRP para. 2.2.

2.3 Denial of Registration A complaint under this section shall be required to show that the Registry did not allow an allocation or registration of a domain name that was properly submitted in compliance with the Registry’s registration eligibility criteria. The Complainant shall submit a

copy of the Registry's eligibility criteria and the reason for the denial with a Complaint based on REDRP para. 2.3.

The Registry may, through an Annex to this Policy, denote what evidence must be submitted to the Panel and/or a limiting date by which claims may be submitted pursuant to this REDRP, for a specified TLD.

3. Remedies The remedies available to a complainant for a proceeding under this REDRP shall be:

3.1 Ineligible at Registration If the Panel finds that the domain name was ineligible for registration under REDRP 2.1 and REDRP 2.2(i), the sole remedy shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, such application may be made via the standard registration process.

3.2 Improper Maintenance of Eligibility The remedies for a Complaint filed under REDRP 2.2(ii) are either:

- (i) The Panel may allow the Respondent up to 14 days to bring the registration into compliance and submit proof of compliance and ongoing eligibility; and/or
- (ii) The Panel may order cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, such application may be made via the standard Registration process.

3.3 Improper Denial of Registration If the Panel finds that the Complainant had met all of the requirements set forth by the Registry as conditions to registration, and that the Registry had failed to register the domain name accordingly, the decision shall so state and the Panel shall order the Registry to permit the registration. The Complainant will have thirty days from the date of the decision to complete any requirements for registration of the domain name. After thirty days, the domain name may be released into the pool of available names.

4. Procedure

4.1 Dispute Resolution Provider / Selection of Procedure A Complaint under this REDRP shall be submitted to the Forum ("Provider") by submitting the complaint directly to that Provider. The Provider will administer the proceeding and select a qualified and eligible Panel ("Panel"). The Provider shall establish Rules, setting forth a fee schedule and other technical and process requirements for a dispute under this REDRP ("Rules"). The proceedings under this REDRP will be conducted according to this REDRP and the applicable Rules of the Provider.

4.2 Registry's or Registrar's Involvement Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panel, except that the Registry may provide evidence supporting its denial under REDRP 2.3. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panel. Any domain names in the TLD

involved in a REDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. Unregistered domains against which a claim under REDRP 2.3 is brought shall not be available for registration pending the outcome of the REDRP case. The contact details of the holder of a registered domain name in the TLD will be provided to the Provider by the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panel decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

4.3 Parties The registrant of a registered domain name in the TLD shall be promptly notified by the Provider of the commencement of a dispute under this REDRP, and shall have thirty (30) days in which it may contest the allegations of the complaint or show other cause why the complaint should not be granted in accordance with this REDRP or the conditions under which the domain name in the TLD has been registered or used. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered name shall not constitute an admission to any allegation of the complaint. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panel.

4.4 Decisions

- (i) The Panel may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panel deems appropriate;
- (ii) The decision shall state whether a registered name in the TLD is to be cancelled or the status quo maintained; and
- (iii) Decisions made under this REDRP will be publicly published by the Provider on its website.

4.5 Implementation If a Panel's decision requires a change to the status of a registered name, the registrar and/or Registry 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 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 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 domain name.

4.6 Representations and Warranties Parties to a dispute under this REDRP 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.

5. Maintaining the Status Quo During a proceeding under the REDRP, the domain name shall be locked against transfers between registrants and/or registrars. In the event the domain name(s) is

due to expire during a proceeding, the name shall proceed to a temporarily reserved status if it is not renewed by the registrant; the REDRP proceeding, in that case, shall be terminated.

6. Indemnification / Hold Harmless The parties shall hold the registrar, the Registry, the Provider, and the Panel harmless from any claim arising from operation of the REDRP. Neither party may name the registrar, the Registry, the Provider, or the Panel as a party or otherwise include the registrar, the Registry, the Provider, or the Panel in any judicial proceeding relating to the dispute or the administration of the REDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Provider, the Panel and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this REDRP. Neither the registrar, the Registry, Provider, the Panel and 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 REDRP 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 domain name(s) in the TLD.

7. Relation To Other Dispute Resolution Policies This REDRP 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. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to domain names in the TLD.

8. Effect of Other Proceedings The administrative proceeding under the REDRP shall not prevent either party from submitting a dispute concerning the domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending REDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the REDRP proceeding will be suspended or terminated (in the sole discretion of the Panel) in deference to the outcome of such other proceeding. If a domain name in the TLD is subject to a UDRP proceeding, the factors set forth in the REDRP may be alleged in such proceeding as applicable terms of legitimate rights or registration and use under the UDRP in addition to any allegations or defenses available.

9. REDRP Modifications The Registry reserves the right to modify this REDRP at any time subject to the terms of its Memorandum of Understanding with the Forum. Such revised REDRP shall be posted on the Registry Website at least ten (10) calendar days before it becomes effective; unless this REDRP has already been invoked by the submission of a complaint, in which event the version of the REDRP in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change. In the event that registrant objects to a change in this REDRP, 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.

8. RESERVED NAMES POLICY

Version 1.2

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 pursuant to Article 2.6 of the Registry Agreement. 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 Specifications 5 and 6 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 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 Reserved Names 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. PRIVACY POLICY

Version 1.2

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;
- As required by law;
- In circumstances in which the Registry reasonably believes that domain names in the TLD are being used in the commission of a crime;
- When the Registry has a reasonable belief that there is an emergency that poses a threat to the safety of another person;
- 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 by Law, by ICANN, or as Necessary to Protect the TLD.** 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. However, no electronic data transmission or storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure or warrant the security of any information you transmit to us.

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 makeupregistry@fairwindspartners.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 makeupregistry@fairwindspartners.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.

10. LAUNCH PLAN

Version 1.2

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.

.MAKEUP 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:

Phase	Duration	Start & End Date	Description
Qualified Launch Program / Founders' Program ("QLP")	72 days	Start: August 8, 2016 00:00:00 UTC End: October 11, 2016 23:59:59 UTC	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.
Sunrise	43 Days	Start: September 19, 2016 00:00:00 UTC End: October 31, 2016 23:59:59 UTC	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.
General Availability ("GA")	N/A	Start: November 1, 2016 00:00 UTC	The General Availability period commences 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.
GA Early Access Window ("EAW")	7 Days	Start: November 1, 2016 00:00:00 UTC End: November 7, 2016 23:59:59 UTC	The first 7-day period of GA during which domain names can be registered at a higher price per the terms of this Launch Plan, Registration Policy and the Registration Agreement.

.MAKEUP 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 begin prior to the start of the Registry's Sunrise period (as defined below). The QLP will run concurrently with Sunrise and will end upon the conclusion of Sunrise. Consistent with the Registry's stated mission and purpose, certain eligible 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

General Availability ("GA") will follow QLP and Sunrise, and will begin with an Early Access Window and will conclude with open access. 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.

The GA Early Access Window ("EAW") will take place during the first seven (7) days of GA during which registrants may register domain names early for a higher registration fee ("EAP fee"). The EAP fee per domain name will depend on which day of EAW the registration request is submitted.

The EAW fee will be highest on the first day of EAW and will decline on a daily basis until the last day of EAW. Upon conclusion of the 7-day EAW the TLD will turn to open access during which requests for domain names can be submitted on a rolling basis.

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

11. REGISTRY CONTACT INFORMATION

Primary Registry Inquiries:

.MAKEUP Registry Manager
FairWinds Partners LLC
1000 Potomac Street, NW, Suite 350
Washington, DC 20007
email: makeupregistry@fairwindspartners.com
Tel (202) 223-9252

Secondary Registry Inquiries:

L'Oréal USA, Inc.
10 Hudson Yards
New York, NY 10001
Attn: gTLD Registry Team