



# BOSTONIVY

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.TRADING  
LAUNCH PLAN



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## 1. SCOPE

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

## 2. LAUNCH TIMELINE

*The dates and periods listed below are subject to change.*

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

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

### 2.1 LAUNCH PHASE OVERVIEW

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

Phase	Duration	Description
<b>Sunrise</b>	30 Days	A pre-launch phase providing mark holders the opportunity to register domain names before the General Availability phase.  <b>Starting October 8<sup>th</sup>, 2015, 00:00 UTC</b>
<b>General Availability</b>	30-Days after Sunrise Launch	The period commencing after Sunrise which sees the opening of general registrations. Registrants may apply on a first-come, first-served basis to register .TRADING domains.  <b>Starting 00:00 UTC on November 9<sup>th</sup>, 2015</b>

### 3. REGISTRATION OF .TRADING NAMES

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

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

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

5. The Registry is working with ICANN to release two (2) character domain names; therefore, until further notice, the name must contain at least 3 characters;
6. The Registry will not accept Sunrise Registration Applications from privacy or proxy services.

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

- a) To enforce **Registry Policies** and **ICANN Requirements**; each as amended from time to time;
- b) That is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
- c) To protect the integrity and stability of the **Registry System**, its operations, and the .TRADING TLD;
- d) To comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry;
- e) To establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- f) To correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
- g) As otherwise provided in the **Registry-Registrar Agreement** and/or the **Registration Agreement**.

### 3.1 Term

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

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

### 3.2 Payment to the Registry

The Registry will perform automatic renewals upon expiration. Unless the domain name is explicitly deleted during the auto-renew grace period, the Registry will automatically charge the applicable Accredited Registrar account

with the renewal amount. If the Registry does not receive payment within a specified amount of time, the Registry will halt the Registrar from any further registrations and consider revoking the Registrar's accreditation with the Registry. Breaches of Billing and Payment Terms by a Dot Trading Accredited Registrar will be handled on a case-by-case basis.

The Registry will not accept a Registration Application and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Application, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

### **3.3 Registry-Registrant Agreement**

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

### **3.4 Reserved Names**

The Registry has reserved certain names from registration in the .TRADING TLD ( "Registry Reserved Names" ), including, without limitation, the names appearing on the list of ICANN reserved names, which is a list that may be modified by ICANN from time to time.

The Registry reserves the right to reserve additional names (Premium Names) over and above the initial 100 Reserved Names and Registry Reserved Names at any time and in its sole discretion, and to allocate such names on an other than first-come first-served basis.

## **4. THE SUNRISE PHASE**

During the Sunrise Phase, the holder of a trademark that has been verified by the officially mandated ICANN Trademark Clearinghouse and which fulfills the eligibility requirements set out in the dot .TRADING General Domain Name Registration Policy, (the "Trademark Holder" ) shall have the opportunity to apply for and register the domain name that corresponds with the trademark during a limited period of time before registration is open to the public at large.

Trademark Holders will apply for a domain name label that constitutes an "exact match" of their trademark, in accordance with the Trademark Clearinghouse's (the "TMCH" ) domain name matching rules.

The Registry shall:

- (i) Notify the TMCH whenever a valid Sunrise application is received; and

- (ii) Charge a Sunrise domain registration fee, for registration of domain names during Sunrise (the "Sunrise Price" ).

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

- 4.1. The Sunrise period shall start on **October 8<sup>th</sup>, 2015** at **00:00 UTC** and shall last Thirty-One (31) days, i.e. ending on **November 8<sup>th</sup>, 2015** at **23:59 UTC**.
- 4.2. Domain names will be registered on a "Start-Date" , first come first serve basis.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. When submitting registration requests to the Registry, the Accredited Registrar (which refers to an entity that is accredited by ICANN with the 2013 RAA and that has entered into agreement with the Registry for the provision of domain name registration services) will ensure that the Applicant represents and warrants that: (i) The Application is made in good faith, contains only true, accurate and up- to-date information, and does not infringe the rights of any third party; and (ii) The Applicant accepts and will abide by this Plan and any other applicable Registry rules, policies, or procedures in the Registry-Registrar Agreement.
- 5.2. The Registry may reject, revoke, or delete any registration of a domain name at any time if it appears that the Applicant did not fulfill all of the registration requirements at the time of the Application.
- 5.3. In the event of revocation or deletion, the Applicant or (any subsequent) domain name Registrant shall not be entitled to any reimbursement or compensation as a result of such rejection, revocation, or deletion.

## 6. SUNRISE DISPUTE RESOLUTION PROCESS ( "SDRP" )

Disputes regarding Sunrise eligibility shall be managed according to the TMCH Dispute Resolution Procedures (see <http://www.trademark-clearinghouse.com/dispute>) and by any dispute resolution Provider appointed by the Registry to administer the resolution of Sunrise disputes.

- 6.1. The TMCH will hear challenges to Sunrise eligibility determinations. In the

event of a dispute, the Registry shall adhere to decisions issued as an outcome of the TMCH Sunrise dispute process.

- 6.2. In the event of a dispute beyond the scope of the dispute resolution procedures discussed in this Plan and Registry Policies, the disputing parties should seek legal advice and bring an action in an appropriate international forum.
- 6.3. The Registry shall act in accordance with any binding notice of a relevant court order or arbitration award that shall be sent to the registry point of contact: [abuse@bostonivy.co](mailto:abuse@bostonivy.co)
- 6.4. Regardless of anything to the contrary stated in this document, the Registry:
  - (i) Reserves the right to put on hold any domain name pending final dispute resolution and/or to seek legal advice on the enforceability of any court order; and
  - (ii) Has the right to require the serving party to take additional steps before the Registry shall comply with any order or award.

## **7. THE GENERAL AVAILABILITY PHASE**

- 7.1. After the Sunrise phase described in section 3 of this Plan, any interested party shall register a domain name on a first-come-first served basis provided that the domain name is:
  - (i) Not a Reserved Name;
  - (ii) Available for registration; and
  - (iii) Not subject of a pending Sunrise challenge.
- 7.2. Any domain name allocated into a price category that is still available shall remain in that price category for registration in General Availability.

## **8. LEGAL DISCLAIMERS**

### **8.1. NO GUARANTEE**

The Registry provides no guarantees in relation to the Sunrise Phase or the General Availability registration. Acquisitions of Registry domain names shall be determined either through a third party auction, or on a first-come, first-served basis, or other allocation basis as specified by the Registry, assuming that the Applicant meets all of the requirements designated by the Registry.



First- come, first-served has many risks, and the Registry makes no guarantees or warranties as to whether any Applicant will be successful in registering any Registry domain name. Additionally, the Registry is not responsible for any failure on the part of the Registrant to promptly file required paperwork, documents or other materials that may be required by the Registry to successfully procure a Registry domain name or any failures on the Registry' s part to pass on any communications or information requests between the Registrant and the Accredited Registrar in a timely manner. The registration services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever. Applicants for the Sunrise Phase registration agree that they will not hold the Registry responsible for any failed attempt to obtain a Domain Name and that, except as otherwise expressly set forth herein, all fees charged in relation to the Registry Sunrise Phase services are non-refundable, regardless of the circumstance and regardless of the outcome. You acknowledge that the Registry, its parent and/or subsidiary companies may participate in the Sunrise Phase and that if the Registry is successful in acquiring a domain name which an Applicant has also applied for, that the Registry may award the domain name to itself and/or its parent and/or subsidiary company and not to the Applicant and that the Registry may do so without any obligation or liability to the Applicant.

## **8.2. LIMITATION OF LIABILITY**

Applicants participating in any Launch Phase agree that the Registry will not be Liable:

- a) To any applicant or to any third party for (1) Suspension or loss of domain name registration services in relation to a domain name(s) registered in your name, (2) use of the domain name registration services,(3) Interruption of Business, (4) Access delays or access interruptions to Registry' s site or the web site(s) or services maintained by us; (5) Loss or liability resulting from acts of God or nature (6) Data non-delivery, mis-delivery , corruption, destruction or other modification; (7) events beyond the Registry' s control; (8) The processing of a registry domain name registration application; (9) Loss or liability resulting from the unauthorized use or misuse of your account identifier or password; or (10) Application of the dispute policy or any ICANN or Registry policies; and
- b) For any indirect, special, incidental, or consequential damages of any kind, including lost profits or the cost of procurement of alternative goods and services, regardless of the form of action whether in contract, tort (including negligence), otherwise, even if the Registry has

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

## 9. TERMS

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

**Applicant** is a natural person, company, or organization in whose name a Registration Application or a Reservation Request is made.

**Available Names** are .TRADING names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry's receipt of a Registration Application.

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

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

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

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

**Registry** is Dot Trading Registry Limited

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

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

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

**Registry System** means the system operated by Registry or Registered Names in the .TRADING TLD. **Registry Website** is [nic.trading](http://nic.trading)

## 10. REGISTRY CONTACT

<b>EMAIL</b>	<a href="mailto:trading@bostonivy.co">trading@bostonivy.co</a>
<b>REGISTRY WEBSITE</b>	<a href="http://nic.trading">http://nic.trading</a>
<b>MAIL</b>	<b>DOT TRADING REGISTRY LTD</b> Cannon Bridge House 25 Dowgate Hill London EC4R 2Y