

.SKY Domain Name Registration Policy

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.SKY Domain Name Registration Policy

This .SKY Domain Name Registration Policy (.SKY Domain Policy) sets out the terms and conditions governing the registration and use of domain names in the .SKY Top Level Domain.

The .SKY Domain Policy may be updated periodically, without prior notice. Updates may be required by ICANN, a TLD registry, and applicable laws, as well as to adjust to changing circumstances. The current version can be found at *nic.sky/policy*, and continued registration or use of a .SKY domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the current terms of the .SKY Domain Policy is to cancel your domain name registration.

The terms of the .SKY Domain Policy described below constitute the entire agreement concerning the registration of a .SKY domain name; no other agreements or representations supplement or alter the terms of the .SKY Domain Policy, except as expressly incorporated herein.

Any undefined capitalised term in the .SKY Domain Policy shall have the meaning set out in the ICANN Registry Agreement applicable to the .SKY Top Level Domain, available at www.icann.org/en/about/agreements/registries/sky

General/Definitions

Abuse Point of Contact means the .SKY Top Level Domain's abuse response team, which can be contacted at *abuse@sky.com*.

ICANN means the Internet Corporation for Assigned Names and Numbers.

Identical Match means that the domain name consists of the complete and identical textual elements of a Trademark Clearinghouse-validated trade mark. In this regard, marks which would be identical to Trademark Clearinghouse-validated trade marks but for the following amendments qualify as Identical Matches: (a) spaces contained within a mark that are either replaced by hyphens or omitted; (b) only certain special characters contained within a trade mark are spelled out with appropriate words describing it (“@” and “&”); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural or “marks contained” (i.e., “brandx” in “brandxproducts”).

Registrar means an ICANN-accredited registrar through which .SKY domain names are registered.

Registry Services Provider means the entity providing back-end technical and operational services for the .SKY registry.

Reserved Names mean domain names which are unavailable for third-party registration at the time of their appearance on a list of Reserved Names.

SIAG (or “we” or “us”) means Sky International AG, a company incorporated in Switzerland with address at Dammstrasse 19, CH-6301, Zug, Switzerland (Company Number CHE-301-371-848).

.SKY means the .SKY Top Level Domain.

.SKY Domain Policy this .SKY Domain Name Registration Policy which sets out the terms and conditions governing the registration and use of domain names in the .SKY Top Level Domain.

Top Level Domain means the final characters after the dot in a domain name; in the case of “nic.sky”, this is “sky”.

Trademark Claims means the process whereby notice is given to a prospective domain name registrant concerning the scope of the rights of a trade mark owner whose mark is an Identical Match to the requested domain name, and whereby the prospective registrant warrants that: (i) they have received notification that the mark(s) is included in the Trademark Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the registrant attesting to its non-infringement, the Registrar or the Trademark Clearinghouse will notify the mark holder(s) of the registration.

Trademark Claims Period means the first ninety (90) calendar days during which domain names are made available to eligible registrants.

Trademark Clearinghouse means the central storage repository of validated (authenticated) trade mark rights-related data and information for dissemination with respect to trade mark rights protection mechanisms and other registry-related services mandated by ICANN and currently run by Deloitte.

Website means the .SKY website located at www.nic.sky

You or your means an individual or entity seeking to initiate registration of a .SKY domain name, or if allowed, the domain name registrant.

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

All communications and information under this .SKY Domain Policy shall be in English.

Registration Eligibility

Eligibility to register and use .SKY domain names, at any level, is limited to SIAG, its Affiliates, and Trademark Licensees.

SIAG reserves the right, for any reason, to periodically verify .SKY domain name registration eligibility. Any determination as to such eligibility shall be made by SIAG in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. SIAG reserves the right, in its sole discretion, to suspend, cancel, revoke, or take other action it deems necessary with respect to a .SKY domain name registrant in the event it determines that their registration violates the registration eligibility criteria. Questions about a determination by SIAG as to .SKY domain name registration eligibility should be directed to the abuse@sky.com.

Registration Terms & Conditions

By submitting a request to register a .SKY domain name, or by asking us to maintain or renew a .SKY domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by the .SKY Domain Policy
- you warrant and represent that you meet the .SKY domain name registration eligibility criteria set out below
- you warrant and represent that you are legally capable, and authorised to enter into an agreement for a .SKY domain name registration
- you acknowledge and agree that all .SKY domain name registrations are, and shall irrevocably remain, the sole property of SIAG and that any attempted sublicensing, transfer, delegation, or assignment to any third party without SIAG's prior consent will be considered void ab initio
- registration of a .SKY domain name merely provides you with a temporary, revocable, and non-transferrable, non-sublicensable license to register or use that domain name, and you agree that all .SKY domain name registrations are made for the benefit of SIAG in furtherance of its goals and operating principles
- you agree that SIAG's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .SKY domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, SIAG may publish these contact details and/or provide them to third parties in connection with its administration of the .SKY registry
- you agree to immediately (but at least within 48 hours of any change) update your contact details and to certify their accuracy annually

- you agree that any change or update to your contact details may be subject to prior approval by SIAG
 - SIAG reserves the right to periodically verify your contact details, and to cancel, suspend, or revoke your domain name registration for any non-compliance with the .SKY Domain Policy including your obligation to provide accurate and current contact details
 - you understand that SIAG disclaims all liability for any communication failure due to your provision of inaccurate contact details
 - you agree to indemnify and hold SIAG harmless for any communication failure due to your provision of inaccurate contact details
- you understand and agree that, except where agreed otherwise (on a case by case basis), the publicly-available Whois information for .SKY domain name registrations will reflect SIAG or one of its Affiliates as the domain name registrant
 - you will not distribute malware or operate botnets, or engage in phishing, piracy, trade mark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
 - you agree that for certain aspects of the administration of the .SKY Top Level Domain, for example a rapid takedown process, SIAG may delegate certain functions to an agent such as its Registry Services Provider
 - you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including
 - the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP and rules are located at: www.icann.org/dndr/udrp/policy.htm
 - the Uniform Rapid Suspension system (URS); the URS and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>

As between the parties you acknowledge and accept that all copyrights, trade marks and other intellectual property rights in the SKY element of any domain name, and any SKY brand used on the Website (Items) belong to SIAG or its Affiliates. You are permitted to use the Items only as expressly authorised by SIAG in writing. You will not, and you will not assist any third party to use, copy or distribute such Items. By applying to register a particular domain name within .SKY you grant SIAG and its Affiliates and service providers an irrevocable, perpetual, royalty free, worldwide

license to use, copy and reproduce any of your intellectual property rights in that name both within the Website and in any other manner reasonably required in connection with this .SKY Domain Policy.

You agree to indemnify SIAG and its Affiliates and their directors and employees, and keep them indemnified, and hold them harmless against all losses, claims, liabilities, damages, proceedings, costs and expenses (including legal fees), arising out of any breach by you of the .SKY Domain Policy or your use of the Items.

SIAG expressly disclaims all warranties of any kind in relation to the Items including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You agree that your use of the Items is at your sole risk and to the maximum extent permitted by law SIAG shall only be liable to you in connection with the Items up to the amount paid (if anything) for the initial registration of the .SKY domain names. SIAG and its affiliates shall not be liable for any indirect, consequential or special loss or damage (howsoever arising) in connection with the Items.

You agree that SIAG reserves the right, in its sole discretion, to suspend, lock, cancel, revoke, or otherwise alter any .SKY domain name registration: (i) to protect the interests of SIAG; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights protection mechanisms; (iii) to avoid any civil or criminal liability against SIAG or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to the .SKY Domain Policy; or, (v) to remedy any error in connection with a .SKY domain name registration; or (vi) as otherwise deemed necessary by SIAG in its sole discretion.

If any provision of this .SKY Domain Policy is held to be unenforceable, for any reason, then the unenforceable provision shall be severed, and the remainder of the provisions shall continue in full force and effect.

Domain Name Registration Rules

In order to submit a .SKY domain registration or renewal request you must complete and submit a written request using the Sky technology request system.

Once the above request has been submitted domain name registrations in the .SKY Top Level Domain follow a four-step process managed by SIAG or the Registrar or its agent: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; and (iv) Registration.

.SKY domain name registrations are available to eligible registrants for annual terms of between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .SKY Top Level Domain, they will be subject to any .SKY IDN registration pairing rules (as and when they are developed).

(i) Eligibility Confirmation

Only SIAG, its Affiliates, or Trademark Licensees who agree to be bound by the terms of the .SKY Domain Policy are eligible to register or use a .SKY domain name. .SKY domain names may not under any circumstances be registered or used by third parties other than SIAG, its Affiliates, or Trademark Licensees.

Prior to any .SKY domain name registration or renewal, and at any time during the registration life cycle, domain name registrations will be verified by SIAG for compliance with the .SKY Domain Policy including as to eligibility.

(ii) Naming Convention Check

.SKY domain names must meet the following conditions:

- a. must be available for registration
- b. must meet any technical protocols required by SIAG
- c. must be at least 1 character and no more than 63 characters long
- d. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these
- e. must start and end with an alphanumeric character, not a hyphen
- f. must not be a Reserved Name
- g. domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid Internationalized Domain Name in ASCII encoding (for example "xn--ndk061n").

(iii) Acceptable Use Review

By asking us to register or renew a .SKY domain name registration, you warrant and represent that your .SKY domain name registration does and will at all times comply with the .SKY Domain Policy.

Registration or renewal of a .SKY domain name is subject to SIAG's satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during a .SKY domain name registration.

(iv) Registration

Provided that the .SKY eligibility confirmation, naming convention check, and acceptable use review are satisfied, SIAG will provide a secure instruction per its internal domain management process to the

Registrar to proceed with the registration or renewal of your .SKY domain name.

At the conclusion of the registration period for your .SKY domain name, unless you have instructed the Registrar (with a copy to us) otherwise prior to the expiration of your .SKY domain name registration, the Registrar will renew your .SKY domain name registration on the basis of an agreed standing renewal order.

Acceptable Use

SIAG reserves the right to periodically review .SKY domain name registrations and uses for compliance with the .SKY Domain Policy. Without limitation, by registering a .SKY domain name, or by asking us to maintain or renew a .SKY domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trade mark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .SKY domain name does not and will not:
 - give rise to any morally objectionable or otherwise socially questionable conduct
 - violate any applicable laws or regulations
 - in any way harm the reputation or goals and operating principles of SIAG

You further agree that SIAG may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .SKY Domain Policy if your registration or use of a .SKY domain name violates the .SKY Domain Policy or applicable law, or otherwise violates standards of conduct deemed acceptable to SIAG.

By registering a .SKY domain name, or by asking us to maintain or renew a .SKY domain name registration, you agree to use any technical protocols required by SIAG in its sole discretion.

Any failure to comply with these acceptable use standards may be considered a breach of the .SKY Domain Policy and may, in SIAG's sole discretion, be grounds for the suspension, cancellation, or revocation of your .SKY domain name registration.

Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in the ICANN Registry Agreement applicable to the .SKY Top Level Domain, and in particular:
 1. the terms “example”, “www”, “rdds”, and “whois” at all levels, which at SIAG’s discretion shall be withheld from registration or allocated to SIAG or one of its Affiliates
 2. the term “nic”, at all levels, as this term shall be allocated to SIAG or one of its Affiliates for use in connection with the operation of the .SKY Top Level Domain
- b. any term reserved by SIAG from time to time in its sole discretion

Rapid Takedown Process

In furtherance of SIAG’s efforts aimed at abuse prevention and mitigation, or where it appears that a .SKY domain name is being used to threaten the stability or security of the .SKY Top Level Domain or is a part of a real-time investigation by law enforcement, SIAG may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by SIAG, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to SIAG on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of SIAG’s request, SIAG may place the subject domain name on “ServerHold” or any other status it deems necessary or appropriate. If SIAG determines that the subject domain name is being used to threaten the stability or security of the .SKY Top Level Domain or is a part of a real-time investigation by law enforcement, SIAG reserves the right to immediately remove the subject domain name from the zone, in which case SIAG will inform the Registrar of such action being taken.

Abuse Prevention and Mitigation

SIAG will not tolerate abusive or malicious conduct (including, but not limited to: illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal child sexual images, online sale or distribution of illegal items) in the .SKY Top Level Domain. In addition to any monitoring SIAG may undertake to prevent abusive or malicious conduct, SIAG has established an Abuse Point of Contact

for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .SKY Top Level Domain.

In the event of any suspected abusive or malicious conduct or violation of the .SKY Domain Policy or any applicable laws, SIAG may suspend or lock your domain name registration pending resolution of any such suspected violation. SIAG may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, SIAG may periodically conduct technical analyses to assess whether domain names in the .SKY Top Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets. If SIAG identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the registrar does not take immediate action, SIAG may suspend the domain name until the matter is resolved.

SIAG or its delegate may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

Abuse Point of Contact

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .SKY Top Level Domain should be directed to the .SKY Abuse Point of Contact. Complaints may also concern Whois information accuracy, or concerns that a domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trade mark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .SKY Abuse Point of Contact can be reached by email at: abuse@sky.com by mail at: SIAG, c/o .SKY Abuse Point of Contact, Grant Way, Isleworth, Middlesex, TW7 5QD, United Kingdom.

Data Protection & Privacy

By applying to register a .SKY domain name, or by asking us to maintain or renew a domain name registration, you agree that SIAG and its Affiliates may collect and use of your information in the way we describe in this section.

We may use any information you provide as part of your application, and any other information we hold about you including your IP address, to register or renew the domain name requested and perform associated administrative activities, which include providing your information to our service providers and ICANN. We may also use your information in the following ways:

- To monitor the accuracy of Whois data
- To monitor and improve our services and the Website
- We may share information with credit reference and fraud prevention agencies for use in credit decisions, and for fraud detection and prevention purposes. If false or inaccurate information is provided and fraud is identified, the details will be passed to fraud prevention and law enforcement agencies
- To enable us to comply with any legal or regulatory requirements; to protect or enforce our rights or the rights of any third party; in the detection and prevention of fraud and other crimes; and for the purpose of safeguarding national security
- We may disclose your information to any successors of our business for them to use for the purposes set out in this privacy notice

SIAG's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .SKY domain name registration; pursuant to its contractual obligations to ICANN SIAG may publish these contact details.

ICANN may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete Whois contact information.

We may transfer your personal information outside the European Economic Area, but will do so with appropriate measures and controls in place to protect that information, in accordance with applicable data protection laws and regulations.

Disputes

This .SKY Domain Policy and the Website are governed by English law. Disputes between you and SIAG shall be dealt with by the English courts.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

(i) UDRP

By registering a .SKY domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at:

www.icann.org/dndr/udrp/policy.htm.

The remedies available for a successful complaint under the UDRP are cancellation or transfer of the domain name to the UDRP filing complainant. In the event of a UDRP decision concerning a .SKY domain name, ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of the .SKY Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of the .SKY Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, SIAG will cancel the subject domain name registration. At SIAG's sole discretion, such cancelled domain name registration may be placed on a "reserved" list, or may be made available for registration under the terms of the .SKY Domain Policy.

(ii) URS

By registering a .SKY domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>

Trademark Claims

During the Trademark Claims Period, an attempt to register a domain name that is an Identical Match to a Trademark Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a registrant's confirmation that they have received and understood a Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trade mark rights listed in the Trademark Claims Notice, a request for registration will be managed by SIAG in accordance with the .SKY Domain Policy.

If, during the Trademark Claims Period, pursuant to the .SKY Domain Policy, a request to register a .SKY domain name which is an Identical Match to a Trademark Clearinghouse-validated mark is eligible and subsequently registered, SIAG or the Registrar will notify the relevant mark holders(s) of the registration.

For purposes of .SKY Trademark Claims during the Trademark Claims Period SIAG will recognise and honour all word marks that have been or are:

(i) nationally or regionally registered

(ii) court-validated or

(iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Trademark Clearinghouse for inclusion - for purposes of Trademark Claims no demonstration of use is required

Annex - Trademark Claims Notice

TRADEMARK NOTICE

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following *[number]* marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName>
Jurisdiction: <tmNotice:jurDesc>
Goods and Services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable: <tmNotice:classDesc>
Trademark Registrant: <tmNotice:holder>
TrademarkRegistrant Contact: <tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision
Number: UDRP
Provider:

- 2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable:

Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services:
International Class of Goods and Services or Equivalent if applicable:
Trademark

Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice,
see <link to informational page>.