



## **ACCEPTABLE USE AND TAKEDOWN POLICY**

This Acceptable Use and Takedown Policy ("Acceptable Use Policy") of Luxury Partners, LLC (the "Registry"), is to be read together with the Registration Agreement and words and phrases used in this Acceptable Use Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Acceptable Use Policy 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 Acceptable Use Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

### **Acceptable Use Overview**

All domain name registrants must act responsibly in their use of any .LUXURY domain or website hosted on any .LUXURY domain, and in accordance with this policy, ICANN rules and regulations, and applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, and intellectual property rights.

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

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

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

### **Notice of Violations**

The Registry may identify Acceptable 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. At its discretion, the Registry or its designee, through an automated system or otherwise,



may view any website hosted on a .LUXURY domain, for the purpose of identifying Acceptable Use Policy violations.

### **Prohibited actions**

Conduct in violation of this Acceptable Use Policy includes but is not limited to:

**Phishing**; attempting to defraud and defame Internet users via masquerading as a known website, with the intent to steal or expose credentials, money or identities.

**Domain Name or Domain Theft**: changing the registration of a domain name without the permission of its original registrant.

**Botnet Command and Control**: running services on a domain name to control a collection of compromised computers or “zombies,” or to direct Distributed Denial of Service attacks (“DDoS attacks”)

**Distribution of Malware**; the creation and/or distribution of “malicious” software designed to infiltrate a computer system, mobile device, software, operating infrastructure, and/or website, without the owner or authorized party’s consent. Malware includes, without limitation, computer viruses, worms, keyloggers and trojan horses.

**Fast Flux Attacks / Hosting**: the sheltering of phishing, pharming and malware sites and networks from detection, and the frustration of methods employed to defend against such practices, whereby the IP addresses associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find.

**Hacking**; the attempt to gain unauthorized access (or exceed the level of authorized access) to a computer, information system, user account or profile, database, or security system.

**Pharming**; the redirecting of Internet users to websites other than those the user intends to visit, usually through, but not limited to, unauthorized changes to the Hosts file on a victim’s computer or DNS records in DNS servers, or DNS hijacking or 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.

**Piracy**: the unlicensed publication, display and/or dissemination of any material that infringes the copyrights of any person.

**Counterfeiting**: the sale and advertising of illegal goods, including without limitations, goods that infringe the trademarks of any party.



**Child Pornography;** the storage, publication, display and/or dissemination of pornographic materials depicting individuals under the legal age in the relevant jurisdiction. Alternatively, no website hosted on any .LUXURY domain may be used in a way as to mislead or deceive minors into viewing sexually explicit materials, whether in violation of a governing law or otherwise.

Further abusive behaviors include, but are not limited to: cybersquatting, front-running, gripe sites, deceptive and/or offensive domain names, fake renewal notices, cross-gTLD registration scam, name spinning, pay-per-click, traffic diversion, false affiliation, domain kiting/tasting, fast-flux, 419 scams or if the domain name is being used in a manner that appears to threaten the stability, integrity or security of the Registry, or any of its Registrar partners and/or that may put the safety and security of any registrant or user at risk.

### **Abuse Point of Contact**

All complaints should be addressed to: [abuse@dotluxury.com](mailto:abuse@dotluxury.com)

### **Policy Purposes**

The Registry reserves the right, in its sole discretion and without notice to any other party, to take appropriate actions (whether administrative, operational or otherwise) to:

- Protect the integrity and stability of the Registry;
- Comply with any applicable laws, government rules or requirements, ICANN regulations, requests of law enforcement, or any dispute resolution process;
- Avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees;
- Comply with the terms of the registration agreement, the Registry-Registrar Agreement, the Registry Agreement, or any other binding commitments, whether written or otherwise;
- Correct mistakes made by the Registry or any Registrar in connection with a domain name registration;
- Allow for the resolution of a dispute of any sort whether or not the dispute appears to be unmerited or unsubstantiated;
- Respond to complaints of abusive behavior on websites hosted on .LUXURY domains; or
- Otherwise implement the Acceptable Use Policy.

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

To enforce this Acceptable 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:

# .LUXURY

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

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

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

## **Dispute Resolution Alternatives**

The Registry is not bound to adjudicate any dispute between parties and cannot and does not accept any responsibility for any loss or damage a domain name registrant or anyone else may suffer as a result of any action or omission by us or by anyone else under this Acceptable Use Policy.

Any abuse-related issues with which the Registry is unable to assist should be resolved through an appropriate dispute resolution forum. In such circumstance, the Registry will act following provision of:

- The final determination of an internationally recognized dispute resolution body or a court of law, resolving the inter-party dispute or otherwise mandating the Registry's action;



- Any requirement of ICANN or other recognized authority which demands action or response; or
- In the case of a wrongful transfer of a domain name, a registrant may also provide written agreement of the Registrar of record and the gaining Registrar sent by email, letter or fax that the transfer was made by mistake or procedural error or was unauthorized.

All notices under this section should be served by mail to:

Freund & Brackey LLP  
427 North Camden Drive  
Beverly Hills, CA 90210 USA  
Attn: .LUXURY Compliance

Anyone acting under this section is responsible for all costs, fees, damages and other expenses relating to any such action, including any actions the Registry is required to take.

### **Disqualification of Registrants.**

Registrants, their agents or affiliates, determined by the Registry, in its sole discretion, to have repeatedly engaged in abusive, malicious or illegal conduct may be disqualified from maintaining any registrations or making future registrations of .LUXURY domain names.

In addition, name servers that are found to be associated with fraudulent registrations may be added to a local blacklist and any existing or new registration that uses such fraudulent NS record may be investigated.

Following disqualification of a registrant, the Registry may cause such registrant's .LUXURY domain names to resolve to a page noting that the domains have been disabled for abuse-related reasons.



## **DATA PROTECTION AND PRIVACY POLICY**

This Data Protection and Privacy Policy ("Policy") of Luxury Partners LLC (the "Registry") is to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

### **Disclaimer**

By registering or reserving a .LUXURY domain name, or visiting a website owned or operated by the Registry ("Registry Website"), you consent to the collection, use, processing, transfer and/or disclosure of information of information about you in accordance with the terms of this Policy.

If you are visiting a website hosted on .LUXURY 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. (All information collected by the Registry pursuant to this Policy shall be referred to herein as "Registrant Data")

The Registry may use agents and contractors in order to help operate the Registry or its Registry Websites, 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 Data**

The Registry will collect all registrant data required by Specification 4 of the Registry Agreement with ICANN (the "Required Data"). The Required Data will be provided to the Registry by your domain registrar for the purpose of operating the Registry's WHOIS directory.

The Registry may contact you, via a request for information form or otherwise, to collect information the Registry, in its sole discretion, deems necessary for the operation of the Registry, the Registry Websites, and any related services. The Registry may also collect information that you directly provide on any Registry Websites, including when you submit a question or comment, request to receive updates from the Registry, or



submit information regarding your interest in a .LUXURY domain name.

If you are an individual, the Registrant Data may include personal details which you may consider sensitive and from which you may be personally identifiable ("Personal Details").

### **Use of Data**

The Registry will use Registrant Data, including without limitation Personal Details, for purposes of the Thick WHOIS directory, which will be in the global public domain.

The Registry will provide Registrant Data, as necessary, to its service providers who provide legal, accounting, delivery, installation, systems support, Trademark Clearinghouse and directory services on its behalf. The Registry may also use Registrant Data to operate and improve those websites owned or operated by the Registry, to fulfill your requests and respond to your inquiries, and to personalize the content and advertisements seen on those Registry Websites.

The Registry will also offer Registrant Data to ICANN and under a zone file access request in accordance with Specification 4 of the Registry Agreement or other zone file access policies.

The Registry may provide Registrant Data to third parties who provide ancillary services on its behalf, such as, but not limited to, processing credit card payments, serving advertisements, conducting contests or surveys, performing analyses of our products or customer demographics, shipping of goods or services, and CRM.

The Registry will only share the Registrant Data necessary for a third party to provide the requested service. Third parties will be prohibited from retaining, sharing, storing or using your personally identifiable information for any secondary purposes. Third parties will also be obligated to use Registrant Data for lawful purposes only. However, these third parties may use cookies and action tags to measure advertising effectiveness on an anonymous basis.

*The Registry will not disclose confidential age-related information, credit card information, or other supplemental Personal Details to the public.*

However, the Registry cannot control the use made by third parties of WHOIS data, which is in the public domain and is searchable globally. The Registry disclaims all liability for any misuse of the WHOIS data made by a third party.

The Registry will also provide Registrant Data to third parties when obligated by applicable law. It may also provide such information where legal action is proceeding or contemplated or as requested by law enforcement.





The Registry may also use Registrant Data, from time to time, for statistical analysis or other business purposes

### **Correcting Data**

The Registry will accept Registrant Data from your domain registrar. In the case that you wish to access, update, and correct, rectify or delete your Personal Details, please contact such relevant registrar.

In case that the registrar fails to take appropriate action within the timelines it specifies, you may contact the Registry directly via its contact email address: [legal@dotluxury.com](mailto:legal@dotluxury.com).

Please note that deactivation of your account with a registrar does not mean your Registrant Data has been deleted from the Registry's database. The Registry may need to retain and use your Registrant Data for a variety of purposes, including compliance with legal obligations, and to resolve disputes or enforce agreements.

### **Security and Unauthorized Access Prevention**

The Registry's technical infrastructure contains reasonable security measures to protect the Registrant Data, 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 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 .LUXURY 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 .LUXURY TLD. In addition, all websites hosted on a .LUXURY 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 Acceptable Use and Takedown Policy.

### **California Privacy Rights**

California privacy law allows California residents to obtain specific disclosures about a business's privacy practices if it shares information with other companies for direct marketing purposes. To make a request to the Registry under California's privacy law, please send an email to the Registry at [privacy@dotluxury.com](mailto:privacy@dotluxury.com).





## **SUNRISE POLICY**

The Sunrise Policy ("Policy") of Luxury Partners, LLC (the "Registry") is to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

### **Sunrise Overview**

Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse ("Trademark Holder") to notify the Registry of its trademark.

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

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

Multiple Trademark Holders with rights to a trademark term that have applied for the same domain name will settle the contention through an auction, as more fully described below.

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

The Registry will implement a sixty (60) day end-date Sunrise, in which domain names will be allocated at the conclusion of the sixty-day period.

### **Sunrise Eligibility**

The Registry will abide by all policies and procedures adopted by the TMCH. The TMCH will maintain Sunrise Eligibility Requirements [<http://trademark-clearinghouse.com/content/who-can-apply>], and validate and authenticate marks as



applicable. The Registry will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names.

## **Fees**

Fees that may be collected during Sunrise include:

- Sunrise Domain Registration Fee
- Winning auction bid

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

## **Auctions**

If multiple Trademark Holders apply to register an identical domain name during Sunrise, conflicting applications will be settled by an auction conducted by the Registry's third-party auction provider. However, parties are not obliged to participate in an auction; they may choose instead to withdraw the Sunrise application or privately resolve their contending applications.

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

For full auction rules see [www.namejet.com](http://www.namejet.com).

The outcome of any auction shall be deemed final and binding upon the parties. A party that either loses an auction or withdraws its Sunrise application shall receive a refund of the Sunrise domain registration fee.

## **Sunrise Dispute Resolution**

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

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

In the event of a dispute beyond the scope of the dispute resolution procedures discussed in this Policy (auction, TMCH, etc.), such dispute shall be resolved in accordance with the Registry's Sunrise Dispute Resolution Policy and administered by



the National Arbitration Forum. The Registry will act in accordance with any binding notice of a relevant court order or arbitration award

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



## **.LUXURY Sunrise Dispute Resolution Policy**

This Sunrise Dispute Resolution Policy (the “SDRP”) of Luxury Partners, LLC (the “Registry”) is to be read together with the Registration Agreement. This SDRP is effective as of December 2, 2013. An SDRP Complaint may be filed against a domain name registered during the .LUXURY TLD sunrise period, until June 14, 2014.

### **1. Purpose**

Domain names in the .LUXURY 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 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-Trademarks<sup>1</sup>**

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;<sup>2</sup> or
- 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.

#### **b. SDRP Effective Dates.**

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<sup>1</sup> 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.

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

Any SDRP claim brought under this Policy for domain names registered in the .LUXURY TLD shall be brought before June 14, 2014.

### **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, either as a regular or defensive/blocking registrant, 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.<sup>3</sup> 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.

#### **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 Registry<sup>4</sup> will wait ten (10) business days after communication of the decision before

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

<sup>4</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

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.

**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 MoU with the Registry. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;<sup>5</sup> 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.

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<sup>5</sup> The Forum may correct typographical errors without notice.



## **LANDRUSH POLICY**

The Landrush Policy ("Policy") of Luxury Partners LLC (the "Registry") is to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

### **Landrush Overview**

Landrush is a limited-time opportunity for those who don't qualify for Sunrise, but want to secure a valued .LUXURY domain name, and avoid first come, first served General Availability. Landrush is open to members of the general public and there are no qualification requirements needed to participate in this phase.

Landrush will run for approximately thirty (30) days, immediately following the conclusion of the Sunrise period. During this limited period, anyone may apply for .LUXURY domain names, as an expression of interest. This phase is designed to offer any potential registrant the opportunity to obtain a desired domain name.

At the end of the Landrush period, those .LUXURY domain names with a single eligible applicant will be automatically allocated to such sole applicant. However, those .LUXURY domain names with more than one eligible applicant will proceed to a closed auction between the competing parties.

### **Scope and Eligibility**

You may submit applications, in the form provided by registrars, for any available .LUXURY domain names, meaning domain names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Landrush period. As part of the Landrush application, the Registry may request certain information about you, including without limitation, name and contact information.

In order to be eligible to register .LUXURY domain names during Landrush, you must, identify your desired domain name, submit a complete application, and remit the application fee and registration fee, as more fully described below, within the specified Landrush time frame.



## **Allocation**

The Landrush available names will be allocated as follows:

(a) At the end of the Landrush period, the Registry will approve Landrush applications for an available name submitted by an eligible applicant that is the only applicant in the Landrush process to request the specified domain name;

(b) At the end of the Landrush period, if more than one Landrush application is received for the same available name, the requests will be submitted to the Registry's third-party auction provider, who conduct an auction to determine which applicant will be permitted to register the contested .LUXURY domain name.

Domain names awarded to eligible uncontested applicants will be permitted to resolve following conclusion of the Landrush period, and concurrent with the launch of General Availability. Domain names awarded to the prevailing party in a Landrush Auction will be permitted to resolve pursuant to the auction rules, as more fully described below.

## **Fees**

Fees that may be collected during Landrush include:

- Landrush domain registration fee – Varies per registrar
- Non-Refundable application fee – \$200
- Winning Auction bid

The renewal price for domain names registered during Landrush will match the Landrush domain registration fee. The Registry may adjust the renewal price with ninety (90) days' notice. You may renew the domain at the price of the Landrush domain registration fee during the ninety (90) day notice period.

## **Auctions**

As mentioned above, if multiple applicants apply to register an identical domain name during Landrush, conflicting applications will be settled by an auction conducted by the Registry's third-party auction provider. However, you are not obliged to participate in an auction; instead, you may chose to withdraw your Landrush application or privately resolve the contending applications.

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

For full auction rules see [www.namejet.com](http://www.namejet.com).



The outcome of any auction shall be deemed final and binding upon the parties. A party that either loses an auction or withdraws its Landrush application shall receive a refund of the Landrush domain registration fee. However, the application fee is non-refundable.



## **RESERVED AND RESTRICTED NAMES POLICY**

This Reserved and Restricted Names Policy ("Policy") of Luxury Partners LLC (the "Registry") is to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

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. This Reserved List of domain names shall generally consists of:

1. Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry's strategic partners;
2. Names Reserved following ICANN requirements such as, but not limited to, Specification 5 of the New gTLD Registry Agreement; and
3. Names that are temporarily unavailable due to processing delays from Sunrise or Landrush registrations, or for other reasons.



## **WHOIS Policy**

This WHOIS Policy ("Policy") of Luxury Partners LLC (the "Registry") is to be read together with the Registration Agreement and words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this Policy shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry's website and such amendments shall be binding upon the domain name registrant.

### **Thick WHOIS**

The Registry will include a thick WHOIS database both accessible on port 43 as well as on port 80 (http) as required in Specification 4 of the Registry's ICANN Registry Agreement ("Registry Agreement").

The WHOIS service is a standard feature of domain name systems, and offers domain name and registrant data available for members of the public to view or use. WHOIS comprises the record associated with a specified domain name. The purpose of the WHOIS service is to allow users to query a domain name to find out the identity and/or contact details of the registrant.

### **ICANN requirements**

The WHOIS data will be held by the Registry in accordance with its Registry Agreement.

The Registry will also comply with all the security, WHOIS, and privacy requirements required by ICANN whether in the Consensus or Temporary Policies (as defined in the Registry Agreement) or elsewhere.

*Where there is a conflict in your agreement with a registrar, or a registrar's agreement with the Registry, and any ICANN requirement on data, WHOIS and privacy, whether or not in force at the date of the respective agreement, the ICANN requirement will prevail.*

### **Safeguarding security and privacy**

Upon registration of a domain name and formation of an agreement between you and either the Registry or a registrar, the Registry may collect and utilize



information and other data required to operate the Domain Name system ("DNS") or as otherwise required by ICANN.

The Registry will take reasonable steps to maintain the security and privacy of information or data that it may collect in connection with the planned function and usage of domain names.

The Registry will comply with all confidentiality and security regulations in its jurisdiction of residence. The Registry has further ensured that its suppliers will take all reasonable measures to maintain the security and privacy of information collected from the Registry.

The WHOIS policy requires certain personal details to be published in the public domain. You may utilize a proxy registration service to protect your privacy, or for any other legitimate purpose.

### **Conditions for Registrars Offering Proxy Services**

In the event that registrars elect to offer such services, registrars must ensure that the actual WHOIS data is obtained from the registrant and must maintain accurate records of such data.

### **Law Enforcement**

Where a proxy is used, registrars must provide law enforcement agencies ("LEA") with the actual WHOIS data upon receipt of a verified request.

You should be aware that despite using a proxy registration service, *actual WHOIS information will be provided to LEA* upon request in order to establish liability for all actions in relation to a domain name.

In addition, where a domain name is removed from the root zone, the domain name record may still appear in the gTLD WHOIS database so that the name and entities can be investigated by LEA should they elect to become involved.

### **The Registry's efforts to promote WHOIS Accuracy**

The Registry or its outsourced service providers may occasionally review, at their discretion, a random sampling of domain names within .LUXURY to test the accuracy and authenticity of the WHOIS information.

The Registry may examine the WHOIS data for evidence of inaccurate or incomplete WHOIS information. If such errors or missing information exists, notice shall be forwarded to the relevant registrar, who shall be required to address these deficiencies with the relevant registrants.





### **Efforts to improve WHOIS Accuracy**

You are required to provide accurate WHOIS contact details, and to keep those details current.

Registrars are obliged to obtain accurate WHOIS information from all registrants and to submit this data to the Registry for information for all domain names they sponsor.

Pursuant to all ICANN and Registry policies, you may access the WHOIS information at any time, and make amendments where errors exist or to maintain accuracy.

You must immediately update WHOIS information following any change in name, address, e-mail address, telephone, fax numbers or other required data. An omission or delay in amending such information or informing the Registry of such changes may result in locking or seizure of your domain name(s).

### **Correcting errors**

Your first point of contact for correcting any WHOIS error is the registrar. The registrar is obligated to accept written complaints from a registrant or any third party regarding false and/or inaccurate WHOIS data, which the registrar is required to investigate and correct in accordance with its guidelines.

If you feel that your issue has not been dealt with under the registrar's procedures, please read the Registry's Acceptable Use and Takedown Policy. If you feel that there has been an abuse, please submit a complaint directly to the Registry at [abuse@dotluxury.com](mailto:abuse@dotluxury.com).



## WHOIS Terms of Service

Access to .LUXURY WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the .LUXURY Registry database. The data in this record is provided by the Registry for informational purposes only, and the Registry does not guarantee its accuracy. This service is intended only for query-based access. You agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to:

(a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or

(b) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, its registry service provider, or a registrar, except as reasonably necessary to register domain names or modify existing registrations.

The Registry reserves the right to modify these terms of service at any time and for any reason. By submitting WHOIS queries on [www.whois.luxury](http://www.whois.luxury), you agree to abide by this policy.