

# .moe Launch Plan

Last Update: April 07, 2014

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Interlink Co., Ltd.

The logo for the .moe top-level domain, featuring the characters ".moe" in a bold, rounded, pink font.

## Introduction & Purpose

This Launch Plan has been developed to describe the Launch Program and Policies for the .moe Top Level Domain ("TLD") by Interlink Co., Ltd. ("Registry Operator").

The TLD launch will consist of a number of different launch periods. Internet users wishing to purchase names under the TLD, or Registrars wishing to offer the TLD to its users, will find the information and requirements for each launch period within this packed of documents.

## Overview

The Registry Operator will launch the TLD with the following registration periods:

- Sunrise Period
- Pioneers Program
- Landrush Period
- General Availability

This packet of documents defines each launch period by describing the terms by which eligible parties may submit an Application during the Launch of the TLD and the manner in which Applications will be processed, validated, and allocated by the Registry.

Documents included in the Launch Plan are as follows:

- Sunrise Registration Policy
- Sunrise Dispute Resolution Policy
- Pioneers Program
- Landrush and Claims Period
- General Availability Launch Description
- Auction Dispute Resolution Policy
- Registration Terms and Conditions

Information regarding the Registry Operators Pioneer Program and General Availability of the .moe TLD can be found below.

## Launch Schedule

The launch periods for .moe are scheduled as follows:

| Launch Phase                | Length  | Claims Period | Start Date/Time (UTC)          | End Date/Time (UTC)           |
|-----------------------------|---------|---------------|--------------------------------|-------------------------------|
| <b>Sunrise</b>              | 31 Days | No            | May 13, 2014.<br>02:00:00 UTC  | June 13, 2014<br>15:00:00 UTC |
| <b>Landrush</b>             | 31 Days | Yes           | June 17, 2014.<br>15:00:00 UTC | July 18, 2014<br>15:00:00 UTC |
| <b>General Availability</b> | N/A     | Yes           | July 22, 2014<br>02:00:00 UTC  |                               |

Note Regarding the Claims Period: The Registry will operate the claims period starting with Landrush Period. The Claims Period will extend for 90 days after the start of General Availability registrations.

\* Registry Operator reserves the right to make changes to launch dates/times. Any changes will be sent to ICANN, the Trademark Clearinghouse and parties contracted with the Registry within a sufficient timeframe.

## DEFINITIONS

The following definitions pertain to the Launch Plan in its entirety.

**“ASCII”** the American standard code for information interchange.

**“Allocation”** the method by which a domain name is created and assigned to an Applicant.

**“Applicant”** a natural person, company, or organization submitting a Sunrise, Pioneers Program, or Landrush Application for a domain name in the TLD.

**“Application”** the complete and technically correct request for a domain name, which complies with this plan, policies and any other policy issued by Registry Operator, ICANN or contracted third parties with Registry Operator to perform or support registry related functions.

**“Auction Provider”** refers to the third party or parties that Registry Operator has engaged to provide auction related services.

**“Claims Notice”** a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

**“Claims Services”** the services that collectively provide Applicants with a Claims Notice, and Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

**“Claims Period”** any period during which the Claims Services are provided. Complainant is a person (legal or natural) who makes a complaint under this Plan.

**“Domain Name”** means a domain name in and maintained by the Registry Operator's database consisting of at least the Domain Name Label and TLD together, separated by a dot (e.g., “example.moe”).

**“Domain Name Label”** means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name “example.moe”, “second” is the label).

**“General Availability”** the point in time in which the TLD enters a normal state of operations. Requests to register a domain name may be received from any

eligible party on a first come, first served basis through an ICANN Accredited Registrar which has executed the 2013 Registrar Accreditation Agreement.

**“IDN”** Internationalized Domain Name. Registry Operator is authorized, in its Registry Agreement with ICANN to offer second level domain name registration in the Japanese Language.

**“ICANN”** the Internet Corporation for Assigned Names and Numbers, its successors or designees.

**“ICANN Registry Agreement Date”** refers to the date on which Registry Operator executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 13 November 2013.

**“Label”** a string of characters used to form part of a domain name.

**“Landrush Period”** a Limited Registration Period, or Launch Period, which takes place after the Sunrise Period in which any interested party will be permitted to submit one or more applications to purchase high value domains before the TLD enters General Availability.

**“Launch Period”** the Sunrise Period, Pioneers Program, and the Landrush Period described in this document. Does not include General Availability.

**“Pioneers Program”** A registration period where certain reserved domain names may be allocated to third parties after the Sunrise Period.

**“Registrar”** means a Domain Name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry Operator for the TLD.

**“Registry Operator”** means the .moe Top Level Domain owned and operated by Interlink Co., Ltd.

**“Registry Website”** refers to [www.nic.moe](http://www.nic.moe) and/or other TLD-specific URL directed from such website.

**“Registry Services”** are: (a) those services that are both (i) operations of the .moe registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry Operator for the Registry TLD as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only an Registry Operator is capable of providing, by reason of its designation as

the Registry Operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

**“SMD File”** the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period and signifies that the TMCH has verified that the trademark contained in the SMD File meets the requirements for inclusion in the TMCH in accordance with TMCH Guidelines in force at the time when a complaint under this Plan is filed.

**“Sunrise Application”** means the non-transferrable, complete, technically correct request for a Domain Name Registration submitted by a Registrar to the Registry during Sunrise.

**“Sunrise Dispute Resolution Process Provider”** is the dispute resolution provider appointed by Registry Operator to administer resolution of disputes arising under this Plan is the National Arbitration Forum (“NAF”) and their applicable policies are located at <http://adrforum.com>, and are incorporated by reference herein.

**“Sunrise-Eligible Rights Holders”** means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this Plan.

**“Sunrise Eligibility Requirements”** means the requirements outlined in this Plan that an Applicant must meet to participate in the Sunrise Period. Sunrise Registration means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

**“Sunrise Period”** the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a Domain Name in the TLD prior to any other launch period.

**“TLD”** means Top Level Domain and for the purpose of this Plan the TLD shall be .moe.

**“TMCH”** the Trademark Clearinghouse. The mechanism made available for the validation and database management of rights protected terms, typically trademarks. See ([http:// www.trademark-clearinghouse.com](http://www.trademark-clearinghouse.com)).

**“TMCH Guidelines”** are the guidelines published by the TMCH for mark holders and agents to inform them about the eligibility requirements for inclusion of marks in the TMCH and participation in sunrise services (currently found at <http://www.trademark-clearinghouse.com>).

**“TMCH Sunrise and Claims Operator”** means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

**“Trademark Clearinghouse”** and **“TMCH”** the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.

**“Trademark Holder”** holders of trademarks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

**“Trademark Match”** refers to a Label that is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

**“Trademark Record”** a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

**“Validated Mark”** a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

**“We, us and our”** refers to the Interlink Co., Ltd the Registry Operator and owner of the .moe Top-Level Domain and/or our designated representatives.

## **Sunrise Registration Policy**

Interlink Co., Ltd., (“Registry”) is committed to ensuring that all rights holders have adequate protections for their intellectual property assets. Therefore, the Registry will provide a 30-day notice and implement, at minimum, a 30-day Sunrise Period. This Policy (“Policy”) defines the registration policies and eligibility requirements for registrations Sunrise Period.

The Sunrise process provides Trademark Holders with the first right to register domain names matching their registered marks in the TLD before the Registry offers registrations to the general public. The overall purpose and goal of the Sunrise Registration Period is to ensure that Trademark Holders secure their brand names in an equitable fashion to strengthen their online presence by making use of a .moe name. The Registry will strictly follow and implement all guidelines set forth by ICANN and the Trademark Clearinghouse (“TMCH”).

During the Sunrise Period, only SMD File holders (or their agents) are allowed to submit Sunrise Application(s). Successful Sunrise Registration(s) will be allocated to trademark holders on a first come, first served basis.

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, the name will be available to be in Landrush or General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

## **Available Sunrise Registration Periods:**

Sunrise Period Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

## **Sunrise Eligibility**

Each Sunrise Applicant (“Applicant”) must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected by the Registry.

## **Domain Name Label Requirements:**

Registry Operator, via Registry Service Provider, will not accept a Sunrise Application unless the applied-for Domain Name meets the applicable requirements as defined in RFC 1035 and RFC 1123, including the following technical and syntax requirements. The Domain Name Label must:

- if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website);
- not begin or end with a hyphen;
- not exceed 63 characters;
- contains at least one character; and
- not contain hyphens, except where two consecutive hyphens (-) are used in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection (b) above.

## **Application Process:**

The following process applies to Sunrise Applications:

SMD Files submitted with Sunrise Applications are validated by Registry Operator, via Neustar, Inc.'s ("Registry Service Provider") systems.

Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator, via the Registry Service Provider.

Domain Names will be allocated to the Applicant, after the Sunrise Period ends, for which valid Sunrise Application(s) have been received, that:

- (1) meet the Sunrise Registration eligibility criteria described herein; and
- (2) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement.

## **Sunrise Allocation:**

Unless otherwise stated in this Policy, the Registry Operator, via the Registry Service Provider, will allocate a Domain Name if:

- The Domain Name Label meets the requirements set out below;
- The Domain Name Label and the information contained in the Registrar's request meet the requirements in the Registrar Terms and Conditions;
- The Domain Name Label is available; and
- The Registrar is in good standing with the Registry.

### ***Note Regarding SLD Blocked Domains:***

Applications will be accepted for domain names appearing on the SLD block list and are subject to the terms contained in this Sunrise Period policy. For all domains registered that appear on the SLD block list, the domain name(s) will not resolve on the Internet until such time ICANN removes such prohibitions. Should ICANN fail to remove such SLD block list prohibitions, the Registry Operator will notify the sponsoring Registrar(s) and provide a full refund of the registration fee(s) paid.

## **Fees**

Fees that may be collected during Sunrise include:

- Sunrise Domain Registration Fee



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

### **Sunrise Applicant Notifications**

Notification to Sunrise applicants will be as follows:

- The Registry will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
- The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.
- The Registry Operator may also publish all or any portion of a pending Sunrise Application online (e.g., via Whois)

### **Registry's Rights**

The Registry shall be entitled, but not obligated, to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

- To enforce Registry policies and ICANN Requirements, each as amended from time to time;
- That is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
- To protect the integrity and stability of the operation or management of the Registry;
- To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- If the Registry receives notice that the SMD File is under dispute; or
- As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.

## Sunrise Dispute Resolution Policy

Interlink Co., Ltd., (“Registry”) is committed to ensuring that all rights holders have adequate protections for their intellectual property assets. This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is effective as of March 1, 2014. An SDRP Complaint may be filed against a domain name registered in the .MOE TLD during its sunrise period, until 90 days after the close of the sunrise period.

### 1. Purpose

Domain names in the .MOE 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 one or more of 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

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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.

- 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.**

Any SDRP claim brought under this Policy for domain names registered in the .moe TLD shall be brought before 90 days after the close of the sunrise period.

### **3. Evidence and Defenses**

#### **a. Evidence**

Panelists will review the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility 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 an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

### **5. Procedure**

#### **a. Dispute Resolution Provider / Selection of Procedure**

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

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.

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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.

## **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 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.

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

## **8. Relation To Other Dispute Resolution Policies**

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

## **9. Effect of Other Proceedings**

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

## **10. SDRP Modifications**

The Registry reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Forum. 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.

## **Pioneers Program**

Registry Operator may choose to offer Pioneers Program. This program is an important opportunity designed to help qualified companies, community groups, cultural organizations and business associations proactively develop and use their domain name prior to public launch of general availability.

All domain name registered during this period shall be registered through an ICANN-Accredited Registrar and will be included in ICANN’s mandatory trademark claims process.

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

## Landrush and Claims Period

Interlink Co., Ltd. (“Registry”) will offer a Landrush period in which any interested party will be permitted to submit one or more applications to purchase high value domains. Only domain names that remain available after Sunrise and have not been reserved or otherwise restricted will be available for this launch period.

The Landrush Period, which will be made available to any eligible Applicant and will last for a minimum of twenty (20) days. Only domain names that have not been reserved or restricted previously will be available for this launch period. Applications in the landrush period will be accepted throughout the period and will be considered as accepted at the same time.

### Notice and Duration

The Landrush Period will last for a minimum of twenty (20) days. The Registry Operator reserves the right to extend the Landrush Period and/or Claims Period duration if appropriate. In the event of an extension, the Registry will post such notice on the Registry website.

### Notification and Allocation

At the end of the Landrush Period, the Registry will notify Registrars that sponsored Landrush Application about the status of the submitted applications.

Domain names for applications that do not have any competing applications will be approved and allocated. Applications for domain names having one or more competing applications will be auctioned at a prescribed date and time via the Registry’s authorized Auction Provider, the rules for which will be published on the Registry’s site prior to any auctions taking place.

Unless otherwise stated in this Policy, the Registry Operator, via the Registry’s Technical Service Provider and Auction Provider, will allocate a Domain Name if:

- The Domain Name Label meets the requirements set out below;
- The Domain Name Label and the information contained in the Registrar’s request meet the requirements in the Registrar’s Terms and Conditions;
- The Domain Name Label is available; and
- The Registrar is in good standing with the Registry.

The term for a domain name allocated as a result of the Landrush period is one (1) year.

## **Claims Period**

In order to meet ICANN's requirements, Claims Periods will operate at certain stages during our Launch Program for the TLD, namely:

- the full duration of the landrush period;
- and the first 90 days after the commencement of the General Availability Period.

Throughout the time when a Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that Label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

## **General Availability**

General Availability signifies the first day that domain names under the .moe TLD become available after to the general public. This period will start after the Landrush period ends and will continue indefinitely. Domain names will be registered on a first come-first served basis, and will be allocated by ICANN accredited registrars in good standing under the 2013 Registrar Accreditation Agreement. In order to determine which potential registrant is the first registrant, the timestamp in the registry system shall be used, to the exclusion of all other time stamps.

## **Auction Dispute Resolution Policy**

Interlink Co., Ltd. has engaged Pool.com to provide an auction platform for .moe domain names to provide a mechanism through which competing applications for a second level domain in their new gTLD may be resolved. This Policy details the mechanism by which the results of an auction conducted by Pool.com for domain names in the TLD may be challenged.

### **1. Purpose**

Pool.com provides a Pool Auction Platform for .moe ("TLD") to provide a mechanism through which competing applications for a second level domain in their new gTLD may be resolved. This Auction Dispute Resolution Policy provides the mechanism by which the results of an auction conducted by Pool.com for domain names in the TLD may be challenged on the basis of the published Auction Rules or in the event of an alleged technical failure of the Pool Auction Platform. This Policy is incorporated by reference into the Registration



Agreement and is effective upon the end of the TLD Sunrise Period (or TLD Landrush Period as applicable).

In accordance with section 13 of the Pool.com General Terms and Conditions which can be found at the following link <http://pool.com/terms.aspx>, Pool.com will not participate in any way in any dispute between its customers or users and any party other than Pool.com regarding the use of the Pool Auction Platform. Customers or users will not name Pool.com as a party or otherwise include Pool.com in any such proceeding. In the event that Pool.com is named as a party in a proceeding, Pool.com reserves the right to utilize any and all defenses available to it and to take any further action that is deemed necessary to defend itself.

## **2. Standing**

A challenge to the results of an auction in the TLD conducted by Pool.com in accordance with this Policy (“a Challenge”) will only be accepted from an auction participant. To initiate a Challenge, an auction participant must submit its request by email to [legal@pool.com](mailto:legal@pool.com). Such request must originate from the email address associated with the auction participant’s auction account and must be submitted for consideration no later than 1 business day (based in Ottawa, Ontario, Canada) after the closing of the auction in question.

## **3. Information to be provided**

If an auction participant believes that an auction has not been executed in accordance with the published Auction Rules, it needs to provide the following information:

1. The domain name subject of the auction to which the request relates
2. Their specific bidderID used in the auction
3. The specific provision in the Auction Rules alleged to have been violated and evidence supporting that assertion.
4. To what extent the Complainant believes the alleged violation was material to the auction results.
5. In the event that the alleged complaint relates to a technical failure of the Pool Auction Platform, the specific times where access was denied and any evidence that can support that assertion.

Potential complainants are encouraged to review the Auction Rules in detail prior to submitting a complaint.

## **4. Review**

On receipt of the Challenge, Pool.com will conduct an administrative review to ascertain whether the Challenge contains the necessary and sufficient data required to issue a determination and is otherwise in compliance with the requirements of this Policy. Pool.com will acknowledge receipt of the Challenge within 1 business day (based in Ottawa, Ontario Canada). If the challenge is

deemed to be administratively incomplete, such acknowledgement will include an explanation for same and the Complainant is entitled to correct any errors and/or omissions and resubmit the Challenge. If (once) the Challenge is administratively complete, the Complainant will be charged the fee (see below) on the credit card associated with the Complainants auction account. The Challenge will then be subject to a substantive review. The substantive review will examine all aspects of the Challenge and will provide the complainant with a written determination within 5 business days (based in Ottawa, Ontario Canada) following completion of the administrative review.

## **5. Determinations and Remedies**

In all cases, the only determinations and subsequent remedies available under this Policy are: 1) the auction results are confirmed as correct and stand; or 2) the auction results are confirmed as incorrect in which case the auction will be re-scheduled.

The written determinations provided to the complainant will include the Auction History (as provided to all auction participants through the Pool Auction Platform) along with a commentary by the reviewer of each step. Included with the commentary will be a declaration of how that specific bid activity is/is not consistent with the Auction Rules.

## **6. Inapplicable Disputes**

This Policy is not intended to resolve any issue outside of the scope of the published Auction Rules. These could include but are not limited to:  
A process to dispute domain registration eligibility. If you believe a winning bidder is not eligible to register the domain name in question then you should refer to the Registry's website for information on what, if any, dispute resolution processes are available to you.

Missed opportunity to bid. Auction participants are provided ample notification of auction scheduling and through the proxy bidding capability of the auction platform can easily submit their max bid which the system will manage accordingly. In the event a participant's max bid is outbid, the losing participant will be notified by email and will have at least 24 hours in which to place a new maximum bid.

No access to bidding platform. It is the auction participant's responsibility to make sure that throughout the auction they have access to an internet workstation with sufficient capacity and connectivity to access the Pool Auction Platform for the TLD. As stated previously, a participant need only access the Pool Auction Platform once to place their max bid which will be treated as a proxy bid by the system.

Misunderstanding of how the proxy bidding system and auction extensions work. Auction participants are encouraged to review the FAQs as related to proxy bidding and auction extensions. The most important point to remember is that

an auction extension will only occur if the auction maximum bid is exceeded by a new maximum bid. It should be clear to participants that an increasing auction value based on a previously submitted maximum bid that is treated by the system as a proxy bid does not reflect a change in the maximum “bid”, it only reflects an increase in the auction value.

Auction value challenges. Placement of any auction bid is binding. Participants are provided an opportunity to confirm bids before having them committed in the system and are therefore encouraged to carefully review bids before confirming. Once an auction is closed, the winning bidder has a contractual obligation to remit the winning auction fee which is always one bidding increment above the second place bidders highest bid.

## **7. Fees**

Complainant will be charged a partially refundable \$100USD (one hundred United States dollars) fee. Such fee less a \$15 administration charge will be refunded to the complainant in the event the dispute is upheld and the auction is rescheduled.

## **8. Revisions**

Pool.com reserves the right to modify this Policy at any time. Such revisions will be posted at <http://www.pool.com/disputes.aspx> at least thirty (30) calendar days before it becomes effective. Any dispute submitted will be subject to the Policy effective at the time of the dispute confirmation.

## **9. All other disputes**

All other disputes between you and any party other than us regarding the results of an auction that are not submitted in accordance with this policy shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

## **Registration Terms and Conditions**

### **Eligibility to Register a Domain Name**

The term “moe” (in Japanese: “萌え”; pronounced as “moh-ay”) is a generic term which has broad meaning in Japanese and, in some cases, has meaning in other parts of the world.

The Registry intends to operate a TLD that can be used broadly by individuals, organizations and businesses. There are no special eligibility restrictions.

### **Application for a Domain Name**

An Application for a domain name in the TLD must be made through an ICANN Accredited Registrar and is subject to the eligibility requirements of the TLD.

Domain names in the Sunrise and Landrush Phase will be allocated according to the terms outlined in each respective policy. Names in the General Availability phase will be allocated on a first come, first-served basis.

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that may be required by the Registry Operator, as described in these Policies or any other applicable policy of the Registry Operator.

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has commenced.

Successful Applicants must enter into an agreement for the domain name with their Registrar.

### **Acceptable Domain Names**

A domain name that will be accepted as valid for registration is one that:

1. has not already registered
2. is not subject to an Application that is being currently processed by the auction provider.
3. has not been blocked, reserved, or restricted
4. meets the technical requirements below

### **Technical Requirements**

Names in the .MOE TLD will be registered at the second level in the following format:

1. example.moe
- The string (the portion labeled example above) must contain a minimum of two characters from the letters a-z in the standard US ASCII character set. Domain names may include the numbers 0 (zero) through 9 (nine) as well as a hyphen. (-).
  - The string may not begin with a hyphen (-)
  - The string may not contain a hyphen in both the 3<sup>rd</sup> and 4<sup>th</sup> positions unless it is a valid Internationalized Domain Name (must conform to .MOE IDN Policy)
  - The string may be a maximum of 63 characters in length

\* Upper and lowercase characters are treated as identical.

### **Premium Names & Auctions**

The Registry, at its sole discretion, reserves the right to reserve certain domain names that will be made available for registration, during a specified Launch Program and during General Availability. Such domain names may be subject to a premium registration fee that is independent to any fee paid at auction, and may be released at a later date as determined by the Registry.

The Registry may make use of an auction mechanism to allocate domain names. In case of disputes concerning an auction the Registry will follow its Auction Dispute Policy which can be located on the registry website.

### **Term of Registration**

Domain names can be registered for one (1) year to ten (10) years as long as the total number of registration years does not exceed ten (10) years.

### **Abusive Use and Dispute Resolution**

Insert here the pieces about the NAF Forum and the abuse mitigation procedures you've adopted.

### **Representations and Warranties**

Applications for domain names are subject to our policies, and procedures, and procedures and requirements, as issued by ICANN. The Registry Operator's policy documents can be found on the Registry Operator's website. Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

- it has the authority to make an Application;
- the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- where the Application relates to a Sunrise Period, to the best of the Applicant's knowledge the requested Label is a Trademark Match to the Validated Mark The Applicant and the Registrar understands and acknowledges:
- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- where multiple Applications are received for a domain name, that those Applications may be subject to the auction processes as described in this

Plan, and agree to the terms of the auction process which will be published prior to any auction period;

- that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process; and
- Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the Registry policy.

By submitting an Application for a domain name the Applicant and the Registrar agree:

- to be subject to this Policy and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- that the Registry Operator reserves the right to deny any Application, or cancel, lock, place on hold, transfer or delete any domain name that it deems necessary, in its sole discretion:
  - to protect the integrity and stability of the Service;
  - to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
  - to avoid any liability, civil or criminal, on the Registry's part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
  - to ensure compliance with the Registry policies;
  - for the non-payment of any fees; or
  - to correct mistakes made by the Registry Operator, or any Registrar, or any of its service providers in connection with an Application or a domain name.
- to indemnify and keep the Registry Operator (including employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by the Registry arising out of or in connection in any way with a breach of any policy or agreement with the Registry Operator.

### **Changes and Updated to this Policy**

- This document is subject to changes and or updates from time to time as the Registry Operator sees fit. Any and all changes or updates to this policy will be in effect at the time they are published on the Registry Web Site. This policy has been prepared in in the English language; however, it may be translated in Japanese or other languages the Registry sees fit. In the event of any inconsistency, the English language version shall apply.

