



Uniregistry

Uniregistry Launch Plan and Related Policies

Version 1.2

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1 General Provisions

1.1 Scope and Applicability

This document summarizes the processes, procedures, and rules applicable to launch-phase **Registration** of a name in the .PHOTO gTLD as of December 1, 2013.

Capitalized terms and phrases not defined in context are defined in Section 4.

1.2 Launch Timeline

The dates and periods listed below are subject to change.

All such changes will be posted on the Registry website at www.uniregistry.com (the “**Registry Website**”).

Launch Phase	Timeframe	Description
Sunrise A Application	60 Days	The pre-launch opportunity for trademark holders to submit Registration Applications for .PHOTO names corresponding to Trademark Clearinghouse (TMCH) entries.
Sunrise B – Dot-Spanning Invitation	60 Days (concurrent to Sunrise A)	The pre-launch opportunity for Sunrise A applicants for whom the terminal portion of the trademark string corresponds to [TLD] may respond to invitations to register second-level names in .PHOTO truncated prior to such terminal portion – i.e. in which the trademark “spans the dot”. The Registry will detect and invite eligible applicants for Sunrise B names.
Sunrise Application Contention Resolution	15 Days	The period during which applied-for names during Sunrise are allocated, and multiple requests for such names are resolved.
General Availability	75 Days after Sunrise Launch	Following the opening of general registrations. Registrants may apply on a first-come, first-served basis to register .PHOTO names.

1.3 Registration of .PHOTO Names

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

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

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

The Registry will not accept Sunrise Registration Applications from privacy or proxy services.

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

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

- g. As otherwise provided in the **Registry-Registrar Agreement** and/or the **Registry-Registrant Agreement**.

1.4 Term

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

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

1.5 Payment to the Registry

The Registry will perform automatic renewals upon expiration. Unless the name is explicitly deleted during the auto-renew grace period, the Registry will automatically charge the applicable Accredited Registrar account with the renewal amount. If the Registry does not receive payment within a specified amount of time, the Registry will halt the Registrar from any further registrations and consider revoking the Registrar’s accreditation with the Registry. Breaches of Billing and Payment Terms by a Uniregistry-Accredited Registrar will be handled on a case-by-case basis.

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

1.6 Registry-Registrant Agreement

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

1.7 Reserved Names

The Registry has reserved certain names from registration in the .PHOTO TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time. Additionally, the Registry has reserved certain names in accordance with the “Alternative Path To Delegation” provisions of Specification 6 of the Registry Agreement with ICANN.

Upon the conclusion of Sunrise, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names on other than first-come first-served terms.

2 Sunrise Rules

2.1 Scope and Applicability

These provisions describe the processes, procedures, and rules applicable to Sunrise A and Sunrise B as described in Section 1.2 above.

Sunrise applications may be submitted for **Available Names**, meaning .PHOTO names that have not been reserved, restricted, or otherwise allocated prior to commencement of the respective launch phase.

2.2 Eligible Applicants

2.2.1 Sunrise A Eligibility

To be eligible to submit a Registration Application under Sunrise A, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

2.2.2 Sunrise B (“Spanning the Dot”) Eligibility

To be eligible to submit a Registration Application under Sunrise B, an Applicant must:

- a. Have qualified and applied for a Sunrise A Registration under the terms thereof;
- b. The qualified Sunrise A second-level string must terminate in [TLD (*and plurals or conjugate forms where indicated in the TLD application*)]; and
- c. Timely respond to the Registry invitation to register a qualifying Sunrise B name.

Concurrent with acceptance of applications for Sunrise A names, the Registry will directly contact qualifying Applicants, their registrar(s) and or their application submission agent(s), to invite them to submit requests for the registration of Sunrise B names, unless the resulting second-level label would consist solely of a generic “dictionary word” or common phrase susceptible of non-exclusive use. Invitations to register Sunrise B names shall be issued in the sole discretion of the Registry.

2.3 Allocation of Registration Applications (Sunrise A and B)

At the conclusion of the Sunrise period, unique applications for Available Names will be allocated to Applicants who have submitted Registration Applications that meet the eligibility criteria described herein and in accordance with Registry Policies. If more than one Registration Application meets the eligibility requirements for the same Available Name, whether by Sunrise A or by Sunrise B, inclusively, the name will be allocated in accordance with the Auction Rules.

2.4 Sunrise Applicant Contention Resolution

In the event that two or more Sunrise Applicants qualify for the same second-level domain name, the Registry will hold a single-bid blind auction to allocate the domain name. For names which do not qualify for Sunrise B, within five (5) days after the close of the Sunrise period, the Registry will contact each of the applicants for the same domain name and provide a secure URL at which they can submit a bid for the domain name on which they submitted a sunrise application. Each sunrise applicant will have five (5) days to respond. Bidders will not know the amount of the bids submitted by competing bidders. The high bidder will be allocated the domain name. In the event that two or more applicants submit bids of equal amounts that if submitted alone would be the high bid, the Registry will allow the high bidders to submit a second bid, in a similar manner and with a similar timeline. This process will be continued until only a single high bidder exists.

2.5 Certification / Liability

All Registration Applications must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements.

By submitting a Registration Application, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Application and/or the Registration of a name in the .PHOTO TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Application for and/or the Registration of a name in the .PHOTO TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

2.6 Determinations

The determinations of the Registry regarding any Registration Application shall be final and non-appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

2.7 Additional Safeguards For Sunrise Names

2.7.1 Anti-Hijack Provision

Sunrise A or B names shall be solely registered to the to the qualified Applicant, and shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to Sunrise qualification.

2.7.2 Sunrise Challenge

Names registered in Sunrise A or B shall at all times remain subject to a Sunrise Challenge process under which a Sunrise registration shall be cancelled and subject to reservation by the Registry if:

- i. At time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect); the trademark had not been court-validated or protected by statute or treaty; or the trademark was not properly subject to the “trademark +50” eligibility for TMCH entry;
- ii. The domain name is not identical to the mark on which the registrant based its Sunrise registration in accordance with applicable TMCH string matching rules;
- iii. The trademark registration on which the domain name registrant based its Sunrise registration is not the subject of actual and substantial use in commerce in the issuing jurisdiction on which the TMCH entry is based, and has not been for a sufficient period to constitute abandonment thereof; or
- iv. The domain name is otherwise a non-exclusive and generically applicable term, and is not used or reserved by the registrant in connection with the goods and/or services on which the subject trademark registration is based.

Additional detail is provided in the separate Sunrise Challenge Policy.

2.8 Additional Safeguards For Sunrise Names

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

2.9 IP Claims Notification

Uniregistry will send IP Claims notifications in accord with the ICANN and TMCH policies for a period of 90 days commencing from the General Availability launch date of each TLD. In the event an Applicant proceeds with a Registration Application, a notification is sent to the record holder of the TMCH entry. Such Applicant will further be deemed on notice of the intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

3 Dispute Policies

All Registrants agree to participate in and abide by any determinations made in the course of ICANN or Registry Policies referenced herein and in the Uniregistry Acceptable Use and Terms Of Service.

4 Defined Terms

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

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

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

ICANN Requirements include the Registry's obligations under the Registry Agreement between Uniregistry and ICANN dated [Date], and all ICANN Consensus Policies applicable to the .PHOTO TLD.

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

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

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

Registry is Uniregistry Inc.

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

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

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

Registry System means the system operated by Registry or Registered Names in the .PHOTO TLD.

Registry Website is www.uniregistry.com.