# .Qpon Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. An SDRP Complaint may be filed against a domain name registered during the .Qpon TLD during its sunrise period, until 90 days after the Sunrise has ended.

# Purpose

Domain names in the .Qpon 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.

# 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.

## Improper Sunrise Registration-Trademarks[[1]](#footnote-1)

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:

* + 1. 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;
		2. the domain name is not identical to the mark on which the registrant based its Sunrise registration;[[2]](#footnote-2)
		3. 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;

## SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .Qpon TLD shall be brought within 90 days from the end of the Sunrise period.

# Evidence and Defenses

## 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.

## 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.

# 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.

# Procedure

## 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.

## 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.[[3]](#footnote-3) 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.

## 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.

## Decisions

1. 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;
2. the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and
3. decisions made under this SDRP will be publicly published by the Forum on its website.

## 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[[4]](#footnote-4) 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.

1. **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.

# 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.

# 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.

1. **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.

1. **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.

1. **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; 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.

**Claims Period Policies**

**Overview:**

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

**Operation**:

The Claims Notice forms part of the process of submitting an Application for a domain name, and the Applicant for the domain name will be required to acknowledge the information contained within the Claims Notice before processing the Application.

The Claims Period will be in effect during the first ninety (90) calendar days after the commencement of General Availability. The Claims Period will be in effect from the date so described in the Launch Program overview section of this document.

**Notice and Duration:**

The Registry Operator reserves the right to extend the Claims Period duration and, if appropriate, will post such notice on the Registry Operator’s website and notify you any other means Registry Operator may deem appropriate.

**Acceptable Use Policy**

1. By registering a name in the .QPON top-level domain (.QPON), you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:
	1. Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
	2. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
	3. Unlawfully sell or distribute pharmaceuticals;
	4. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
	5. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
	6. Violate the privacy or publicity rights of any other person or entity;
	7. Promote or engage in any spam or other unsolicited bulk email;
	8. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
	9. Interfere with the operation of .QPON or services offered by the .QPON Registry Operator; or
	10. Otherwise engage in activity that is contrary to applicable laws or policies.
2. By registering a name in .QPON:
	1. You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the .QPON Registry Operator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole discretion, that the information is materially inaccurate;
	2. You consent to the collection, use, processing, and/or disclosure of your personal information in accordance with the .QPON Privacy Policy posted on the .QPON website at [LINK];
	3. You agree to submit to proceedings commenced under the Uniform Dispute Resolution Policy (“UDRP”), and the Uniform Rapid Suspension Service (“URS”), each as described on the .QPON website at [LINK]. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the .QPON Registry Operator, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.
3. By registering a name in the .QPON:
	1. You acknowledge and agree to abide by all .QPON Policies set forth on the .QPON website at [LINK]. You specifically acknowledge and agree that the .QPON Policies may be modified by the .QPON Registry Operator, and agree to comply with any such changes in the time period specified for compliance;
	2. You acknowledge and agree that the .QPON Registry Operator reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the .QPON if you are found to have repeatedly engaged in abusive registrations, in its sole discretion;
	3. .QPON Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) conflict with this Policy, (ii) threaten the stability, integrity or security of the .QPON TLD, the DNS or the global Internet, or any of its registrar partners and/or (iii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.
	4. You acknowledge and agree that the .QPON Registry Operator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the .QPON Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:
* to enforce .QPON Policies, as amended from time to time;
* to protect the integrity and stability of the .QPON Registry Operator, its operations, and the .QPON;
* 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 .QPON Registry Operator or you;
* to establish, assert, or defend the legal rights of the .QPON Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the .QPON Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
* to respond to violations of this policy;
* to correct mistakes made by the .QPON Registry Operator or any Registrar in connection with a Registration or Reservation; or
* as otherwise provided herein.
	1. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the .QPON Registry Operator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your use, operation, Registration of any name and/or website in the .QPON.

The .QPON Registry Operator reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Acceptable Use Policy.

1. 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. [↑](#footnote-ref-1)
2. For the purposes of analysis of this element, neither the gTLD itself, nor the “dot,” shall be considered. [↑](#footnote-ref-2)
3. A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps. [↑](#footnote-ref-3)
4. A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps. [↑](#footnote-ref-4)