

Sunrise Policy

Title: **Sunrise Policy**

Version Control: **1.0**

Date of Implementation: **March 14, 2014**

Introduction

This document sets out the Sunrise Policy and process for the sunrise launch of the .• € (xn--rhqv96g), hereinafter •Registry Operator•.

Definitions

Applicant: A person, business or organization that requests registration of a domain name in TLD.

Registrant: The holder of a domain-name registration in the TLD.

Registrar: An entity accredited by ICANN and authorized by the Registry Operator to distribute domain names in the TLD.

Registry Operator: Stable Tone Limited.

Registry Agreement: The agreement between Registry Operator and ICANN for the TLD: <http://www.icann.org/en/about/agreements/registries/xn--rhqv96g>

TLD: .• , (xn--rhqv96g)

Sunrise Eligibility

Eligibility for any Sunrise registration of any domain name will be determined in accord with the Registry Operator,s Registration Policy, and with this Sunrise Policy, in the sole discretion of the Registry Operator. Each Sunrise Applicant must seek registration either in the Ambassador Class or the Member Class, as defined in the Registration Policy. Minimum eligibility will be based on Applicant,s registration of a valid Signed Mark Data (•SMD•) file with the Trademark Clearinghouse. Furthermore, each Applicant must submit a response to Registry Operator,s RFP found at its website, per Section 6.3 of the Registration Policy. Only accepted Applicants may register during the Sunrise or any other registration period.

The Sunrise Dispute Resolution Policy (SDRP) is incorporated herein by reference, and shall resolve any disputes relating to Sunrise registrations.

Sunrise Allocation

During Sunrise, applicants may submit Sunrise Applications, with payment of a non-refundable Sunrise Application Fee. Each Sunrise Application will be reviewed by the Registry Operator for conformance with Sunrise Eligibility criteria. The Registry Operator will accept or reject each application, or will request further information from the applicant and then accept or reject that application. The Registry Operator may, but is not obligated to, conduct any investigation as to the applicant and/or any of the Sunrise Eligibility criteria, in its sole discretion. Accepted applicants will be eligible to execute the Registration Agreement and pay the non-refundable Sunrise Registration Fee to any registrar accredited by the registry, and then the domain name will be allocated by the registry to the registrar, for registration and use by the accepted applicant as the Registered Name Holder of the domain name.

Registered Marks

The general requirements for Sunrise Applications are:

- Applicants must meet the Sunrise Eligibility Requirements;
- The Applicant must be the owner, co-owner or assignee of a corresponding Registered Mark that is registered and in full force and effect; and,
- The Registered Mark must be registered in a trademark office or trademark registry that corresponds to one of the states or other entities set out in the WIPO Standard ST.3 code.

Applications based on a mark that has not yet been registered in full force and effect on or before the date the Sunrise Application is made will be declined.

Applicants may be required to provide further documentary evidence to substantiate any claim of entitlement as directed by the Registry Operator in its sole discretion. Amendments to an Application may or may not be allowed at the Registry Operator,s sole discretion.

If there is only one eligible and approved Sunrise Applicant for a domain, then it will be allocated to that Applicant. If more than one Applicant to the same domain is eligible and approved by the Registry Operator, then all such applicants will be invited to bid for that domain in a single sealed bid Sunrise Auction to allocate the domain name.

Subject to UDRP

Any decision in the Sunrise process is not a reflection of the validity of any prior right claimed. A domain name is not eligible to be registered in the TLD unless it is the subject of a Sunrise application approved by the Registry Operator. No applicants are debarred from asserting or enforcing its rights to a domain against another Registered Domain Holder through the ICANN Uniform Dispute Resolution Policy (UDRP) or other competent tribunal.

Modifications, Guidelines and Enforceability

The Registry Operator may issue interpretive guidelines on its website regarding the terms of these Sunrise policies. The Registry Operator may modify these Sunrise policies from time to time, and modifications will take effect at the time they are announced on the Registry Operator,s website, without prior notice to registrars or registrants.

If any part of this Sunrise Policy is declared invalid or unenforceable for any reason, the remainder of this Sunrise Policy shall remain valid and enforceable as if the invalid or unenforceable part were not included herein. There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Sunrise Policy, taking into account all other applicable rules and policies of Registry Operator and ICANN.

Limitation of Liability and Decisions by Registry

To the extent allowed under mandatory law, the Registry Operator shall only be liable where its gross negligence or willful misconduct is proven. In no event shall the Registry Operator be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a domain name or to the use of its software or web site, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry Operator to register or not to register any domain name.

TO THE EXTENT ALLOWED UNDER MANDATORY LAW, THE REGISTRY OPERATOR,S LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO AN AMOUNT EQUAL TO THE APPLICATION FEE PAID TO THE REGISTRY OPERATOR (THAT IS, THE FEES COLLECTED FROM THE SPONSORING REGISTRAR BY THE REGISTRY OPERATOR FOR THE SUBMISSION OF THE CORRESPONDING APPLICATION, NOT INCLUDING ANY OTHER FEES PAID BY THE REGISTRANT FOR THE ACQUISITION OF THE DOMAIN, SUCH AS FEES PAID TO THE SPONSORING REGISTRAR OR AUCTION FEES) IN THE CONTEXT OF SUBMITTING THE APPLICATION. THE APPLICANT AGREES AND ACCEPTS THAT NO GREATER OR OTHER DAMAGES MAY BE CLAIMED FROM THE REGISTRY OPERATOR (SUCH AS, BUT NOT LIMITED TO, ANY FEES PAYABLE OR PAID BY THE APPLICANT IN THE CONTEXT OF ANY PROCEEDINGS INITIATED AGAINST A DECISION BY THE REGISTRY OPERATOR TO REGISTER OR NOT TO REGISTER A DOMAIN NAME).

The Applicant shall hold the Registry Operator harmless from claims filed or disputes initiated by third parties, and shall indemnify and compensate the Registry Operator for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the Application for or the registration or use of the domain name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term •Registry Operator• also refers to its members and subcontractors, and each of their respective directors, agents and employees.

The obligations of Registrars are specified in the Registry-Registrar Agreement. Such obligations include the conformance with this Sunrise Policy.