



## **.ARCHI LAUNCH PLAN REGISTRY POLICY**

### **BACKGROUND**

1. The Launch plan Registry Policy (the “Policy”) of Starting Dot Limited, the Registry operator of the .ARCHI Domain Name (the “Registry”) is to be read together with .ARCHI Registry Agreement (the “RA”), the .ARCHI Domain Name Policy (the “DNP”), and words and phrases used in this Policy shall have the same meaning attributed to them in the RRA unless otherwise specified or the context clearly otherwise requires.
2. The Registry shall modify this document 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 Policy shall be effective fifteen (15) 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.

### **1. LAUNCH PHASE OVERVIEW**

The following are the Launch phases for Domain Names (which refers to a name at the second level for a top-Level Domain or TLD ) availability:

<b>PHASE</b>	<b>DESCRIPTION</b>
<b>Sunrise Phase</b>	Prior to launch of any Registry TLD, the Registry shall reserve and make unavailable those Domain Names specified by ICANN, or by the Registry, in accordance with ICANN Rights Protection Mechanism (RPM).
<b>Landrush Phase</b>	A period, not exceeding forty (40) days, commencing during the Sunrise phase, during which .ARCHI domain names can be reserved at a premium price and where (i) a registration fee is collected when the registration request is submitted, (ii) multiple applications are accepted and awarded via auction, and provided that the Registry will not allocate any of those applied-for domain names until the complete allocation of the domain names reserved during Sunrise Phase.
<b>Quiet Phase</b>	A phase after Sunrise and Landrush phases not lasting more than fifteen (15) days during which no applications or registrations are accepted.
<b>General Availability</b>	The period commencing after Landrush and the subsequent Quiet Phase when Domain Names are available to the general public on a first come, first serve basis.

## **2. THE SUNRISE PHASE**

- 2.1** During the Sunrise Phase, the holder of a trademark that has been previously verified by the officially mandated ICANN Trademark Clearinghouse and which fulfill the eligibility requirement set out in the .ARCHI Domain Name Policy (the “Trademark Holder”) shall have the opportunity to apply for and register the domain name that correspond with those Trademark Holder during a limited period of time before registration is open to the public at large.
- 2.2** Trademark Holders will apply for a domain name label that constitutes an “exact match” of their trademark, in accordance with the Trademark Clearinghouse (the “TMCH”)’s Domain Name matching rules.
- 2.3** The Registry shall:
  - (i) notify the TMCH whenever a valid Sunrise application is received; and
  - (ii) charge a Sunrise domain registration fee, for registration of domain names during Sunrise (the “Sunrise Price”).
- 2.4** The Trademark Holder is responsible for protecting any labels in which it has an interest. If a Trademark Holder fails to reserve any Domain Name during the Sunrise phase, any other party is free to register that domain name during the General Availability phase, subject to .ARCHI Domain Name Policy, TMCH Claims Service, and applicable laws and regulations.
- 2.5** The Sunrise period shall start on 8 April 2014 at 10:00 A.M. UTC and shall last sixty (60) days, *i.e.* ending on the 8 of June 2014 at 10:00 A.M. UTC.
- 2.6** Domain Names awarded to eligible uncontested applicants shall be promoted to a full domain registration following conclusion of the Sunrise phase. Domain Names awarded to the prevailing party in a Sunrise Auction shall be promoted to a full domain registration pursuant to the auction rule, as more fully described in Article 4 of this Policy.

## **3. THE LANDRUSH PHASE**

### **3.1 ELIGIBILITY**

In order to be eligible to reserve a .ARCHI Domain Name during Landrush, the desired Domain Name must comply with the .ARCHI Domain Name Policy. No prior rights need to be claimed for application of this category.

### **3.2 ALLOCATION**

- 3.2.1.** The Landrush phase shall start on 9 May 2014 at 10:00 A.M UTC and shall last thirty (30) days, *i.e.* ending on the 8 of June 2014 at 10:00 A.M UTC.

**3.2.2.** The Landrush available names shall be allocated as follows:

- (i) At the end of the Landrush period, the Registry shall approve Landrush applications for an available name submitted by an eligible applicant if:
  - the eligible applicant is the only applicant in the Landrush process to request the specified domain name; and
  - the name has not been allocated at the end of the Sunrise phase.
- (ii) At the end of the Landrush phase, if more than one Landrush application is received for the same available name, the request shall be submitted to the Registry's third-party auction provider, who conduct an auction to determine which applicant shall be permitted to register the contested .ARCHI Domain Name.

**3.2.2.** Domain Names awarded to eligible uncontested applicants shall be promoted to a full domain registration following conclusion of the Landrush phase. Domain Names awarded to the prevailing party in a Landrush Auction shall be promoted to a full domain registration pursuant to the auction rule, as more fully described in Article 4 of this Policy.

#### **4. AUCTIONS**

- 4.1.** In case of multiple applicants applying to register an identical Domain Name during the Landrush phase or the Sunrise phase, conflicting application shall be settled by an auction conducted by the Registry's third-party provider.
- 4.2.** The applicant is however not obligated to participate in an auction and may instead chose to withdraw its application or privately resolve the contending applications.
- 4.3.** The auction procedure shall be as following:
  - First, shall take place the auction for the Sunrise phase; and
  - Then, shall take place the auction for the Landrush phase.
- 4.4.** For the Sunrise phase, the auction shall start at the Sunrise registration fee plus EUR 1 (one), with bid increments escalating over time. Failure to comply with this requirement shall prevent the domain name from being awarded. The final auction price must be paid prior to allocation of the domain name.
- 4.5.** At the end of the Sunrise phase auction shall take place the Landrush auction, which shall start at the Landrush registration fee plus EUR 1 (one), with bid increments escalating over time. Failure to comply with this requirement shall prevent the domain name from being awarded. The final auction price must be paid prior to allocation of the domain name.
- 4.6.** In the event no applicant bid has been made at auction, the first valid application received shall be awarded the Domain Name.
- 4.7.** For full auction rules see [www.sedo.com](http://www.sedo.com).

- 4.8. The outcome of the 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.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1. When submitting Applications (which refers to a complete and correct application for registration of a Domain Name that complies with the requirements of this Policy) or registration requests to the Registry, the Accredited Registrar (which refers to an entity that is accredited by ICANN with the 2013 RAA and that has entered into agreement with the Registry for the provision of domain name registration services) will ensure that the Applicant represents and warrants that:

- (i) The Application is made in good faith, contains only true, accurate and up-to-date information, and does not infringe the rights of any third party; and
- (ii) The Applicant accepts and will abide by this Policy and any other applicable Registry rules, policies, or procedure in the Registry-Registrar Agreement.

- 5.2. The Registry may reject, revoke, or delete any Application or resulting registration of a domain name at any time if it appears that the Applicant did not fulfill all of the registration requirements at the time of the Application.

- 5.3. In the event of revocation or deletion, the Applicant or (any subsequent) domain name registrant shall not be entitled to any reimbursement or compensation as a result of such rejection, revocation, or deletion.

## 6. SUNRISE DISPUTE RESOLUTION PROCESS (“SDRP”)

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

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

- 6.3 In the event of a dispute beyond the scope of the dispute resolution procedures discussed in this Policy, the disputing parties should seek legal advice and bring an action in an appropriate international forum.

- 6.4 The Registry shall act in accordance with any binding notice of a relevant court order or arbitration award that shall be sent to Starting Dot’s point of contact: [abuse.archi@startingdot.com](mailto:abuse.archi@startingdot.com).

- 6.5 Regardless of anything to the contrary stated in this Policy, the Registry:

- (i) 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
- (ii) has the right to require the serving party to take additional steps before the Registry shall comply with any order or award.

## **7. THE GENERAL AVAILABILITY PHASE**

**7.1.** After the Launch phases described in section 3 of this Policy, any interested party shall register a Domain Name on a first-come-first served basis provided that the Domain Name is:

- (i) Not a Reserved name;
- (ii) Available for registration; and
- (iii) Not subject of a pending auction or Sunrise challenge.

**7.2.** Any domain name allocated into a price category that is still available shall remain in that price category for registration in General Availability.

## **8. LEGAL DISCLAIMERS**

### **8.1. NO GUARANTEE**

The Registry provides no guarantees in relation to the Sunrise Phase, the Landrush Phase, or the General Availability registration. Acquisitions of Registry Domain Names shall be determined either through a third party auction, or on a first-come, first-served basis, assuming that the Applicant meets all of the requirements designated by the Registry. First-come, first-served has many risks, and the Registry makes no guarantees or warranties as to whether any Applicant will be successful in registering any Registry Domain Name. Additionally, the Registry is not responsible for any failure on the part of the registrant to timely file required paperwork, documents or other materials that may be required by the Registry to successfully procure a Registry Domain Name or any failures on the Registry's part to timely pass on any communications or information requests between the registrant and the Accredited Registrar. The registration services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever. Applicants for the Sunrise Phase registration agree that they will not hold the Registry responsible for any failed attempt to obtain a Domain Name and that, except as otherwise expressly set forth herein, all fees charged in relation to the Registry Sunrise Phase services are non-refundable, regardless of the circumstance and regardless of the outcome. You acknowledge that the Registry, its parent and/or subsidiary companies may participate in the Sunrise Phase and that if the Registry is successful in acquiring a Domain name which an Applicant has also applied for, that the Registry may award the Domain Name to itself and/or its parent and/or subsidiary company and not to the Applicant and that the Registry may do so without any obligation or liability to the Applicant.

### **8.2. LIMITATION OF LIABILITY**

APPLICANTS PARTICPATING IN ANY LAUNCH PHASE AGREE THAT THE REGISTRY WILL NOT BE LIABLE:

- (i) TO ANY APPLICANT OR TO ANY THIRD PARTY FOR ANY (1) SUSPENSION OR LOSS OF DOMAIN NAME REGISTRATION SERVICES IN RELATION TO A DOMAIN NAME(S) REGISTERED IN YOUR NAME, (2) USE OF THE REGISTRY'S DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO REGISTRY'S SITE OR THE WEB SITE(S) OR SERVICES MAINTAINED BY US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD OR NATURE (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND THE REGISTRY'S CONTROL; (8) THE PROCESSING OF A REGISTRY DOMAIN NAME REGISTRATION APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY OR ANY ICANN OR REGISTRY POLICIES; AND
  
- (ii) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR THE COST OF PROCUREMENT OF ALTERNATIVE GOODS OR SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE IN QUESTION, BUT IN NO EVENT GREATER THAN ONE HUNDRED EUROS (€ 100.000). BECAUSE SOME COUNTRY DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRY, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.