

.ABLE Top-Level Domain Registration and Sunrise Dispute Policy

OVERVIEW

The .ABLE Top Level Domain ("TLD"), is an Internet Domain Extension exclusively developed for use by Able Inc.. The .ABLE top-level domain will allow Able Inc. to tailor its online presence with short, custom, memorable names, as well as more effectively market its products and services. Able Inc. aims to create an advanced and trusted online space that provides secure and stable access to its products and services.

Able Inc. is the "Registry Operator" for .ABLE and its contract to run and operate the TLD is governed by ICANN as defined in its Registry Agreement (RA) (<https://www.icann.org/resources/agreement/able-2015-06-25-en>).

Able Inc. has been granted an exemption to Specification 9 of the aforementioned ICANN Registry Agreement, and therefore, only Able Inc. and its Affiliates are eligible to register a domain name under the .ABLE TLD. Able Inc. will, however, run a Sunrise Registration Period and will implement a Sunrise Dispute Resolution Policy (SDRP) as required by ICANN.

The Registry Operator reserves the sole and exclusive rights to make any changes in its registration policy, and with regards to domains registered in the TLD (including new registration, renewals, transfers, deletions, and cancellations) when deemed necessary. Able Inc. intends to edit and revised this document from time to time in order to accurately reflect the needs of the company and its use and operation of the TLD.

DEFINITIONS

Accredited Registrar: an ICANN Accredited Registrar that has signed an agreement with Able Inc. to provide registrations services for the TLD.

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, Founders Program, or General Availability 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.

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.

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.able").

Domain Name Label: means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name "example.able", "example" is the label).

Eligibility Requirements: Eligibility Requirements mean the requirements to qualify as a domain registrant under the TLD.

ICANN: Internet Corporation for Assigned Names and Numbers.

International Domain Name: An Internet domain name that contains at least one label that is displayed in software applications in a language-specific script or alphabet, such as Arabic, Chinese, Japanese or the Latin alphabet-based characters with diacritics, such as French.

Registrant: The entity having registered a second level domain name.

Registry Operator (Registry): The entity administering the TLD.

Reserved Names List (RNL): The list of domain names to be reserved from the availability for general registrations and to be allocated based on appropriate processes described by ICANN or specifically developed by Registry Operator.

SLD: A Second-Level Domain (commonly referred to as "Domain", "Domain Name", or "Label" refers to the characters to the left of the TLD. (example.able)

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.

TLD: Top Level Domain

TMCH: TMCH means the Trademark Clearinghouse, a service operated by Deloitte and IBM to facilitate in trademark rights validation and claims services.

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.

ELIGIBILITY AND REGISTRATION POLICY

The registration of domain names within the TLD shall be restricted to Able Inc.. Able Inc. may, in its sole discretion, elect to license the use of registrations within this space to; appropriate corporate divisions, subsidiaries, and other affiliated entities.

Sunrise Registration Period

Registry operates .able as a single registrant TLD, meaning Registry is the only eligible registrant in the TLD. Registry has been granted an exemption to Specification 9 of its Registry Agreement which allows it to operate in such a manner. In accordance with ICANN policies, Registry will conduct a Sunrise Registration Period for 60 days commencing at the launch date of the TLD.

Eligibility for Sunrise Registrations

In order to apply to register a registrant will require (a) a valid Signed Mark Data (SMD) file issued by the Trademark Clearinghouse; and (b) have to be a verifiable entity of Registry Operator. Only such entities will be deemed to have met the Eligibility Requirements to register a SLD in the TLD.

A 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 will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. Registry Operator will perform verification of the SMD File and confirm that the applied-for Label is contained in the SMD File. Registry Operator will reject applications where verification of the SMD File fails or the applied for Label is not contained in the SMD File. Allocation of domains in the Sunrise Period will be done at the conclusion of the Sunrise Period.

Claims Registration Period

Registry Operator will operate the TMCH Claims Services for the first 90 days of General Availability in accordance with the Rights Protection Mechanisms outlined in Specification 7 of the Registry Agreement.

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 TLD will be registered at the second level in the following format: "example.able"

The string (the portion labeled example above) must contain a minimum of one character 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 3rd and 4th positions unless it is a valid Internationalized Domain Name
- The string may be a maximum of 63 characters in length

* Upper and lowercase characters are treated as identical.

* *Registry Operator may make available one and two-character domains at its sole discretion at a later date to be determined by Registry Operator.*

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.

International Domain Names (IDN)

Registry Operator will support International Domain Name Registrations in the Japanese Language and will implement additional languages when deemed appropriate.

RESERVED AND RESTRICTED DOMAIN NAMES

Registry Operator will Reserve, Block or otherwise restrict any names required by ICANN as defined in its Registry Agreement. Registry Operator may propose the release of such names to ICANN subject to review and subsequent approval of ICANN.

ACCEPTABLE USE

Operating a safe, stable, and secure top-level domain for the brand as well as using the TLD as new method for improving communications, awareness, and overall brand promotion are central to Able Inc.'s goals in operating the .ABLE TLD. Registrations under the TLD should support this overall mission and will be subject to internal review prior to registration.

Domain names registered in the TLD may not be used in a manner which:

- infringes any other third parties rights
- is in breach with any applicable laws, government rules or requirements
- or for the purposes of:
 - undertaking any illegal or fraudulent actions, including but not limited to; distribution of malware, spam, operation of botnets, engagement in phishing activities, or
 - defamation of Able Inc. or its subsidiaries, affiliates, dealers, employees, etc.

Able Inc. will take measures to ensure that the content displayed on live websites on SLDs meet the goals of the company. Websites which contain content irrelevant to the Registry Operators business or content that does not meet the terms and conditions set out in this Domain Use and Registration Policy will result in the immediate cancellation, transfer, deletion or suspension of the domain.

SUNRISE DISPUTE RESOLUTION POLICY

1. Purpose

Domain names in the .ABLE TLD ("the TLD") can only be registered by verifiable entities and affiliates of ABLE Inc. 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-Trademarks¹

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

- 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;² or
- 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 .ABLE 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.

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.

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

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

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.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.

c. Parties

³ A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

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.

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 Registry⁴ 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.

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

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.

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;⁵ unless this SDRP has already been invoked by the submission of a complaint, in

⁵ The Forum may correct typographical errors without notice.

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.

Changes and Updated to this Policy

This document is subject to updates and changes from time to time as 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 Website. This policy has been prepared in in the English language; however, Registry Operator may translate this policy in other languages as determined necessary. In the event of any inconsistency, the English language version shall apply.