

.JETZT Sunrise Policy

Scope and Timing:

Registry Operator will offer a sixty (60) day End Date Sunrise Period, specifically in relation to Rights Protection Mechanisms. The Sunrise Period allows trademark holders the ability to secure their trademarks in a .JETZT TLD prior to General Availability, when domain names may be registered by the general public. During the Sunrise Period, only SMD File holders (or their agents) are allowed to submit Sunrise Application(s). Successful Sunrise Registration(s) will be allocated to trademark holders after the Sunrise Period ends unless two or more Sunrise Applicants apply for the same TLD. In that case, the Sunrise Applicants will resolve contentions through an auction process with the Registry Operator's authorized Auction Provider.

Application Process:

The following process applies to Sunrise Applications:

SMD Files submitted with Sunrise Applications are validated by Registry Operator, via Neustar, Inc.'s ("Registry Service Provider") systems.

Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator, via the Registry Service Provider.

Domain Names will be allocated to the Applicant, after the Sunrise Period ends, for which valid Sunrise Application(s) have been received, that:

- (1) meet the Sunrise Registration eligibility criteria described herein; and
- (2) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement.

If more than one Sunrise Application for the same Domain Name meets the eligibility criteria described herein, the Sunrise Applications will be submitted to the Registry Operator's authorized Auction Provider.

Domain Names awarded to successful Sunrise Applicants at auction will be allocated by Registry Operator, via Registry Service Provider and Auction Provider, following the conclusion of such auction.

Available Sunrise Registration Periods:

Sunrise Period Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is

registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created.

Processing Sunrise Registrations:

The Registry Operator will not process a Sunrise Application unless the Registry has:

1. Validated the SMD File with the TMCH; and
2. Received, or has, in its discretion, reasonable assurance of payment from the Registrar of all applicable fees, including the non-refundable, one-time Sunrise participation fee for the Sunrise Application.

Sunrise Applications may only be submitted by a Registrar sponsoring the Sunrise Applicant and must include an SMD File corresponding to the Domain Name Label in the applied-for Domain Name.

Eligible Applicants:

Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

SMD File Requirements:

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 then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected.

Allocation:

Unless otherwise stated in this Overview, the Registry Operator, via the Registry Service Provider and Auction Provider, will allocate a Domain Name if:

- The Domain Name Label meets the requirements set out below;
- The Domain Name Label and the information contained in the Registrar's request meet the requirements in the Registrar Terms and Conditions;
- The Domain Name Label is available; and
- The Registrar is in good standing with the Registry.

Domain Name Label Requirements:

Registry Operator, via Registry Service Provider, will not accept a Sunrise Application unless the applied-for Domain Name meets the applicable requirements as defined in RFC 1035 and RFC 1123, including the following technical and syntax requirements. The Domain Name Label must:

- if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website);
- not begin or end with a hyphen;
- not exceed 63 characters;
- contains at least one character; and
- not contain hyphens, except where two consecutive hyphens (-) are used in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection (b) above.

SLD Blocked Domains:

Applications will be accepted for domain names appearing on the SLD block list and are subject to the terms contained in this Sunrise Period policy. For all domains registered that appear on the SLD block list, the domain name(s) will not resolve on the Internet until such time ICANN removes such prohibitions. Should ICANN fail to remove such SLD block list prohibitions, the Registry Operator will notify the sponsoring Registrar(s) and provide a full refund of the registration fee(s) paid.

Sunrise Applicant Notification:

Notification to Sunrise applicants will be as follows:

- At the end of Sunrise, the Registry Operator will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
- In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application: Prevailed in the auction and was allocated the Domain Name; and, Lost in the auction.
- The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.

- The Registry Operator may also publish all or any portion of a pending Sunrise Application online (e.g., via WHOIS).

The Registry's Rights:

The Registry Operator shall be entitled, but not obligated, to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

- To enforce Registry policies and ICANN Requirements, each as amended from time to time;
- That is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
- To protect the integrity and stability of the operation or management of the Registry;
- To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- If the Registry receives notice that the SMD File is under dispute; or
- As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.

Auction Process:

If more than one Applicant submits a valid Sunrise Application for the same domain name, the Registry Operator will notify the Auction Provider and applicable Registrar(s) after the Sunrise period ends. The prevailing Applicant for the domain name will be determined at an auction hosted by Auction Provider. The auction process will be governed by the terms and conditions published by the Auction Provider and provided to such Applicants ("Auction Rules").

Domain Names awarded to successful Sunrise Applicants at auction will be allocated by the Registry

Operator, via Registry Service Provider, typically within seven (7) days of notification from the Auction Provider that the auction has concluded. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant. Where notified of the result of an auction, Registry Operator will ensure that the domain name is Eligible for Allocation to the successful bidder.

.JETZT Sunrise Dispute Resolution Policy (“SDRP”)

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is effective as of March 18, 2014. An SDRP Complaint may be filed against a domain name registered during the .JETZT TLD sunrise period, no later than 10 days after Sunrise end date.

1. Purpose.

Domain names in the .JETZT TLD (“the TLD”) can be registered by third parties or reserved and/or registered 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 by a third party in violation of the Registry’s Sunrise Policy. This SDRP will not be applied to Registry-reserved and/or registered 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-Trademarks

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 Policy. 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; or,
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration

b. SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .JETZT TLD shall be brought no later than 10 days after Sunrise end date.

In the event that one party to an auction desires to bring a complaint under this SDRP against an opposing party to the same auction, the Registry Operator will stop that auction process to

allow a complaint under this Policy, if the complainant notifies the Registry Operator within the five (5) calendar days following the Registry's notification of auction regarding the relevant domain name(s). Such notice must be in writing.

The SDRP Complaint shall be filed with the Registry's chosen arbitration provider within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the auction shall proceed as scheduled.

3. Evidence and Defenses.

- a. Evidence.** Panelists will review the Registry's Sunrise Policy 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.

4. Remedies.

The remedies available to a complainant for a proceeding under this SDRP shall be limited to cancellation of the subject domain name.

5. Procedure.

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the Registry's chosen arbitration provider ("Provider") by submitting the complaint directly to the Provider. The Provider will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Provider will provide Rules ("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 Provider.

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. 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

The registrant of a registered domain name in the TLD shall be promptly notified by the Provider 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 Provider 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) any decisions made under this SDRP may be publicly published by the Provider and/or Registry 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 Registry 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 Provider) 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 then 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, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

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 Provider, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Provider, or the Panelist as a party or otherwise include the registrar, the Registry, the Provider, 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 Provider, 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, Provider, 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 other 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 Operator reserves the right to modify this SDRP at any time. 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.