.wed TLD Startup Plan

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Version 1.2

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17-Feb-2014	Adrienne McAdory	1.0	Drafted
4-Mar-2014	Adrienne McAdory	1.1	Landrush Period Allocation section updated
11-Mar-2014	Adrienne McAdory	1.2	The following sections were updated: - Sunrise Period: Scope and Timing - Sunrise Period: Available Sunrise Registration Periods - Sunrise Period: Allocation - Landrush Period: Allocation

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Introduction

This Plan[1] has been developed to describe the Launch Program for the .WED Top Level Domain ("TLD") by Atgron, Inc. ("Registry Operator"). The Launch Program has been designed to:

- provide certain protections to the various entities described in this document;
- comply with ICANN's requirements for the TLD; and
- to prioritize certain Applications for domain names.

The Launch Program will consist of a number of different periods, each of which is described in this document. Specific information and requirements for those wishing to participate in the launch of the TLD, are detailed in relation to each of those periods.

The Sunrise process provides for the introduction of the TLD in an orderly and equitable manner. Its purpose is to give reasonable protection and priority to stakeholders and certain prior rights holders, as well as to deter abusive and bad faith registrations. The TLD Sunrise policies are also designed to facilitate reliability for ICANN Accredited Registrars and the TLD Community and fair competition amongst registrants. It is intended to create a stable and effective launch and registration process for the benefit of various stakeholders and the Internet community at large. The Sunrise process will be executed by the Registry Operator in accordance with the plan and policy set forth in this document. All generic top level domains (gTLD)s are required to provide trademark holders the opportunity to procure their trademark(s) and any historically verified abused variants of their trademark(s) prior to general public availability of a new gTLD. This document covers any disputes that may arise during the .WED TLD Sunrise period.
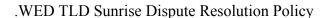
Rights Protection Mechanisms

ICANN requires that the Registry Operator, in the management of the TLD, implement certain Rights Protection Mechanisms (RPMs) to discourage or prevent registration of domain names that violate or abuse another party's legal rights.

Rights Protection Mechanisms may exist in different forms dependent on the stage or period of operation of the TLD. Some Rights Protection Mechanisms exist for a defined period of time, while others may subsist or become active as a result of certain conditions.

Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link
http://newgtlds.icann.org/en/about/trademarkclearinghouse.

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[1] Basis of .WED Start-up Plan provided courtesy of .WED TLD.

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The Trademark Clearinghouse

ICANN has established the Trademark Clearinghouse and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms.

ICANN has appointed providers, the TMCH Sunrise and Claims Operator(s), to operate the Trademark Clearinghouse. Registry Operator's implementation of the Service has been integrated and tested with the TMCH Sunrise and Claims Operator. Information about the Trademark Clearinghouse and the TMCH Sunrise and Claims Operator can be found at the following link http://trademark-clearinghouse.com/.

Where applicable the Registry Operator's role is to verify the information provided by a Registrar to the Registry Operator, with that information that is contained in the Trademark Clearinghouse. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse

Definitions

ASCII means the American standard code for information interchange.

Allocation means the method by which a domain name is created and assigned to an Applicant, Allocated shall have a corresponding meaning.

Applicant means a natural person, company, or organization submitting a Sunrise or Landrush Application.

Application means 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 means 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 means 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 means any period during which the Claims Services are provided.

Complainant is a person (legal or natural) who makes a complaint under this Plan.

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., "second.top"].

Domain Name Label means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name "second.top", "second" is the label].

Eligible for Allocation means a domain name that Registry Operator may assign, designate or otherwise earmark to an Applicant following technical substantiation and at the conclusion of the applicable Launch program period.

General Availability means the point in time following which requests to register a domain name may be received from any eligible party on a first come, first served basis. General Registration means the point in time after the conclusion of the Sunrise Period in which domain names are generally available for registration by all interested parties that are qualified to register domain names in the TLD.

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ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

ICANN Registry Agreement Date refers to the date on which Registry Operator executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 01 October 2013.

Identical Match is when the domain name label is an identical match to the trademark, meaning that the label consists of the complete and identical textual elements of the mark in accordance with section 4.2.1 of the TMCH Guidelines. In this regard:

a) For a trademark exclusively consisting of letters, words, numerals and/or special characters: the recorded name of the mark is an identical match to the reported name as long as all characters are included in the trademark record provided to the TMCH and in the same order in which they appear on the trademark certificate.

b) For a marks that do not exclusively consist of letters, words, numerals, or special characters: the recorded name of the trademark is an identical match to the reported name as long as the name of the trademark includes letters, words, numerals, keyboard
signs, and punctuation marks that are:

(i) predominant;
(ii) clearly separable or distinguishable from the device element; and
(iii) all predominant characters are included in the trademark record submitted to the TMCH in the same order they appear in the mark.

Label means a string of characters used to form part of a domain name.

Landrush Period means a period between the Sunrise Period and General Availability during which Applications for a domain name may be received from any interested eligible party.

Launch Program means the Sunrise Period and the Landrush Period described in this document but does not include General Availability.

Non-generic trademarks are trademarks that cannot be found within a dictionary for any language that can be substantially provided in ASCII format on the internet.

Panelist is the person or organization appointed by the Provider to provide a written decision in relation to a dispute arising under this Plan.

Respondent is the applicant or registrant of the domain name(s), or the DPML account holder subject to a complaint under this Plan.

Registrar means a Domain Name registrar that is (i] accredited by ICANN and (ii] has entered into a Registry-Registrar Agreement with the Registry Operator for the TLD.

Registry Operator means the .WED Top Level Domain owned and operated by Atgron, Inc..

Registry Website refers to www.nic.WED or other TLD-specific URL directed from such
website.

Service means the services that Registry Operator provides in relation to the TLD.

SMD File means 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.

Sunrise Application means the non-transferrable, complete, technically correct request for a Domain Name Registration submitted by a Registrar to the Registry during the Sunrise Period.

Sunrise Dispute Resolution Process Provider is the dispute resolution provider appointed by Registry Operator to administer resolution of disputes arising under this Plan is the National Arbitration Forum ("NAF") and their applicable policies are located is http://domains.adrforum.com/, and are incorporated by reference herein.

Sunrise-Eligible Rights Holders means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this Plan.

Sunrise Eligibility Requirements means the requirements outlined in this Plan that an Applicant must meet to participate in the Sunrise Period.

Sunrise Registration means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

Sunrise Period means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period and General Availability.

TLD means Top Level Domain and for the purpose of this Plan the TLD shall be WED.

TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks. See (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.

Trademark Clearinghouse means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.

Trademark Clearinghouse Guidelines (TMCH Guidelines) means the guidelines which can be found at the following link: http://www.trademark-clearinghouse.com (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.
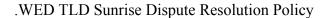
Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

Trademark Match means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

Trademark Record means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

Validated Mark means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

We, us and our refers to Atgron, Inc. as the .WED Registry Operator or our designated representatives.

Launch Schedule

The following is a brief overview of each of the periods that will be implemented in launching the TLD.

These periods are described in greater detail in the relevant sections of this document. This Plan is not applicable to General Availability.

- Start Date Sunrise period Mar 17, 2014 1400 UTC – Apr 18, 2014 1400 UTC
- Limited Registration/Landrush Mar 17, 2014 1400 UTC – Apr 18, 2014 1400 UTC
- Sunrise delegation - Apr 18, 2014 1400 UTC
- Landrush delegation – Apr 19, 2014 1400 UTC
- Quiet Period - Apr 19, 2014 - April 30, 2014
- General Availability May 1, 2014 1400 UTC
- Claims period – May 1, 2014 1400 UTC – Jul 31, 2014 1400 UTC

Sunrise Period

Scope and Timing:

Registry Operator will offer a thirty (30) day Start Date Sunrise Period, specifically in relation to Rights Protection Mechanisms. The Sunrise Period allows trademark holders the ability to secure their trademarks in a .WED 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 based upon a first-come first-served receipt of the Sunrise Application(s) with the exception of .wed TLD ICANN accredited Registrars with valid SMD files in the TMCH. These Regitrars will be allocated prior to all other applicants to conduct Sunrise Registrar-related activities.

Application Process:

The following process applies to Sunrise Applications:

SMD Files are submitted with Sunrise Applications.

Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected.

Domain Names will be allocated to the Applicant on a first-come first-served, 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.

Available Sunrise Registration Periods:

Sunrise Period Registrations may be purchased for a maximum of two (2) years at the second level and a maximum of 10 years at the third level.

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. 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.

Permanent Trademark Block Program

Eligible Applicants may apply to a sponsoring Registrar to obtain a permanent (up to the maximum ten (10) years allowed by ICANN regulations) block within the .WED TLD for any non-generic trademark. Non-generic trademarks are trademarks that cannot be found within a dictionary for any language that can be substantially provided in ASCII format. A one-time fee will be paid to a sponsoring Registrar to block a trademark and up to 10 verified abused variants of trademarks registered in the Trademark Clearinghouse. Each additional 10 verified abused variants will incur and additional one-time fee.

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, will allocate a Domain Name if:

- The Domain Name owner is an accredited Registrar who has signed the .wed TLD Registry Registrar Agreement and is a Rights Holder verified in the TMCH for the specified domain label;
- 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:

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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;
- non-ASCII, not applicable to .WED TLD.
- not begin or end with a hyphen;
- not exceed 63 characters;
- contains at least one character.

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.

- 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;

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- 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.

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 23 January 2014. An SDRP Complaint may be filed against a domain name registered during the .WED TLD sunrise period, no later than 90 days after Sunrise end date. SDRP Complaints shall be filed directly with the National Arbitration Forum (http://domains.adrforum.com).

1. Purpose.

   Domain names in the .WED 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 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-Trademarks[2]

   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[3]; 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.

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[2] 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 TMCH RPM requirements 30 September 2013. Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the TMCH and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.
[3] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot", shall be considered.

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b. SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the .WED TLD shall be brought no later than 90 days after Sunrise end date.

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.

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.

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

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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. 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 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.

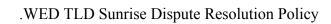e. Implementation of a Lock and the Decision
If a Panelist's decision requires a change to the status of a registered domain name, the Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the 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

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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.

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 Operator 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[4]; 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.

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[4] The Forum may correct typographical and purely administrative errors without notice.

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Landrush Period

Overview:

Registry Operator will offer a thirty (30) day Landrush Period to be conducted simultaneously with the Sunrise Period. A Landrush Period operates to allow any eligible Applicant to apply for a domain name in the TLD before the commencement of General Availability. The Landrush Period will be in effect from the date so described in the Launch Schedule in this Plan.

Operation:

In order to participate in a Landrush Period, the Applicant must submit an Application for a domain name that:

- was not previously Allocated;
- is eligible for Allocation.

Eligible Applicants:

Participation in the Landrush Period is restricted to Applicants who comply with the eligibility requirements of the TLD as described in this Plan (See "Requirements for Application" Section below).

Allocation:

Domain names will be Allocated on a first-come first-served basis except for .wed applications provided to winners of raffles provided to couples getting married at bridal shows attended by Atgron personnel for a complimentary one year registration of a .wed domain name. These registrations will be allocated prior to Landrush applications but after Sunrise Rights Holders. A domain name Allocated as a result of a Landrush Period may be registered for maximum term of two (2) years at the second level and ten (10) years at the third level.

Claims Period

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 entire duration of the Landrush Period described in this document; and
- 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.

Requirements for Application

Eligibility:

The mission and purpose of the .WED TLD is to provide as many couples around the world with the .WED domain name they desire to celebrate their special day. We will have a very different approach from existing TLDs in that we will encourage the turnover of .WED sites so that the next happy couple can obtain their desired domain name. We will also offer hundreds and eventually thousands of third level extensions designed to allow couples to be more expressive. The .WED domain is designed to assist general public use of the internet which may not be long term. We also prohibit "investment" in .WED domain names for resale or monetization via advertising in our Public Interest Commitments because these practices will present barrier to our target audience. Given its generic appeal, the TLD will operate with no eligibility restrictions.
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To support the mission and purpose of the TLD registering and renewing domain names in the TLD is open to any interested parties and there will be no prerequisite for an Applicant to provide or demonstrate eligibility when applying for a domain name in the TLD.

Domain names in the TLD are subject to Policies which can be found on the Registry Operator's website at www.atgron.com.

Application:

An Application for a domain name must be made through a Registrar. Applications for domain names are subject to the eligibility requirements of the TLD.

By submitting an Application you acknowledge that the Application, and if successful the subsequent Allocation of the domain name are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties.

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that may be required by Registry Operator, as described in this Plan or any other applicable policy of Registry Operator.

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has commenced.

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Successful Applicants must enter into an agreement for the domain name with their Registrar.

Availability of Domain Names:

All Applications for domain names are subject to the requested domain name's availability.

During any of the periods described in this Plan a domain name may be:

- reserved or restricted; or
- have been previously Allocated; or
- Eligible for Allocation to another entity.

Processing of Applications:

Applications for domain names will be processed Registry Operator at the conclusion of the relevant period of the Launch Program. Registry Operator will perform technical substantiation of information received in relation to an Application with the TMCH Sunrise and Claims Operator.

Allocation of Domain Names:

For each of the periods described in this Plan, Registry Operator will be allocated on a first-come first-served basis.

An Application for a domain name will be Eligible for Allocation:

• upon passing of the technical substantiation process.

Where the Application is not Allocated within 120 calendar days of being Eligible for allocation, that Application shall be considered abandoned and the applied for domain name may:

- become available in subsequent periods of the Launch Program, or General Availability;
- be reserved or restricted by Registry Operator, subject to this and any other applicable policy issued by Registry Operator, ICANN or any contracted third parties with Registry Operator to perform or support registry related functions.

Representations and Warranties:

All Applications for domain names are subject to our policies, and policies, procedures and requirements, as issued by ICANN.

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The Registry Operator's policy documents can be found at http://www.atgron.com.

Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

- it has the authority to make an Application;
- the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- where the Application relates to a Sunrise Period, to the best of the Applicant's knowledge the requested Label is a Trademark Match to the Validated Mark

The Applicant and the Registrar understands and acknowledges:

- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant; and

- Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the our policy.

By submitting an Application for a domain name the Applicant and the Registrar agree:

- to be subject to this Plan and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- that Registry Operator reserves the right to deny any Application, or cancel, lock, place on hold, transfer or delete any domain name that it deems necessary, in its sole discretion:
- to protect the integrity and stability of the Service;
- to comply with our obligations;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- to ensure compliance with the our policies;
- for the non-payment to us of any fee; or
- to correct mistakes made by us, or any Registrar, or any of its service providers in connection with an Application or a domain name.
- to indemnify and keep us (including our employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses,

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liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with your breach of any policy or agreement that you may have with Registry Operator.

Other .WED TLD Policies

Additional .WED TLD Policies can be found on the Atgron website Terms and Condition page. Atgron Terms and Conditions

- Registrant Agreement
- Acceptable Use Policy
- Privacy Policy

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