



.BIO LAUNCH PLAN

Last Update: May 30, 2014

Starting Dot Ltd.

BACKGROUND

The Launch plan Registry Policy (the “Policy”) of Starting Dot Limited (the “Registry”), the Registry operator of the .BIO Top-Level Domain (the “TLD”) is to be read together with .BIO Registry Agreement (the “RA”), the .BIO Domain Name Policy (the “DNP”), words and phrases used in this Policy shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.

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 names at the second level in the TLD) availability:

Phase	Description
Sunrise Phase	This registration period is designed to provide qualified trademark and service trademark owners an opportunity to register their respective Trademarks and Service trademarks, in an equitable process, prior to the General Availability Phase and subject to the terms and conditions as defined in this Policy, in accordance with ICANN Rights Protection Mechanism (RPM).
Landrush Phase	A period, commencing during the Sunrise Phase, during which Domain Names registration request may be submitted, provided that the Registry will not allocate any of those applied-for Domain Names until the complete allocation of the Domain Names reserved during the Sunrise Phase.
Quiet Phase	A phase after Sunrise and Landrush Phases not lasting more than ten (10) days during which no applications or registrations are accepted.
General Availability Phase	The period commencing after the Landrush Phase and the subsequent Quiet Phase when Domain Names are available to the general public on a first come, first served basis.

2. Launch Schedule

Launch Phase	Length	Claims Period	Start Date/Time (UTC)	End Date/Time (UTC)
Sunrise Phase	60 Days	No	June 11, 2014. 10:00:00 UTC	August 10, 2014. 10:00:00 UTC
Landrush Phase	30 Days	Yes	July 11, 2014. 10:00:00 UTC	August 10, 2014. 10:00:00 UTC
General Availability Phase	N/A	Yes	August 21, 2014. 10:00:00 UTC	

3. Sunrise Registration Policy

During the Sunrise Period, only Signed Mark Data (SMD) file holders (or their agents) are allowed to submit Sunrise Application(s) (which refers to the request(s) for a Domain Name registration submitted by a Registrar to the Registry during the Sunrise phase and including a valid SMD file).

The holder of a trademark (the “Trademark Holder”) that has been previously verified by the officially mandated ICANN Trademark Clearinghouse and which fulfills the eligibility requirements set out in the .BIO Domain Name Policy shall have the opportunity to apply for and register the label that corresponds with the approved trademark of the Trademark Holder.

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.

Sunrise Period registrations may be purchased in yearly increments of no less than two (2) years and no more than ten (10) years, commencing on the date on which the Domain Name is registered.

The Registry shall:

- (i) notify the TMCH whenever a valid Sunrise application is received; and
- (ii) charge a Sunrise fee for registration of Domain Names during the Sunrise Phase, inclusive of non-refundable application validation fee for each submitted application.

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 .BIO Domain Name Policy, TMCH Claims Service, and applicable laws and regulations.

Domain Names awarded to eligible uncontested applicants shall be promoted to a full domain registration following the conclusion of the Sunrise Phase. At the end of the Sunrise Phase, if more than one application is received for the same available Domain Name, the request shall be submitted to the Registry’s third-party auction provider, who will conduct an

auction to determine which applicant shall be permitted to register the contested Domain Name. Domain Names awarded to the prevailing party in a Sunrise Auction shall be promoted to a full domain registration pursuant to the Auction rules.

Any Domain Name that is in the list of the Reserved Names, which is visible on the Registry website at www.startingdot.com/bio/reserved/, will be set 'on-hold' during the Sunrise Phase. Such Domain Name shall not prevail over a Domain Name awarded to eligible Trademark Holder during the Sunrise Phase. Therefore, any Domain Name in the list of the Reserved Names in contention with a Domain Name allocated at the end of the Sunrise Phase will be removed from the list of the Reserved Names. All Domain Names in the Reserved List are subject to claims provided by section 6 of this Policy.

4. Landrush Registration Policy

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

Domain Name requests received during Landrush shall be allocated after Domain Names awarded to Sunrise applicants have been promoted to a full domain registration following the conclusion of the Sunrise Phase.

Domain Names awarded to eligible uncontested applicants shall be promoted to a full domain registration following the conclusion of the Sunrise Phase and of the Landrush Phase.

Applications for Domain Names received during Landrush Phase in contention with Domain names awarded at the end of the Sunrise Phase will be rejected.

Domain Names awarded to eligible uncontested Landrush applicants shall be promoted to a full domain registration following conclusion of the Landrush Phase.

If more than one application is received for the same available Domain Name, the request shall be submitted to the Registry's third-party auction provider, who will conduct an auction to determine which applicant shall be permitted to register the contested Domain Name. Domain Names awarded to the prevailing party in a Sunrise Auction shall be promoted to a full domain registration pursuant to the Auction rules.

5. Auction Rules

In case of multiple applicants applying to register an identical Domain Name during the Landrush Phase or the Sunrise Phase, conflicting applications shall be settled by an auction conducted by the Registry's third-party provider during the Quiet Phase.

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.

The auction procedure shall be as following:

- First, the auction for the Sunrise Phase shall take place; and
- Then, the auction for the Landrush Phase shall take place.

For the Sunrise Phase, the auction shall start at the Sunrise registration fee plus EUR 1 € (one Euro), 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.

At the end of the Sunrise Phase auction, the Landrush auction shall take place, which shall start at the Landrush registration fee plus EUR 1 € (one Euro), 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.

In the event no applicant bid has been made at auction, the first valid application received shall be awarded the Domain Name.

Detailed auction rules will be available on the auction provider website at www.sedo.com.

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 registration fee, except from the non-refundable Landrush application fee.

6. Sunrise Dispute Resolution Process

An SDRP Complaint may be filed against a domain name registered during the Sunrise Phase until ninety (90) days after the end of the Sunrise Phase. Such claim also applies against any .BIO Domain Name that is in the Reserved List. Disputes regarding Sunrise eligibility shall be find in the Sunrise Dispute Resolution Policy ("SDRP").

In the event of a dispute beyond the scope of the dispute resolution procedures found in the SDRP, the disputing parties should seek legal advice and file an action in an appropriate international forum.

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.bio@startingdot.com.

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 that the serving party takes additional steps before the Registry shall comply with any order or award.

7. General Availability Phase

During the General Availability Phase 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.

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

8. Representation and warranties

When submitting Sunrise Applications and/or Landrush Applications and/or Domain Name 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.

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.

In the event of rejection, 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.

9. Legal Disclaimers

a. No Guarantee

The Registry provides no guarantees in relation to the Sunrise Phase, the Landrush Phase, or the General Availability registration. Acquisitions of 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 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 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.

b. Limitation of Liability

APPLICANTS PARTICIPATING 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 THE 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; OR (9) 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 EUR). BECAUSE SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.