

.NEUSTAR Launch Policies

Introduction

This Plan has been developed to describe the Launch Program for the .NEUSTAR Top Level Domain ("TLD") by Neustar, Inc. ("Registry Operator").

As recognized by ICANN, the TLD qualifies as a .BRAND TLD and as such incorporates Specification 13 in the TLD's Registry Agreement, which exempts Registry Operator from the requirement to conduct a Sunrise Period prior to opening up General Registration, or any other Limited Registration Period. As such, upon launch, the TLD will proceed immediately to General Availability.

This document forms the complete initial plan, policy and process adopted by the Registry Operator for the launch of the TLD.

Background

Rights Protection Mechanisms and the Trademark Clearinghouse

ICANN has established the Trademark Clearinghouse ("TMCH") and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms. Registry Operator's implementation of the mandatory Claims Period has been integrated and tested with the TMCH Sunrise and Claims Operator appointed by ICANN ("TMCH Service Provider"). Information about the Trademark Clearinghouse and the TMCH Service Provider can be found at the following link <http://trademark-clearinghouse.com/>.

Registry Operator's role is to verify that the information provided to it by a registrar matches the information that is contained in the TMCH. Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

If the event that Registry Operator changes the nature of the .NEUSTAR TLD such that the TLD no longer meets the criteria set forth in Specification 13, Registry Operator will implement a Sunrise Period and amend these launch policies to include the policies and procedures required under such Rights Protection Mechanism.

Purpose

The purpose of this plan is to outline our Launch Program for the TLD, by describing, among other things the terms and processes by which eligible parties may register a Domain Name.

This plan applies to persons or entities submitting an Application and Registrars.

Definitions

Affiliate means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified.

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

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.

.BRAND TLD means a TLD for which Specification 13 has been incorporated into the ICANN Registry Agreement.

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.

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., platformone.neustar).

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

Eligibility Requirements means policies governing what entities and/or individuals may register domains in the TLD.

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.

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

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 5 December 2013.

Label means a string of characters used to form part of a Domain Name.

Name Selection Criteria means internal policies dictating what names may and may not be registered within the .NEUSTAR TLD.

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 Neustar, Inc., which has been approved by ICANN to operate the .NEUSTAR TLD. Registry Website refers to www.nic.NEUSTAR or other TLD-specific URL directed from such website. Service means the services that Registry Operator provides in relation to the TLD.

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

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](http://www.trademark-clearinghouse.com)).

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.

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

Trademark Clearinghouse 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.

Launch Schedule

.NEUSTAR Launch Schedule						
Phase	Duration	Claims Period	Start Date	Start Time	End Date	End Time
General Availability	Indefinite	September 10 – December 9, 2014	September 10, 2014	14:00:00 UTC	N/A	N/A

General Availability Policies

Upon launch, the .NEUSTAR TLD will proceed immediately to General Availability, which will extend indefinitely. During General Availability, Domain Names will be registered on a first-come, first-served basis. In order to determine which potential registrant is the first registrant, the timestamp in the registry system shall be used, to the exclusion of all other timestamps. Timestamps will reflect the time that a domain is approved by a Domain Manager and submitted into the registry system, having completed an internal review for compliance with Eligibility Requirements, as well as internal Name Selection Criteria and registration procedures.

Claims Period Policies

Overview

In order to meet ICANN's requirements, Claims Periods will operate for the first ninety (90) days following the launch of 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 first ninety (90) calendar days after the commencement of General Availability.

Notice and Duration

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 ICANN by submitting modified TLD Startup Information. Registry Operator may notify third parties of such an extension by any other means that Registry Operator may deem appropriate.

.NEUSTAR Domain Name Eligibility Policy and Registration Process

The .NEUSTAR Domain Name Eligibility Policy and Registration Process sets forth the guidelines that dictate the Name Selection Criteria for Domain Name registrations, who or what entities may request or register the names, how the names may be used as well as the technical criteria each name must meet.

Domain Name Eligibility Policy

Only Neustar, Inc. and its qualified subsidiaries and affiliates will be allowed to request second-level domain registrations under the .NEUSTAR TLD.

Domain Name Registration Process

The registrations within .NEUSTAR will be conducted in accordance with Neustar, Inc.'s internal Corporate Domain Names Purchase Process.

Within this process, only a small number of designated Registry Product Managers will be able to submit registrations for .NEUSTAR Domain Names. Once a Domain Name has undergone the standard review, and is deemed in compliance with internal rules and procedures by representatives from Neustar Inc.'s Corporate Communications Department and Legal Department, the Domain Name will be approved and submitted to the Registry Product Manager for registration through a 2013 ICANN-accredited registrar. The designated Registry Product Managers will also be responsible for initiating all Renewals or Registrar Transfers for Domain Names within the .NEUSTAR TLD.

This controlled process will ensure that all Domain Names within .NEUSTAR are registered in accordance with the .NEUSTAR Eligibility Policy.

Acceptable Use Policy

This Acceptable Use Policy gives Neustar, Inc. ("Registry Operator") the ability to quickly lock, cancel, transfer or take ownership of any .NEUSTAR Domain Name, either temporarily or permanently, if the Domain Name is being used in a manner that appears to threaten the stability, integrity or security of the Registry Operator or any of its registrar partners – and/or that may put the safety and security of any registrant or user at risk. The process also allows the Registry to take preventive measures to avoid any such criminal or security threats.

The Acceptable Use Policy may be triggered through a variety of channels, including, among other things, private complaint, public alert, government or enforcement agency outreach, and the on-going monitoring by the Registry or its partners. In all cases, the Registry Operator or its designees will alert Registry Operator's registrar partners about any identified threats, and will work closely with them to bring offending sites into compliance.

The following are some (but not all) activities that may be subject to rapid domain compliance:

- Phishing: the attempt to acquire personally identifiable information by masquerading as a website other than one's own.
- Pharming: the redirection of Internet users to websites other than those the user intends to visit, usually through unauthorized changes to the Hosts file on a victim's computer or DNS records in DNS servers.
- Dissemination of Malware: the intentional creation and distribution of "malicious" software designed to infiltrate a computer system without the owner's consent, including, without limitation, computer viruses, worms, key loggers, and Trojans.
- Fast Flux Hosting: a technique used to shelter Phishing, Pharming and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent websites are changed rapidly so as to make the true location of the sites difficult to find.
- Botnetting: the development and use of a command, agent, motor, service, or software which is implemented: (1) to remotely control the computer or computer system of an Internet user without their knowledge or consent, (2) to generate direct denial of service (DDOS) attacks.
- Malicious Hacking: the attempt to gain unauthorized access (or exceed the level of authorized access) to a computer, information system, user account or profile, database, or security system.
- Child Pornography: the storage, publication, display and/or dissemination of pornographic materials depicting individuals under the age of majority in the relevant jurisdiction.

TLD Administrator Reservation of Rights

Neustar, Inc. reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, Neustar, Inc. reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry or any Registrar in connection with a Domain Name registration. Neustar, Inc. also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

Whois Access Policy

Dissemination of Domain Registration Information: Neustar, Inc. ("Registry Operator") is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Operator's website using a searchable web interface at <http://www.nic.neustar/whois>. Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; the Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access.

By submitting a Whois query to the Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). The Registry Operator reserves the right to modify this Policy at any time and without notice. Any revisions will be posted on the [nic.neustar](http://www.nic.neustar) website.

Security and Stability Considerations:

Abuse of the Registry Operator's Whois system through data mining is mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

The Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any Registry Operator policy. At Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

Terms of Use:

By submitting a WHOIS query, you agree that you will not use this data:

- To allow, enable or otherwise support in any way the transmission of unsolicited, commercial advertising or other solicitations whether via direct mail, email, telephone or otherwise;
- To enable high volume, automated, electronic processes that apply to the registry (or its systems);
- For target advertising in any possible way;
- To cause nuisance in any possible way to the registrants by sending (whether by automated, electronic processes capable of enabling high volumes or other possible means) messages to them;
- To violate any law, rule, regulation or statute; and/or
- In contravention of any applicable data and privacy protection acts.

Without prejudice to the above, it is explicitly forbidden to extract, copy and/or use or re-utilize in any form and by any means (electronically or not) the whole or a quantitatively or qualitatively substantial part of the contents of the WHOIS database without prior and explicit permission by Neustar, nor in any attempt hereof, or to apply automated, electronic processes to Neustar (or its systems).

You agree that any reproduction and/or transmission of data for commercial purposes will always be considered as the extraction of a substantial part of the content of the WHOIS database. By utilizing this website and/or

submitting a query you agree to abide by this policy and accept that Neustar, can take measures to limit the use of its WHOIS services in order to protect the privacy of its registrants or the integrity of the database.

Neustar reserves the right to make changes to the Website, the Service(s) and these Terms and Conditions at any time without prior notice.

It is your responsibility to review these Terms and Conditions each time you access or use the Website and/or Service(s) to keep apprised of any changes. If you do not agree to the changes implemented by Neustar, your sole and exclusive remedy is to terminate your use of the Website and/or Service(s).

Privacy

Neustar, Inc. will ensure that the operation of the .NEUSTAR TLD will be consistent with Neustar, Inc.'s Privacy Policy, available on its website at: http://www.neustar.biz/privacy/privacy_policy#.U8_72PldVsk.