

.SHELL Domain Name Registration Policy as at 6 November 2015

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.SHELL Domain Name Registration Policy

This .SHELL Domain Name Registration Policy (.SHELL Domain Policy) sets out the terms and conditions governing the registration and use of domain names in the .SHELL Top Level Domain.

The .SHELL Domain Policy may be updated periodically. The current version can be found at *nic.shell/policy*, and continued registration or use of a .SHELL domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the current terms of the .SHELL Domain Policy is to cancel your domain name registration. The terms of the .SHELL Domain Policy as described below constitute the entire agreement concerning the registration of a .SHELL domain name; no other agreements or representations supplement or alter the terms of the .SHELL Domain Policy, except as expressly incorporated herein.

General/Definitions

Shell Affiliates means any Person that (i) directly or indirectly controls or is controlled by the relevant party; or (ii) is directly or indirectly controlled by a Person that also directly or indirectly controls the relevant Party. For the purpose of this definition a Person controls another Person if such Person (i) holds fifty percent (50%) or more of the participating interest, equity, shares or voting rights in such Person, whether directly or indirectly, through one or more intermediaries or otherwise or (ii) has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. "Person" means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, or unincorporated venture.

Trade Mark Licensee means an entity as defined in Specification 13 of the ICANN Registry Agreement applicable to the .SHELL Top-Level Domain available at www.icann.org/en/about/agreements/registries/shell except that the word Registry Operator is to be replaced by .Shell Registry Operator and the word Affiliate is to be replaced by Shell Affiliate in order to be consistent with the definitions used in this policy.

Abuse Point of Contact means the .SHELL Top Level Domain's abuse response team, which can be contacted at abuse@valideus.com.

Identical Match means that the domain name consists of the complete and Identical textual elements of a Clearinghouse-validated trademark. In this regard: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it ("@" and "&"); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural or "marks contained" (e.g., "brandx" in "brandxproducts") qualify for inclusion.

Registrar means an accredited registrar that is also accredited for the .SHELL Registry. A registrar is a company designed to provide domain registration services to other companies or individuals. Com Laude has been selected as the exclusive registrar for the .SHELL Top Level Domain.

.SHELL Registry or .SHELL Registry Operator means the entity administering the .SHELL Top Level Domain, being the team in the Shell in charge of the .SHELL operations.

Registry Services Provider means the entity providing back-end technical and operational services for the .SHELL Registry, in this case, Verisign.

Trademark Claims means notice to a prospective domain name registrant of the scope of the mark holder's rights whereby the prospective registrant warrants that: (i) they have received notification that the mark(s) is included in the Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not

infringe on the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the registrant attesting to its non-infringement, the Registrar or the Clearinghouse will notify the mark holders(s) of the registration.

Trademark Clearinghouse means a central storage repository of validated (authenticated) trademark rights-related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services.

Top Level Domain means the final characters after the dot in a domain name; in the case of *nic.shell*, this is “.SHELL”.

Shell (or “we” or “us”) means Shell Information Technology International Inc.

.SHELL means the .SHELL Top Level Domain.

.SHELL Domain Policy the .SHELL Domain Name Registration Policy which sets out the terms and conditions governing the registration and use of domain names in the .SHELL Top Level Domain.

You or your means an individual or entity seeking to initiate registration of a .SHELL domain name, or if allowed, the domain name registrant).

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

All communications and information under this .SHELL Domain Policy shall be in English.

Registration Terms & Conditions

By submitting a request to register a .SHELL domain name, or by asking us to maintain or renew a .SHELL domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by the .SHELL Domain Policy
- you warrant and represent that you meet the .SHELL domain name registration eligibility criteria
- you warrant and represent that you are legally capable, and authorized to enter into an agreement for a .SHELL domain name registration
- you acknowledge and agree that all .SHELL domain name registrations are, and shall irrevocably remain, the sole property of Shell and that any attempted transfer, delegation, or assignment to any third party may be considered void ab initio
- registration of a .SHELL domain name merely provides you with a temporary, revocable, and non-transferrable license to register and use that domain name, and you agree that all .SHELL domain name registrations are made for the benefit of Shell in furtherance of its goals and operating principles
- you agree that Shell's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .SHELL domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, Shell may publish these contact details or provide them to third parties
- you agree to immediately (but at least within 48 hours of any change) update your contact details and to certify their accuracy annually
 - you agree that any change or update to your contact details may be subject to prior approval by Shell

- Shell reserves the right to periodically verify your contact details, and to cancel, suspend, or revoke your domain name registration for any non-compliance with the .SHELL Domain Policy including your obligation to provide accurate and current contact details
- you agree to indemnify and hold Shell harmless for any communication failure due to your provision of inaccurate contact details
- you understand that Shell disclaims all liability for any communication failure due to your provision of inaccurate contact details
- you understand and agree that if relevant, and in appropriate circumstances, the publicly-available Whois information for .SHELL domain name registrations may reflect a Shell group company as the domain name registrant
- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you agree that for certain aspects of the management of the .SHELL Top Level Domain, for example a rapid takedown process, Shell may delegate certain functions to an agent such as its registry services provider
- you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including
 - the Uniform Domain Name Dispute Resolution Policy (“UDRP”); the UDRP and rules are located at: www.icann.org/dndr/udrp/policy.htm
 - the Uniform Rapid Suspension system (“URS”); the URS and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>

You also agree to the applicability of Shell's Terms of Service, which are incorporated herein, and which are available at www.shell.com/global/aboutshell/website-social-mobile/about-our-website/terms.html, including as to Indemnity, Disclaimers or Warranties, and Limitation of Liability.

You agree that Shell reserves the right, in its sole discretion, to suspend, lock, cancel, revoke, or otherwise alter any .SHELL domain name registration: (i) to protect the interests of Shell; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process including ICANN rights protection mechanisms; (iii) to avoid any civil or criminal liability against Shell or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to the .SHELL Domain Policy; or, (v) to remedy any error in connection with a .SHELL domain name registration; or (vi) as otherwise deemed necessary by Shell in its sole discretion.

Registration Eligibility

Eligibility to register and use .SHELL domain names, at any level, is limited to Shell, Shell Affiliates, or Shell Trademark Licensees.

Only Shell, Shell Affiliates, or Shell Trademark Licensees who agree to be bound by the terms of the .SHELL Domain Policy are eligible to register or use a .SHELL domain name. .SHELL domain names may not under any circumstances be registered or used by third parties other than Shell, Shell's Affiliates, or Trademark Licensees.

Shell reserves the right, for any reason, to periodically verify .SHELL domain name registration eligibility. Any determination as to such eligibility shall be made by Shell in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. Shell reserves the right, in its sole discretion, to suspend, cancel, revoke, or take other action it deems necessary with respect to a .SHELL domain name registrant in the event it determines that their registration violates the

registration eligibility criteria. Questions about a determination by Shell as to .SHELL domain name registration eligibility should be directed to the .SHELL domain management team.

To assist in ensuring compliance with the .SHELL Domain Policy, “privacy” or “proxy” registrations may not be permitted in the .SHELL Top Level Domain.

Domain Name Registration Rules

Domain name registrations in the .SHELL Top Level Domain follow a four-step process managed by .Shell domain management team: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; (iv) Registration.

.SHELL domain name registrations are available to eligible registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .SHELL Top Level Domain, they will be subject to the .SHELL IDN registration pairing rules as and when they are developed.

Eligible registrants who meet the naming convention check and acceptable use review will have the domain name registered by .SHELL domain management team as per its internal domain management process and any renewals will also be made through the .SHELL domain name management team by such process.

(i) Eligibility Confirmation

Prior to any .SHELL domain name registration or renewal, and at any time during the registration life cycle, domain name registrations will be verified by Shell for compliance with the .SHELL Domain Policy including as to eligibility.

(ii) Naming Convention Check

.SHELL domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these
- c. must start and end with an alphanumeric character, not a hyphen
- d. must not be a Reserved Name, as described herein
- e. domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid Internationalized Domain Name in ASCII encoding (for example “xn--ndk061n”).

(iii) Acceptable Use Review

By asking us to register or renew a .SHELL domain name registration, you warrant and represent that your .SHELL domain name registration does and will at all times comply with the .SHELL Domain Policy.

Registration or renewal of a .SHELL domain name is subject to Shell's satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during a .SHELL domain name registration.

(iv) Registration

Provided that the .SHELL eligibility confirmation, naming convention check, and acceptable use review are satisfied, and the appropriate fees paid, the .Shell domain management team will provide a secure instruction per its internal domain management process to the Registrar to proceed with the registration or renewal of your .SHELL domain name.

If at any point prior to the registration expiration date you no longer wish to maintain your .SHELL domain name registration, you may submit a written request by email to Shell at ipladmin@shell.com and the Registrar requesting cancellation of your registration. Please note that if you cancel your .SHELL domain name registration, Shell is under no obligation to make that domain name available for your future registration.

At the conclusion of the registration period for your .SHELL domain name, unless you have instructed the .SHELL domain management team otherwise prior to the expiration of your .SHELL domain name registration, the .SHELL domain management team will request the Registrar renew your .SHELL domain name registration on the basis of an agreed standing renewal order ; in the event your .SHELL domain name registration is renewed, the .SHELL domain management team will collect any applicable renewal fees charged by the Registrar from you.

Acceptable Use

Shell reserves the right to periodically review .SHELL domain name registrations (including any website resolving from such registration) for compliance with the .SHELL Domain Policy. For example, but without limitation, by registering a .SHELL domain name, or by asking us to maintain or renew a .SHELL domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .SHELL domain name does not and will not:
 - give rise to any morally objectionable or otherwise socially questionable conduct
 - violate any applicable laws or regulations
 - in any way harm the reputation or goals and operating principles of Shell

You further agree that Shell may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .SHELL Domain Policy if your registration or use of a .SHELL domain name violates the .SHELL Domain Policy or applicable law, or otherwise violates standards of conduct deemed acceptable to Shell.

By registering a .SHELL domain name, or by asking us to maintain or renew a .SHELL domain name registration, you agree to use Shell's internal domain policy in relation to technical and operations matters.

Any failure to comply with these acceptable use standards may be considered a breach of the .SHELL Domain Policy and may, in Shell's sole discretion, be grounds for the suspension, cancellation, or revocation of your .SHELL domain name registration.

Reserved Names

The following terms are reserved from registration by third parties reserved terms prohibited by ICANN from availability for registration including as provided in in Specification 5 of the ICANN Registry Agreement applicable to the .SHELL Top Level Domain, and in particular:

1. the terms "example", "www", "rdds", and "whois" at all levels, which at Shell's discretion shall be withheld from registration or allocated to Shell
2. the term "nic", at all levels, as this term shall be allocated to Shell for use in connection with the operation of the .SHELL Top Level Domain

Rapid Takedown Process

In furtherance of Shell's efforts aimed at abuse prevention and mitigation, or where it appears that a .SHELL domain name is being used to threaten the stability or security of the .SHELL Top Level Domain or is a part of a real-time investigation by law enforcement, Shell may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by Shell, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to Shell on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of Shell's request, Shell may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If Shell determines that the subject domain name is being used to threaten the stability or security of the .SHELL Top Level Domain or is a part of a real-time investigation by law enforcement, Shell reserves the right to immediately remove the subject domain name from the zone, in which case Shell will inform the Registrar of such action being taken.

Abuse Prevention and Mitigation

Shell will not tolerate abusive or malicious conduct (including, but not limited to: illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal child sexual images, online sale or distribution of illegal pharmaceuticals) in the .SHELL Top Level Domain. In addition to any monitoring Shell may undertake to prevent abusive or malicious conduct, Shell has established an abuse point of contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .SHELL Top Level Domain.

In the event of any suspected abusive or malicious conduct or violation of the .SHELL Domain Policy or any applicable laws, Shell may suspend or lock your domain name registration pending resolution of any such suspected violation. Shell may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, Shell may periodically conduct technical analyses to assess whether domain names in the .SHELL Top Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets. If Shell identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the registrar does not take immediate action, Shell may suspend the domain name until the matter is resolved.

Shell or its delegate may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

Abuse Point of Contact

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .SHELL Top Level Domain should be directed to the .SHELL Abuse Point of Contact. Complaints may also concern Whois information accuracy, or concerns that a domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .SHELL Abuse Point of Contact can be reached by email at: abuse@valideus.com.

Or by mail at:

Abuse Contact

Registry Abuse Department

Valideus Ltd

28-30 Little Russell Street

London
WC1A 2HN

Data & Privacy

By applying to register a .SHELL domain name, or by asking us to maintain or renew a domain name registration, you agree to the applicability of the current version of the .SHELL Privacy Policy as stated in the .Shell Domain Name Privacy Policy document attached on this site.

You agree that Shell's Whois data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .SHELL domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, Shell may publish these contact details or provide them to third parties.

You also agree that ICANN may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete Whois contact information.

Disputes

All complaints in relation to a .SHELL domain name registration, including complaints concerning your domain registration between you and Shell or a complaint that a domain registration does not meet the eligibility requirements or other restrictions should be submitted under the Complaints Procedure mechanism in www.shell.com Terms and Conditions, available at: www.shell.com/global/aboutshell/website-social-mobile/about-our-website/terms.html.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

(i) UDRP

By registering a .SHELL domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: www.icann.org/dndr/udrp/policy.htm.

(i) URS

By registering a .SHELL domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>.

.SHELL Launch Policies

Trademark Claims Notice

For purposes of .SHELL Trademark Claims Shell will recognize and honor all word marks that have been or are: (i) nationally or regionally registered; (ii) court-validated; or (iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Clearinghouse for inclusion – for purposes of Trademark Claims no demonstration of use is required.

The Registrar will provide notice to trademark owners whose marks have been validated by the Clearinghouse where a .SHELL registration which is an exact Identical Match to their trademark is registered during the .SHELL Sunrise and for the first 90 days after the .SHELL Top Level Domain is open for general registration.

During the Trademark Claims Period, an attempt to register a domain name that is an Identical Match to a Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a registrant's confirmation that they have received and understand Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by Shell in accordance with the .SHELL Domain Policy. If, pursuant to the .SHELL Domain Policy, a request to register a .SHELL domain name which is an Identical Match to a Clearinghouse-validated mark is eligible and subsequently registered, Shell or the Registrar will notify the relevant mark holders(s) of the registration.

**TRADEMARK
NOTICE**

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following [number] marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName>
Jurisdiction: <tmNotice:jurDesc>
Goods and Services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable:
<tmNotice:classDesc>
Trademark Registrant: <tmNotice:holder>
Trademark Registrant Contact: <tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number:
UDRP Provider:

2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice, see <link to informational page>.

