



**Uniregistry**

# **Uniregistry Launch Plan and Related Policies**

Version 1.3

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# 1 General Provisions

## 1.1 Scope and Applicability

This document summarizes the processes, procedures, and rules applicable to launch-phase **Registration** of a name in the .diet gTLD as of 20 August 2014.

Capitalized terms and phrases not defined in context are defined in Section 4.

## 1.2 Launch Timeline

*The dates and periods listed below are subject to change.*

All such changes will be posted on the Registry website at [www.uniregistry.link](http://www.uniregistry.link) (the “**Registry Website**”).

Launch Phase	Timeframe	Description
Sunrise A Application	60 Days	The pre-launch opportunity for trademark holders to submit <b>Registration Requests</b> for .diet names corresponding to Trademark Clearinghouse (TMCH) entries. Proxy services may not be used in connection with Sunrise A Registration Requests.
Sunrise A Application Contention Resolution	15 Days	The period during which applied-for names during Sunrise A, and not qualifying for Sunrise B eligibility are allocated, and multiple requests for such names are resolved.
Sunrise B – Dot-Spanning	60 Days	The pre-launch opportunity for Sunrise A applicants for whom the terminal portion of the trademark string corresponds to diet may respond to invitations to register second-level names in .diet truncated prior to such terminal portion – i.e. in which the trademark “spans the dot”. Proxy services may not be used in connection with Sunrise B Registration Requests.
Sunrise B Application Contention Resolution	15 Days	The period during which unique names requested during Sunrise B are allocated, and multiple requests among Sunrise A and Sunrise B applications are resolved.
General Availability	As soon as possible after sunrise ends	Following the opening of general registrations. Registrants may apply on a first-come, first-served basis to register .diet names.
Premium Names	As soon as possible after sunrise ends	After the close of the Sunrise, the Registry may allocate Premium Names, designated as Registry Reserved, from time to time in its discretion via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

### 1.3 Registration of .diet Names

Registration Requests for .diet names may be submitted only by an **Accredited Registrar**.

The Registry will not accept a Registration Request for a .diet name unless it meets the following technical and syntax requirements:

- a. the name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b. the name cannot begin or end with a hyphen;
- c. the name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n");
- d. the name cannot exceed 63 characters (excluding the TLD); and
- e. until further notice, the name must contain at least 3 characters.

The Registry will not accept Sunrise Registration Requests from proxy services.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

- a. to enforce **Registry Policies** and **ICANN Requirements**; each as amended from time to time;
- b. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
- c. to protect the integrity and stability of the **Registry System**, its operations, and the .diet TLD;
- d. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry;
- e. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- f. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
- g. as otherwise provided in the **Registry-Registrar Agreement** and/or the **Registry-Registrant Agreement**.

## **1.4 Term**

.diet names may be registered for a period of no less than one year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the “Term”).

It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

## **1.5 Payment to the Registry**

The Registry will not accept a Registration Request, and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Request, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

## **1.6 Registry-Registrant Agreement**

Prior to submitting a Registration Request, the Accredited Registrar must secure the affirmative consent of the Applicant to the terms of the applicable Registry-Registrant Agreement.

## **1.7 Reserved Names**

The Registry has reserved certain names from registration in the .diet TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time. Additionally, the Registry has reserved certain names in accordance with the “Alternative Path To Delegation” provisions of Specification 6 of the Registry Agreement with ICANN.

After the conclusion of Sunrise A and B, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted.

## 2 Sunrise Rules

### 2.1 Scope and Applicability

These provisions describe the processes, procedures, and rules applicable to Sunrise A and Sunrise B as described in Section 1.2 above.

Sunrise applications may be submitted for **Available Names**, meaning .diet names that have not been reserved, restricted, or otherwise allocated prior to commencement of the respective launch phase.

### 2.2 Eligible Applicants

#### 2.2.1 Sunrise A Eligibility

To be eligible to submit a Registration Request under Sunrise A, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

Sunrise A applications may be for Resolving Registrations or Blocking Registrations. Resolving Registrations are names, which resolve to nameservers designated by the registrant. Blocking registrations are names, which include A records causing http requests to resolve to defined nameservers operated by the Registry to a fixed web page indicating that the domain name has been subject to a Blocking Registration, and which contains no content advertising or linking to any products or services.

#### 2.2.2 Sunrise B (“Spanning the Dot”) Eligibility

To be eligible to submit a Registration Request under Sunrise B, an Applicant must:

- a. Have qualified and applied for a Sunrise A Registration under the terms thereof;
- b. The qualified Sunrise A second-level string must terminate in [TLD (*and plurals or conjugate forms where indicated in the TLD application*)]; and
- c. Timely respond to the Registry invitation to register a qualifying Sunrise B name.

Following the conclusion of Sunrise A, the Registry will invite qualifying Applicants to submit requests for registration of Sunrise B names, subject to of such names being Registry Reserved names corresponding to otherwise generically useful names. Sunrise B applications may be made for resolving names only.

### 2.3 Allocation of Registration Requests (Sunrise A and B)

At the conclusion of Sunrise A and responses to invitation to register Sunrise B names, unique applications for Available Names will be allocated to Applicants who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies.

## 2.4 Sunrise Applicant Contention Resolution

In the event that two or more Sunrise Applicants from Sunrise A and Sunrise B qualify for the same second-level domain name, the Registry will hold a single-bid blind auction to allocate the domain name. For names which do not qualify for Sunrise B, within five (5) days after the close of the Sunrise A period, the Registry will contact each of the applicants for the same domain name and provide a secure URL at which they can submit a bid for the domain name on which they submitted a sunrise application. Each sunrise applicant will have five (5) days to respond. Bidders will not know the amount of the bids submitted by competing bidders. The high bidder will be allocated the domain name. In the event that two or more applicants submit bids of equal amounts that if submitted alone would be the high bid, the Registry will allow the high bidders to submit a second bid, in a similar manner and with a similar timeline. This process will be continued until only a single high bidder exists.

For names which qualify for Sunrise B, the auction process will commence within five (5) days after the deadline for responding to invitations to apply for Sunrise B names.

## 2.5 Certification / Liability

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements.

By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the .diet TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the .diet TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

## 2.6 Determinations

The determinations of the Registry regarding any Registration Request shall be final and non-appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

## 2.7 Additional Safeguards For Sunrise Names

### 2.7.1 Anti-Hijack Provision

Sunrise A or B names shall be solely registered to the to the qualified Applicant, and shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to Sunrise qualification.

### 2.7.2 Sunrise Challenge

Names registered in Sunrise A or B shall at all times remain subject to a Sunrise Challenge process under which a Sunrise registration shall be cancelled and subject to reservation by the Registry if:

- i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect); the trademark had not been court-validated or protected by statute or treaty; or the trademark was not properly subject to the “trademark +50” eligibility for TMCH entry;
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration in accordance with applicable TMCH string matching rules;
- iii. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the effective date of the Registry Agreement and was not applied for on or before ICANN announced the applications received;
- iv. the trademark registration on which the domain name registrant based its Sunrise registration is not the subject of actual and substantial use in commerce in the issuing jurisdiction on which the TMCH entry is based, and has not been for a sufficient period to constitute abandonment thereof; or
- v. the domain name is otherwise a non-exclusive and generically applicable term, and is not used or reserved by the registrant in connection with the goods and/or services on which the subject trademark registration is based.

Additional detail is provided in the separate Sunrise Dispute Resolution Policy.



## **2.8 General Availability**

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

## **2.9 IP Claims Notification**

Uniregistry will send IP Claims notifications in accord with the ICANN and TMCH policies. In the event an Applicant proceeds with a Registration Request, a notification is sent to the record holder of the TMCH entry. Such Applicant will further be deemed on notice of the intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

## **3 Dispute Policies**

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy, Uniform Rapid Suspension Policy, Transfer Dispute Resolution Policy, and Sunrise Registration Challenge Policy.

## 4 Defined Terms

**Accredited Registrar** is a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

**Applicant** is a natural person, company, or organization in whose name a Registration Request or a Reservation Request is made.

**Available Names** are .diet names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry's receipt of a Registration Request.

**ICANN Requirements** include the Registry's obligations under the Registry Agreement between Uniregistry and ICANN dated [Date], and all ICANN Consensus Policies applicable to the .diet TLD.

**Registrant** is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .diet TLD.

**Registration** means a .diet name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for registration during a specified term.

**Registration Request** is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .diet TLD.

**Registry** is Uniregistry Inc.

**Registry Policies** means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

**Registry-Registrant Agreement** is the Registry-Registrant Agreement Schedule and/or Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

**Registry-Registrar Agreement** is the agreement between Registry and Accredited Registrars, as amended from time to time.

**Registry System** means the system operated by Registry or Registered Names in the .diet TLD.

**Registry Website** is [www.uniregistry.com](http://www.uniregistry.com).