Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy ("**SDRP**") describes the standards and process that will be applied to resolve challenges to Domain Names alleged to be improperly registered during the Sunrise Period of a Registry TLD, as explained below. A dispute may be brought against a Domain Name registered during the Sunrise Period of a Registry TLD for up to thirty (30) days after the close of the Sunrise Period for such Registry TLD.

1. Definitions

"Sunrise Period" means, for a particular Registry TLD, the period of time during which Sunrise Services (as defined in the TMCH RPMs) are provided for the Registry TLD, as set forth in the Registry TLD Startup Information section at http://newgtlds.icann.org/en/program-status/sunrise-claims-periods, as may be updated from time to time by Verisign.

2. Disputes Applicable to the SDRP

A Domain Name registered during the Sunrise Period of a Registry TLD will be subject to an administrative proceeding upon the submission of a complaint to the National Arbitration Forum (the "**Forum**") by any person or legal entity that asserts that the registration was improper on one or more of the following grounds (an "**SDRP Complaint**"):

    i)   At the 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 does not match the Trademark Record (as defined in the TMCH RPMs) on which the Registrant based its Domain Name registration during the Sunrise Period;

    iii)   The trademark registration on which the Registrant based its Domain Name registration during the Sunrise Period is not of national effect (or regional effect) or the trademark has not been court-validated or protected by statute or treaty; and/or

    iv)   The trademark registration on which the Registrant based its Domain Name registration during the Sunrise Period did not issue on or before the effective date of the applicable Registry Agreement for the Registry TLD and was not applied for on or before ICANN announced the applications received.

Disputes regarding the validity of a signed mark data file ("**SMD File**") issued by the TMCH are subject to a separate dispute process conducted by the TMCH. Any such disputes must be submitted to the TMCH using its dispute resolution procedures identified at www.trademark-clearinghouse.com/dispute, or such other successor website established by ICANN, prior to initiation of an SDRP Complaint. In the event the TMCH reports fraud in an SMD File, Verisign may delete the Domain Name(s) at issue.

3. SDRP Complaint Requirements

The Complainant (as defined below) must submit its SDRP Complaint to the Forum no later than 30 days after the conclusion of the Sunrise Period for the applicable Registry TLD in accordance with the SDRP and any supplemental instructions or rules listed by the Forum on its website at http://www.adrforum.com/RegistrySpec (or such other address as may be provided) that do not conflict with the SDRP. Complainant shall be required to pay all fees charged in accordance with the instructions and rules listed by the Forum.

An SDRP Complaint, including any annexes, shall be submitted by e-mail to domaindispute@adrforum.com or filed online through the Forum's online filing platform at http://domains.adrforum.com and shall:

   i)   request that the SDRP Complaint be submitted for decision in accordance with the SDRP;

   ii)   provide the name, postal and e-mail addresses, and the telephone and fax numbers of the person or legal entity submitting the SDRP Complaint (hereinafter, the "**Complainant**") and of any representative authorized to act on behalf of the Complainant in any SDRP proceedings conducted by the Forum;

   iii)   specify the Domain Name(s) that are subject to the SDRP Complaint;

   iv)   provide the name of the Registrant for the Domain Name(s) that are subject to the SDRP Complaint (the "**Respondent**") and all information (including any postal/e-mail address and telephone/fax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on any pre-contract dealings, in sufficient detail to allow the Forum to send the SDRP Complaint to the Respondent;

   v)   specify the preferred e-mail address(es) the Complainant wishes the Forum and Respondent to use for case-related communications;

   vi)   identify the registrar(s) with whom the Domain Name(s) is/are registered at the time the SDRP Complaint is filed (the "**Registrar(s)**");

   vii)   provide a statement of the ground(s) upon which the SDRP Complaint is based setting forth facts showing the Complainant is entitled to relief under this SDRP (the description should identify all relevant aspects of the SDRP that are relevant to the

claim and annex any documentary or other evidence, together with a schedule indexing such evidence);

viii)   specify in accordance with Section13 of this policy the remedies desired;

ix)   identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the SDRP Complaint; and

x)   conclude with the following statement for and on behalf of the Complainant:

"Complainant agrees that its claims and remedies concerning the registration of the Domain Name(s), the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against: (a) the Forum and Panel (as defined in Section 8 below) except in the case of deliberate wrongdoing; (b) VeriSign, Inc. and its subsidiaries and affiliates; (c) the Registrar(s); and (d) the respective directors, officers, employees, representatives and agents of each of the foregoing."

"Complainant certifies that the information contained in this SDRP Complaint is, to the best of Complainant's knowledge, complete and accurate, that this SDRP Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this compliant are warranted under the SDRP and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

4. Notification of Filed SDRP Complaint

The Forum shall review the SDRP Complaint for administrative compliance with this SDRP and, if in compliance, shall forward the SDRP Complaint, including any annexes, electronically to the Respondent within five (5) business days following receipt of the fees to be paid by Complainant. If the Forum finds the SDRP Complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) business days within which to correct any such deficiencies, after which the SDRP Complaint and any related administrative proceeding will be deemed withdrawn without prejudice to submission of a subsequent SDRP Complaint by the Complainant. The Forum shall immediately notify the Complainant and the Respondent (each, a "**Party**," and together, the "**Parties**"), the Registrar(s), and Verisign of the commencement of an administrative proceeding under this SDRP.

5. Registrar Lock

Upon receipt of notification by the Forum of the commencement of an administrative proceeding under this SDRP, the Registrar(s) shall immediately place the subject Domain Name(s) on a registrar lock or similar status during the course of the proceeding that prevents deletion or transfer of the subject Domain Name(s) to another domain name registrant or registrar.

6. SDRP Response Requirements

Within twenty (20) business days of Respondent's receipt of the SDRP Complaint pursuant to Section 4 above, Respondent shall submit a response to such SDRP Complaint to the Forum (the "**SDRP Response**") that includes and complies with the following requirements:

 i)   The name of Respondent, along with the following contact details: email, phone number, and address of the Respondent and any representative authorized to act on behalf of the Respondent in the administrative proceeding;

 ii) A specific response to the statements and allegations contained in the SDRP Complaint and include any and all bases for the Respondent to retain registration and use of the disputed Domain Name(s);

 iii) The identity and annex of applicable trademark(s) as validated by the TMCH;

 iv) Submission of the SDRP Response and all annexes thereto electronically according to the instructions provided by the Forum, with the SDRP Response not to exceed 1000 words and no more than five annexes, which annexes shall not exceed fifty (50) pages in total;

 v)   Identification of any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are subject to the dispute; and

 vi) Conclude the SDRP Response with the following statement for and on behalf of the Respondent:

"Respondent certifies that the information contained in this response is to the best of Respondent's knowledge complete and accurate, and that the assertions in this response are warranted under the SDRP and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

7. Additional Submissions; Language

The Parties are not permitted to submit additional documentation beyond the SDRP Complaint and the SDRP Response submitted pursuant to this SDRP, absent written permission from the Panel. The language of all communications and supporting documentation relating to the SDRP shall be in English. It is the responsibility of the Parties to provide certified or otherwise official English translations of all relevant text, along with a copy of the original.

8. Appointment of Impartial and Independent Panel

The Forum will endeavor to appoint a one-member Panel (the "**Panel**") and will deliver to the Panel the SDRP Complaint, the SDRP Response (if any), and any additional, permitted

submissions made by the Parties, within five (5) business days following the receipt of the SDRP Response or the deadline to submit an SDRP Response pursuant to Section 6 above, whichever occurs first. The Forum will notify the Parties of the name of the Panel member and the date, absent exceptional circumstances, upon which the Panel will provide its decision to the Forum.

A Panel shall be impartial and independent and shall have, before accepting appointment, disclosed to the Forum any circumstances giving rise to justifiable doubt as to the Panel's impartiality or independence. If at any stage during the administrative proceeding new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panel, the Panel shall promptly disclose such circumstances to the Forum. In such event, the Forum shall have the discretion to appoint a substitute Panel.

9. Communication between the Parties and Panel

No Party or anyone acting on its behalf may engage in ex-parte (unilateral) communications with the Panel. All communications between a Party and the Panel shall be made through the Forum.

10. No Hearings

There shall be no hearings conducted in connection with any SDRP administrative proceeding, including in-person meetings, teleconferences, video conferences, or web conferences. The Panel will render its decision based solely on the SDRP Complaint, the SDRP Response, and additional, permitted submissions made by the Parties, if any.

11. Impact of Default

In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by this SDRP, the Forum, or the Panel, the Panel shall proceed to a decision on the SDRP Complaint.

12. Decision

In order to prevail in a dispute under the SDRP, a Complainant must prove their SDRP Complaint by clear and convincing evidence. In the absence of exceptional circumstances, the Panel shall come to its decision on the SDRP Complaint within ten (10) business days of its appointment and shall immediately forward such decision to the Forum. The Panel's decision will be in writing, in summary format, and may (but is not required to) provide reasons or commentary as the Panel in its sole discretion deems appropriate. The Forum shall immediately provide a copy of the decision to all Parties, the Registrar(s), and Verisign. The Forum will not publish the decision on its website.

13. Remedies

If the Complainant prevails in the Panel's decision, Verisign will in its discretion determine the

most appropriate remedy for the Parties consistent with the Panel's decision. The available remedies may include, but are not limited to:

(i) revocation or cancellation of the disputed Domain Name(s) without refund of any registration or related Fees; or

(ii) transfer of the disputed Domain Name(s) to the Complainant, provided that the Complainant agrees to the same terms as required for registration of the Domain Name(s) in the relevant Registry TLD and pays all required Fees as if such Domain Name(s) had been registered by Complainant during the Sunrise Period.

If the Complainant does not prevail in the Panel's decision, the disputed Domain Name(s) will be retained by the Respondent, and any registrar lock or similar status in place with respect to such Domain Name(s) will be lifted. Subject to the Parties' rights under Sections 14 and 16 below, the Panel's decision shall be final, without the availability of appeal.

14. Implementation of Decision

Verisign will implement, or will direct the Registrar(s) for the subject Domain Name(s) to implement, the remedy chosen by Verisign pursuant to Section 13 above within ten (10) business days of receiving the Panel's decision, in the absence of notice to Verisign of an action filed by the Complainant or the Respondent in the jurisdiction of: (a) Verisign; (b) the Respondent; or (c) the stated jurisdiction of the Registration Agreement, whereupon implementation of the decision will be determined by the outcome of such legal proceedings.

15. Indemnification

Each of the Parties shall indemnify, defend, and hold harmless Verisign, the Registrar(s), the Forum, the Panel, and their respective employees, contractors, agents, and service providers (collectively, the "**Indemnified Parties**"), from and against any and all claims arising from or related to the operation of the SDRP, any dispute submitted for adjudication under the SDRP, any administrative proceeding conducted under the SDRP, and/or any Panel decision, remedy, or other result of the SDRP. Neither Party may name any of the Indemnified Parties as a party to any SDRP proceeding or otherwise include any of them in any judicial proceeding relating to any dispute under or the administration of the SDRP. None of the Indemnified Parties shall be liable to any Party for any act or omission in connection with any administrative proceeding under the SDRP. Each Party shall be directly and solely liable to the other Party in the event that such Party prevails in an SDRP administrative proceeding but such other Party is ultimately determined to be lawfully entitled to registration and use of the Domain Name(s) at issue.

16. Availability of Court Proceedings

The dispute process set forth in this SDRP does not prevent either Party from submitting a dispute concerning the subject Domain Name(s) to another administrative proceeding (i.e., URS or UDRP) or to a court of competent jurisdiction. The Party initiating such activity must immediately provide the Forum with notice of commencement of such activity, whereupon any

relevant, active proceeding(s) under this SDRP will be stayed pending the outcome of the proceeding(s) so initiated.

17. Amendments to SDRP

Verisign reserves the right to modify the SDRP in accordance with the applicable RRA. The version of the SDRP in effect at the time of submission of an SDRP Compliant shall apply until that dispute is concluded. In the event that a Respondent objects to any change in the SDRP, the sole remedy is cancelation of the Domain Name registration at issue.