



# Launch Plan and Related Policies

Version 1.0

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## 1.0 GENERAL PROVISIONS

### 1.1 Scope and Applicability

This document describes the processes, procedures, and rules applicable to Registration and/or Reservation of a name in the .XXX sTLD as of July 15, 2011.

Capitalized terms and phrases not defined in context are defined in Section 6.

### 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.icmregistry.com](http://www.icmregistry.com) (the "Registry Website").

|                                      |                   |   |
|--------------------------------------|-------------------|---|
| Founders Program                     | Now – 31 July     | The pre-launch opportunity for members of the Sponsored Community to submit proposals to and/or register one or more Available Names.   |
| Membership Application               | 7 Sep. – Ongoing  | The Membership Application Process will be operational at the commencement of Sunrise, and available thereafter on an ongoing basis. The process is designed to confirm the status and validate contact information for prospective registrants who are members of the Sponsored Community. The Membership Application Process will include a membership token and must be completed before a name in the .XXX TLD will be permitted to resolve (collectively Membership Credentials). Prospective registrants who are not members of the Sponsored Community should not complete a Membership Application. |
| Sunrise A – Trademark Holders ("AT") | 7 Sept. – 28 Oct. | The pre-launch opportunity for members of the Sponsored Community to submit Registration Requests for .XXX names corresponding to registered trademarks in use in Eligible Commerce. <b>Applicants for names in the Sunrise AT process must complete the Membership Application Process within 5 days (120 hours) of the close of the Sunrise period.</b> Proxy services may not be used in connection with Sunrise AT Registration Requests. (Following allocation, an approved proxy service may be used.)  |

|  |                   |  |
|--|-------------------|--|
| Sunrise A –<br>Domain Holders<br>("AD")                    | 7 Sept. – 28 Oct. | The pre-launch opportunity for members of the Sponsored Community to submit Registration Requests for .XXX names corresponding to names registered in another IANA-recognized TLD and in current use in Eligible Commerce. <b>Within 5 days (120 hours) of the close of the Sunrise period, Applicants for names in the Sunrise AD process must complete both the Membership Application Process as well as the confirmation of domain name ownership in Eligible Commerce, as requested.</b> Proxy services may not be used in connection with Sunrise AD Registration Requests. (Following allocation, an approved proxy service may be used.) |
| Sunrise B –<br>Non-Community<br>Trademark Holders<br>("B") | 7 Sept. – 28 Oct. | The pre-launch opportunity for those who are <b>not</b> members of the Sponsored Community to submit Reservation Requests for names corresponding to their registered trademarks. Reserved names will set to resolve to a standard informational page indicating the status of the name as reserved, do not result in a typical Registration in the .XXX TLD, and convey no other rights to successful Sunrise B Applicants. Proxy services may not be used in connection with Sunrise B Reservation Requests.   |
| Landrush   | 8 Nov. – 25 Nov.  | The pre-launch opportunity for members of the Sponsored Community to submit Registration Requests for .XXX names. Names are not allocated on a first-come, first-served basis; competing Registration Requests will be allocated in a closed auction. Proxy services may not be used in connection with Landrush Registration Requests.  |
| General<br>Availability                                    | 6 Dec. – Ongoing  | Following the opening of general registrations:<br><br>Members of the Sponsored Community may apply on a first-come, first-served basis to register .XXX names.<br><br>Those who are not members of the Sponsored Community may apply on a first-come first-served basis to register non-resolving .XXX names corresponding to their personal names or other words in which they have a legitimate interest.   |
| Premium Names  | Ongoing           | The Registry may allocate Premium Names from time to time in its discretion via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms.  |

### 1.3 Registration/Reservation of .XXX Names

Registration Requests and Reservation Requests for .XXX names may be submitted only by an Accredited Registrar.

The Registry will not accept a Registration or Reservation Request for a .XXX 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. no part of the name may be underlined;
- e. the name cannot exceed 63 characters (excluding the TLD); and
- f. until further notice, the name must contain at least 3 characters.

The Registry will not accept Sunrise Registration or Reservation Requests from proxy services. Following allocation, Registrants may transfer the Registration to an approved proxy service.

The Registry may reject a Registration Request or a Reservation Request, or may delete, revoke, suspend, cancel or transfer a Registration or Reservation 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, its operations, and the .XXX TLD system;
- 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**

XXX names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is created by the Registry. All Registration Requests must specify the registration period (the "Term").

Sunrise B Applicants will be charged a non-refundable one time fee for Reservation Requests. Reservations will be permanent, subject to Section 2 below and/or to any change in the Registry Agreement or its interpretation that makes this arrangement commercially impracticable.

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 or Reservation.

## **1.5 Payment to the Registry**

The Registry will not accept a Registration Request or Reservation 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 Reservation Request, or names that result in a Registration or Reservation will be released in accordance with Registry Policies and ICANN Requirements.

## **1.6 Registry-Registrant Agreement**

Prior to submitting a Registration Request or Reservation Request, the Accredited Registrar must secure the affirmative consent of the Applicant to the terms of the Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.



## 1.7 Reserved Names

The Registry has reserved certain names from registration in the .XXX TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD names located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt>, and as such list may be modified by ICANN from time to time.

Registry Reserved Names include additional .XXX names reserved by the Registry for its own purposes, to comply with ICANN Requirements, and for use by third parties.

The Registry will reserve additional names in response to Reservation Requests in connection with Sunrise B. Names reserved in the Sunrise B process will resolve to a standard page that indicates that the name is not available for registration in the sTLD.

Through July 31, 2011, ICANN’s Government Advisory Committee (“GAC”), and/or the government of any country or distinct economy participating in the GAC (collectively, “Governments”) may identify names that match words of cultural and/or religious significance. Names submitted by the GAC or GAC Governments will be reviewed by the Registry for inclusion on a list of culturally significant names (the “Culturally Significant Names List”). Names placed on the Culturally Significant Names List by the Registry will resolve to a standard page that indicates that the name is not available for registration in the sTLD. Further information for Governments wishing to submit proposed names for inclusion in the Culturally Significant Names List is available on the Registry Website.

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 publicly posted.

## 2.0 SUNRISE RULES

### 2.1 Scope and Applicability

These provisions describe the processes, procedures, and rules applicable to Sunrise A – Trademark (“AT”), Sunrise A – Domain Holders (“AD”), and Sunrise B – Non-Community Trademark (“B”), as described in Section 1.2 above.

Sunrise applications may be submitted for Available Names, meaning .XXX names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period.

All three Sunrise processes will run concurrently.

### 2.2 Eligible Applicants

#### 2.2.1 Sunrise AT Eligibility

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

- a. be a member of the Sponsored Community; and
- b. own a registered trademark actually and substantially used in Eligible Commerce in the jurisdiction where issued for the stated goods or services, and which directly corresponds to the name in the Registration Request; the registered trademark must be in full force and effect at the time of submission of the Registration Request and at the time of Registration of any awarded name.

For the purpose of AT Eligibility, the registered trademark must be a trade or service mark registration of national or regional international effect issued prior to 1 Sept. 2011 and in use in Eligible Commerce by the Applicant.

For either textual registered trademarks or graphical registered trademarks, the domain name sought must correspond to the complete textual component of the registered trademark, provided that such textual component as a whole or in all parts is not disclaimed or otherwise excluded from the full rights conferred by the registration or the commercial impression conveyed by the registered trademark.

The registered trademark may not include “.XXX” as either a portion of a textual registered trademark or as a portion of the textual component of a graphical registered trademark, and must not include figurative marks or special characters presented in a trademark registration for the apparent purpose of obtaining dictionary words or common expressions under sunrise registration procedures or under circumstances suggesting such a purpose.



For the purpose of AT Eligibility, qualified registered trademarks **shall not** include:

- i. trademarks or service marks for which an application for registration has been filed, but is not actually registered by the competent public authority or intergovernmental organization prior to 1 Sept. 2011;
- ii. trademarks or service marks for which an application has lapsed, been withdrawn, revoked, cancelled, or otherwise is no longer in full force and effect;
- iii. unregistered trademarks or service marks (including common law); U.S. state trademarks or service marks;
- iv. international applications for the registration of trademarks, made through the Madrid system, unless these are based on or have resulted in a registered trademark of national effect; or
- v. U.S. supplemental registrations; or any other rights in a sign or name, including domain names, trade names, and appellations of origin.

### **2.2.2 Sunrise AD Eligibility**

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

- a. be a member of the Sponsored Community; and
- b. operate a Corresponding Domain Name in another IANA-recognized TLD in current use in Eligible Commerce.

For purposes of Sunrise AD, a “Corresponding Domain Name” is a domain name (i) created on or before February 1, 2010, and (ii) registered at the first level ordinarily permitted by the registration authority in the relevant IANA-recognized TLD, e.g., the second-level name “string” in string.com, or the third-level name in string.co.uk.

### **2.2.3 Sunrise B Eligibility**

To be eligible to submit a Reservation Request under Sunrise B, an Applicant must seek to reserve a name in the .XXX sTLD corresponding to a registered trademark that will, if approved, resolve to a standard informational page reflecting the status of the name as reserved. For the purpose of Sunrise B Eligibility, the registered trademark shall be a trade or service mark registration of national or regional international effect issued prior to 1 Sept. 2011.

For either textual registered trademarks or graphical registered trademarks, the domain name sought must correspond to the complete textual component of the registered trademark, provided that such textual component as a whole or in all parts is not disclaimed or otherwise excluded from the full rights conferred by the registration or the commercial impression conveyed by the registered trademark.

The registered trademark may not include “.XXX” as either a portion of a textual registered trademark or as a portion of the textual component of a graphical registered trademark, and must not include figurative marks or special characters presented in a trademark registration for the apparent purpose of reserving dictionary words or common expressions under sunrise registration procedures or under circumstances suggesting such a purpose.

For the purpose of Sunrise B Eligibility, registered trademarks **shall not** include:

- a. trademarks or service marks for which an application for registration has been filed, but is not actually registered by the competent public authority or intergovernmental organization prior to 1 Sept. 2011;
- b. trademarks or service marks for which an application has lapsed, been withdrawn, revoked, canceled, or otherwise is no longer in full force and effect;
- c. unregistered trademarks or service marks (including common law); U.S. state trademarks or service marks;
- d. international applications for the registration of trademarks, made through the Madrid system, unless these are based on or have resulted in a registered trademark of national effect; or
- e. U.S. supplemental registrations; or any other rights in a sign or name, including domain names, trade names, and appellations of origin.

### **2.3 Allocation of Registration Requests (Sunrise AT and AD)**

At the conclusion of the Sunrise process, Available Names will be allocated to validated members of the Sponsored Community who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies as described below. All Sunrise AT and AD Applicants must complete the Membership Application Process within five days (120 hours) of the close of the Sunrise period. There is no charge to Applicants to complete the Membership Application Process.

Registration Requests submitted by members of the Sponsored Community as part of the Sunrise AT or AD process must be validated in accordance with Section 2.8 below. Validated Requests will be subject to review by the Registry in accordance with Registry Policies, registered in accordance with ICANN Requirements and the Registry-Registrar Agreement, and subject to terms and conditions of the Registry-Registrant Agreement.

If more than one Registration Request meets the eligibility requirements described herein is received for the same Available Name during Sunrise AT and/or AD, all Validated Requests will be submitted to the Auction Provider, who will award the .XXX name in accordance with published Auction Rules.

Domain names awarded to successful Sunrise Applicants who have completed the Membership Application Process within the time frame specified will be permitted to resolve on or about December 06, 2011 and in any event concurrent with the launch of General Availability.

### **2.4 Allocation of Reservation Requests (Sunrise B)**

If a Reservation Request for an Available Name meets the eligibility criteria described herein is submitted by at least one eligible Sunrise B Applicant, and there are no Sunrise AT or Sunrise AD Applicants, the Available Name will be reserved and set to resolve to a standard informational page indicating the status of the name as reserved. No refund or apportionment of the Registry fees will be provided in the event that a name is

reserved pursuant to the request of more than one Applicant. The publicly available WHOIS information for all reserved names will state the Registry and not any particular Sunrise B Applicant. Such Reservations do not result in a registration in the .XXX TLD, and do not convey additional rights to successful Sunrise B Applicants.

The Registry may review Sunrise B Reservations from time to time to verify that registered trademarks corresponding to the names that were the subject of Reservation Requests have not been cancelled, abandoned, invalidated or otherwise terminated. The registered trademark must be in full force and effect at the time of submission of the Reservation Request.

## **2.5 IP Claims Notification**

At the close of the Sunrise period, if more than one Sunrise application is made for a domain name, all Sunrise Applicants for that domain name will be notified of the claims made by the other Sunrise Applicants for that name.

By submitting a Registration Request or a Reservation Request, Applicant agrees that the Registry and/or its Validation Agent is authorized to share information relating to Applicant's Registration Request or Reservation Request with other applicants, as indicated in the notification procedure above. In the event any Sunrise Applicant proceeds with a Registration Request, such Applicant will be deemed on notice of the intellectual property claims submitted by the other Sunrise Applicant(s) and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

## **2.6 Non-Standard Characters, Numeric Characters, and Bilingual Trademarks**

If the registered trademark corresponding to the name that is the subject of a Registration Request or Reservation Request includes one or more spaces between words, the spaces may be removed entirely or replaced with a hyphen.

If the registered trademark corresponding to the name that is the subject of a Registration Request or Reservation Request includes numeric characters, the Applicant may include those numeric characters in the request.

An Applicant may eliminate references to a registered trademark, such as "TM" or "SM" and references to a company type, such as S.A.S, Ltd., or LLP.

If the registered trademark corresponding to the name that is the subject of a Registration Request or Reservation Request includes a special character (such as, but not limited to: -, @, !, §, %, ^, ., © or &), these characters may, at the Applicant's sole discretion, be: (i) eliminated entirely from the name; (ii) transcribed; or (iii) replaced with a hyphen.

If the registered trademark corresponding to the name that is the subject of a Registration Request or Reservation Request includes letters like "á", "é", "í", "ó", "ú", "ü", "ñ", the Applicant may change such characters in the name to the corresponding letters like "a", "e", "i", "o", "u", or "n", or the conventionally accepted spelling (e.g. "ae", etc.).

If the registered trademark corresponding to the name that is the subject of a Registration Request or Reservation Request is a bilingual mark that consists of the exact same word (or words) in both English and non-English, the Applicant may, at the Applicant's sole discretion: (i) choose to submit a Registration Request or Reservation Request that corresponds to the entire text of the registered trademark provided that the domain name sought is in the same order as those words are presented in the underlying trademark registration; and/or (ii) choose to submit a Registration Request or Reservation Request that corresponds to the respective individual word(s) in both languages, provided that such individual word(s) as a whole or in part is not disclaimed or otherwise excluded from full rights conferred by the registration.

Each variation of a registered trademark must be submitted and paid for as a separate Registration Request or Reservation Request.

## **2.7 Contents of Sunrise Registration and Reservation Requests**

Applicants in the Sunrise AT and Sunrise B processes must submit the following information as part of their respective Registration Requests and Reservation Requests:

- a. Trademark Name: the registered trademark corresponding to the name to be Registered or Reserved;
- b. Country: the country, region, or organization in which the registered trademark is registered;
- c. Registration Number: the current registration number of the registered trademark;
- d. The date on which the trademark registration was submitted, and the date on which the registered trademark was issued;
- e. The class or classes for which the trademark is registered; and
- f. Registrant Status/Entitlement: the status of the Applicant (e.g., the owner, licensee, or assignees of the registered trademark).

Applicants in the Sunrise AD Process must submit the following information as part of their Registration Request:

- a. Name: the name (including the TLD suffix) in an IANA-recognized TLD that is in current use in Eligible Commerce;
- b. Original Creation Date: the date of creation of the name; and
- c. Registrant Status/Entitlement: the status of the Applicant (e.g., the registrant or authorized agent of the registrant of the name).

## 2.8 Validation of Registration and Reservation Requests

Registration Requests and Reservation Requests submitted during the Sunrise Process are subject to validation as described in this Section.

The Registry will not process a Registration Request or a Reservation Request until the Accredited Registrar has paid the Sunrise Application Fee to the Registry.

Registration Requests and Reservation Requests submitted to the Registry will be considered a final submission. Other than providing additional information at the request of the Registry and/or the Validation Agent, Applicants in the Sunrise process will not be entitled to amend or modify a submitted Reservation Request or Registration Request.

The Registry's Validation Agent will review all Registration Requests and Reservation Requests to confirm that the required data elements have been included in the request. The Validation Agent shall be required by the Registry to carry out its tasks in an objective and non-discriminatory manner. The Validation Agent will have the right, but not the obligation, to conduct its own investigations into the circumstances of the Registration Requests or Reservation Requests, the information provided therein, and any evidence received in connection with the Sunrise process.

Information, evidence, and documentation submitted by a Sunrise Applicant must meet the following standards:

- a. All required data elements must be submitted as an electronic file in .PDF format with maximum size of 1 MB;
- b. electronic documents must be in DIN A4 or Letter standard layout; and
- c. the materials must not be retouched or otherwise altered.

The Registry and/or Validation Agent may require additional materials, documentation, and/or evidence from Applicants including, without reservation: English translations of documentation; evidence of the eligibility of an Applicant to participate in the Sunrise process, including the Applicant's claims related to rights in a registered trademark; evidence of use of asserted registered trademarks in connection with the goods, services and jurisdiction claimed; evidence of use of an existing domain name in an IANA-recognized TLD in Eligible Commerce; and, for members of the Sponsored Community, the use of an asserted registered trademark in Eligible Commerce in the relevant jurisdiction for the goods or services claimed. Failure to respond to a request for additional information within the specified time period will void the Registration Requests and/or Reservation Request. The Registry will not refund application fees under any circumstances, including application fees for Registration Requests or Reservation Requests that are abandoned or where an Applicant otherwise fails to provide information sought by the Registry or the Validation Agent.

The Registry and/or Validation Agent may request that Sunrise AD Applicants follow instructions to confirm ownership of a registration in an IANA-recognized TLD that is claimed to be in use in Eligible Commerce.

Failure to respond to such a request within the specified time period will void the Registration Request. The Registry will not refund application fees under any circumstance, including application fees paid by those submitting Registration Requests that are abandoned or where an Applicant otherwise fail to provide information sought by the Registry or the Validation Agent.

## **2.9 Certification / Liability**

All Registration Requests and Reservation Requests must include the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements. Requests that do not contain the required certification and warranty will be rejected by the Registry.

By submitting a Registration Request or a Reservation 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 or Reservation Request and/or the Registration or Reservation of a name in the .XXX TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, employees, contractors, affiliates and agents 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 or Reservation Request for and/or the Registration or Reservation of a name in the .XXX 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 or Reservation of a name.

## **2.10 Determinations**

The determinations of the Registry and the Validation Agent regarding any Registration Requests or Reservation Requests 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.



## **3.0 LANDRUSH RULES**

### **3.1 Scope and Applicability**

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

Landrush applications may be submitted for any available .xxx names, meaning names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Landrush period. Domain names awarded to successful Landrush Applicants who have completed the Membership Application Process within the time frame specified will be permitted to resolve on or about December 06, 2011 and, in any event, concurrent with the launch of General Availability.

### **3.2 Eligibility**

A member of the Sponsored Community may submit one or more Registration Requests during Landrush for any available .XXX name. Applicants for names during Landrush must complete the Membership Application Process within 5 days (120 hours) of the close of Landrush.

### **3.3 Allocation**

The Landrush available names will be allocated as follows:

- a. At the end of the Landrush period, the Registry will approve Registration Requests for an available name submitted by a Sponsored Community member that is the only Applicant in the Landrush process to request the specified name;
- b. At the end of the Landrush period, if more than one Registration Request that meets the eligibility requirements described herein is received for the same available name during Landrush, the Requests will be submitted to the Auction Provider, who will award the .XXX name in accordance with published Auction Rules.

## **4.0 GENERAL AVAILABILITY**

During General Availability, Registration Requests for Available Names will be allocated by the Registry through Accredited Registrars on a first come, first-served basis subject to the Registry Policies and ICANN Requirements. No name in the .XXX TLD will resolve unless and until the registrant has completed the Membership Application Process and provided Membership Credentials to the Accredited Registrar. Registrants who are not members of the Sponsored Community may submit a Registration Request to register a standard non-resolving name in the .XXX sTLD. These names will not resolve, and queries on these names will return an NX domain result.

## 5.0 PREVENTING ABUSIVE REGISTRATIONS

The Registry will authenticate members of the Sponsored Community, as part of the name registration process. As part of this process, the Registry will validate contact information for the Registrant, secure the Registrant's affirmative consent to the Registry-Registrant Agreement, and issue unique Membership Credentials. The Membership Application Process must be completed before a domain name is permitted to resolve in the TLD. There is no charge to Applicants to complete the Membership Application Process. Even if an approved proxy service is used to process a Registration Request the Sponsored Community member who will operate the .XXX site must complete the Membership Application Process and submit Membership Credentials to their Accredited Registrar. Membership information is not published publicly.

Neither Sunrise Applicants nor Landrush Applicants may use proxy services during the application process. During Landrush and General Availability, Registrants may use only those proxy services that have been pre-approved by the Registry. The list of approved proxy services is available on the Registry Website.

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Charter Eligibility Dispute Resolution Procedure (CEDRP), the Rapid Evaluation Service (RES), and ICANN's Uniform Domain Name Dispute-Resolution Policy (UDRP). Successful UDRP complainants who are **not** members of the Sponsored Community, or who have **not** completed the Membership Application Process, will be able to register any transferred names as standard non-resolving names in the .XXX sTLD. These names will not resolve, and queries on these names will return an NX domain result.

Complainants under the CEDRP must show that a name has been registered or used in any manner that does not comply with the requirement that only members of the Sponsored Community may operate resolving registrations in .XXX. The detailed rules, procedures, and fees for the CEDRP will be published on the Registry Website on or before September 07, 2011.

All Registrants agree to be bound by the Registry's Rapid Evaluation Service (RES). The RES is intended to provide a prompt remedy to address a limited class of situations involving a clear abuse of (i) well-known, distinctive trade or service marks of significant commercial value; or (ii) personal or professional names of individuals. Such determinations will immediately halt resolution of the name, but will not prejudice either party's election to pursue another dispute mechanism. The detailed rules, procedures, and fees for the RES will be published on the Registry Website on or before September 07, 2011.

The Registry has selected the National Arbitration Forum as its dispute resolution service provider for the CEDRP and RES procedures. The National Arbitration Forum has set the initial filing fee for the CEDRP and RES procedures at \$1,300 USD.

Registrants found to have repeatedly engaged in abusive registrations, their agents or parties determined to be acting in concert therewith, may, at the Registry's sole discretion, be disqualified from maintaining any current or future registrations in the .XXX TLD.



## 6.0 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.

**Adult-Entertainment** is intended to be understood broadly for a global medium, to include those websites that convey Online Adult Entertainment.

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

**Auction Provider** for the Sunrise and Landrush programs is Pool.com, Inc.

**Auction Rules** are the terms and conditions published by the Auction Provider on the Registry Website.

**Available Names** are .XXX 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 and/or Reservation Request.

**Corresponding Domain Name** is a domain name registered at the first level ordinarily permitted by the registration authority in the IANA-recognized TLD, e.g., the second-level name "string" in string.com, or the third-level name in string.co.uk

**Eligible Commerce** includes the current, bona fide provision of Online Adult Entertainment, representation of Online Adult Entertainment Providers, and/or the provision of products and/or services to Online Adult Entertainment Providers and/or their representatives.

**IANA-recognized TLD** includes any top level domain listed in the Root Zone Database maintained by the Internet Assigned Numbers Authority ("IANA").

**ICANN Requirements** include the Registry's obligations under the Registry Agreement between ICM and ICANN dated 31 March 2011, all ICANN Consensus Policies applicable to the .XXX TLD, and all applicable ICANN Temporary and Specifications and Policies, each as defined in the Registry Agreement.

**Landrush Application Fee** is a non-refundable fee charged by the Registry to the Accredited Registrar for the receipt of a Registration Request during the .XXX Landrush Process. This fee is in addition to Registration fees collected by Accredited Registrars.

**Membership Application Process** must be completed by Applicants for resolving registrations in order to: (i) confirm their status as a member of the Sponsored Community; (ii) confirm contact information; and (iii) acquire Membership Credentials. No registrations in the .XXX TLD will resolve until the Membership process has been successfully completed.

**Membership Credentials** consist of a membership token and such other criteria as may be determined by the Registry from time to time.

**Premium Name** is a name that has been reserved by the Registry in its sole discretion, which may be offered for registration to members of the Sponsored Community on other than a first-come first-served basis.

**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 .XXX TLD.

**Registration** means a .XXX name submitted by a Registrar on behalf of a Registrant, for a specified Term that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

**Registration Request** is an application submitted by an Accredited Registrar on behalf of a member of the Sponsored Community or an approved proxy service for a member of the Sponsored Community, or non-member of the Sponsored Community, in the case of non-resolving name Registration Requests during the period of General Availability, to register a name in the .XXX TLD. Registration Requests are non-transferable.

**Registry** is ICM Registry, LLC.

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

**Reservation** means the reservation from registration of a .XXX name submitted by a Registrar on behalf of an entity or individual that is not a member of the Sponsored Community that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

**Reservation Request** is a request submitted by an Accredited Registrar on behalf of an Applicant who is not a member of the Sponsored Community but who desires to reserve from registration names that correspond to their registered trademark. Names that are the subject of successful Reservation Requests will resolve to standard pages that indicate that the name is not available for registration in the sTLD. Reservation Requests are non-transferable.

**Sponsored Community** consists of individuals, business, entities, and organizations that: (i) have voluntarily determined that a system of self-identification would be beneficial, (ii) have voluntarily agreed to comply with all IFFOR Policies and Best Practices Guidelines, as published from time to time on the IFFOR web site; and (iii) either:

- Provide Online Adult Entertainment intended for consenting adults (“Providers”);
- Represent Providers (“Representatives”); or
- Provide products or services to Providers and Representatives (“Service Providers”).

**Sunrise Application Fee** is the non-refundable fee charged by the Registry to the Accredited Registrar for the receipt and validation of a Registration Request or Reservation Request during the .XXX Sunrise Process. This fee is in addition to Registration fees collected by registrars.

**Validation Agent** means IPROta, Ltd., who has contracted with the Registry to conduct validation processes stated herein.

**Validated Request** is a Registration or Reservation Request that has been validated subject to the requirements stated herein.

