

## **.CLUB TERMS, CONDITIONS, AND POLICIES**

### **Definitions**

**ASCII** means the American standard code for information interchange.

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

**Applicant** means a natural person, company, or organization submitting a Sunrise or Landrush Application.

**Application** means the complete and technically correct request for a domain name, which complies with this plan, policies and any other policy issued by Registry Operator, ICANN or contracted third parties with Registry Operator to perform or support registry related functions.

**Auction Provider** refers to Sedo.com Inc. and incorporates into this agreement their Terms of Service related to the TLD Auction process.

**Claims Notice** means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

**Claims Services** means the services that collectively provide:

- Applicants with a Claims Notice, and
- Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a

Trademark Match to the Trademark Record is Allocated.

**Claims Period** means any period during which the Claims Services are provided.

**Complainant** is a person (legal or natural) who makes a complaint under this Plan.

**Domain Name** means a domain name in and maintained by the Registry Operator's database consisting of at least the Domain Name Label and TLD together, separated by a dot (e.g., "second.club").

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

**Eligible for Allocation** means a domain name that Registry Operator may assign, designate or otherwise earmark to an Applicant following technical substantiation and conclusion of any applicable auction proceedings.

**General Availability** means the point in time following which requests to register a domain

name may be received from any eligible party on a first come, first served basis.

**General Registration** means the point in time after the conclusion of the Sunrise Period in which domain names are generally available for registration by all interested parties that are qualified to register domain names in the TLD.

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

**ICANN Registry Agreement Date** refers to the date on which Registry Operator executed the new gTLD Registry Agreement for the TLD with ICANN and shall mean 11 September 2013.

**Identical Match** is when the domain name label is an identical match to the trademark, meaning that the label consists of the complete and identical textual elements of the mark in accordance with section 4.2.1 of the TMCH Guidelines. In this regard:

a) For a trademark exclusively consisting of letters, words, numerals and/or special characters: the recorded name of the mark is an identical match to the reported name as long as all characters are included in the trademark record provided to the TMCH and in the same order in which they appear on the trademark certificate.

b) For a marks that do not exclusively consist of letters, words, numerals, or special characters: the recorded name of the trademark is an identical match to the reported name as long as the name of the trademark includes letters, words, numerals, keyboard signs, and punctuation marks that are:

- (i) predominant;
- (ii) clearly separable or distinguishable from the device element; and
- (iii) all predominant characters are included in the trademark record submitted to the

TMCH in the same order they appear in the mark.

**IDN** means Internationalized Domain Name. Registry Operator is authorized by ICANN to offer the TLD in Spanish.

**Label** means a string of characters used to form part of a domain name.

**Landrush Period** means a period between the Sunrise Period and General Availability during which Applications for a domain name may be received from any interested eligible party.

**Launch Program** means the Sunrise Period and the Landrush Period described in this document but does not include General Availability.

**Panelist** is the person or organization appointed by the Provider to provide a written decision in relation to a dispute arising under this Plan.

**Respondent** is the applicant or registrant of the domain name(s), or the DPML account holder subject to a complaint under this Plan.

**Registrar** means a Domain Name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry Operator for the TLD.

**Registry Operator** means the .CLUB Top Level Domain owned and operated by .Club Domains.

**Registry Website** refers to [www.nic.club](http://www.nic.club) or other TLD-specific URL directed from such website.

**Service** means the services that Registry Operator provides in relation to the TLD.

**SMD File** means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period and signifies that the TMCH has verified that the trademark contained in the SMD File meets the requirements for inclusion in the TMCH in accordance with TMCH Guidelines in force at the time when a complaint under this Plan is filed.

**Sunrise Application** means the non-transferrable, complete, technically correct request for a Domain Name Registration submitted by a Registrar to the Registry during Sunrise.

**Sunrise Dispute Resolution Process Provider** is the dispute resolution provider appointed by Registry Operator to administer resolution of disputes arising under this Plan is the National Arbitration Forum ("NAF") and their applicable policies are located is <http://adrforum.com>, and are incorporated by reference herein.

**Sunrise-Eligible Rights Holders** means Trademark Holders who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the Sunrise Eligibility Requirements specified in this Plan.

**Sunrise Eligibility Requirements** means the requirements outlined in this Plan that an Applicant must meet to participate in the Sunrise Period.

**Sunrise Registration** means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

**Sunrise Period** means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period and General Availability.

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

**TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks. See (<http://www.trademark-clearinghouse.com>).

**TMCH Guidelines** are the guidelines published by the TMCH for mark holders and agents to inform them about the eligibility requirements for inclusion of marks in the TMCH and participation in sunrise services (currently found at <http://www.trademark-clearinghouse.com>).

**TMCH Sunrise and Claims Operator** means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

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

**Trademark Clearinghouse Guidelines** means the guidelines which can be found at the following link <http://www.trademark-clearinghouse.com> (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

**Trademark Holder** means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

**Trademark Match** means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

**Trademark Record** means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

**Validated Mark** means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

**We, us and our** refers to .Club Domains, LLC as the .CLUB Registry Operator or our designated representatives.

## **Sunrise Period Policies**

### **Scope and Timing:**

Registry Operator will offer a sixty (60) day End Date Sunrise Period, specifically in relation to Rights Protection Mechanisms. The Sunrise Period allows trademark holders the ability to secure their trademarks in a .CLUB TLD prior to the Landrush Period and General Availability, when domain names may be registered by the general public. During the Sunrise Period, only SMD File holders (or their agents) are allowed to submit Sunrise Application(s). Successful Sunrise Registration(s) will be allocated to trademark holders after the Sunrise Period ends unless two or more Sunrise Applicants apply for the same TLD. In that case, the Sunrise Applicants will resolve contentions through an auction process with the Registry Operator's authorized Auction Provider.

### **Application Process:**

The following process applies to Sunrise Applications:

SMD Files submitted with Sunrise Applications are validated by Registry Operator, via Neustar, Inc.'s ("Registry Service Provider") systems.

Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator, via the Registry Service Provider.

Domain Names will be allocated to the Applicant, after the Sunrise Period ends, for which valid Sunrise Application(s) have been received, that:

- (1) meet the Sunrise Registration eligibility criteria described herein; and
- (2) were submitted in accordance with Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement.

If more than one Sunrise Application for the same Domain Name meets the eligibility criteria described herein, the Sunrise Applications will be submitted to the Registry Operator's authorized Auction Provider.

Domain Names awarded to successful Sunrise Applicants at auction will be allocated by Registry Operator, via Registry Service Provider and Auction Provider, following the conclusion of such auction.

### **Available Sunrise Registration Periods:**

Sunrise Period Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is

registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

### **Processing Sunrise Registrations:**

The Registry Operator will not process a Sunrise Application unless the Registry has:

1. Validated the SMD File with the TMCH; and
2. received, or has, in its discretion, reasonable assurance of payment from the Registrar of all applicable fees, including the non-refundable, one-time Sunrise participation fee for the Sunrise Application.

Sunrise Applications may only be submitted by a Registrar sponsoring the Sunrise Applicant and must include an SMD File corresponding to the Domain Name Label in the applied-for Domain Name.

### **Eligible Applicants:**

Each applicant must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

### **SMD File Requirements:**

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected.

### **Allocation:**

Unless otherwise stated in this Overview, the Registry Operator, via the Registry Service Provider and Auction Provider, will allocate a Domain Name if:

- The Domain Name Label meets the requirements set out below;
- The Domain Name Label and the information contained in the Registrar's request meet the requirements in the Registrar Terms and Conditions;
- The Domain Name Label is available; and
- The Registrar is in good standing with the Registry.

### **Domain Name Label Requirements:**

Registry Operator, via Registry Service Provider, will not accept a Sunrise Application unless the applied-for Domain Name meets the applicable requirements as defined in RFC 1035 and RFC 1123, including the following technical and syntax requirements. The Domain Name Label must:

- if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website);
- not begin or end with a hyphen;
- not exceed 63 characters;
- contains at least one character; and
- not contain hyphens, except where two consecutive hyphens (-) are used in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection (b) above.

#### **SLD Blocked Domains:**

Applications will be accepted for domain names appearing on the SLD block list and are subject to the terms contained in this Sunrise Period policy. For all domains registered that appear on the SLD block list, the domain name(s) will not resolve on the Internet until such time ICANN removes such prohibitions. Should ICANN fail to remove such SLD block list prohibitions, the Registry Operator will notify the sponsoring Registrar(s) and provide a full refund of the registration fee(s) paid.

#### **Sunrise Applicant Notification:**

Notification to Sunrise applicants will be as follows:

- At the end of Sunrise, the Registry Operator will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations.
- In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application:
  - Prevailed in the auction and was allocated the Domain Name; and
  - Lost in the auction.
- The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.
- The Registry Operator may also publish all or any portion of a pending Sunrise



Application online (e.g., via WHOIS).

### **The Registry's Rights:**

The Registry Operator shall be entitled, but not obligated, to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

- To enforce Registry policies and ICANN Requirements, each as amended from time to time;
- That is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;
- To protect the integrity and stability of the operation or management of the Registry;
- To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- If the Registry receives notice that the SMD File is under dispute; or
- As otherwise provided in the Registrar terms and conditions or Registry-Registrar agreement.

### **Auction Process:**

If more than one Applicant submits a valid Sunrise Application for the same domain name, the Registry Operator will notify the Auction Provider and applicable Registrar(s) after the Sunrise period ends. The prevailing Applicant for the domain name will be determined at an auction hosted by Auction Provider. The auction process will be governed by the terms and conditions published by the Auction Provider and provided to such Applicants ("Auction Rules"). Domain Names awarded to successful Sunrise Applicants at auction will be allocated by the Registry Operator, via Registry Service Provider, typically within seven (7) days of notification from the Auction Provider that the auction has concluded. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant. Where notified of the result of an auction, Registry Operator will ensure that the domain name is Eligible for Allocation to the successful bidder.

## Landrush Period Policies

### Overview:

Registry Operator will offer a thirty (30) day Landrush Period. A Landrush Period operates to allow any eligible Applicant to apply for a domain name in the TLD before the commencement of General Availability. The Landrush Period will be in effect from the date so described in the Launch Schedule in this Plan.

### Operation:

In order to participate in a Landrush Period, the Applicant must submit an Application for a domain name that:

- was not previously Allocated;
- is not Eligible for Allocation;
- is not subject of an Application that is being currently processed by the auction provider.

### Eligible Applicants:

Participation in the Landrush Period is restricted to Applicants who comply with the eligibility requirements of the TLD as described in this Plan.

### Allocation:

A domain name Allocated as a result of a Landrush Period may be registered for term of ten (10) years.

For Landrush, any name that found on the .CLUB SLD block list, found at <http://www.icann.org/sites/default/files/tlds/club/club-apd-list-12nov13-en.csv>, will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits.

### Auction:

Where there are multiple Applications for the same domain name during the Landrush Period these Applications will proceed to auction. In order to resolve multiple Applications for the same domain name, the Applicant will be invited to take part in an auction. The auction will be conducted in accordance with the auction rules published by the Auction Provider. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant. Where notified of the result of an auction Registry Operator will ensure that the domain name is Eligible for Allocation to the successful bidder.

### **General Availability Period Policies**

General Availability will begin on the first day that domain names become available after Landrush ends and continue indefinitely. During General Availability, domain names will be registered on a first come-first served basis. In order to determine which potential registrant is the first registrant, the timestamp in the registry system shall be used, to the exclusion of all other time stamps.

## **.CLUB Sunrise Dispute Resolution Policy (“SDRP”)**

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is effective as of December 2, 2013. An SDRP Complaint may be filed with the National Arbitration Forum against a domain name registered during the .CLUB TLD sunrise period, no later than 90 days after Sunrise end date.

### **1. Purpose.**

Domain names in the .CLUB TLD (“the TLD”) can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered in violation of the Registry’s SDRP criteria. This SDRP will not be applied to Registry-reserved names in the TLD.

### **2. Applicable Disputes.**

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration was improper under one or more of the following criteria.

#### **a. Improper Sunrise Registration-Trademarks**

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry’s Sunrise Program. The complaint must prove one or more of the following elements:

- i. at 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 is not identical to the mark on which the registrant based its Sunrise registration; or
- iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty.

#### **b. SDRP Effective Dates.**

Any SDRP claim brought under this Policy for domain names registered in the .CLUB TLD shall be brought no later than 90 days after Sunrise end date.

In the event that one party to an auction desires to bring a complaint under this SDRP against an opposing party to the same auction, the Registry Operator will stop that auction process to

allow a complaint under this Policy, if the complainant notifies the Registry Operator within the five (5) calendar days following the Registry's notification of auction regarding the relevant domain name(s). Such notice must be in writing.

The SDRP Complaint shall be filed with the National Arbitration Forum within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the auction shall proceed as scheduled.

### **3. Evidence and Defenses.**

**a. Evidence.** Panelists will review the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

**b. Defenses.** Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

### **4. Remedies.**

The remedies available to a complainant for a proceeding under this SDRP shall be limited to:

#### **a. Improper Sunrise Registration**

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under SDRP 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, either as a regular or defensive/blocking registrant, such application may be made to the Registry, or registrar, as applicable.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

### **5. Procedure.**

#### **a. Dispute Resolution Provider / Selection of Procedure**

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee

schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.

#### **b. Registry's or Registrar's Involvement**

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

#### **c. Parties**

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

#### **d. Decisions**

- (i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;
- (ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and
- (iii) decisions made under this SDRP will be publicly published by the Forum on its website.

#### **e. Implementation of a Lock and the Decision**

If a Panelist's decision requires a change to the status of a registered domain name, the Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the

Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

**f. Representations and Warranties.** Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

**6. Maintaining the Status Quo.** During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

**7. Indemnification / Hold Harmless.** The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP Policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Forum, the Panelist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

**8. Relation to Other Dispute Resolution Policies.** This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

**9. Effect of Other Proceedings.** The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

**10. SDRP Modifications.** The Registry Operator reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Forum. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective; unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.



## Claims Period Policies

### Overview:

In order to meet ICANN's requirements, Claims Periods will operate at certain stages during our Launch Program for the TLD.

Throughout the time when a Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that Label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

### Operation:

The Claims Notice forms part of the process of submitting an Application for a domain name, and the Applicant for the domain name will be required to acknowledge the information contained within the Claims Notice before processing the Application.

The Claims Period will be in effect during:

- the entire duration of the Landrush Period described in this document; and
- the first ninety (90) calendar days after the commencement of General Availability.

The Claims Period will be in effect from the date so described in the Launch Program overview section of this document.

### Notice and Duration:

The Registry Operator reserves the right to extend the Claims Period duration and, if appropriate, will post such notice on the Registry Operator's website and notify you any other means Registry Operator may deem appropriate.

### **Sunrise, Landrush and Premium Name Auction Policy**

The Auction Provider provides an auction platform for registries to provide a mechanism through which competing applications for a second level domain in their new gTLD may be resolved during the Sunrise, Landrush and Premium Name Auctions. The Auction Provider has been appointed by the Registry Operator for the TLD and the Auction Provider's Terms of Service, which are herein incorporated into this Policy by reference, will govern and control over any dispute which may arise during any of the auction processes. The Auction Terms and Conditions are published by the Auction Provider and must be accepted before bidding can occur in any auction for any domain names from the TLD Registry.

Registry Operator will not participate in any way in any dispute between its customers or users and any party other than the Auction Provider regarding the use of the auction platform.

All other disputes between you and any party other than us regarding the results of an auction that are not submitted in accordance with this Policy shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

## Requirements for Application

### Eligibility:

The TLD will operate with no eligibility restrictions.

To support the mission and purpose of the TLD registering and renewing domain names in the TLD is open to any interested parties and there will be no prerequisite for an Applicant to provide or demonstrate eligibility when applying for a domain name in the TLD.

Domain names in the TLD are subject to Policies which can be found on the Registry Operator's website at [www.nic.club](http://www.nic.club).

### Application:

An Application for a domain name must be made through a Registrar. Applications for domain names are subject to the eligibility requirements of the TLD.

By submitting an Application you acknowledge that the Application, and if successful the subsequent Allocation of the domain name are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties.

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that may be required by Registry Operator, as described in this Plan or any other applicable policy of Registry Operator.

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has commenced.

Successful Applicants must enter into an agreement for the domain name with their Registrar.

### Availability of Domain Names:

All Applications for domain names are subject to the requested domain name's availability.

During any of the periods described in this Plan a domain name may be:

- reserved or restricted; or
- have been previously Allocated; or
- Eligible for Allocation to another entity; or
- subject of an Application that is being currently processed by the auction provider.

**Premium Names:**

Registry Operator, at its sole discretion, reserves the right to reserve certain domain names that will be made available for registration, during the Launch Program and General Availability, through an auction process by the Auction Provider for a premium fixed price or bidding auction. Such domain names may be subject to a premium registration fee that is independent to any fee paid at auction. Additionally, Registry Operator, at its sole discretion, reserve certain domain names that expire during General Availability, to be made available for registration.

**Processing of Applications:**

Applications for domain names will be processed Registry Operator at the conclusion of the relevant period of the Launch Program. Registry Operator will perform technical substantiation of information received in relation to an Application with the TMCH Sunrise and Claims Operator.

**Allocation of Domain Names:**

For each of the periods described in this Plan, Registry Operator will determine if there is more than one Application for the same domain name. Where there are multiple Applications for the same domain name during any given period, and each of the Applications meets the requirements of our Plan and Policies then, those Applications will be subject to the auction process described in relation to that period. A domain name will not function in the Service until such time as it has been allocated.

An Application for a domain name will be Eligible for Allocation:

- upon passing of the technical substantiation process; and
- where multiple Applications are received for the same domain name during any given period, resolution of any auction proceedings.

Where the Application is not Allocated within 120 calendar days of being Eligible for allocation, that Application shall be considered abandoned and the applied for domain name may:

- become available in subsequent periods of the Launch Program, or General Availability;
- be reserved or restricted by Registry Operator, subject to this and any other applicable policy issued by Registry Operator, ICANN or any contracted third parties with Registry Operator to perform or support registry related functions.

**Representations and Warranties:**

All Applications for domain names are subject to our policies, and policies, procedures and

requirements, as issued by ICANN.

The Registry Operator's policy documents can be found at <http://www.nic.club>.

Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

- it has the authority to make an Application;
- the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- where the Application relates to a Sunrise Period, to the best of the Applicant's knowledge the requested Label is a Trademark Match to the Validated Mark

The Applicant and the Registrar understands and acknowledges:

- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- where multiple Applications are received for a domain name, that those Applications may be subject to the auction processes as described in this Plan, and agree to the terms of the auction process;
- that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process; and
- For Sunrise, any name that found on the .CLUB SLD block list, found at <http://www.icann.org/sites/default/files/tlds/club/club-apd-list-12nov13-en.csv>, will be available for registration, auction, and purchase, but cannot be activated in the DNS until ICANN permits.
- Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the our policy.

By submitting an Application for a domain name the Applicant and the Registrar agree:

- to be subject to this Plan and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- that Registry Operator reserves the right to deny any Application, or cancel, lock, place on hold, transfer or delete any domain name that it deems necessary, in its sole discretion:
  - to protect the integrity and stability of the Service;
  - to comply with our obligations;

- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
  - to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
  - to ensure compliance with the our policies;
  - for the non-payment to us of any fee; or
  - to correct mistakes made by us, or any Registrar, or any of its service providers in connection with an Application or a domain name.
- to indemnify and keep us (including our employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with your breach of any policy or agreement that you may have with Registry Operator.

## Acceptable Use Policy

.Club Domains is committed to the stable and secure operation of its top-level domains (“TLDs”). Abusive use of domain names creates security and stability issues for registries, registrars and registrants - as well as for users of the Internet in general. Accordingly, .Club Domains requires that domain names in its TLDs adhere to this Acceptable Use and Anti-Abuse Policy (“AUP”).

.Club Domains will address abusive behavior in its TLDs consistent with this AUP. .Club Domains provides an abuse point of contact through an e-mail address posted on the .Club Domains website found at [www.nic.club](http://www.nic.club) (currently: [abuse@nic.club](mailto:abuse@nic.club)). This e-mail address will allow multiple staff members to monitor and address abuse reports.

.Club Domains reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

- to protect the integrity and stability of one of its registries;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of .Club Domains, its affiliates, subsidiaries, officers, directors, contracted parties, agents, or employees;
- to comply with the terms of the applicable registration agreement and .Club Domains’ policies;
- where registrant fails to keep Whois information accurate or up-to-date;
- domain name use is abusive or violates the AUP, or a third party’s rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;
- to correct mistakes made by a registry operator or any registrar in connection with a domain name registration; or
- as needed during resolution of a dispute.

Abusive use of a domain is described as an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- distribution of malware;
- dissemination of software designed to infiltrate or damage a computer system without the owners informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- DNS hijacking or poisoning;
- spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging spam, and the spamming of Internet forums;
- botnets, including malicious fast-flux hosting;
- denial-of-service attacks;
- child pornography or any images of child abuse;

- promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- illegal access of computers or networks.

This Privacy Policy and all issues regarding this website are governed by the laws of the State of Florida and are subject to the exclusive jurisdiction of the courts located in Broward County, Florida.



## **.Club Domains Privacy Policy**

.Club Domains is committed to protecting the privacy of those who register domain names (“Registrants”) and make use of its Internet domain name registry services (the “Services”). .Club Domains will handle Personal Data provided to it by registrars and Registrants in accordance with this Privacy Policy.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

.Club Domains reserves the right to modify this Privacy Policy from time to time without notice, such changes will be available on the .Club Domains website at <http://www.nic.club/privacy>. Each time you access or use the Services, you will be bound by the then effective Privacy Policy. Continued use of a .club Domain Name constitutes access or use of the Services.

### External Websites

The .Club Domains website and the Services may contain links to external websites. .Club Domains is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Personal Data to their websites.

### Use of the Internet

The transmission of information via the Internet is not completely secure. Further, communicating via the Internet and other electronic means necessarily involves personal information passing through or being handled by third parties such as Internet service providers. Although .Club Domains will do its best to protect Personal Data, .Club Domains cannot guarantee the security of the information transmitted and any transmission of information is at your own risk.

### Information Collected and Whois Service

.Club Domains collects certain data from its contracted registrars. Such data includes domain name registration information provided by Registrants to registrars, including, but not limited to: registered domain name, nameserver delegation, Registrant name, contact name, address, phone number, email address, and IP address (“Whois Data”). While .Club Domains will comply with all requirements related to the accuracy of Whois Data under its registry agreements with the Internet Corporation for Assigned Names and Numbers (“ICANN”), .Club Domains cannot guarantee that all Personal Data received is accurate or up-to-date and will not, therefore, be responsible for any inaccuracies.

To support the security of the Internet and ensure continuity in service, .Club Domains is required to maintain a service that provides Whois Data (the “Whois Service”). The Whois Service is available to any Internet user, and its use does not require prior authorization or permission. For example, the Whois Service discloses Whois Data to third parties to ascertain the Registrant or the registrar of a domain in cases of (i) technical problems that might occur when

accessing its domain; (ii) assisting law enforcement authorities in investigations, crime prevention, and matters of national security; (iii) helping to counter the infringement of third-party legal rights; (iv) preventing fraud; and (v) other lawful queries. In essence, Registrant Whois Data is publicly available upon request. In case of a registrar's failure, loss of registrar accreditation, court order, or other emergency event that prompts the temporary or definitive transfer of domain names from one registrar to another registrar, .Club Domains may provide ICANN or another third party with Whois Data. More information on the Whois Service is available in the Acceptable Use and Anti-Abuse Policy and Whois Access Policy, both available on the .Club Domains website.

#### Other Use of and Access to Personal Data

.Club Domains shall take reasonable steps to protect Personal Data collected from loss, misuse, unauthorized disclosure, alteration, or destruction. Personal Data is limited to data supplied to .Club Domains during the registration process. Personal Data supplied to .Club Domains will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of .Club Domains or a .Club Domains affiliate, except when .Club Domains has express or implied permission or under special circumstances, such as when .Club Domains believes in good faith that disclosure is reasonably necessary to (i) comply with legal processes; (ii) enforce or comply with agreements between .Club Domains and ICANN; (iii) enforce or comply with agreements between .Club Domains and registrars; (iv) comply with policies adopted from time to time by .Club Domains and posted under "Policies" on the .Club Domains website; or (v) protect the rights, property, or personal safety of .Club Domains, its contracted parties, customers, or the public.

.Club Domains may share zone file data (such as domain names and name servers) to third parties for lawful purposes. .Club Domains may also share Personal Data with vendors, escrow agents, consultants and other service providers ("Service Providers") engaged by or working with .Club Domains and who need access to such information to carry out their work for .Club Domains. .Club Domains is not responsible for the actions of Service Providers or other third parties, nor is .Club Domains responsible for any additional information provided directly to these Service Providers or other third parties by registrars or Registrants.

.Club Domains may from time to time use data submitted by registrars for statistical analysis, provided that any such analysis will not disclose individual non-public Personal Data and such non-public Personal Data only is used for internal business purposes.

#### Protection of Personal Data

.Club Domains has endeavored to put into place and maintain reasonable security measures in an effort to protect the security of non-public personal information while it is under .Club Domains' control. Please be aware, however, that despite .Club Domains' best efforts, no security measures are perfect or impenetrable.

#### Transfer of Ownership

We reserve the right to transfer ownership of .Club Domains, its subsidiaries, or the Services (including the Personal Data collected by .Club Domains) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of us, a subsidiary or line of business associated with .Club Domains. Such a transaction may involve the disclosure of Personal Data to prospective or actual purchasers, or the receipt of it from sellers.

#### Contact Opt-out

Notwithstanding anything in this policy statement, .Club Domains may notify registrars and Registrants (“Users”) of new products of .Club Domains or a third party, announcements, upgrades and updates through in-house channels or third party agents. Users may opt-out of these promotional mailings by sending an email with their name to: [compliance@nic.club](mailto:compliance@nic.club) or by contacting us at the mailing address below:

.Club Domains Inc. 1640 W. Oakland Park Blvd., Oakland Park, FL 33311

.Club Domains reserves the right to send Users email related to business practices and systems operations, such as outage notifications and quota warnings, even if the User has opted out of promotional mailings.

#### Governing Law

This Privacy Policy and all issues regarding this website are governed by the laws of the State of Florida and are subject to the exclusive jurisdiction of the courts located in Broward County, Florida.

#### Contacting Us

If you have any questions about this Privacy Policy or .Club Domains’ practices relating to the Services, you can contact us at the following address: [compliance@nic.club](mailto:compliance@nic.club).

## Whois Access Policy

### **Dissemination of Domain Registration Information:**

.Club Domains, LLC (“.CLUB Registry Operator”) is required to collect and provide domain name registration information (“Whois Data”) for a variety of purposes. The .CLUB Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the .CLUB Registry Operator’s website using a standard web interface at [www.nic.club](http://www.nic.club). Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

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

The data in this record is provided for informational purposes only; the .CLUB Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the .CLUB Registry Operator, you agree to abide by this Whois Access Policy (this “Policy”). The .CLUB Registry Operator reserves the right to modify this Policy at any time and without notice. Any revisions will be posted on [www.nic.club](http://www.nic.club) website.

### **Security and Stability Considerations:**

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

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

### **Terms of Use:**

By accessing Whois Data from the .CLUB Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois

Data to:

- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
- enable high volume, automated, electronic processes that send queries or data to the systems of the .CLUB Registry Operator or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:

- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods.
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the .CLUB Registry Operator's searchable Whois service is available on its website at [www.nic.club](http://www.nic.club).