Launch Policy

This document describes the Launch Policy used by the Rightside registry.

Rightside®
▶ Registry

Rightside Launch Policy - version 1.3

Last Modified: January, 2015

Rightside® Registry

1. Introduction

This launch policy ("Launch Policy") describes and explains the policies regarding priority registration for holders of registered trademarks and other obligations before United TLD Holdco Ltd. ("UTLDH" or the "Registry," "us," "our," "we," and also trading as "Rightside Registry" or "Rightside") opens registrations for general availability to the public on a first-come-first-served basis.

2. Definitions

The following definitions are provided for clarity in this policy:

- **Accredited Registrar**

  An entity that is accredited by ICANN with the 2013 RAA and that has entered into an agreement with the Registry for the provision of Domain Name registration services.

- **Applicant**

  Any natural person, organization, or company in whose name an Application is submitted by an Accredited Registrar.

- **Application**

  A complete and correct request for registration of a Domain Name that complies with the requirements of this Launch Policy and, in particular, those specific to the Launch Phase during which the application is made.

- **Domain Name**

  A name at the second level for a top-Level Domain (TLD).

- **Eligible Trademark**

  A trademark that has been validated by the Trademark Clearinghouse (TMCH) and for which a Signed Mark Data (SMD) file has been generated.

- **Launch Phase**

  See Launch Phases section of this document.

- **Premium Names Selected for Price Categories**

  Domain Names that that have been allocated by the Registry into price categories with defined registration and renewal fees for each category.

- **Registry**

United TLD Holding Co. ("UTLDH" or the "Registry," "us," "our," "we," and also trading as "Rightside Registry" or "Rightside").

- **Reserved Name**

  Domain Names that at the Launch Phase of a TLD are blocked from being registered, in accordance with ICANN or Registry policy.

- **Signed Mark Data (SMD)**

  A file generated by the TMCH when IP rights to a trademark have been verified and stored in TMCH database.

- **Trademark Clearing House (TMCH)**

  An entity contracted with ICANN to provide a repository for global trademark data, as well as authentication and validation services for the launch of new TLDs.

- **Trademark Holder**

  The owner, licensee or assignee of a trademark.

- **Top Level Domain (TLD)**

  The name at the top of the DNS hierarchy.

3. Launch Phases

The following are the Launch Phases for Domain Name availability:

Phase	Description
Pre-Launch	Prior to launch of any Registry TLD, the Registry will reserve and make unavailable those Domain Names specified by ICANN, or by the Registry, in accordance with Registry policy.
Sunrise Phase	A period of at least sixty (60) days when only the holder of eligible trademarks that have been validated by the TMCH and for which there is a SMD file will be able to secure their trademark in the TLD.
Quiet Phase	A phase lasting up to 17 days during which no applications or registrations are accepted.
Sunrise Lock Phase	A period of sixty (60) days following a Domain Name being allocated to a Sunrise Applicant pending any Sunrise Challenge (defined below). During this time, the Domain Name cannot be transferred to another Registrar.

4. Timetable

The timetable for launch of each TLD can be found on the website of the specific TLD.

Rightside® Registry

5. Launch Rules and Procedures (General)

Application Procedures & Requirements

I. Domain Names can only be applied for and registered through an Accredited Registrar.

II. The Registry will create a Domain Name registration only in the following circumstances:

> a. The Domain Name is available and is not a Reserved Name; and
>
> b. The Accredited Registrar holds sufficient funds with the Registry or is otherwise in good standing with the Registry and has signed up to participate in the Launch Phase.

III. A Domain Name must meet all of the following technical and syntax requirements:

> a. The A-label must consist exclusively of the letters A-Z (not case sensitive) and the numbers 0-9;
>
> b. The Domain Name cannot begin or end with a hyphen;
>
> c. Internationalized Domain Names for the French, German, Spanish and Chinese languages as set out are permissible in the U-label;
>
> d. The Domain Name can only have two consecutive hyphens (--) in the 3rd and 4th positions when preceded by "xn" and followed by a label that corresponds with an internationalized domain name containing characters referred to in the Registry's IDN Policy above;
>
> e. Underlined characters are not allowed;
>
> f. The Domain Name cannot exceed 63 characters (excluding the TLD);

6. Representations and Warranties

When submitting Applications or registration requests to the Registry, the Accredited Registrar will ensure that the Applicant represents and warrants that:

1. The Application is made in good faith, contains only true, accurate and up-to-date information, and does not infringe the rights of any third party; and
2. The Applicant accepts and will abide by this Launch Policy and any other applicable Registry rules, policies, or procedures in the Registry-Registrar Agreement.

Rightside® Registry

7. Payment to Registry

The Registry shall only be obliged to accept an Application or Domain Name registration request once it has been paid in full for such service by the Accredited Registrar. Sunrise Application Fees are non-refundable. Registration fees will be taken only at the time of registration if an application is successful. The Registry is not responsible for any failure of the Accredited Registrar to pay the fees, including where such failure results in non-registration or cancellation of a Domain Name.

8. Term of Registration

During the Sunrise Phase, the initial term of registration is one (1) year. The term commences on the date of registration of the Domain Name, and shall expire on the same day of the month in the year when the term finishes.

The Registry is under no obligation to inform the registrant of a Domain Name when the term is about to expire.

The Registry shall be entitled to immediately suspend or cancel the Domain Name when the Domain Name registrant is in breach of the Launch Policy.

9. Pre-Launch

Prior to launch, the Registry will reserve and make unavailable for registration certain categories of Domain Names, some of which may be released at a later date. In addition, some Domain Names will be placed in specific price categories.

10. Names Reserved in Accordance with Registry Obligations

Under the Registry's agreement with ICANN (the "Registry Agreement"), the Registry is obliged to reserve certain geographical and other names. These Domain Names will not be available in the Sunrise Phase or any subsequent registration periods. This list can be found on ICANN's website at: http://www.icann.org/en/about/agreements/registries.

11. Registry Reserved Names

The Registry has reserved some Domain Names which will not be available at Launch may be made available at a later date via a mechanism to be determined by the

Registry. See the Reserved Names Policy procedures for the holder of an Eligible Trademark corresponding to such a Domain Name to request its release.

12. Domain Names Selected for Price Categories

The Registry has allocated some names into Price categories. Each Price Category carries a specific price for registration, transfer, redemption and renewal that may be updated from time to time. A list of these Domain Names and their price categories is available to our partner Registrars. An applicant who is subsequently allocated such a domain name will be required to pay the registration fee associated with the Price Category.

13. Sunrise Phase

A. Purpose

During Sunrise Phase, holders of Eligible Trademarks will have the opportunity to apply for and register the Domain Names that correspond with those Eligible Trademarks during a limited period of time before registration is open to the public at large.

B. Eligible Trademarks

An Eligible Trademark is one which:

- Consists exclusively of letters, words, numerals and/or special characters that meet the syntax requirements below; and
- Has been validated by the TMCH and had an SMD file generated.

C. Syntax Requirements

During the Sunrise Phase, the Domain Name applied for must be a minimum length of 3 characters and be identical to the Eligible Trademark. It is not possible for the Applicant to obtain a Domain Name registration for a part of the complete name for which the Eligible Trademark exists, unless provided for otherwise as explained below.

D. Exceptions

The following are technical exceptions to the principle described above:

- If the Eligible Trademark invoked by the Applicant includes one or more spaces between words, the spaces may be removed entirely or replaced with a hyphen;
- If the Eligible Trademark invoked by the Applicant includes a special character (such as, but not limited to, -, @, !, §, %, ^, © or &), these characters may, at the Applicant's sole discretion, be:

- Eliminated entirely from the Domain Name, or
- Transcribed, or
- Replaced with a hyphen
- If the Eligible Trademark includes letters with certain additional elements that do not exist in standard Latin script (such as "ä, é or ñ"), such letters may be:
    - Reproduced without such elements ("a", "e", "n"), or
    - Replaced by conventionally accepted spellings, (such as "ae")
- If the Eligible Trademark includes letters like "á", "é", "í", "ó", "ú", "ü" "ñ", the Applicant will be entitled to change such characters in the Domain Name to the equivalent IDN characters. The Applicant will also be entitled to change such characters in the Domain Name to the corresponding letters like "a", "e", "i", "o", "u", or "n".
- The Applicant may eliminate references to a "trademark" such as "TM", "SM", and the like, references to a company type, such as S.A.S, Ltd., LLP, and the like from the text or word elements of the Eligible Trademark.

E. Eligible Applicants

Only holders of Eligible Trademarks are eligible to submit Applications.

F. Release of Registry Reserved Names

The holder of a trademark who meets the Sunrise application requirements, and is an exact match for a Reserved Name, may apply to have the name released and made available for the Sunrise Phase.

Details of how such a request can be made are found in our Reserved Name Policy

Determination of whether such Domain Names will be removed from the Registry Reserved Names list and available for Sunrise Applications will be at the Registry's sole discretion.

G. Content of a Sunrise Phase Application

In addition to the information required for an Application made during the Sunrise Phase, the Application must include the SMD file generated by the TMCH.

H. Allocation of Domain Names

After conclusion of the Sunrise Phase, the Registry will finish the validation process.

- If there is only one valid application for a Domain Name, the Domain Name will be allocated to that Applicant.
- If there are two or more valid Applications for a Domain Name, only those Applicants will be invited to participate in a closed auction for the Domain Name. The Domain Name will be awarded to the auction winner after payment is received.
- Domain names allocated into a Price Category will be subject to the registration fee associated with that Price Category

Rightside® Registry

Auctions will be conducted by very specific rules and ethics guidelines. All employees, partners, and contractors of the Registry are prohibited from participating in Sunrise Phase auctions.

Full details about the Auction process will be provided to qualifying applicants.

14. The Registry's Right to Reject Applications or Revoke Domain Name

The Registry may reject, revoke, or delete any Application or resulting registration of a Domain Name at any time if it appears that the Applicant did not fulfill all of the registration requirements at the time of the Application. In the event of revocation or deletion, the Applicant or (any subsequent) Domain Name registrant shall not be entitled to any reimbursement or compensation as a result of such rejection, revocation, or deletion.

15. Sunrise Lock Phase

After a Sunrise Phase Doman Name is awarded to an Applicant, it will remain under a "Sunrise Lock" status for a minimum of sixty (60) days in order to allow parties to file Sunrise Challenges (see Sunrise Dispute Resolution Process, below). Locked Domain Names cannot be transferred.

When a Domain Name is allocated to an applicant, that Domain Name will be available for lookup in the public Whois. Any party may see what Domain Names have been awarded and to which registrants. Parties will therefore have the necessary information to consider Sunrise Challenges.

16. Sunrise Dispute Resolution Process ("SDRP", or "Sunrise Challenge")

Any person may initiate a Sunrise challenge if the complainant believes that:

- At the time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- The domain name is not identical to the mark on which the registrant based its sunrise registration;
- 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;

- The trademark registration on which the domain name registrant based its sunrise registration did not issue on or before the effective date of the Registry agreement and was not applied for on or before ICANN announced the applications received;
- The Sunrise registrant does not meet the "in-use" standard;
- The SMD File used to complete the Sunrise registration was fraudulently obtained and/or submitted; or
- A registry process error occurred that resulted in an incorrect Sunrise registration.

A Domain Name will be unlocked at the end of the Sunrise Lock period only if it is not subject to a Sunrise Challenge. Challenged Domain Names will remain locked until the dispute resolution provider has issued a decision, which the Registry will promptly execute.

See the Sunrise Dispute Resolution Policy for full rules and procedures for the SDRP.

17. Legal Disclaimers

A. No Guarantee

The Registry provides no guarantees in relation to the Sunrise Phase, Landrush Phase, or General Availability registration. Acquisitions of Registry Domain Names will be determined either through a third party auction, or on a first-come, first-served basis, assuming that the Applicant meets all of the requirements designated by the Registry. First-come, first-served has many risks, and we make no guarantees or warranties as to whether any Applicant will be successful in registering any Registry Domain Name. Additionally, we are not responsible for any failure on the part of the registrant to timely file required paperwork, documents or other materials that may be required by the Registry to successfully procure a Registry Domain Name or any failures on our part to timely pass on any communications or information requests between the registrant and the Accredited Registrar. The registration services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever. Applicants for Sunrise Phase registration agree that they will not hold us responsible for any failed attempt to obtain a Domain Name and that, except as otherwise expressly set forth herein, all fees charged in relation to the Registry Sunrise Phase services are non-refundable, regardless of the circumstance and regardless of the outcome. You acknowledge that the Registry, our parent and/or subsidiary companies may participate in the Sunrise Phase and that if we are successful in acquiring a Domain Name which an Applicant has also applied for, that we may award the Domain Name to ourselves and or our parent and/or subsidiary company and not to the Applicant and that we may do so without any obligation or liability to the Applicant.

B. LIMITATION OF LIABILITY

APPLICANTS PARTICPATING IN ANY LAUNCH PHASE AGREE THAT WE WILL NOT BE LIABLE TO ANY APPLICANT OR TO ANY THIRD PARTY FOR ANY (1)

SUSPENSION OR LOSS OF DOMAIN NAME REGISTRATION SERVICES IN RELATION TO A DOMAIN NAME(S) REGISTERED IN YOUR NAME, (2) USE OF OUR DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR SITE OR THE WEB SITE(S) OR SERVICES MAINTAINED BY US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF GOD OR NATURE (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) EVENTS BEYOND OUR CONTROL; (8) THE PROCESSING OF A REGISTRY DOMAIN NAME REGISTRATION APPLICATION; (9) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD; OR (10) APPLICATION OF THE DISPUTE POLICY OR ANY ICANN OR REGISTRY POLICIES. ALSO WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR THE COST OF PROCUREMENT OF ALTERNATIVE GOODS OR SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE IN QUESTION, BUT IN NO EVENT GREATER THAN TWO HUNDRED DOLLARS ($200.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.