.Website TLD Start-up Guide

Launch Dates

Launch Phase	Phase Dates
Sunrise	24th June, 2014 to 23rd August, 2014
Landrush	26th August, 2014 to 15th September, 2014
General Availability	17th September, 2014
Trademark Claims	26th August, 2014 to 24th November,2014

Launch Phase Overview

The below Launch Plan details the rules for the allocation of domain Names in Radix TLDs in a fair, orderly and equitable manner. This document sets forth the rules governing the Launch Phases.

Phase 1: Sunrise

Type: End date Sunrise

This phase is exclusively for trademark holders registered in the Trademark Clearing House (http://www.trademark-clearinghouse.com/) and that have a valid SMD file, to apply for their domains before the TLD opens to the general public.

Applications submitted during Sunrise are not allocated on a first-come first served basis. These names will be allocated at the end of the phase. If a domain has received multiple valid applications, the prevailing applicant is decided based on the outcome of an auction process.

Phase 2: Landrush
Type: End date Landrush

This phase is designed to give registrants priority access and apply for domains in Radix TLDs before they become available on a first-come first served basis. Absolutely anyone can apply for a domain during the Landrush phase provided, the domain name was not previously registered or applied for during the Sunrise Process, or is reserved by the Registry.

Applications submitted during Landrush are not allocated on a first-come first served basis. These names will be allocated at the end of the phase; if a domain has received multiple applications, the prevailing applicant is decided based on the outcome of an auction process.

Phase 3: General Availability

During this phase domains the TLD will become available to anyone through participating registrars. Except where registered or applied for during the Sunrise, Landrush or reserved by the Registry, domains are available to the public based on a first come, first served basis.

Sunrise Process

Eligible Applicants: Only valid SMD file holders can submit applications during this phase
Eligible Domains: Any Domain Name that is not on the Registry reserved list

Domain Allocation Process

a. During the Sunrise Process, the Registry will only accept Applications for available domain names along with a valid SMD file

b. SMD files submitted with the application will be validated by the Registry against the TradeMark Clearing House. Sunrise applications missing or containing invalid SMD files will be rejected by the Registry.

c. As domain names will not be allocated on a first-come, first-served basis during Sunrise Process, the time of receipt of an Application is disregarded in the allocation and registration of a particular Domain Name.

d. All unique applications with a valid SMD file will be allocated at the end of the Sunrise. If the Registry has received more than one valid application for an available domain name during the Sunrise, all such applications will be submitted to the Auction Process.

    The Registry's elected Auction Provider – Pool.com will invite all Applicants who have submitted an Application for a particular domain name, which has been accepted by the Registry, to participate in an auction process. The Domain Name will be awarded to the highest bidder, and the relevant fee charged, in accordance with the Auction Rules.

    Domain Names allocated to successful Sunrise Applicants via auction will be typically allocated within (7) seven days of notification from the Auction Provider that the auction has ended.

Landrush Process

Eligible Applicants: Anyone can apply for a domain during the Landrush phase.

Eligible Domains: Any Domain Name except the names in the below categories can be applied for during Landrush:

- Names reserved by the Registry
- Names awarded in the Sunrise process
- Names in the Sunrise Auction
- Names on the Name Collision Block List for each TLD

Domain Allocation Process

a) During the Landrush Process, the Registry will only receive Applications for domain names that are still available

b) As domain names will not be allocated on a first-come, first-served basis during the Landrush Process, the time of receipt of an Application is disregarded in the allocation and registration of a particular Domain Name

c) All unique domain applications will be allocated at the end of the Landrush phase. If the Registry has received more than one application for an available domain name during Landrush, all such successful applications will be submitted to the Auction Process.

The Registry's elected Auction Provider – Pool.com will invite all Applicants who have submitted an Application for a particular domain name, which has been accepted by the Registry, to participate in an auction process. The Domain Name will be awarded to the highest bidder, and the relevant fee charged, in accordance with the Auction Rules.

Domain Names allocated to successful applicants via auction will be typically allocated within (7) seven days of notification from the Auction Provider that the auction has ended.

General Availability Process

Eligible Applicants: Anyone can apply for a domain during General Availability

Eligible Domains: Any Domain Name except the names in the below categories can be applied for during General Availability:

- Names reserved by the Registry
- Names awarded in the Sunrise, Landrush process
- Names in the Sunrise, Landrush Auctions
- Names on the Name Collision Block List for each TLD

Domain Allocation Process

During General Availability, available domain names can be registered on a first-come first-served basis

Trademark Claims

Duration: 90 days
26th August, 2014 to 24th November,2014

In order to comply with ICANN's requirement, our Claims Period will operate for 90-days following the completion of Sunrise.

During this 90 day period, registrars are required to present a notice to a prospective registrant if the applied for domain is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where the domain is allocated, the Trademark Holder with the corresponding record will be notified of such by the Trademark Clearing House.

The registrar must capture the acknowledgement of this notice shown to the registrant and provide it to the Registry at the point of registration.

The acknowledgement notice can be submitted to the Registry via EPP or the web console depending on how the registration was made

Rights Protection Mechanisms

In addition to the above mentioned Sunrise Phase and the Trademark Claims, the Sunrise Dispute Resolution Policy (refer page XX), Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/en/help/dndr/udrp) and Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs) will apply to the TLD.

Name Collision Block List Handling

.website is qualified to launch under the ICANN "Alternative Path to Delegation". The Alternate Path to Delegation requires blocking the known list of SLDs that have received queries in the "Day in the Life of the Internet" (DITL) and other relevant data.

Based on this, ICANN has published a list of SLDs that must be blocked from activation or registration under each TLD, which is referred to as the Name Collision Block List.

In accordance with ICANN policy, and to allow Trademark Holders the rights they have to all sunrise names, SLDs which appear in the Name Collision Blocked List will show as "available" in EPP availability checks submitted during the Sunrise Period. This will allow registrars to register domain names to Trademark Holders which may or may not be "activated" (ie published in the DNS) depending upon the outcome of ICANN's name collision mitigation strategy.

It is important to note that domains registered during the Sunrise Period, which appear on the Name Collision Blocked List, will NOT be activated until authorization from ICANN is received.

After the end of the Sunrise Period, the Name Collision Blocked List names will be "blocked" from subsequent launch phases, including Landrush and General Availability. This means the names will show as "not available" in EPP availability checks until such time as ICANN authorizes their release.

Once we have more clarity on the Name Collision Occurrence Management Framework expected to be discussed at the June, 2014 ICANN meeting, we will update this policy with more information on the availability of the names in the Name Collision Block List.

Reserved Names

Radix has set aside some names that are reserved for Registry operations and other purposes including certain premium names that Radix may distribute through special mechanisms like auctions and other programs. This list may vary from one Radix TLD to another.

Radix will also reserve names that are included in Specification 5 – Schedule of Reserved Names, of ICANN's Registry Agreement, across all Radix TLDs.

All names that have been set aside as Reserved Names will not be available for registration in any phase.

Technical and Syntax Specifications

Every domain name must meet the following technical and syntax requirements:

a. The domain string must consist exclusively of the letters A-Z (case insensitive), the hyphen character, and the numbers 0-9;

b. The domain name cannot begin or end with a hyphen;

c. The registration period of the domain name applied for must be between 1 and 10 years during Sunrise, Landrush & General Availability

d. Internationalized Domain Names (IDNs) are not supported

e. The length of the domain name must not exceed 63 characters.

Registry Policies

Radix – Acceptable Use and Anti-Abuse Policy

I. General Provisions

1. Radix FZC and its subsidiaries ("Radix") arecommitted 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, Radix requires that every domain name in its TLDs ("Registered Name") and Registered Name Holder adhere to this Acceptable Use and Anti-Abuse Policy ("AUP").For the purpose of this AUP, a "Registered Name Holder" refers to the person or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a registrar.

2. Every Registered Name Holder is required to enter into and comply with a registration agreement with an ICANN-Accredited registrar or its authorized representative.

3. Every Registered Name Holder is required to comply with all ICANN consensus policies applicable to Registered Name Holders, including (a) the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/en/help/dndr/udrp), and (b) the Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs), and (c) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Radix, Registrars or Registered Name Holders, and as may be amended by ICANN from time to time.

4. Every Registered Name Holder acknowledges and agrees that Registered Name Holders are solely responsible for the content they publish on websites on theRegistered Name. Radix cannot and does not design, review orscreen content on any web site and does not assume any obligation tomonitor such content. However, each Registered Name Holder agrees that Radix mayreview web sites or other content in responding to a third partycomplaint or for any other reason.

5. By applying for or obtaining a Registered Name, everyRegistered Name Holderacknowledges accepts, and agrees to comply with the terms under which such application and registration was made, including the terms and conditions of all other applicable policies available on the Radix website and use restrictions set forth herein.

6. Radix reserves the right to deny, suspend, cancel, redirect or transfer any registration or transaction, or place any Registered Name(s) on registry lock, hold or similar status that it deems necessary, in its sole discretion and in accordance with applicable ICANN policies and applicable laws, for any of the following reasons:

> (a) to protect the integrity and stability of the registry;

(b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(c) to avoid any liability, civil or criminal, on the part of Radix, as well as its affiliates, subsidiaries, officers, directors, contracted partied, agents or employees;

(d) to comply with the terms of the applicable registration agreement and Radix policies;

(e) wherethe Registered Name Holder fails to keep Whois information accurate or up-to-date;

(f) Registered 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;

(g) to correct mistakes made by Radix or any registrar in connection with the registration of a Registered Name; or

(h) as needed during resolution of a dispute.

7. Radix reserves the right to disclose individual non-public personal data of Registered Name Holders associated with Registered Names which are found to be in violation of this AUP and/orif required or requested by law enforcement agencies,security agencies, registries, registrars and other service providers irrespective of the number and frequency of AUP violations.

II. Prohibited Uses

The following will be deemed as violations of the AUP:

1. Intellectual property, Trademark, Copyright, and Patent violations, including piracy

Common types of intellectual property rights include copyrights, trademarks, patents, industrial design rights and trade secrets in recognized jurisdictions. Any act resulting in theft, misuse, misrepresentation or any other harmful act by any Registered Name Holderwill be categorized as an Intellectual Property violation.

2. Spamming

Spamming refers to the use of electronic messaging systems to send unsolicited bulk messages. The term applies to e-mail spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Web sites and Internet forums. Unsolicited emails advertising legitimate and illegitimate products, services, and/or charitable requests and requests for assistance are also considered as spam.

3. Phishing (and various forms of identity theft)

Fraudulent web services and applications meant to represent/confuse or mislead internet users into believing they represent services or products for nefarious purposes, such as illegally gaining login credentials to actual legitimate services.

4. Pharmingand DNS hijacking

This includes redirection of DNS traffic from legitimate and intended destinations, by compromising the integrity of the relevant DNS systems. This leads unsuspecting Internet users to fraudulent web services and applications for nefarious purposes, such as illegally gaining login credentials to actual legitimate services.

5. Distribution of viruses or malware

Most typically the result of a security compromised web service where the perpetrator has installed a virus or "malevolent" piece of software meant to infect computers attempting to use the web service in turn. Infected computers are then security compromised for various nefarious purposes such as gaining stored security credentials or personal identity information such as credit card data. Additionally compromised computers can sometimes be remotely controlled to inflict harm on other internet services.

6. Child pornography

Child pornography refers to images or films (also known as child abuse images) and, in some cases, writings depicting sexually explicit activities involving a minor.

7. Using Fast Flux techniques

A methodology for hiding multiple source computers delivering malware, phishing or other harmful services behind a single domain hostname, by rapidly rotating associated IP addresses of the sources computers through related rapid DNS changes. This is typically done at DNS zones delegated below the level of a TLD DNS zone.

8. Running Botnetcommand and control operations

A Botnet is a significant coordinated net of compromised (sometimes tens of thousands) computers running software services to enact various forms of harm - ranging from unsanctioned spam to placing undue transaction traffic on valid computer services such as DNS or web services. Command and control refers to a smaller number of computers that issue/distribute subsequent commands to the Botnet. Compromised Botnet computers will periodically check in with a command and control computer that hides behind a list of date triggered, rotating domain registrations, which are pre-loaded in the compromised computer during its last check-in.

9. Hacking

Hacking constitutes illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of other individuals. Also includes any activity that might be used as a precursor to an attempted system penetration.

10. Financial and other confidence scams

Financial scams, including but not limited to the cases defined below, are operated by fraudsters to lure investors into fraudulent money making schemes. Prominent examples that will be treated as abusive are –

a. Ponzi Schemes: A Ponzi scheme is essentially an investment fraud wherein the operator promises high financial returns or dividends that are not available through traditional investments. Instead of investing victims' funds, the operator pays "dividends" to initial investors using the principle amounts "invested" by subsequent investors. The scheme generally falls apart when the operator flees with all of the proceeds, or when a sufficient number of new investors cannot be found to allow the continued payment of "dividends."

b. Money Laundering: Money laundering, the metaphorical "cleaning of money" with regard to appearances in law, is the practice of engaging in specific financial transactions in order to conceal the identity, source, and/or destination of money, and is a main operation of the underground economy.

c. 419 Scams:"419" scam (aka "Nigeria scam" or "West African" scam) is a type of fraud named after an article of the Nigerian penal code under which it is prosecuted. It is also known as "Advance Fee Fraud". The scam format is to get the victim to send cash (or other items of value) upfront by promising them a large amount of money that they would receive later if they cooperate.

11. Illegal pharmaceutical distribution

Distribution and promotion of drugs, locally within a nation or overseas, without prescription and appropriate licenses as required in the country of distribution are termed illegal.

12. Other violations

Other violations that will be expressly prohibited under the TLDs include

a. Network attacks

b. Violation of applicable laws, government rules and other usage policies

III. Reporting violations / abuse

Radix provides an abuse point of contact through an e-mail address posted on the Radix website found at www.radixregistry.com (currently: compliance@radixregistry.com).

Radix also provides a web form for complaints on the Radix website.

IV. Managing violations and abuse

Radix will address abusive behavior in its TLDs consistent with this AUP.

1. Radix shall have the discretion to undertake such actions as cancellation transfer, locking, or suspension of a Registered Name subject to abusive uses. Such abusive uses create security and stability issues for Radix, registrars and Registered Name Holders, as well as for users of the Internet in general. Radix defines abusive use as the wrong or excessive use of power, position or ability, and includes, without limitation, all the uses cited under "Prohibited Uses" above.

2. Radix also reserves the right to deny new registrations and/or suspend existing registrations of names to a Registered Name Holder who has repeatedly violated the terms of this AUP in any TLD, or has been identified as a known abuser or criminal by any law enforcement agency or government whether or not the violations were committed in relation to the use of a domain name or an internet transaction.Registered Name Holders, their agents or affiliates found through the application of this AUP to have repeatedly engaged in abusive use of Registered Namesmay be disqualified from maintaining any Registered Names or making future registrations. This will be triggered when it is clear that a Registered Name Holder has violated the AUP an unusual number of times. Radix shall use best efforts to execute such actions in cooperation with registrars, but reserves the right to take the abovementioned actions in a discretionary manner in an emergency situation, or to comply with the requirements of ICANN or requests from law enforcement agencies, or in a scenario where the registrar in question is unable or unwilling to cooperate.

V. Modifications to this AUP

Radix, in its sole discretion, may modify this AUP. Any such revised policy will be posted on the Radix website at least thirty (30) calendar days before it becomes effective. Continued use of the Registered Names after the date of the modified AUP taking effect constitutesacceptance of the modification.

Radix – Privacy Policy

1. Introduction

Radix FZC and its subsidiaries ("Radix") are committed to protecting the privacy of those who register domain names ("Registered Name Holders") and make use of its Internet domain name registry services (the "Services"). Radix will handle personal data provided to it by registrars and Registered Name Holders 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.

Radix reserves the right to modify this Privacy Policy from time to time; such changes will be available on the Radix website at www.radixregistry.com. Each time you access or use the Services, you will be bound by the then-effective Privacy Policy.

2. External Websites

The Radix website and the Services may contain links to external websites. Radix is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and Radix does not accept any responsibility or liability for these policies. Registered Name Holders are expected to check these policies before submitting any personal data to their websites.

3. 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 Radix will do its best to protect personal data, Radix cannot guarantee the security of the information transmitted and any transmission of information is at your own risk.

4. Information Collected and Whois Service

Radix collects certain data from its contracted registrars. Such data includes domain name registration information provided by Registered Name Holders to registrars, including, but not limited to: registered domain name, nameserver delegation, Registered Name Holder's name, contact name, address, phone number, and email address ("Whois Data"). While Radix 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"), Radix 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, Radix 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 Registered Name Holder or the registrar of a domain name 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, Registered Name Holders' 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, Radix may provide ICANN or another third party with Whois Data.

More information on the Whois Service is available in the Whois Access Policy, which is available on the Radix website.

5. Other Use of and Access to Personal Data

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

Radix may share zone file data (such as domain names and name servers) with third parties for lawful purposes. Radix may also share personal data with vendors, escrow agents, consultants and other service providers ("Service Providers") engaged by or working with Radix and who need access to such information to carry out their work for Radix. Radix will not use Personal Data to directly contact Registered Name Holders except as agreed to with Registrar specifically or for promotional or marketing purposes without Registrar's consent. Radix is not responsible for the actions of Service Providers or other third parties, nor is Radix responsible for any additional information provided directly to these Service Providers or other third parties by registrars or Registered Name Holders.

Radix 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.

6. Protection of Personal Data

Radix 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 Radix's control. Please be aware, however, that despite Radix's best efforts, no security measures are perfect or impenetrable.

7. Transfer of Ownership

Radix reserves the right to transfer ownership of Radix FZC, its subsidiaries, or the Services (including the personal data collected by Radix) 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 Radix. Such a transaction may involve the disclosure of personal data to prospective or actual purchasers, or the receipt of it from sellers.

8. User Contact

Radix reserves the right to send Registered Name Holders emails related to business practices and systems operations, such as outage notification and quota warnings, and / or as required by ICANN.

9. Governing Law

This Privacy Policy and all issues regarding this website are governed by the laws of Singapore and are subject to the exclusive jurisdiction of the courts located in Singapore.

10. Contacting Us

If you have any questions about this Privacy Policy or Radix's practices relating to the Services, you can contact us at the following address: compliance@radixregistry.com

Radix – Reserved Names Policy

1. Introduction

This policy describes Radix FZC's and its subsidiaries' ("Radix") Reserved Names Policy as it applies to all new top-level domains operated by Radix subsidiaries ("TLDs"). This policy may be modified and updated from time to time based on evolving needs and requirements of Radix and The Internet Corporation for Assigned Names and Numbers ("ICANN").

2. Contractual Obligations

Under the terms of its Registry Agreement with ICANN, Radix is required to comply with restrictions on registration of the character strings set out in ICANN's Registry Agreement, Specification 5 – Schedule of Reserved Names. These names will be reserved and not available for registration in all Radix TLDs. The relevant portions of Specification 5 are reprinted below in Appendix 1 of this policy document.

3. Registry Reserved Names

Radix may at any time reserve domain names from registration, including, without limitation, those domain names that are reserved for operations and other purposes, and including without limitation certain premium names, which Radix may change from time to time ("Registry Reserved Names").

These names will not be available at launch, but Radix reserves the right to make a part or all of the Registry Reserved names available at a later date via mechanisms to be determined by Radix.

Registrars may request the Registry Reserved Names list for each TLD from their account managers.

4. Modification of Reserved Names

In accordance with ICANN's Registry Agreement Clause 2.6, Radix may at any time establish or modify policies concerning Radix's ability to reserve (i.e. withhold from registration or allocate to the Registry Operator) or block any character strings within any TLD at its discretion.

Appendix 1

SPECIFICATION 5

SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, and subject to the terms and conditions of this Specification, Registry Operator shall reserve the following labels from initial (i.e., other than renewal) registration within the TLD. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label "EXAMPLE" shall be withheld from registration orallocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator

offers registrations (such second level and all other levels are collectively referred to herein as, "All Levels"). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

2.   **Two-character labels**. All two-character ASCII labels shall be withheld fromregistration or allocated to Registry Operator at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator, provided that such two-character label strings may be released to the extent that Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard. The Registry Operator may also propose the release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.   **Reservations for Registry Operations**.

3.1.   The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the DNS, as necessary for the operation of the TLD. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.2.   Registry Operator may activate in the DNS at All Levels up to one hundred (100) names (plus their IDN variants, where applicable) necessary for the operation or the promotion of the TLD. Registry Operator must act as the Registered Name Holder of such names as that term is defined in the then-current ICANN Registrar Accreditation Agreement (RAA). These activations will be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator must either (i) register such names through an ICANN-accredited registrar; or (ii) self-allocate such names and with respect to those names submit to and be responsible to ICANN for compliance with ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then-current RAA (or any other replacement clause setting out the terms of the registration

agreement between a registrar and a registered name holder). At Registry Operator's discretion and in compliance with all other terms of this Agreement, such names may be released for registration to another person or entity.

3.3. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to another person or entity at Registry Operator's discretion. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

4. **Country and Territory Names**. The country and territory names (including theirIDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3 166-1_decoding_table.htm>;

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

5.   **International Olympic Committee; International Red Cross and Red Crescent Movement**. As instructed from time to time by ICANN, the names (including theirIDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

6.   **Intergovernmental Organizations**. As instructed from time to time by ICANN,Registry Operator will implement the protections mechanism determined by the ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. A list of reserved names for this Section 6 is available at http://www.icann.org/en/resources/registries/reserved. Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

Radix Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement for domain names registered in all top-level domains ("TLDs") for which Radix FZC or its wholly-owned subsidiaries ("Radix" or the "Registry") enter into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") (hereinafter referred to as the "Radix TLDs"). An SDRP Complaint may be filed against a domain name registered in a Radix TLD during its sunrise period, until 60 days after the applicable sunrise period ends. The Provider for SDRP disputes is the National Arbitration Forum ("NAF" or the "Forum") (http://domains.adrforum.com).

1. Purpose

Domain names in the Radix TLDs can be registered by third parties and by the Registry Operator or reserved from registration by the Registry Operator ("Registry-Reserved Names"). 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 Radix's SDRP criteria. This SDRP will not be applied to Registry-Reserved Names in Radix TLDs.

2. Applicable Disputes

A registered domain name in any Radix 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[1]

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 the time that 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 an Identical Match[2] to the mark on which the registrant based its Sunrise registration[3]

---

[1] Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the registration and allocation of domain names during the sunrise period.

[2] Identical Match as defined by ICANN and / or the TMCH

[3] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

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; or

iv.   the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

b. SDRP Effective Dates.

i. Parties participating in an auction may bring an SDRP complaint prior to the auction if necessary. The Auction will be suspended pending the resolution of the SDRP if, the complainant notifies the Registry within the five (5) calendar days following the complainant's receipt of notification of auction regarding the relevant domain name(s). Such notice must be in writing. The SDRP complaint shall be filed with NAF within five (5) calendar days of the written notice.

ii. Once an auction is concluded, any participant in the auction may bring an SDRP complaint only within the 60 day time frame after the close of the applicable sunrise period.

iii. If a third party has a complaint about any trademark holder's ability to obtain or maintain the Sunrise Registration, based on the criteria set forth above, such claims must be brought within 60 days after the close of the applicable sunrise period.

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

Unless otherwise specified in this Policy, the remedies available to a complainant for a proceeding under this SDRP shall be limited to:

a. Improper Sunrise Registration

i. **SDRP complaint brought by a third-party:**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 Radix 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.

ii. SDRP complaint brought by an auction bidder prior to the auction: In the event an SDRP dispute is brought by an auction bidder prior to the auction for the same domain name(s), the auction will be suspended until the dispute is resolved.

iii. SDRP dispute brought by an auction bidder after the auction: Once an auction is concluded, if an SDRP complaint is brought and the losing bidder prevails, the auction price to the losing bidder will be the amount of the last bid made by that bidder. The Registry is not obligated to refund either the prevailing or the non-prevailing parties' sunrise application fee as a result of the resolution of any dispute.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the 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 (currently available at http://domains.adrforum.com/resource.aspx?id=1923) which are incorporated here by reference.

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 Radix TLDs involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[4] 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

---

[4] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

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) For a complaint filed by an auction participant prior to the auction in accordance with the applicable sections of this Policy, the Panelist shall recommend whether the aforementioned auction should, or should not proceed.

(iii) The decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and

(iv) 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[5] 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

---

[5]A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

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(s) in the RadixTLD 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

Radix 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;[6] 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.

Radix - WHOIS Access Policy

1.1 Dissemination of Domain Registration Information:

Radix FZC ("Registry Operator") is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. 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 Registry Operator's website using a standard web interface at http://whois.radixregistry.com 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 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; Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). The Registry Operator reserves the right to modify this Policy at any time.

1.2 Security and Stability Considerations

Abuse of the Registry Operator's Whois system through data mining will 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.

In addition, the Registry Operator's Whois web interface may add a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

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

1.3 Terms of Use

By accessing Whois Data from the 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 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)