.FANS Registration Policies

Version 2

Date 19 October 2018

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1. Registration Policy for TLD .fans

TLD .fans is an open, unrestricted Top Level Domain. .fans is a niche TLD offering an intuitive address for fan engagement across sport, music, celebrity and entertainment. Any person or legal entity anywhere in the world may register a TLD .fans domain name and will be subject to the policies herein.

Fans TLD Ltd c/o CentralNic Ltd 35-39 Moorgate London EC2R 6AR ("Registry"), is the Registry operator for the .fans TLD as assigned from Asiamix Digital Limited of Hong Kong.

Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the .fans Registry website and giving 30 thirty days prior written notice to all .fans Accredited Registrars.

1.1. Term. Names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registry accepts the request for registration submitted by the Accredited Registrar.

1.2. Names registered in .fans must have at least 1 character and not more than 63.

1.3. Second level domain names registered in .fans may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot,".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a domain name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).

1.4. Two hyphens may appear in the third and fourth positions in a label in a .fans name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced below.

1.5. Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., http://fans, or mail@fans). Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).

1.6. Registry reserves the right to implement IDNs in .fans.

1.7. All names registered in .fans TLD are subject to the .fans Reserved and Premium Names Policy outlined in section 3 below.

1.8. Proxy Registrations are permitted in accordance with ICANN policies.

2. Acceptable Use Policy

2.1. The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice:

2.1.1. to protect the integrity, security, and stability of the domain name system;

2.1.2. to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;

2.1.3. to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;

2.1.4. per the terms of the Registration Agreement;

2.1.5. to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);

2.1.6. to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);

2.1.7. to correct mistakes made by the Registry or any registrar in connection with the domain name registration;

2.1.8. for the non-payment of any fees owed; or

2.1.9. for non-compliance with the terms of the Founders Program as set forth in part 5 below

2.2. The following activities are prohibited, and constitute registration abuse which may result in cancelling, suspending, transferring and/or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to the following:

2.2.1. Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any Content that in the Registry's sole discretion is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2.2.2. Not impersonate any person or entity, including, but not limited to, a celebrity, a personality, musician, band, club, team, brand, TV show, an official, forum leader, guide or host, or falsely state or otherwise misrepresent the Registrant and/or user's affiliation with a person or entity;

2.2.3. Not harm minors in any way; not abuse children or Transmit child abuse material;

2.2.4. Not distribute malware; or operate botnets;

2.2.5. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;

2.2.6. Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted;

2.2.7. Not Transmit any Content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

2.2.8. Not Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

2.2.9. Not Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming";

2.2.10. Not Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

2.2.11. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;

2.2.12. Not relay email from a third party's mail servers without the permission of that third party;

2.2.13. Not use "robots" or otherwise harvest others' email addresses for purposes of sending unsolicited or unauthorized material;

2.2.14. Not upload, post, email, or transmit the same message, URL, or post multiple times;

2.2.15. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law; and,

2.2.16. Not "stalk" or otherwise harass another, or engage in cyber bullying.

2.3. All Registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, disclosure of data and financial regulations.

2.4. If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.

2.5. All .fans domain names are subject to ICANN's policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.

2.6. This Acceptable Use Policy is to assist Registrants in the lawful use of .fans domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this policy.

2.7. Registrant may not operate third level registries with more than 100 sub-domains, unless it has received express written permission of the Registry.

3. Reserved and Premium Names Policy

Reserved and Premium Names Policy ("Policy") of .fans.

3.1. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the .fans Registry website and giving thirty (30) days prior written notice to all .fans Accredited Registrars.

3.2. The Registry may reserve (i.e. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). The Registry may add or remove domain names from its Reserved List at any time.

3.3. This Reserved List of domain names shall generally consist of:

3.3.1.   Names reserved for Registry operations and other purposes, including without limitation, certain names retained for use by Registry's strategic partners; names for later release;

3.3.2.   Names Reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the .fans gTLD Registry Agreement or other ICANN policies;

3.3.3.   Premium Names including generic names and key words for later release by the Registry;

3.3.4.   Names that are temporarily unavailable due to processing delays from Sunrise registrations, or for other reasons.

3.4. Premium Generic Names. The Registry may reserve generic key words under this policy for individual release or later bulk release. Interested parties are encouraged to apply to the Registry for any such name by application to the Registry support@centralnic.com stating the intended purpose for the use and attaching any business plans. Applications will be reviewed and any offers made shall be in the Registry's sole discretion.

4. General Availability

4.1. Names are allocated via .fans Accredited Registrars on a first-come first-served basis subject to Registry Policy and ICANN requirements. Protected Names will be available only to Eligible Parties or Communities pursuant to the terms of the Protected Names program as established in section 8 above. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the .fans Registry website and giving thirty (30)days prior written notice to all .fans Accredited Registrars.

5. Dispute Policies

5.1. All Registrants agree to participate in and abide by any determinations made as part of the Registry's dispute resolution procedures, including:

5.1.1.   Uniform   Domain   Name   Dispute   Policy (http://www.icann.org/en/help/dndr/udrp),

5.1.2.   Uniform   Rapid   Suspension   Policy (http://newgtlds.icann.org/en/applicants/urs)

5.1.3.   Transfer   Dispute   Resolution   Policy (http://www.icann.org/en/help/dndr/tdrp)

5.1.4.   Trademark Sunrise Dispute Resolution Policy (see below)

6. Privacy Policy of .fans

6.1.   Introduction

Fans TLD LTD of London England is the registry operator for the Top Level Domain TLD .fans ("the Registry"). As an English registered company, the Registry is subject

to the privacy laws and regulations of the UK and in particular the EU General Data Protection Regulation ('GDPR') as implemented by the Data Protection Act 2018. The Registry .fans collects information about Registrants through a variety of means. This information is stored and used in a number of different ways. This Privacy Policy is intended to outline the information the Registry collects, how it's stored, how it's used and how it's protected. Please note that the Registry may modify this Policy from time to time in its sole discretion.

This Policy relates to our domain name registry system only. For privacy information related to our website (www.NIC.FANS), please go to:

https://www.centralnic.com/support/privacy

The Registry is a wholly-owned subsidiary of CentralNic Group PLC, a company registered in England and Wales and Listed on the London Stock Exchange. For more information about the Group and the privacy policies covering other subsidiaries within it, please go to:

https://www.centralnicgroup.com/

The Registry's holding company, CentralNic Ltd is registered in the UK Data Protection Register with registration number Z1690303.

6.2. Applicable Laws

The Registry is subject to the provisions of the General Data Protection Regulation[1] (GDPR), a regulation under EU law with direct applicability on member states which requires EU Member States to protect people's fundamental rights and freedoms, and in particular their right to privacy with respect to the processing of personal data. The Registry is also subject to the Data Protection Act 2018 which have incorporated the GDPR regulation into UK law to prepare for the UK ceasing to be a Member of the EU.

6.3. Data Protection Principles

The Registry having considered the applicable laws on data protection principles, which have guided the development of this policy. Article 5 of the GDPR provides for some key principles, which have guided the development of this policy, stating that personal data shall be:-

6.3.1. Processed lawfully, fairly and in a transparent manner;

6.3.2. Collected for specific, explicit and legitimate purposes and not further processed in a manner that is incompatible with that purpose;

6.3.3. Adequate, relevant and limited to what is necessary;

6.3.4. Accurate, complete and kept up to date;

6.3.5. Kept in a form that permits identification of personal information for no longer than is necessary for the purpose for which the personal data are processed; and

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[1] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016

6.3.6. Processed in a manner that ensures appropriate security of the personal data to maintain integrity and confidentiality of the data.

6.4. Relationship with registrars

6.4.1. In accordance with standard practice, domain names registered in the Registry database are registered via accredited third parties called *registrars*[2]. These registrars are retailers or resellers who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

6.4.2. The Registry has contracts with registrars that require that they ensure that their connection to our registry system is secure, and that all data exchanged between their system and ours is protected. However, the Registry cannot ensure or guarantee the security of registrars' systems. Registrants should contact their registrar if they have any questions or concerns about how the registrar processes, stores and transmits their personal information. The Registry also has agreements in place requiring registrars to obtain the consent of individuals when sharing their personal data with us.

6.5. What information the Registry collects:
The Registry must collect and process some information in order to operate, registry services or provide support for registrars.

6.5.1. All domain names registered in our database may be associated with the following information:

- 6.5.1.1. **Registered Name Holder** (or registrant): the legal owner of the domain name.

- 6.5.1.2. **Administrative Contact:** the entity or person authorized by the registrant to interact with the registrar on behalf of the registrant.

- 6.5.1.3. **Technical Contact:** the entity or person authorized by the registrant to maintain the technical operations of the domain name.

- 6.5.1.4. **Sponsoring registrar:** The registrar authorized by the registrant or reseller to register and manage the domain.

- 6.5.1.5. **Name servers:** the domain name servers to which the domain must be delegated in order to function.

6.5.2. The following information may also be provided:

- 6.5.2.1. **Billing Contact:** the entity or person authorized by the registrant that is responsible for payment of registration and renewal fees to the registrar.

- 6.5.2.2. **DNSSEC DS records:** digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

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[2] https://www.centralnic.com/registrars

6.5.3. The Registrant and the Administrative, Technical and Billing Contacts described above may include the following information:

- Contact Name/Role
- Organisation*
- Street Address
- City
- State/Province*
- Post code*
- Country
- Phone
- Fax*
- Email

if applicable

The registrar provides this information to the Registry when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration.

6.5.4. At the point of registration, the Registry also stores the following information:

- The creation date of the domain,
- The expiry date of the domain,
- Status codes used to lock the domain, prohibit updates, etc.,
- A random authorisation code used for transfers.

6.6. Information the Registry doesn't collect

Because we do not directly interact with registrants, we do not receive or store any of the following information:

- The IP address of the registrar's customer,
- Any credit card information,
- Any passwords used by the registrant to access the registrar's website.

6.7. How information is stored

Domain name registration information is stored in a central database. This database is hosted in secure colocation facilities and is protected by enterprise-grade firewalls and an Information Security Management System certified against ISO 27001.

We take regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to secure off-site locations using encrypted communications channels to prevent unauthorized access.

All the servers which store registration information are located in the European Economic Area (EEA), and so are subject to the GDPR.

6.8. How we use information

As a domain name registry, we use this information in the following ways:

6.8.1. We use the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains.

This information can be queried through our public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

6.8.2. The Registrant, Administrative, Technical and Billing Contact information MAY be published via our Whois and Registration Data Access Protocol (RDAP) services.

The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names. RDAP is a replacement for Whois which is gradually being phased in, and provides the same information but in a structured, machine-readable data format.

Whois and RDAP data is put to a variety of uses by third parties, including:

6.8.2.1. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
6.8.2.2. Determining the registration status of domain names;
6.8.2.3. Assisting law enforcement authorities in investigations for enforcing national and international laws;
6.8.2.4. Assisting in combating abusive uses of information communication technology;
6.8.2.5. Facilitating inquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
6.8.2.6. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
6.8.2.7. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

By default, since May 2018, most contact information is NOT disclosed to third parties. However, there are two exceptions:

a. The Organization, State/Province and Country fields of the Registrant of a domain are always published (if available).

b. The Contact Name, Street Address (including City, State/Province, Post code and Country), email address, phone and fax numbers will be published (if available) if the entity has explicitly opted in to be displayed in Whois records. This opt-in is communicated to us by registrars when they create and update contact object records in our database.

6.8.3. We MAY use the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues:

6.8.3.1. Non-payment of registration or renewal fees by the registrar[3]

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[3] In most cases, this is not required, however we may send notifications in some circumstances.

6.8.3.2. Misdirected SSL certificate requests (see https://www.centralnic.com/support/ssl)

6.8.3.3. Complaints of trademark or copyright infringement, malware, fraud or spam (see https://www.centralnic.com/support/abuse)

6.8.4. In accordance with the policies of ICANN (the Internet Corporation for Assigned Names and Numbers) the regulator of the domain name industry, we provide copies of registration data to Data Escrow Agents (DEAs) certified by ICANN. These DEAs hold copies of the data so that if we became unable to continue to provide domain registry services (due to a technical or business failure), critical services can be transferred to a successor registry operator with a minimum of disruption to existing domain registrations. Deposits of registration data are encrypted and digitally signed and transmitted securely to the DEAs, who, after validating them, store them securely and will not release the data except under very limited circumstances. More information about the Registry Data Escrow (RDE) program may be found at:

https://newgtlds.icann.org/en/applicants/data-escrow

6.9. Whois Records

6.9.1. An example of a typical Whois record (with contact information opted-out of display) appears below.

Domain Name: CENTRALNIC.XYZ
Registry Domain ID: D6866802-CNIC
Registrar WHOIS Server: whois.tldregistrarsolutions.com
Registrar URL: http://www.tldregistrarsolutions.com
Updated Date: 2018-02-02T04:26:32.0Z
Creation Date: 2015-01-28T14:16:13.0Z
Registry Expiry Date: 2019-01-28T23:59:59.0Z
Registrar: TLD Registrar Solutions Ltd
Registrar IANA ID: 1564
Domain Status: clientTransferProhibited
https://icann.org/epp#clientTransferProhibited
Registrant Organization: CentralNic Ltd
Registrant State/Province: London
Registrant Country: GB
Registrant Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
Admin Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
Tech Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
Name Server: NS-CANADA.TOPDNS.COM

Name Server: NS-USA.TOPDNS.COM
Name Server: NS-UK.TOPDNS.COM
DNSSEC: unsigned
Billing Email: Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name.
Registrar Abuse Contact Email: admin@tldregistrarsolutions.com
Registrar Abuse Contact Phone: +44.2033880600
URL of the ICANN Whois Inaccuracy Complaint Form: https://www.icann.org/wicf/
>>> Last update of WHOIS database: 2018-08-29T09:50:16.0Z <<<

6.9.2. An example of a typical Whois record (with contact information opted-in for display) appears below.

Domain Name: CENTRALNIC.UK.COM
Registry Domain ID: D57351-CNIC
Registrar WHOIS Server: whois.centralnic.com
Registrar URL: http://www.centralnic.com/
Updated Date: 2018-07-28T00:03:06.0Z
Creation Date: 2000-08-03T12:00:42.0Z
Registry Expiry Date: 2019-08-03T23:59:59.0Z
Registrar: CentralNic Ltd
Registrar IANA ID: 9999
Domain Status: ok https://icann.org/epp#ok
Registrant Name: Domain Administrator
Registrant Organization: CentralNic Ltd
Registrant Street: 35-39 Moorgate
Registrant City: London
Registrant State/Province:
Registrant Postal Code: EC2R 6AR
Registrant Country: GB
Registrant Phone: +44.2033880600
Registrant Fax: +44.2033880601
Registrant Email: domains@centralnic.com
Admin Name: Domain Administrator
Admin Organization: CentralNic Ltd
Admin Street: 35-39 Moorgate
Admin City: London
Admin State/Province:
Admin Postal Code: EC2R 6AR
Admin Country: GB
Admin Phone: +44.2033880600
Admin Fax: +44.2033880601
Admin Email: domains@centralnic.com
Tech Name: Domain Administrator
Tech Organization: CentralNic Ltd
Tech Street: 35-39 Moorgate
Tech City: London
Tech State/Province:
Tech Postal Code: EC2R 6AR
Tech Country: GB
Tech Phone: +44.2033880600
Tech Fax: +44.2033880601
Tech Email: domains@centralnic.com
Name Server: NS0.CENTRALNIC-DNS.COM

Name Server: NS1.CENTRALNIC-DNS.COM
Name Server: NS2.CENTRALNIC-DNS.COM
Name Server: NS3.CENTRALNIC-DNS.COM
Name Server: NS4.CENTRALNIC-DNS.COM
Name Server: NS5.CENTRALNIC-DNS.COM
DNSSEC: unsigned
Billing Name: Domain Administrator
Billing Organization: CentralNic Ltd
Billing Street: 35-39 Moorgate
Billing City: London
Billing State/Province:
Billing Postal Code: EC2R 6AR
Billing Country: GB
Billing Phone: +44.2033880600
Billing Fax: +44.2033880601
Billing Email: domains@centralnic.com
Registrar Abuse Contact Email: ops@centralnic.com
Registrar Abuse Contact Phone: +44.2033880600
URL of the ICANN Whois Inaccuracy Complaint Form: https://www.icann.org/wicf/
>>> Last update of WHOIS database: 2018-08-29T09:48:17.0Z <<<

6.10. How information is protected

All interfaces used to collect information (specifically, our EPP system, the web-based Registrar Console, our website and account manager used by our retail customers) use the Transport Layer Security (TLS, sometimes referred to as SSL) to encrypt information as it is transmitted to our system. This is the same technology used to secure e-commerce systems and online banking. All our systems are secured against unauthorised access to prevent unauthorised third parties from accessing data.

As described above, the database storing domain name registration data is hosted on servers in secure colocation facilities, protected by firewalls and an Information Security Management System that has been certified against ISO 27001. When copied from this server, the database is always transmitted and stored using strong encryption technology.

Our experience of operating a registry since 1995 has demonstrated that the main threat to the information we store comes from abusive use of the Whois service. It is relatively easy for attackers to obtain copies of zone files, or to assemble "dictionaries" of potentially registered domain names. These can then be used to query the Whois system in bulk to obtain contact information.

To mitigate this threat, we operate the following anti-abuse mechanisms:

1. Access to the Whois and RDAP servers are rate-limited, and hosts that send excessive queries to the server are blocked. See https://www.centralnic.com/registrars/whois for further details)

2. Access to the web-based Whois interface is protected by a "CAPTCHA" to prevent high-volume automated access

The Registry signs DNS zone files using DNSSEC. To prevent an attacker from using a "zone enumeration" attack to recover the contents of these zone files (which may

then be used as an index to the Whois/RDAP system), we use NSEC3 to provide authenticated denial of existence.

6.11. How information is deleted

When a domain name is deleted, unless the registrar has opted out, any contact information associated with the domain will be deleted, if the records are no longer needed for other domains in the database. This also occurs if a domain is updated to use different contact information (such as when a domain changes ownership).

Registrars who have chosen to opt-out of this system are expected to delete their own unused contact information and the Registry enforces this requirement by providing monthly reports, and reserves the right to opt registrars back in to automatic purging if they fail to manage their contact information properly.

Any person who believes that their contact information is stored in the registry system in an unused contact object, can request its deletion by sending a request by email info@centralnic.com.

6.12. Individual's rights

Under certain circumstances, if you are a natural living person, you have rights in relation to your personal data, which include the right to:

6.12.1. **Request access** to your personal data (commonly known as a "data subject access request"). This enables you to access information we hold about you and receive information about how we process it.

6.12.2. **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify your identity as well as the accuracy of the new data you provide to us to protect your security and comply with our data accuracy policies. If you are a registrant, we will have to refer you to your registrar who is in a position to verify and correct any incorrect data.

6.12.3. **Request erasure** of your personal data. You may request to delete or remove personal data where there is no good reasons for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we are required to erase your personal data to comply with applicable laws. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

6.12.4. **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

6.12.5. **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in such limited circumstances as: where you wish to cancel all services and close your accounts; or where you need us to hold the data to establish, exercise or defend legal claims when we would normally delete or anonymise the data.

6.12.6. **Request the transfer** of your personal data to you or to a third party. We will allow you to copy your information held by us. If you wish to transfer domain names to another registrar please login and go to the "Manage Transfers" tab on the website.

6.12.7. **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

6.12.8. **Automated decision-making** Other than the use of cookies, logs and web beacons, set out above which are automated on the website, we do not use automated profiling or decision making based upon your personal information in providing you with services. We will not contact you solely as a result of visiting our website.

If you wish to exercise any of the rights set out above, please log in to your account or contact us on info@centralnic.com.

6.13. Further Information

The Registry may need to request specific information from you to confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. The Registry may also contact you to ask you for further information in relation to your request to speed up our response.

6.14. Time to respond

The Registry tries to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, you will be notified and kept updated.

6.15. How to get further information or ask a question

If you have any questions or comments about this policy or you wish to exercise any of your rights detailed above, please contact the Registry in one of the following ways:

By email: info@centralnic.com with the subject Data Privacy
By telephone: +44 (0)20 33 88 0600 (24x7)

By post: Data Privacy Officer 35-39 Moorgate, London EC2R 6AR,
                     United Kingdom

6.16. Complaints procedure

If you are not satisfied by our actions, you can seek recourse through our internal complaints procedure, please contact us using the points of contact above.

If you remain dissatisfied, you have the right to refer the matter to the Information Commissioner. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
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7. Whois Access Policy

7.1. Dissemination of Domain Registration Information:

Fans TLD Ltd, the Registry for TLD .fans is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The Registry

provides access to Whois Data through a standard text-based network protocol at whois.nic.fans, port 43. Whois Data can also be accessed on the Registry's website using a standard web interface at whois.nic.fans (port 80).

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'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 Registry does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry, you agree to abide by this Whois Access Policy (this "Policy").

Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the .fans Registry website and giving ninety (90) days prior written notice to all .fans accredited Registrars.

7.2. Security and Stability Considerations:

Abuse of the Registry's Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorised parties will be limited and unauthorised queries may result in responses that do not include data sets representing significant portions of the registration database. In addition, the Registry's Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image. The .fans Registry will employ a blacklist to block access to Whois Data by those found to violate this Policy or any .fans Registry policy. At .fans Registry's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

7.3. Terms of Use

By accessing Whois Data from the Registry, 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:

> 7.3.1. 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);
>
> 7.3.2. enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, its registry service provider or any ICANN-accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations; or
>
> 7.3.3. collect or attempt to collect the majority or entirety of the Whois database contents.

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

When using the Registry'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; and,

- 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 .fans Registry's searchable Whois service is available on its website at www.nic.fans.

8. Definitions

In this document:

"Accredited Registrar" or "Registrar" means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

"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 organisation in whose name an Application is submitted.

"Application" means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

"Available Names" means .fans names that have not been reserved, restricted, protected, registered, awarded, or otherwise allocated.

"CentralNic Registrar Console" means the console provided by CentralNic available at https://registrar-console.centralnic.com.

"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.

"Content" means any web, e-mail or other content associated with a domain name in the .fans TLD

"Dispute Resolution Provider" means the forum or provider of domain name disputes as appointed by the Registry which may include: WIPO, the National Arbitration Forum or other Arbitrator as designated by the Registry.

"General Availability" means the point in time following which requests to register a domain name may be received from any party on a first come, first served basis.

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

"ICANN Requirements" means the Registry's obligations under the Registry Agreement between Registry and ICANN and all ICANN Consensus Policies applicable to the .fans TLD.

"Protected Names" means the mechanism by which the Registry may reserve certain names in order to extend additional rights protection for certain categories of Applicants.

"Registrant" is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .fans TLD.

"Registration" means a .fans name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registration Agreement for registration during a specified term.

"Registration Agreement" means the agreement between Registrant and Accredited Registrar for registration of the domain name.

"Registration Request" is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .fans TLD.

"Registry" is Fans TLD Ltd c/o CentralNic Ltd 35-39 Moorgate London EC2R 6AR.

"Registrar" means an entity that is authorised to offer domain name registration services in relation to the TLD.

"Registry Policies" means the policies adopted from time to time by the Registry as posted under Policies, as amended from time to time.

"Registry System" means the system operated by Registry or Registered Names in the .fans TLD.

"Registry Website" is www.nic.fans

"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.

"Trademark Holders" are those eligible trademark owners who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the eligibility requirements specified in the Trademark Sunrise Policy.

"TLD" means Top Level Domain and for the purpose of this policy the TLD shall be .fans.

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