

# .THEATRE POLICIES

Version 1.00

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# 1. Introduction and Purpose

These Policies describe the rules that govern the launch and continued operation of the .Theatre Top Level Domain (the "TLD") by XYZ.COM LLC ("Registry Operator," "Registry," "We" or "RO"). This document will proscribe certain protections to the various entities described in this document, comply with ICANN's requirements for the TLD, and will describe the manner by which domain names will be allocated to various types of domain name Applicants.

The launch of the TLD will consist of a series of launch periods, each of which is described in this document. Specific information and requirements for those wishing to participate in the launch of the TLD are detailed in relation to each of those periods.

ICANN requires that the Registry Operator, in the management of the TLD, implement certain Rights Protection Mechanisms (often referred to as RPMs) to discourage or prevent registration of domain names that violate or abuse another party's legal rights. Rights Protection Mechanisms may exist in different forms dependent on the stage or period of operation of the TLD. Some Rights Protection Mechanisms exist for a defined period of time, while others may subsist or become active as a result of certain conditions. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link: <http://newgTLD.icann.org/en/about/trademark-clearinghouse>.

ICANN has established the Trademark Clearinghouse and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms.

ICANN has appointed third-party providers, the TMCH Sunrise and Claims Operator(s) (both defined below), to operate the Trademark Clearinghouse (defined below). Registry Operator's implementation of the Service (defined below) has been integrated and tested with the TMCH Sunrise and Claims Operator. Information about the Trademark Clearinghouse and the TMCH Sunrise and Claims Operator can be found at the following link <http://trademark-clearinghouse.com/>.

Where applicable, the Registry Operator's role is to verify the information provided by a Registrar to the Registry Operator, with that information that is contained in the Trademark Clearinghouse. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse

These Policies apply to:

- Persons or entities submitting an Application;
- Registrants; and
- Registrars.

## 2. 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 organization 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 names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry’s receipt of a Registration Request.

“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 the 90 day period after the start of General Availability during which Claims Services are provided.

“Early Access Period” means the period between the Sunrise Period and General Availability during which special rules apply as described in these Policies.

“Eligible for Allocation” means a domain name that we assign, designate or otherwise earmark to an Applicant following technical substantiation and other validation.

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

“General Registration” means the point in time after the conclusion of the Sunrise Period in

which domain names are generally available for registration by all interested parties that are qualified to register domain names in the TLD.

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

“Registry Agreement Date” refers to the date on which we executed the Registry Agreement with ICANN for the TLD.

“ICANN Requirements” means the Registry’s obligations under the Registry Agreement between the Registry and ICANN for the TLD, as it may be subsequently modified or amended, and all ICANN Consensus Policies applicable to the TLD.

“Launch Program” means the Sunrise Period and the Early Access Period described in this document but does not include General Availability.

“Premium Domain Names” means domain names that Registry may sell at a premium price.

“Premium Pricing Tiers” means pricing tiers that Premium Domain Names, if released, will be sold at.

“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 TLD.

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

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

“Registry” or “Registry Operator” is XYZ.COM LLC.

“Registrar” means an entity that is authorized 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 on the relevant Registry Website.

“Registry-Registrar Agreement” is the agreement between Registry and Accredited Registrars, as amended from time to time.

“Registry Reserved Names” are names that the Registry Operator has reserved from registration by third parties.

“Registry System” means the system operated by Registry or Registered Names in the TLD.

“Registry Website” means <http://nic.theatre>.

“Service” means the services that we provide in relation to the TLD.

“SMD File” means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

“Sunrise Period” means the period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name in the TLD.

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

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

“TLD” means top-level domain and for the purpose of this policy the TLD shall be .theatre.

“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.

“We,” “us” and “our” means XYZ.COM LLC, the Registry Operator of the TLD.

## 3 General Provisions

### 3.1 Launch Timeline

Launch Phase	Timeframe*	Description
Sunrise Period	Thirty (30) days from the start of Sunrise	The pre-launch opportunity for trademark holders to submit Registration Requests for names corresponding to their Trademark Clearinghouse (TMCH) entries. Registrations are on a first-come, first-serve basis. See the section of these Policies on Sunrise for more details.
Early Access Period	Begins after the conclusion of the Sunrise Period. Lasts seven (7) days. Exact dates to be posted to the relevant Registry Website and the CentralNic Console.	Anyone can register any available name on a first-come, first-serve basis. Prices vary depending on the day, beginning higher and gradually lowering.
General Availability	Begins after the end of the Early Access Period and continues perpetually.	Anyone can register any available name on a first-come, first-serve basis.

*\*Timeframes are subject to modification. See the relevant Registry Website for more details.*

### 3.2 Registration of Names

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

The Registry will not accept a Registration Request for a name unless it meets the following technical and syntax requirements:

1. if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
2. if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry
3. not begin or end with a hyphen;
4. not exceed 63 characters;
5. contains at least one character;
6. and not contain two or more consecutive hyphens, except where they appear in the 3rd and 4th positions, when preceded by "xn";

The Registry may impose further syntax and technical requirements as necessary for the operation of IDNs in the TLD.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

1. to enforce Registry Policies and ICANN Requirements, each as amended from time to time;
2. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
3. to protect the integrity and stability of the Registry System, its operations, and the TLD;
4. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider;
5. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, service providers and stockholders;
6. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
7. as otherwise provided in the Registry-Registrar Agreement.

### **3.3 Requirements for Application**

Outside of the relevant Sunrise Period there are no eligibility restrictions or prerequisites on which Applicants may apply for domain names in the TLD. As described in the Sunrise rules herein, only Applicants whose names are registered in the Trademark Clearinghouse may register domain names during the Sunrise Periods.

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

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

All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document. Applications may only be submitted once the period to which the Application relates has commenced. Successful Applicants must enter into an agreement for the domain name with their Registrar.

### **3.4 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 Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the “Term”). It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

### **3.5 Availability of Domain Names**

The Registry has reserved certain names from registration in the TLD (“Registry Reserved Names”). Additionally, after the close of the Sunrise, the close of the Early Access Period, or at other times at its discretion, the Registry may reserve Premium Names, designated as Registry Reserved. These domains may be allocated via (i) request for proposal; (ii) auction; (iii) premium domain name sales with or without tiered pricing; and/or (iv) other reasonable mechanisms consistent with Registry’s Registry Agreement with ICANN.

Upon the conclusion of Sunrise, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted.

### **3.6 Representations and Warranties**

All Applications for domain names are subject to our policies, and policies, procedures and requirements, as issued by ICANN. The Registry Operator’s policy documents can be found at <http://nic.theatre>. Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

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

The Applicant and the Registrar understands and acknowledges:

- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- that the Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the ICANN or Registry policy.

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

- to be subject to this plan and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and

that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;

- to indemnify and keep us (including our employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with its breach of any policy or agreement that it may have with Registry Operator;
- there is no guarantee that the Applicant will be allocated the domain names requested in the application; and
- the Registry takes no responsibility for any mistakes on the Application including misspellings or errors in processing or payment.

### **3.7 Premium Fees**

#### **3.7.1 - Premium Domain Name Registrations**

The Registry reserves the absolute right to identify domain names to be offered during any launch period as premium domain names ("Premium Domain Names). Pricing for Premium Domain Names will be set by the Registry. Registrars may offer the domains at marked-up pricing for registration by registrants and keep any difference between the registration fee paid by the registrant and the Registry price. Premium Domain Names will be available on a first-come-first-served basis. Premium Domain Names registered during any registration period will be priced at the relevant Premium Pricing Tier for the domain name, and not at the price for the relevant registration period.

#### **3.7.2 - Premium Domain Name Pricing Tiers**

Should the Registry release Premium Domain Names, the Registry reserves the right to categorize Premium Domain Names into Premium Pricing Tiers. These tiers will be posted to the CentralNic Console. All Premium Domain Names will have a renewal fee (per year) and domain name transfer fee equal to the initial registration fee at which the Premium Domain Name was registered. RO reserves the right to move unregistered Premium Domain Names across Premium Domain Name Pricing Tiers at its own discretion, provided that the Registry provides the Registrar with 180 (one hundred and eighty) days prior notice for all such moves which result in Premium Domain Name price increases, and 30 days prior notice for all such moves which result in Premium Domain Name price reductions and provided that the Registry agrees to make no more than two such movements across Premium Domain Name Pricing Tiers in any one year period in each the TLD. Such prior notice may be provided by email, hand, registered mail, courier or express delivery service. The Registry also reserves the right to add or remove unregistered domain names to or from Premium Pricing Tiers in the TLD at its own discretion, provided the applicable notice periods for such changes are provided to the Registrar, and provided that such additions and removals to and from Premium Pricing Tiers shall be considered as movements for the purpose of the established limit of two movements in any one year period in the TLD. For the avoidance of doubt, one such movement in the TLD may include

a combination of price increases and decreases to multiple domain names resulting from moving names across, into, and out of Premium Pricing Tiers. Creation of additional Premium Pricing Tiers will be effective upon a 180 (one hundred and eighty) days prior notice to the Registrar.

## **4. Sunrise rules**

### **4.1 Scope and Applicability**

Sunrise applications may be submitted for Available Names, meaning names that have not been reserved or restricted, prior to commencement of the respective launch phase.

### **4.2 Eligible Applicants**

To be eligible to submit a Registration Request under Sunrise, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

### **4.3 Application Process**

The following process applies to Sunrise Applications: SMD Files submitted with Sunrise Applications are validated by Registry Operator; Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry Operator. If SMD files are validated by Registry Operator, the applicant will receive the names on a first-come, first-serve basis.

### **4.4 SMD File Requirements**

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

### **4.5 Allocation of Registration Requests**

If a Sunrise Applicant meets the eligibility criteria described herein and in accordance with Registry Policies, that Applicant will receive the name on a first-come, first-serve basis.

### **4.6 Available Sunrise Registration Periods**

Sunrise Registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

### **4.7 Certification / Liability**

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements. By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the TLD under this policy, and agree to indemnify and hold the

Registry and its executives, officers, affiliates, agents, service providers and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors. Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

#### **4.8 Sunrise Disputes**

For information on Sunrise Disputes, see our Sunrise Dispute Resolution Policy (Section 11 of this document).

## **5 Early Access Period**

### **5.1 In General**

The Early Access Period is a seven (7) day period between the Sunrise Period and the general availability of the relevant TLD during which anyone can register any available domain name at the registration price for that particular day. As the seven day period progresses, the prices for domain names will gradually decrease. Domains will be Allocated on a first-come, first-serve basis.

### **5.2 Eligible Applicants**

Any person or organization can register a Domain Name during the Early Access Period.

### **5.3 Duration**

The Early Access Period will last seven (7) Days. Final dates and times will be posted at the Registry's website.

### **5.4 Available Early Access Period Registration Periods**

Early Access Period registrations may be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is registered. Unless otherwise terminated, such registration will expire on the same day of the month the registration was created, unless it was created on February 29, in which case it will expire on March 1.

### **5.5 Miscellaneous**

Claims Services will be in effect during the entire duration of the Early Access Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on Claims Services.

## 6 General Availability

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements. The first ninety (90) days of the General Availability period will be part of the Claims Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

## 7 Claims Period

The Claims Period will operate for the first ninety (90) days of General Availability. Claims Services will be offered during this Period. Claims Services will also be offered during the Early Access Program.

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

## 8 Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy (<http://www.icann.org/en/help/dndr/udrp>), Uniform Rapid Suspension Policy (<http://newgTLDs.icann.org/en/applicants/urs>), Transfer Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/tdrp>), and Sunrise Registration Challenge Policy (Section 11 of these Policies).

## 9 WHOIS Access Policy

### 9.1 Dissemination of Domain Registration Information:

XYZ.COM LLC ("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://nic.theatre>. 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"). Registry Operator reserves the right to modify this Policy at any time and with ninety (90) days prior written notice. Any revisions will be posted on <http://nic.theatre> and on the CentralNic Registrar Console.

### 9.2 Security and Stability Considerations

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

### 9.3 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).

Information regarding the Registry Operator's searchable Whois service is available on its website at <http://nic.theatre>.

Information regarding Whois policy generally and educational materials is available on ICANN's website at <http://whois.icann.org>.

## 10 Acceptable Use and Anti-Abuse Policy

XYZ.COM LLC ("Registry Operator") is committed to the stable and secure operation of its top-level domain ("TLD"). 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. We take this matter extremely seriously. Accordingly, Registry Operator requires that domain names in its TLD adhere to this Acceptable Use and Anti-Abuse Policy ("AUP").

Registry Operator will address abusive behavior in its TLD consistent with this AUP. Registry Operator provides an abuse point of contact through an e-mail address posted on the relevant registry Website found at <http://nic.theatre>. This e-mail address will allow multiple staff members to monitor and address abuse reports. Registry Operator also provides a web form for complaints on its website. Registry Operator reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

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

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

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

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

REGISTRY OPERATOR MAINTAINS THE RIGHT TO DETERMINE WHETHER A REGISTRATION IS ABUSIVE ACCORDING TO THE ABOVE STANDARDS OR AT ITS SOLE DISCRETION IN ORDER TO MAINTAIN THE INTEGRITY OF THE TLD.

## 11 Sunrise Dispute Resolution Policy (“SDRP”)

Registry shall post Sunrise Dispute Resolution Policies (“SDRP”) to the relevant Registry Website prior to the launch of the Sunrise Period for each TLD. This SDRP shall be incorporated by reference into the Registration Agreement and these Policies for each TLD.

## 12 DNSSEC Practice Statement

Registry functions for Registry Operator are supported by CentralNic Ltd. For information on its DNSSEC practices, please see the CentralNic DPS, located at:

<https://www.centralnic.com/pdfs/DPS%20v1.1.0.pdf>.

## 13 Privacy Policy

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

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. BY ACCESSING OR USING THE SERVICES, YOU ALSO EXPRESSLY AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE OR ABOVE THE AGE OF MAJORITY IN YOUR COUNTRY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

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

### External Websites

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

### Use of the Internet

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

### Information Collected and Whois Service

The Registry collects certain data from its contracted registrars. Such data includes domain name registration information provided by Registrants to registrars, including, but not limited to: registered domain name, nameserver delegation, Registrant name, contact name, address, phone number, email address, and IP address (“Whois Data”). While the Registry 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”), the Registry 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, the Registry is required to maintain a service that provides Whois Data (the “Whois Service”). The Whois Service is available to any Internet user, and its use does not require prior authorization or permission. For example, the Whois Service discloses Whois Data to third parties to ascertain the Registrant or the registrar of a domain in cases of (i) technical problems that might occur when accessing its domain; (ii) assisting law enforcement authorities in investigations, crime prevention, and matters of national security; (iii) helping to counter the infringement of third-party legal rights; (iv) preventing fraud; and (v) other lawful queries. In essence, Registrant Whois Data is publicly available upon request. In case of a registrar’s failure, loss of registrar accreditation, court order, or other emergency event that prompts the temporary or definitive transfer of domain names from one registrar to another registrar, the Registry may provide ICANN or another third party with Whois Data. More information on the Whois Service is available in the Acceptable Use and AntiAbuse Policy and Whois Access Policy, both available on the Registry website.

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

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

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

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

### Protection of Personal Data

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

### Transfer of Ownership

We reserve the right to transfer ownership of the Registry, its subsidiaries, or the Services (including the Personal Data collected by the Registry ) 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 the Registry. Such a transaction may involve the disclosure of Personal Data to prospective or actual purchasers, or the receipt of it from sellers.

### Contact Opt-out

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

XYZ.COM LLC  
2121 E TROPICANA AVE, STE2  
LAS VEGAS, NV 89119

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

### Governing Law

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

### Contacting Us

If you have any questions about this Privacy Policy or the Registry's practices relating to the Services, you can contact us at the following address: [legal@xyz.com](mailto:legal@xyz.com).

## 14 Modification of These Policies

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with ninety (90) days prior notice.