



## SCHEDULE A – Policies

### .LOVE POLICIES

#### Policies for .LOVE TLD Launch, Registration and Acceptable Use

**April 11, 2015**

Merchant Law Group LLP of North America and its successors or assigns being the ICANN appointed Registry Operator for the .LOVE gTLD (hereinafter “the Registry”) supports open, unrestricted Top Level Domains in the interest of the free flow of information and ideas over the Internet. Any person or legal entity anywhere in the world may register a TLD .LOVE domain name, and will be subject to the policies herein.

#### **1. General**

##### 1.1 Scope

This document summarizes the processes, procedures, and rules applicable to launch-phase Registration of a name in the .LOVE gTLD and ongoing policies applicable to registrations and renewals of domain names ending .LOVE.

##### 1.2 Launch Timeline

The launch phases listed below are subject to approval of ICANN. Specific dates for .LOVE will be found on the [CentralNic Registrar Console](http://newgtlds.icann.org/en/program-status/sunrise-claims-periods) and posted by ICANN on <http://newgtlds.icann.org/en/program-status/sunrise-claims-periods>.

See relevant sections below for specific details on each phase of the launch.

- Sunrise – min. 60 days (“End Date Sunrise”)
- Quiet Period
- General Availability – Early Access Program\*
- General Availability – standard pricing

\*EAP A domain registered during the first 10 (ten) days of General Availability is subject to an Early Access Program (EAP) fee, where a variable fee will be charged depending on the day of registration. All fees are found on the CentralNic Registrar Console.



### 1.3 Notices of Changes

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 ninety (90) days after posting notice on the .LOVE Registry website located at [www.get.LOVE](http://www.get.LOVE), the [CentralNic Registrar Console](#) and giving ninety (90) days' notice to .LOVE accredited Registrars.

However, in the event of a change of control of Registry Operator subject to its approval by ICANN, shall not require any further notices under this policy, and the policies shall remain in full force and effect. For the avoidance of doubt a change of back end service provider or any amendments to the terms herein will be subject to providing 90 days' notice to .LOVE accredited Registrars.

### 1.4 Term

.LOVE 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 Registration Application submitted by the Accredited Registrar. All Registration Applications 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.

### 1.5 Payment to the Registry

The Registry will perform automatic renewals upon expiration. Unless the name is explicitly deleted during the auto-renew grace period, the Registry will automatically charge the applicable Accredited Registrar account with the renewal amount.

Breaches of Billing and Payment Terms by an Accredited Registrar will be handled on a case-by-case basis. The Registry will not accept a Registration Application and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Application, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

Payment of any fees due, for which the Applicant of the Registrant is solely liable, must be made to the Registry via a Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration, non-renewal or termination of the application Registration concerned.



If the Registrant has paid the Registrar for a Registration or its renewal, the Registrar must perform the paid for action. Should the Registrar not perform such action, the Registry may in its sole discretion perform such action on behalf of the Registrant. Such action by the Registry will not relieve the Registrar of its responsibility for payment of applicable fees to the Registry nor will it serve as a waiver by the Registry of its rights against the Registrar for its material breach of its obligations under applicable policies.

## 1.6 Reserved Names

The Registry has reserved certain names from registration in the .LOVE TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD Names, which may be modified by ICANN from time to time.

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.

Names may also be temporarily unavailable such as those that are still pending, in process, or unavailable due to launch phase processing, i.e., Sunrise Registration.

## 2. Acceptable Use Policy

2.1 All .LOVE domain names are subject to this policy.

2.2 This Acceptable Use Policy (“AUP”) governs the use of registrants or users of .LOVE domain names and add-on Registry services. This policy is intended to provide integrity and security of domain name services and is not a mechanism to resolve disputes between third parties and .LOVE registrants. The Registry reserves the right to modify the AUP subject to giving ninety (90) days’ notice to .LOVE accredited Registrars only (and is not required to provide notice to registrants).

2.3 The Registry is trusted to supply an unbiased platform and support the free-flow of information across the Internet. As such, the Registry does not monitor or exercise control over the content of any site, email or message using .LOVE domain names.

2.4 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 similar status, as it deems necessary, at its sole discretion and without notice:

2.4.1 To protect the integrity, security, and stability of the domain name system;



- 2.4.2 To comply with any applicable court orders, laws, or requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;
  - 2.4.3 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;
  - 2.4.4 To enforce the terms of the registration agreement;
  - 2.4.5 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);
  - 2.4.6 To comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);
  - 2.4.7 To correct mistakes made by the Registry or any registrar in connection with the domain name registration, or
  - 2.4.8 For the non-payment of any fees owed.
- 2.5 The following, which is not exhaustive, are prohibited from use and constitute registration abuse which may result in registry hold, transferring, cancelling, suspending or deleting of the domain names in the .LOVE TLD. The Registrar shall include the following in its Registrant Agreement in respect of a .LOVE domain name, the Registrant shall not:
- 2.5.1 Upload, post, email, transmit or otherwise make available (collectively, "Transmit") any content that is unlawful, harmful, abusive, threatening, invasive of another's privacy or otherwise damaging;
  - 2.5.2 Harms a minor(s) in any way;
  - 2.5.3 Impersonate any person or entity, including, but not limited to, an official, forum leader, celebrity, guide or host, or falsely state or otherwise misrepresent its affiliation with a person or entity;
  - 2.5.4 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;
  - 2.5.5 Transmit any content that the Registrant 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);
  - 2.5.6 Transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
  - 2.5.7 Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or other abusive or harmful material;



- 2.5.8 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;
  - 2.5.9 Interferes with or disrupts servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
  - 2.5.10 Relay email from a third party's mail servers without the permission of that third party;
  - 2.5.11 Use "robots" or otherwise harvest other's email address(es) from a site for purposes of sending unsolicited or unauthorized material;
  - 2.5.12 Abusively upload, post, email, or transmit the same message, URL, or posts multiple times;
  - 2.5.13 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;
  - 2.5.14 "Stalk" or harass another or engage in cyber bullying;
  - 2.5.15 Register a generic term during the sunrise period;
  - 2.5.16 Distribute malware, operate botnets, or perform phishing; or,
  - 2.5.17 Use domain for piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in any illegal activity;
- 2.6 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, organic farming (if applicable), disclosure of data and financial regulations.
- 2.7 If a registrant is collecting and maintaining sensitive health, financial or similar data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
- 2.8 In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.
- 2.9 All .LOVE domain names are subject to ICANN's policies, including the dispute resolution procedures of a UDRP, URS and/or the rights of trademark holders as enforced by courts of law.



2.10 This AUP is to assist registrants in the lawful use of their 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 .LOVE domain name.

The Registry is not bound or obliged to adjudicate any dispute between parties or take any action, and cannot and does not accept any responsibility for any loss or damage a registrant or any other person may suffer as a result of any action or omission by the Registry or by any other person under the Acceptable Use Policy. The Registry may directly adjudicate a dispute if it deems necessary or refer the dispute to a third party dispute resolution service.

This policy may be revised from time to time, subject to giving ninety (90) days' notice to .LOVE accredited Registrars.

### 3. Sunrise Policy

#### 3.1 Scope

These provisions describe the processes, procedures, and rules for all sunrises for the Registry's top-level domains (TLDs). The Registry will hold a "60 Day End Date" Sunrise(s), as defined by ICANN: (<http://newgtlds.icann.org/en/about/trademark-clearinghouse/rpm-requirements-30sep13-en.pdf>).

#### 3.2 Eligibility

To be eligible to submit a Registration Application, 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.

Sunrise requires an applicant to provide a unique, non-refundable application fee in addition to the applicable registration fee for a minimum **two** year registration period for each eligible domain name. These fees can be found on the CentralNic Registrar Console.

#### 3.3 Allocation of Sunrise Applications

At the conclusion of Sunrise, applications for unique and eligible Available Names will be allocated to Applicants who have properly submitted Registration Applications that meet the eligibility criteria described herein and in accordance with Registry Policies. If more than one Registration Application meets the eligibility requirements for the same Available



Name, the .LOVE name will be allocated in accordance with the auction rules (as set out by the Registry).

### 3.4 Sunrise Contention Resolution

In the event that two or more Sunrise Applicants from a given Sunrise qualify for the same second-level domain name, the Registry will hold an ascending bid auction facilitated by a reputable third party domain auction provider, pursuant to auction rules to be provided to the Applicants in reasonable time prior to the setting of the auction.

### 3.5 Certification / Liability

All Registration Applications must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with all applicable Sunrise requirements.

By submitting a Registration Application, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Application and/or the Registration of a name in the .LOVE TLD under this policy, and agree to indemnify and hold the Registry Service Provider, CentralNic Ltd., and Registry including their executives, officers, affiliates, agents, 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 Application for and/or the Registration of a name in the .LOVE 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.

### 3.6 Determinations

The determinations of the Registry regarding any Registration Application shall be final and non-appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

### 3.7 Dispute Policies



Further details can be found in the separate, “Sunrise Dispute Resolution Policy,” below at Section 8. This is also posted on the Registry Website (<http://getdotlove.domains/policy/>) and on the [CentralNic Registrar Console](#).

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, Uniform Rapid Suspension Policy, and the Sunrise Dispute Resolution Policy.

#### **4. Quiet Period**

The Registry will observe a one (1) to multiple day period(s) after Sunrise, where no new registration applications of any type are accepted. This period will not last longer than ten (10) days, and may be as short as twenty-four (24) hours. Generally speaking, the Quiet Period will facilitate a pause between the end of one phase and the commencement of the next phase.

However, the Shared Registry System will not be closed as it will continue to support all the other domains that are active. Registrars will be able to create contacts and out-of-bailiwick nameservers for use during GA during quiet period(s).

#### **5. Registration & 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. All available domain names will be open to such registration.

A Registrar sponsoring an Applicant can submit an Application for Registration or may modify a Registration on behalf of the Domain Name Holder.

The first ten (10) days of General Availability will consist of an Early Access Program (EAP) where domain registrations will be subject to additional fees. More details including the fee schedule can be found on the [CentralNic Registrar Console](#).

##### **5.1 Registration Requirements**

- 5.1.1 Names registered in .LOVE (“SLDs”) must have at least one character and may have up to 63 characters. The Registry shall determine in the future the release of two characters SLDs which are initially reserved as mandated from ICANN.
- 5.1.2 Names registered in .LOVE may contain 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 name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).

- 5.1.3 Two hyphens may appear in the third and fourth positions in a label in a .LOVE name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced in Sections 5.1.4, 5.1.5 and 5.1.6, below.
- 5.1.4 IDNs are supported in .LOVE TLD. The Registry reserves the right to extend the list of supported IDNs. The limitations on the length of individual labels and the total length of a name stated in Section 5.1.2, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation. A current list of IDN tables supported can be found at: [https://manage.centralnic.com/support/idn\\_tables](https://manage.centralnic.com/support/idn_tables)
- 5.1.5 If the domain is an Arabic IDN Labels must start with an Arabic letter.
- 5.1.6 If Arabic numbers are present in the label, no European numbers may be present, and vice versa.
- 5.1.7 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., [http://\*\*example\*\*](http://example), or [mail@\*\*example\*\*](mailto:mail@example)). 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).
- 5.1.8 All names registered in .LOVE are subject to the provisions of a contractually mandated Schedule of Reserved Names. The Reserved name includes ING/NGO Names, Country Codes, Country names and other ICANN mandated reserved names. The status of these names as "reserved" may be altered in conjunction with ICANN.
- 5.1.9 Availability of names is also subject to Registry Reserved names, which are names reserved by the Registry for its use. The Registry may also establish a "Prohibited Names List", which names will be blocked from availability for registration.
- 5.1.10 The Registry may withhold any quantity of names for inclusion in "Premium Names Lists" or other means of distribution at future determined time and rates.
- 5.1.11 The Registry may block names which are subject to additions and modifications from time to time. Blocked names are not available for registration. The blocked names include names blocked by ICANN.
- 5.1.12 Proxy Registrations are permitted.



## 5.2 Registration Creation

The Registry will create or modify a Registration when:

- 5.2.1 The Domain Name meets the above criteria.
- 5.2.2 The Domain Name and the information contained in the Registrar's request meet the requirements in these Terms and Conditions.
- 5.2.3 The Domain name is an Available Domain Name.
- 5.2.4 The Registrar is accredited by the Registry, in good standing, and not on temporary block for any reason, such as a block due to unpaid or outstanding payment.

## 5.3 Registrar Representations and Warranties

By submitting or modifying registrations with the Registry, the Registrar represents and warrants that the Applicant of Registrant, as the case may be, has acknowledged that:

- 5.3.1. The Application or Registration contains true, accurate, and up to date information and is made in good faith, for a lawful purpose, and does not infringe the rights of any third party;
- 5.3.2 It shall participate in any proceedings commenced by or against the Applicant or Registrant as described in these Terms and Conditions or the Registry - Registrar Agreement (RRA); and,
- 5.3.3 The Applicant or Registrant acknowledges and abides by all Registry policies.

## 5.4 The Registry's Rights regarding Applications

The Registrar acknowledges and agrees, and represents and warrants that Applicants and Registrants have expressly acknowledged and accepted, that the Registry shall be entitled to but not obligated, to reject an Application or Registration, or also delete, revoke, suspend, cancel, or transfer a Registration:

- 5.4.1 The enforce Registry Policies and ICANN requirements;
- 5.4.2 That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements and/or Registry Policies;
- 5.4.3 To protect the integrity and stability of the Registry System or the operation or management of the Registry;
- 5.4.4 To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider, including those appointed by the Registry;
- 5.4.5 To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or



damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees and contractors;

5.4.6 To correct mistakes made by the Registry or any Registrar in connection with a Registration;

5.4.7 To protect the reputation of the Registry, the Registry Service Provider, as determined in the sole discretion of the Registry; or,

5.4.8 As otherwise provided in the Registry-Registrar Agreement.

## 5.5 Notification

It is not the obligation of the Registry to notify a Registrant in advance of the termination or expiration of a Registration. The Registry is entitled, but not obligated, to immediately suspend or cancel any Registration that is in breach of the Registry-Registrar Agreement, Registry Policies, or any other application law or regulation from ICANN or otherwise.

## 6. IP Claims Notification

The Registry will send IP Claims notifications in accordance with the ICANN and TMCH policies for a period of ninety (90) days commencing from the General Availability launch date. In the event an Applicant proceeds with a Registration Application having both acknowledge and accepted the information contained within any Claims Notice, a notification will be sent to the record holder of the TMCH entry. Such Applicant will further be deemed to be on notice of the intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

## 7. Dispute Policies

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

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 Dispute Resolution Policy (See below at section 8.)

## 8. Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise. This SDRP is effective from the launch date of Sunrise. An SDRP Complaint may be filed against a domain



name registered during the .LOVE TLD during its sunrise period, until 15 days after the end of Sunrise. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry's SDRP criteria. 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 .LOVE Registry website and giving ninety (90) days' notice to .LOVE accredited Registrars.

## 8.1 Initiating a Dispute and Internal Review

Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: [disputes@get.love](mailto:disputes@get.love).

When possible, the Registry may attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint directly to the National Arbitration Forum as outlined in this Policy.

## Frivolous Complaints

A complainant, complainant's counsel, or complainant's counsel's firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, **.LOVE** or otherwise) deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without grounds. In denying use of this policy, the Registry or the Dispute Resolution Providers may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favour of a respondent, or otherwise consider a pattern of abusing such policies.

## 8.2 Applicable Disputes

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

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the .LOVE TLD does not comply with the provisions of the



Registry's Sunrise Program. The complaint must prove one or more of the following elements:

- i. At time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- ii. The domain name is not identical to the mark on which the registrant based its Sunrise registration;<sup>1</sup>
- 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.

### 8.3 Evidence and Defenses

8.3.1 Evidence – The Dispute Resolution Provider through its appointed Panelist(s) will review the Registry's Sunrise Policy in making its decision.

8.3.2 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.

### 8.4 Remedies

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names available for registration.

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

### 8.5 Procedure

#### 8.5.1 Dispute Resolution Provider / Selection of Procedure

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<sup>1</sup> For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.



Following the internal review process set forth in Section 1, any Complaint under this SDRP shall be submitted to the National Arbitration Forum (“Forum”) by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist (“Panelist”). The Forum has established Rules for National Arbitration Forum’s Sunrise Dispute Resolution Policy (“Rules”), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.  
(<http://domains.adrforum.com/main.aspx?itemID=1900>)

#### 8.5.2. Registry’s or Registrar’s Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.<sup>2</sup> 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.

#### 8.5.3 Parties

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

#### 8.5.4 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;

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<sup>2</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.



- (ii) The decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and
- (iii) Decisions made under this SDRP will be publicly published by the Forum on its website.

#### 8.5.5 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<sup>3</sup> 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.

#### 8.5.6 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.

#### 8.6 Maintaining the Status Quo

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

#### 8.7 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

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<sup>3</sup> A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.



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 or 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.

#### 8.8 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.

#### 8.9 Effect of Other Proceedings

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

#### 8.10 SDRP Modifications

The Forum reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Registry. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;<sup>4</sup> 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.

### 9. Privacy Policy of .LOVE

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<sup>4</sup> The Forum may correct typographical errors without notice.

9.1 The Registry Operator for the Top Level Domain TLD .LOVE is subject to applicable privacy laws. The Registry has a Registry Service Provider based in England and subject to data protection laws of England and the EU. The Registry collects information about visitors to the Registry website and .LOVE 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. Any modifications or amendments to this Policy shall be effective upon posting on the .LOVE Registry website and giving ninety (90) days prior written notice to .LOVE accredited Registrars.

9.2 The Registry having considered the applicable laws on data protection principles, which have guided the development of this policy:

- Personal data shall be processed fairly and lawfully
- Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes
- Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed
- Personal data shall be accurate and, where necessary, kept up to date
- Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes
- Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data

9.3 Relationship with Registrars

9.3.1 Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry Registrar Agreement (“RRA”) with the Registry. These registrars are agents 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.

9.3.2 The RRA with registrars require that they ensure that their connection to the registry system is secure, and that all data exchanged between their system

and the registry system 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.

#### 9.4 Information the Registry collects

9.4.1 All domain names registered in the .LOVE database has to be associated with the following information:

- Registered Name Holder (or registrant): the legal owner of the domain name.
- Administrative Contact: the entity authorized by the registrant to interact with the registrar on behalf of the registrant.
- Technical Contact: the entity authorized by the registrant to maintain the technical operations of the domain name.
- Sponsoring registrar: The entity authorized by the registrant to register and manage the domain.
- Name servers: the domain name servers to which the domain must be delegated in order to function.

9.4.2 The following information may also be provided:

- Billing Contact: the entity authorized by the registrant that is responsible for payment of registration and renewal fees to the registrar.
- DNSSEC DS records: digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

9.4.3 The Registrant and the Administrative, Technical and Billing Contacts described above include the following information:

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

9.4.4 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. The registrar does not share the Registrant's methods of payment or such other information about services a registrant may have with a given registrar.

9.4.5 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.

9.5 Information the Registry does not Collect

Because the Registry does directly interact with registrants, the Registry does 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.

9.6 How Information is Stored

Domain name registration information is stored in a central database. This database is hosted in a secure colocation facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communication channels to prevent unauthorized access.

9.7 How Information is Utilized

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

9.7.1 The Registry 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.

9.7.2 The Registrant, Administrative, Technical and Billing Contact information is published via our Whois service.



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, and has a variety of uses, including:

- 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;
- Determining the registration status of domain names;
- Assisting law enforcement authorities in investigations for enforcing national and
- international laws;
- Assisting in combating abusive uses of information communication technology;
- Facilitating inquiries and subsequent steps to conduct trademark research and to
- help counter intellectual property infringement;
- Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
- Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

97.3 The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:

- a. Non-payment of registration or renewal fees by the registrar<sup>5</sup>
- b. Misdirected SSL certificate requests
- c. Complaints of trademark or copyright infringement, malware, fraud or spam

9.8 An example of a typical Whois record appears below.

Domain ID: CNIC-DO57351  
Domain Name: GET.LOVE  
Created On: 03-May-2014 12:00:42 UTC  
Last Updated On: 16-Apr-2014 16:26:58 UTC  
Expiration Date: 03-May-2015 23:59:59 UTC

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<sup>5</sup> In most cases, this is not required, however, the Registry reserves the right to send notifications in some circumstances.



Status: OK

Registrant ID: H1030205

Registrant Name: Hostmaster, Merchant Law Group LLP

Registrant Street1: 501 – 224 4<sup>th</sup> Ave S.

Registrant Postal Code: S7K 5M5

Registrant Country: CA

Registrant Phone: +1.306-653-7777

Registrant FAX: +1.306-975-1983

Registrant Email: DaveMinion@getdotlove.com

Admin ID: C11480

Admin Name: Domain Administrator

Admin Organization: Merchant Law Group LLP

Admin Street1: 501 – 224 4<sup>th</sup> Ave S.

Admin City: Saskatoon

Admin Postal Code: S7K 5M5

Admin Country: CA

Admin Phone: +1.306-653-7777

Admin FAX: +1.306-975-1983

Admin Email: domains@getdotlove.domains

Tech ID: C11480

Tech Name: Domain Administrator

Tech Organization: Merchant Law Group LLP

Tech Street1: 501 – 224 4<sup>th</sup> Ave S.

Tech City: Saskatoon

Tech Postal Code: S7K 5M5

Tech Country: CA

Tech Phone: +1.306-653-7777

Tech FAX: +1.306-975-1983

Tech Email: domains@getdotlove.domains

Billing ID: H1030205

Billing Name: Hostmaster, Merchant Law Group LLP

Billing Street1: 501 – 224 4<sup>th</sup> Ave S.

Billing City: Saskatoon

Billing Postal Code: S7K 5M5

Billing Country: CA

Billing Phone: +1.306-653-7777

Billing FAX: +1.306-975-1983

Billing Email: domains@getdotlove.domains

Sponsoring Registrar ID: C11480

Sponsoring Registrar Organization: Merchant Law Group LLP

Sponsoring Registrar Street: 501 – 224 4<sup>th</sup> Ave S.



Sponsoring Registrar City: Saskatoon  
Sponsoring Registrar Postal Code: S7K 5M5  
Sponsoring Registrar Country: CA  
Sponsoring Registrar Phone: +1.306-653-7777  
Sponsoring Registrar FAX: +1.306-975-1983  
Sponsoring Registrar Website: <http://www.get.LOVE/>  
Name Server: NS1.GET.LOVE  
DNSSEC: Signed  
DS Key Tag 1:56736  
Algorithm 1:7  
Digest Type 1:1  
Digest 1:6419B7C362DC3904484D519507208AB2CDF62947  
DS Key Tag 2:56736  
Algorithm 2:7  
Digest Type 2:2  
Digest 2:BAC5C176500C920C4DF5013DD0A84C3BA4CAAF916C91F017F06B36EF  
E7788774

## 9.9 How Information is Protected

All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar Console and the Registry website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to the Registry's system. This is the same technology used to secure e-commerce systems and online banking.

As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

## 9.10 How to Attain Further Information or Ask a Question

If a Registrant has any questions or comments about this policy, please contact:  
**[policyquestion@get.love](mailto:policyquestion@get.love)**

## 10. Whois Access Policy

Dissemination of Domain Registration Information:

Merchant Law Group LLP and any successor or assign, as the Registry Operator for TLD .LOVE ("Registry Operator"), is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The 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 [www.real.LOVE](http://www.real.LOVE) (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 Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; the Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry Operator, 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 .LOVE Registry website and giving 90 days prior written notice to all .LOVE accredited Registrars and on the CentralNic Registrar Console.

#### Security and Stability Considerations:

Abuse of the Registry Operator's Whois interface through data mining may 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 adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

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

#### Terms of Use:

By accessing Whois Data from the 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, its registry service provider 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; 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 .LOVE Registry Operator's searchable Whois service is available on its website at [www.get.love](http://www.get.love).

## 11. 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 .LOVE names that have not been reserved, restricted, 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.

“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.

“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 .LOVE TLD. Applications for a domain name may be received from any interested eligible party.

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

“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 .LOVE TLD.

“Registration” means a .LOVE 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 .LOVE TLD.

“Registry” or “Registry Operator” is Merchant Law Group LLP, its successors and assigns, as approved by ICANN.

“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 on the Registry Website.

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

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

“Registry Website” is [www.get.love](http://www.get.love).

“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” means the period during which Sunrise- eligible Trademark Holders have the opportunity to submit an Application for a domain name in the TLD prior to the General Availability.

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

“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.