



## Domain Name Registration Policies

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## Definitions

- Accredited Registrar** means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the .shop TLD.
- Applicant** means an individual or entity that applies to register a .shop domain name with an Accredited Registrar.
- Domain Name** means a name at the second level within the .shop TLD.
- Eligible Trademark** means a registered trademark that meets the requirements described in Article 1 of this policy.
- General Availability** means the period commencing after the launch phases during which available Domain Names can be registered on a first-come, first-served basis, under the process described in Article 2 of this policy.
- ICANN** means the Internet Corporation for Assigned Names and Numbers.
- IDN** means Internationalized Domain Name.
- Policies** means these .shop Domain Name Registration Policies, the Acceptable Use and Anti-Abuse Policy, IDN Policy, and WHOIS Access Policy & Terms of Use and any other policy pertaining to the operation of .shop including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
- Premium Name** means a Domain Name listed in the Premium Name List that may be made available for registration at a premium fee or initially reserved by the Registry to be auctioned or sold at a later date.
- Registration Fee** means the fee charged by the Registry to the Accredited Registrar for the registration of a Domain Name in the .shop TLD.

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<b>Registrant</b>	means the individual or entity in whose name a Domain Name is registered.
<b>Registry</b>	means GMO Registry, Inc.
<b>Reserved Name</b>	means a Domain Name listed in the Reserved Name List that is withheld from registration, and may include premium names.
<b>SMD File</b>	means Signed Marked Data file. This is a file issued to trademark holders by the Trademark Clearinghouse. A valid SMD file or its contents are required to register a domain name during the Sunrise Phase.
<b>Sunrise Phase</b>	means the phase that occurs prior to opening .shop to general registration that gives trademark holders the opportunity to protect their trademarks in the .shop namespace. Holders of marks registered in the Trademark Clearinghouse will be entitled to submit Applications for strings that are exactly identical to the Applicant's mark, in accordance with the provisions laid down in Chapter 1 hereof;
<b>TLD</b>	means Top-Level Domain
<b>Trademark Claims Notice Service</b>	one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect throughout the Early Access Program and for the first 120 days of General Availability. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.
<b>Trademark Clearinghouse</b>	A repository of trademark data that supports the protection of trademark rights in new gTLDs. Registering a trademark in the clearinghouse is a pre-requisite to Sunrise applications for all new gTLDs. The Trademark Clearinghouse also supports provision of the Trademark Claims Notice Service.

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## Introduction

This Policy describes:

1. the terms under which Applications can be submitted to the Registry during the Sunrise phase of .shop, as well as how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed and, insofar as these Applications are submitted during the Sunrise Period, validated by the Trademark Clearinghouse; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .shop TLD, setting out the basic rules and procedures applicable to:
  - Applicants submitting an Application with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - the Trademark Clearinghouse Operator; and
  - any natural person or entity interested in registering a Domain Name.

The most recent versions of the Acceptable Use and Anti-Abuse Policy and all other policies governing the operation of the .shop TLD are available on the Registry Website at <http://www.gmoregistry.com>, or upon request to [newgtld@gmoregistry.com](mailto:newgtld@gmoregistry.com).

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## Purpose and Principles of the .shop TLD

.shop is a domain name for commerce.

The .shop TLD is intended for online shops, as well as offline retailers building an online presence. The word “shop” is understood and recognized in many languages and cultures, and the TLD identifies ecommerce or retail website to Internet users all around the world.

As both a noun and a verb, .shop is also a relevant domain name choice for shopping malls, shopping reviews, guides, and blogs.

It is also an important goal for the Registry that .shop is operated as a trusted, safe, secure, relevant and enjoyable namespace.

## Article 1

# The Sunrise Phase and Trademark Claims Notice Services

## 1.1. Purpose and Principles

The Sunrise Phase and Trademark Claims Notice Services are rights protection mechanisms required by ICANN to support the protection of verified legal rights for Trademark holders.

The Sunrise Phase provides holders of Eligible Trademarks with the opportunity to apply for and register Domain Names that correspond with such trademarks, as set out in this Article.

The Trademark Claims Notice Services, are notification services mandated by ICANN that warn both trademark holders and domain name registrants of possible infringements of trademark rights.

The Sunrise Phase and Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries. Registration in the Trademark Clearinghouse is mandatory for all applications for domain names during the Sunrise Phase.

## 1.2. Sunrise Eligibility Requirements

Only registered owners, licensees or assignees of Eligible Trademarks may participate in the Sunrise Phase. Applications to register domain names are submitted to the Registry by an Accredited Registrar who acts on behalf of the Applicant, but for its own account.

The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the criteria set out in these Policies;
- the Domain Name corresponds exactly with a trademark registered by the Applicant in the Trademark Clearinghouse;
- a valid SMD file is submitted at the time of Application;
- the Application matches a label contained within the SMD file; and
- the Domain Name is available.

The Registry may reject, revoke or delete at any time, any Application or resulting registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements, without the Applicant or Domain Name Registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

### 1.3. Eligible Trademarks and Domain Name Applications

An “Eligible Trademark” is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (<http://www.trademark-clearinghouse.com/>) and has been verified and registered in the Trademark Clearinghouse database.

During the Sunrise Phase, the Domain Name applied for must be an identical match to a label contained within the SMD file submitted with the Application. Domain Name Applications must also meet the syntax requirements in Article 2.3 of this Policy.

### 1.4. Validation of Sunrise Applications

Applications submitted during the Sunrise Phase are subject to validation by the Registry with the Trademark Clearinghouse, which is a condition precedent for the Registry to proceed with the registration of the Domain Name requested in the Application.

If the Registry is unable to validate the SMD file or if the requested string does not match a label contained in the SMD file, the Application will be rejected.

### 1.5. Sunrise Duration, Process and Term of Registration

The Sunrise Phase will be open for 60 calendar days. The Registry may, at its discretion extend the Sunrise phase at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Phase, if an Application is successfully validated and the Registry has received no other Applications for the string, the Domain Name will be automatically allocated to the Applicant and the Registration Fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction.

## 1.6. Domain Name Allocation during Sunrise

### Single Applications

With the exception of Domain Names that are Reserved Names or Domain Names allocated to the Registry, Domain Names that receive only one Application in the Sunrise Phase, and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Sunrise Phase and the Registration Fee will be charged to the Registrar.

### Multiple Applications

Applications received during the Sunrise Phase will be treated as received at the same time, which will be the time of the close of the Sunrise Phase. If more than one Application for an available Domain Name has been received during the Sunrise Phase, and more than one of the Applications were successfully validated, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is only open to Applications that have been successfully validated.

The Registry shall appoint an auction provider and inform the Auction Provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction Rules defined by the Auction Provider, and the Registry will award the Domain Name registration to the Applicant that prevailed at Auction.

### Auction Process; Communication with Eligible Bidders; Allocation

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an auction process, eligible bidders for such Domain Names will be invited to auction by email. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the relevant auction.

An Applicant is only considered an eligible bidder for a Domain Name if its Application has passed the validation process.

## 1.7. Sunrise Dispute Resolution Procedures

Domain name registrations may be challenged under the Sunrise Dispute Resolution Procedures. Please refer to the Sunrise Dispute Resolution Policy and the NAF Sunrise Dispute Resolution Policy Rules available on the registry website.

## 1.8. Representations and Warranties

When submitting an Application during the Sunrise Phase, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the Eligible Trademark registered in the Trademark Clearinghouse that corresponds to the SMD file submitted with the Sunrise Application, or is the assignee, or is a licensee, or is duly authorized by the holder of the Eligible Trademark to use that Eligible Trademark as the basis of the Sunrise Application;
- the Application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose.

## 1.9. Trademark Claims Notice Services

Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse. During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a Domain Name they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service (Ongoing Notifications) only (ii) will be provided.

### Term

The Trademark Claims Notice Services will be provided for the duration of any Limited Registration Period and for the first 120 days of General Availability. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website.

## Article 2

# Domain Name Registration and Allocation

## 2.1. Registration Eligibility

Any natural person or entity is eligible to register domain names in the .shop TLD.

## 2.2. Domain Name Allocation

During the Sunrise phase, Domain Names are allocated in accordance with the procedures described in Article 1.6.

After completion of the launch phases, the .shop TLD will move into the General Availability phase. During General Availability, with the exception of Domain Names that are reserved or have already been registered, any Domain Name that meets the technical requirements imposed by the Registry, may be registered by any interested party.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

The date for the commencement of General Availability is subject to change, and Domain Name registrations will not be effected on a first-come-first-serve basis until after General Availability opens, irrespective of whatever date may have been previously published.

## 2.3. Domain Name Syntax Requirements; Reserved Names

### Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen (“-”);
- the Domain Name cannot have two consecutive hyphens (“--”) in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);

### Syntax Requirements for IDN Domain Names

- the “A-label” must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the GMO Registry IDN policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

### Reserved Names

The Registry, at its discretion, may reserves certain names from registration for purposes including but not limited to compliance with the ICANN requirements, names held for usage in the operation of the registry and names designated as premium names. The reserved names list is subject to revision at the Registry’s discretion.

## 2.4. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

## Article 3

# General Provisions

### 3.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect 120 days from the time they are published on the registry website. The Registry may furthermore issue interpretative guidelines on the registry website regarding the terms and provisions of this Policy.

Registrants shall be required to comply with any registration policy amendments from the effective date.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

### 3.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes

arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term “Registry” shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Registrants or any party acting in the name and/or on behalf of such Applicants or Domain Name Registrants.

### **3.3. Waiver**

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

### **3.4. Language**

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

### **3.5. Applicable Law; Jurisdiction**

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party’s right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.

