



## General Launch Policy

**Desi Networks, LLC**

**Version 1, March 2014**

## **1. Introduction**

This policy has been developed to describe the Launch Program for the .desi gTLD (Registry). The Launch Program has been designed to: provide certain protections to the various entities described in this document; comply with ICANN's requirements for the .desi gTLD; and to prioritize certain Applications for domain names.

The Launch Program will consist of a number of different periods, each of which is described in this document. Specific information and requirements for those wishing to participate in the launch of the .desi gTLD, are detailed in relation to each of those periods.

Background to the launch program ICANN requires that we, in our management of the .desi gTLD, 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, whilst 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: <http://newgtlds.icann.org/en/about/trademark-clearinghouse>.

## **2. .desi Rights Protection Mechanisms and the Trademark Clearinghouse**

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

ICANN has appointed providers, the TMCH Sunrise and Claims Operator(s), to operate the Trademark Clearinghouse.

The .desi Registry's implementation of the Service 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, .desi Registry's role is to verify the information provided by a Registrar to us, with that information that is contained in the Trademark Clearinghouse. We do not make any decisions about the validity or use of a mark or its inclusion in the Trademark Clearinghouse.

### 3. Eligibility Requirements

To support the mission and purpose of the .desi gTLD, registering domain names in the gTLD is open to anyone without restrictions. There will be no prerequisite for an Applicant to provide or demonstrate eligibility when applying for a domain name in the .desi gTLD.

### 4. .desi Launch Program Overview

The following is a brief overview of each of the periods that will be implemented in launching the .desi gTLD. These periods are described in greater detail in the relevant sections of this document.

| <b>Period</b>               | <b>Description</b>   |
|-----------------------------|--|
| <b>Pre-Launch</b>           | Prior to launch of .desi, the Registry will reserve and make unavailable those Domain Names specified by ICANN, or by the Registry, in accordance with Registry policy. The restricted and/or reserved names will not change from Sunrise Period to General Availability.          |
| <b>Sunrise Period</b>       | Period when holders of eligible trademarks that have been validated by the TMCH and for which there is a SMD file will be able to secure their trademark in the TLD. If there are multiple applications for same domain name they will be resolved through an auction              |
| <b>Quiet Period</b>         | A period after Sunrise and after Landrush where no applications or registrations are accepted  |
| <b>Landrush Period</b>      | Period during which Applications for a domain name that has not been applied for during the Sunrise phase or is not a Reserved name may be received from any interested eligible party. Multiple Applications for the same domain name are resolved by auction during this period. |
| <b>Claims Period</b>        | During Landrush and first 60 days of General Availability applicants are notified if their applied for domain name is a match to a record in the Trademark Clearinghouse   |
| <b>General Availability</b> | Point in time following which requests to register a domain name may be received from any eligible party on a first come, first serve basis.   |

## **5. Timetable**

The timetable for launch of .desi including the dates relevant to each Launch Phase can be found on the website <http://www.dotdesi.com/policy>.

## **6. Payment to Registry**

The Registry shall only be obliged to accept an Application or Domain Name registration request once it has been paid in full for such service by the Accredited Registrar. Sunrise and Landrush Application Fees are non-refundable. Registration fees will be taken only at the time of registration if an application is successful. The Registry is not responsible for any failure of the Accredited Registrar to pay the fees, including where such failure results in non-registration or cancellation of a Domain Name.

## **7. Term of Registration**

During the Sunrise Phase and Landrush Phase, the initial term of registration is two (2) years. During General Availability, the registration term may be any number of years between one (1) and ten (10). The term commences on the date of registration of the Domain Name, and shall expire on the same day of the month in the year when the term finishes. The Registry is under no obligation to inform the registrant of a Domain Name when the term is about to expire. The Registry shall be entitled to immediately suspend or cancel the Domain Name when the Domain Name registrant is in breach of the Launch Policy.

## **8. Pre Launch**

Prior to launch, the Registry will reserve and make unavailable for registration certain categories of Domain Names, some of which may be released at a later date.

## **9. Names Reserved in Accordance with Registry Obligations**

Under the Registry's agreement with ICANN (the "Registry Agreement"), the Registry is obliged to reserve certain geographical and other names. These Domain Names will not be available in the Sunrise Phase or subsequent registration periods. This list can be found on ICANN's website at: <http://www.icann.org/en/about/agreements/registries>.

## **10. Registry Reserved Names.**

The Registry has reserved some Domain Names which will not be available at Launch or may be made available at a later date via a mechanism to be determined by the Registry. According to its Registry Agreement with ICANN (including paragraph 2.6 and Specification 5) Desi Networks, LLC ("Registry") has the discretionary right to reserve domain names at any time. In addition, the Registry may at any time establish or modify policies concerning Registry's ability to reserve (i.e. withhold from registration or allocate, assign, designate, otherwise earmark to

Registry or third parties) or block additional character strings within the .desi gTLD at its discretion and within the framework of applicable ICANN requirements.

The Registry may release or register reserved domain names in accordance with applicable ICANN requirements and handling procedures or procedures otherwise developed by the Registry.

## **11. Sunrise Period Overview**

A Sunrise Period allows for holders of Eligible Trademarks to submit a non-refundable application for a domain name in the .desi gTLD that corresponds with those eligible trademarks during a limited period of time before registration is open.

In order to meet ICANN's requirements, the Sunrise Period for the gTLD will be restricted to Sunrise-Eligible Rights Holders. Sunrise-Eligible Rights Holder must:

- have met all the requirements to obtain a SMD File as described in the Trademark Clearinghouse Guidelines;
- at the time of submitting an Application provide the SMD File received from the TMCH Sunrise and Claims Operator;
- And only submit an Application for a Label contained in the SMD File.

As described in the Trademark Clearinghouse Guidelines that may be found at the following link <http://www.trademark-clearinghouse.com> and reproduced in part below, a SMD File will be issued by the TMCH Sunrise and Claims Operator to the holder of a word mark that:

- is nationally or regionally registered and for which proof of use – which can be a declaration and a single specimen of current use – was submitted to, and validated by, the TMCH Sunrise and Claims Operator;
- or has been court-validated;
- or has been specifically protected by a statute or treaty currently in effect and that was in effect on or before 26 June 2008.

For further information on how to obtain a SMD File please see the Trademark Clearinghouse Guidelines that may be found at the following link <http://www.trademark-clearinghouse.com>.

The Sunrise Period duration will be sixty (60) days. Once commenced, we may extend the duration of the Sunrise Period. Where the Sunrise Period is extended we will provide such notice to you on our website and via any other means we deem appropriate. This is an end date sunrise with a (8 day) claims period following the end of sunrise period. All sunrise applications are collected during the sunrise period and then fulfilled during the claims period. After conclusion of the Sunrise Period, the .desi Registry 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.

Where there are multiple Applications for the same domain name during the Sunrise Period an auction will be held for such Domain Names between the qualified Applicants. The Registry will inform the auction provider of the Domain Names and their corresponding Applicants. Each Applicant will be given the necessary information to participate in the auction and the Registry will award registration of the Domain Name when notified of the outcome by the auction provider. The decisions of the auction provider will be deemed final. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant.

Where notified of the result of an auction we will ensure that the domain name is Eligible for Allocation to the successful bidder.

## **12. Sunrise Dispute Resolution Process (SDRP)**

Any person may initiate a Sunrise challenge if the complainant believes that:

- At the 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;
- The domain name is not identical to the mark on which the registrant based its sunrise registration;
- 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;
- The trademark registration on which the domain name registrant based its sunrise registration did not issue on or before the effective date of the Registry agreement and was not applied for on or before ICANN announced the applications received;
- The Sunrise registrant does not meet the “in-use” standard;
- The SMD File used to complete the Sunrise registration was fraudulently obtained and/or submitted; or
- A registry process error occurred that resulted in an incorrect Sunrise registration.

A Domain Name will be unlocked at the end of the Sunrise Lock period only if it is not subject to a Sunrise Challenge. Challenged Domain Names will remain locked until the dispute resolution provider has issued a decision, which the Registry will promptly execute.

See the Sunrise Dispute Resolution Policy which can be found at the following link <http://www.dotdesi.com/policy> for full rules and procedures for the SDRP.

## **13. Landrush Period Overview**

After the Sunrise Phase is closed and the subsequent Claims Period has ended, the registry may open a Landrush phase during which any interested party will have the opportunity to submit an Application for any Domain Name that is not:

- A Reserved Name;
- Already registered during the Sunrise Phase; and
- Unavailable pending the outcome of a Sunrise Phase Application or Sunrise Challenge

The Landrush period duration will be thirty (30) days. Once commenced, we may extend the duration of the Landrush Period. Where the Landrush Period is extended we will provide such notice to you on our website and via any other means we deem appropriate.

All Applications received during the Landrush Phase will be treated as arriving at the same time. Domain Names that receive only one Application during the Landrush Phase will be allocated to the respective Applicant, provided that the Application meets the requirements of this Launch Policy.

If two or more Applications are made for a Domain Name during the Landrush Phase, an auction will be held for such Domain Names between the qualified Applicants. The Registry will inform the auction provider of the Domain Names and their corresponding Applicants. Each Applicant will be given the necessary information to participate in the auction and the Registry will award registration of the Domain Name when notified of the outcome by the auction provider. The decisions of the auction provider will be deemed final. Any auction fees, charges and the final bid price for the domain name will be the responsibility of the Applicant.

#### **14. General Availability**

After the Launch Periods described above, any interested party may register a Domain name on a first-come-first served basis provided that:

- The Domain name is not a Reserved name; and
- The Domain name is available for Registration; and
- The Domain name is not the subject of a pending action or a Sunrise Challenge

#### **15. Claims Period Overview**

In order to meet ICANN's requirements, Claims Periods will operate at certain stages during our Launch Program for the .desi gTLD. Throughout the time when a Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified by the Registrar (via a Claims Notice) if the applied for domain name is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that domain name is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

The Claims Notice forms part of the process of submitting an Application for a domain name, and the Applicant for the domain name will be required to acknowledge the information contained within the Claims Notice before processing the Application.

The Claims Period will be in effect during:

- the entire duration of the Landrush Period described in this document;
- and the first sixty (60) calendar days after the commencement of General Availability.

Once commenced, we may extend the duration of the Claims Period. Where the Claims Period is extended we will provide such notice to you on our website and via any other means we deem appropriate.

## **16. Launch Rules and Procedures**

### Application Procedures & Requirements

Domain Names can only be applied for and registered through an Accredited Registrar.

The Registry will create a Domain Name registration only in the following circumstances:

- The Domain Name is available and is not a Reserved Name; and
- The Accredited Registrar holds sufficient funds with the Registry or is otherwise in good standing with the Registry and has signed up to participate in the Launch Phase.

A Domain Name must meet all of the following technical and syntax requirements:

- The A-label must consist exclusively of the letters A-Z (not case sensitive) and the numbers 0-9;
- The Domain Name cannot begin or end with a hyphen;
- The Domain Name can only have two consecutive hyphens (--) in the 3rd and 4th positions when preceded by "xn" and followed by a label that corresponds with an internationalized domain name containing characters referred to in the Registry's IDN Policy above;
- Underlined characters are not allowed;
- The Domain Name cannot exceed 63 characters (excluding the TLD)

In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply any information regarding a domain name that may be required by us, as described in this document or any other policy issued by us.

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.

A domain name will not function in the Service until such time as it has been allocated.

An Application for a domain name will be Eligible for Allocation:

- upon passing of the technical substantiation process;
- and where multiple Applications are received for the same domain name during any given period, resolution of any auction proceedings.

Where the Application is not Allocated within 120 calendar days of being Eligible for Allocation, that Application shall be considered abandoned and the applied for domain name may:

- become available in subsequent periods of the Launch Program, or General Availability;
- be reserved or restricted by us, subject to this and any other applicable policy issued by us or ICANN.

### **17. .desi gTLD Policy and Representations and Warranties**

All domain names or Applications for domain names as the case may be, are subject to our policies, and policies, procedures and requirements as issued by ICANN.

Our policy documents can be found at the following link <http://www.dotdesi.com/policy>.

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, to the best of the Applicant's knowledge 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;
- where multiple Applications are received for a domain name, that those Applications may be subject to the auction processes as described in this policy, and agree to the terms of the auction process;
- that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process;

- and we 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 our policy.

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

- to be subject to this and any other policy issued by us, 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;
- that we reserve the right to deny any Application, or cancel, lock, place on hold, transfer or delete any domain name that it deems necessary, in its sole discretion: to protect the integrity and stability of the Service;
- to comply with our obligations; to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- To avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors; to ensure compliance with the our policies;
- for the non-payment to us of any fee;
- or to correct mistakes made by us, or any Registrar, or any of its service providers in connection with an Application or a domain name.
- 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 your breach of any policy or agreement that you may have with us.

## **18. Definition and Review**

This document has been prepared and published to represent our policy regarding the administrative and technical management of the .desi gTLD.

We may discontinue or amend any part or the whole of this document from time to time at our absolute discretion.