Internet Naming Co.

Sunrise Policies

Sunrise Dispute Resolution Policy

Version: November 20 2023

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1. Introduction

These Sunrise Policies describe the rules that govern the sunrise for the Top Level Domains listed below (the "TLDs"), which are operated by Internet Naming Co. (the "Registry"):

.diy
.food
.lifestyle
.living
.vana

The Registry Policies for Internet Naming Co. can be found at published at:
https://internetnaming.co

Domain names in the TLDs can be registered by third parties or reserved by the Registry. This Sunrise Policy describes the policies and process for domain name applications during this phase. The Sunrise Dispute Resolution Policy ("SDRP") describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry's Sunrise Policy. The SDRP will not be applied to Registry-reserved names in the TLD.

Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse ("Trademark Holder") to notify the Registry of its trademark.

During Sunrise, only Trademark Holders may apply for a domain name that constitutes an "exact match" of their mark, in accordance with the ICANN Trademark Clearinghouse's ("TMCH") domain name application is received. The Registry will notify the TMCH whenever a valid Sunrise Application is received. The Registry will charge a Sunrise domain name registration fee for registrations of domain names during Sunrise. ("Sunrise Price").

The Trademark Holder is responsible for protecting any domain names which match its trademarks. If a Trademark Holder fails to reserve any domain name during Sunrise, any other party is free to register that domain name during later launch phases, including General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Because some generic terms may be trademarked, certain generic names may be withheld from Sunrise availability, in accordance with Registry policy.

2. Definitions

"A-label" means the means the ASCII-compatible encoded representation (or punycode) of an internationalized Domain Name. A-levels always commence with the prefix "xn—".

"Application"   means the method by which a Domain Name is created and assigned to an Applicant, "Allocated" shall have a corresponding meaning.

"Applicant" means a natural person, company or organization in whose name an Application is submitted.

"General Availability" means the point in time following which requests to register a Domain Name will 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.

"Premium Domain Name" means a Domain Name that carries a higher than standard Registration fee at initial Registration and/or renewal.

"Registry Operator" or "Registry" means Internet Naming Co., the Registry Operator as licensed by ICANN under the Registry Agreement for the TLD .

"Registered Name" means a domain name within the domain in the gTLD .TLD with which it provides registry services, maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A domain name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

"Registrar" means an entity authorized by ICANN to offer Domain Name Registration services and entered into a contract with the Registry for the provision of Domain Name Registration Services for the TLD to Applicants, Registrants, and/or their respective agents.

"Registrant" means the registered name holder, being a person, organization or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.

"Reserved Domain Name" means Domain Names that the Registry has reserved from Registration and which it may, at its sole discretion, later release for Registration or Allocation.

3. Sunrise Policy

This Sunrise Policy is to be read together with the Sunrise Dispute Resolution Policy. Any revisions or modifications to this Sunrise Policy prior to the start date of Sunrise shall be effective immediately upon the posting of such revisions or modifications on the Registry website and such amendments shall be binding upon the Registrant.

3.1 Sunrise Overview
Sunrise is a limited-time opportunity for trademark holders who have entered their marks into the Trademark Clearinghouse database (TMCH) and who wish to register Domain Names ahead of General Availability. SMD Files submitted with Sunrise Applications are verified by the Registry

against the TMCH. Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry. At the end of the Sunrise Period, applied for Domain Names with a single eligible applicant will automatically be allocated to such Applicant. Domain Names with more than one eligible Applicant will proceed to an auction (to be conducted according to registry procedure) between the competing Applicants by an independent third party.

3.2 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 Period, 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 following syntax requirements:

i. have a minimum of 1 to a maximum of 63 characters (at any one level)
ii. only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;
iii. begin with a letter or a digit and end with a letter or a digit;
iv. neither begin with, nor end with a hyphen (-);
v. not contain hyphens (-) in the third and fourth positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n); and
vi. not include a space (e.g. www.ab tld).

3.3 Sunrise Eligibility Requirements

Participation in the Sunrise Period is restricted to Applicants who meet the following Sunrise Eligibility Requirements. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

i. the Domain Name Application is submitted to the Registry by an ICANN-accredited Registrar who acts on behalf of the Applicant, but for its own account;
ii. the Domain Name applied for is an exact match to their trademark registered by the Applicant in the Trademark Clearinghouse;
iii. a valid SMD File is submitted at the time of Application;
iv. the Domain Name is available.

Domain Name Applications will not be accepted for Reserved Domain Names.

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.

3.4 Validation of Sunrise Applications

Applications submitted during the Sunrise Period are subject to validation by the Registry with the Trademark Clearinghouse, which is a prerequisite 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 Domain Name does not match a Label contained in the SMD file, the Application will be rejected.

3.5 Sunrise Duration and Process

The Sunrise Period will be open for approximately (30) calendar days. The Registry may, at its discretion, extend the Sunrise Period at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Period, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file. After an application is successfully validated, the Domain Name will be automatically allocated to the Applicant and the Registration fee will be charged to the Registrar. Application validation and Domain Name allocation will be performed on a first-come, first-served basis.

3.6 Fees

The Registry requires the payment of a one-time, non-refundable Sunrise Application fee, in addition to the payment of a minimum of one year (1) of registration. The Sunrise Application fee will be charged for each Domain Name in Sunrise.

The registration, renewal, and transfer price for the Domain Names registered during Sunrise will be the General Availability Price.

The Registry may, at its absolute discretion, identify certain Domain Names as Premium Domain Names, and make them available for registration, renewal, and transfer at a premium price through Registrars, or other channels such as through requests for proposals. A Premium Domain Name may have a higher than standard fee for creation and renewal.

4. Sunrise Dispute Resolution Policy

Domain Names in the TLD can be registered by third parties or reserved by the Registry. This Sunrise Dispute Policy ("SDRP") applies to Applications submitted during the Sunrise Period that result in Sunrise Registrations or denials of Sunrise Registrations and comes into effect upon the conclusion of the Sunrise Period. This Policy does not cover instances where the validity of a SMD File is being challenged. Such disputes are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at http://www.trademark-clearinghouse.com/dispute prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, the Registry may disqualify the Sunrise Application or, in the event that fraud is detected after the Sunrise Period, delete the applicable Domain Names.

4.1 Initiating a Dispute and Internal Review
Prior to initiating a dispute under this SDRP potential complainants must submit complaints first to the Registry at legal@inaming.co.

When possible, the Registry may attempt to resolve the issue internally. Especially 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 to the Forum as outlined in this Policy.

4.2 Frivolous Complaints
A Complainant, Complainant's counsel, or Complainant's counsel's firm, that is found to be responsible for a minimum of 3 complaints 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 Panel may consider the number of complaints lodged under this Policy or related Registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing this Policy and related policies.

4.3 Administrative Procedures
A registered Domain Name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration or denial of Registration was improper under one or more of the following criteria.

The following is a list of reasons why a Sunrise Application Allocation could be challenged:

i. 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;

ii. the Domain Name is not identical to the mark on which the Registrant based its Sunrise Registration;

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;

iv. a Registry process error occurred that resulted in an incorrect Sunrise Registration; or

v. the Registry failed to register a Domain Name that was applied for in compliance with the criteria set forth in Section 2.4 of the Sunrise Policy.

4.4 Process

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to the Registry at legal@inaming.co. The "Complainant" is a person, real or natural, that makes a complaint as per this policy. Sunrise complaints must be filed with the Registry within ten (10) business days of the date of Registration of the relevant Domain Name(s).

When possible, the Registry may attempt to resolve the issue internally. If, in the opinion of the Registry, the matter would be more appropriately dealt with by the TMCH, the Registry will advise the potential Complainant accordingly. If the complaint relates to a Registry process error, the Registry will investigate and if confirmed, seek to resolve such errors internally. In the event the Registry, after a good faith effort, is unable to resolve the dispute, it will notify the potential Complainant to submit its complaint to its appointed Dispute Resolution Provider. Information about the procedure followed by the Provider will be provided directly to the Complainant.

The language of all submissions and proceedings under this policy will be English. Supporting evidence may be provided in its original language, provided such evidence is accompanied by a certified English translation of all relevant text.

4.5 Necessary evidence

The complaint must include:

i. Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;

ii. Domain Name(s) that are the subject of the dispute;

iii. Applicable trademark(s) as validated by the TMCH and the relevant SMD File;

iv. Name of the respondent, and the respondent's contact information from the Whois entry associated with the disputed Domain Name(s);

v. Ground(s) on which Complainant relies on (as set out in paragraphs i. to vi.);

vi. Up to 500 words describing how the relied-upon criteria and facts indicate a remedy is required;

vii. The remedy requested; and

viii. Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the dispute.

4.6 Remedies for dispute

If it is found based on Grounds i. to iii of Section 2.4., that there was an improper Sunrise Registration, the sole remedy shall be the cancellation of the Sunrise Registration in question and making it again available for Registration in the TLD. If the complainant independently qualifies to register the Domain Name after the Sunrise Period, such a Registration may be made via an accredited Registrar.

If it is found based on Grounds iv. and v. of Section 2.4 that a denial of Sunrise Registration was incorrect or the Registry failed to register an applied for Domain Name, the sole remedy shall be to offer the Sunrise Registrant the possibility to re-register the Domain Name, provided it is still available and that a third party has not already registered the Domain Name during the Sunrise Period or in subsequent Registration Periods.

4.7 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.

4.8 Indemnification/Hold Harmless

The parties shall hold the Registrar, the Registry, RSP and any Dispute Resolution Provider appointed by the Registry harmless from any claim arising from operation of the SDRP. Neither party may name the Registrar, the Registry, and the Dispute Resolution Provider as a party or otherwise include the Registrar, the Registry, and the Dispute Resolution Provider 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 RSP the Dispute Resolution Provider 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, the Dispute Resolution Provider and 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.

4.9 Relation to Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the UDRP, the URS, and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

4.10 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 deference to the outcome of such other proceeding.

4.11 SDRP Effective Dates

Any SDRP claim brought under this policy must be made within 10 days of the end of the sunrise registration period.