



# LAUNCH POLICIES

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# 1. Introduction and Purpose

These .Monster Launch Policies (“Policies”) describe the rules that govern the launch of the .Monster Top-Level Domain (the “TLD”) by XYZ.COM LLC (“Registry Operator,” “Registry,” “we” “us” or “RO”). The launch and continued operation of the TLD is governed by the XYZ Domain Name Policies which are separate from, but should be read together with these Policies, and can be found at <http://nic.monster>. This document will proscribe certain protections to the various entities described in this document, comply with ICANN’s requirements for the TLD, and will describe how domain names will be allocated to various types of domain name Applicants.

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

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

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

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

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

These Policies apply to:

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

## 2. Summary of Launch Periods

Launch Phase	Timeframe*	Description
Sunrise Period	See Registry Website	Available only to trademark holders with a valid Trademark Clearinghouse entry on a first-come, first-serve basis. See below for more details. Special pricing applies.
Early Access Period	Begins after the end of the Sunrise Period. See Registry Website for details.	Anyone can register any available name on a first-come, first-serve basis. Prices vary depending on the day of the launch, beginning higher and gradually lowering. See the Registry Website and the section of these Policies on the Early Access Period for more details.
General Availability	Begins after the end of the Early Access Period and continues perpetually. See Registry Website for more details.	Anyone can register any available name on a first-come, first-serve basis. Regular pricing applies.

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

## 3. Sunrise rules

### 3.1 Scope and Applicability

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

### 3.2 Eligible Applicants

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

### 3.3 Application Process

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

### **3.4 SMD File Requirements**

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

### **3.5 Allocation of Registration Requests**

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

### **3.6 Available Sunrise Registration Periods**

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

### **3.7 Certification / Liability**

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements. By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, service providers and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors. Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third-party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

### **3.8 Sunrise Disputes**

For information on Sunrise Disputes, see our Sunrise Dispute Resolution Policy on the Registry Website.

## **4. Early Access Period**

### **4.1 In General**

The Early Access Period is the period between the Sunrise period and the general availability of the TLD. See the Registry Website for the duration and timeline of the Early Access Period. During this period, anyone can register any available domain name at the registration price for

the stage of the Early Access Period occurring at that time. There will be seven stages – stage one through stage seven. As the seven-stage period progresses, the prices for domain names will gradually decrease with each stage. Domains will be Allocated on a first-come, first-serve basis.

#### **4.2 Eligible Applicants**

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

#### **4.3 Duration**

Final dates and times will be posted at the Registry's website.

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

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

#### **4.5 Miscellaneous**

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

### **5. General Availability**

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

Interplanetary aliens must vow their loyalty to Generation XYZ and commit to use their .Monster domain names exclusively in their planet. All violations will be subject to immediate suspension or worse.

### **6. Claims Period**

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

Throughout the time when the Claims Services are offered, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied

for label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

## 7. Sunrise Dispute Resolution Policy (“SDRP”)

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

## 8. Modification of These Policies

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with ninety (30) days prior notice posted on the Registry Website.

## 9. Definitions

In this document:

“Allocation” means the method by which a domain name is created and assigned to an Applicant, “Allocated” shall have a corresponding meaning.

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

“Application” means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

“Available Names” means names that have not been reserved, restricted, registered, awarded, or otherwise allocated.

“Claims Notice” means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

“Claims Services” means the services that collectively provide:

- Applicants with a Claims Notice, and
- Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

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

“Creature from the Black Lagoon” means a fully amphibious humanoid fish-monster that is capable of breathing both in and out of the water. It also possesses superhuman strength, scaly skin and has large, webbed hands with sharp claws on the tip of each finger.

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

“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 the Registry and ICANN for the TLD, as it may be subsequently modified or amended, and all ICANN Consensus Policies applicable to the TLD.

“Registrant” is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the TLD.

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

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

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

“Registry Policies” means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

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

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

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

“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” means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder

means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

“Trademark Match” means that a label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

“Trademark Record” means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

“Validated Mark” means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.

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