

## Code of Conduct Exemption Request Form

Internet Corporation for Assigned Names and Numbers (“ICANN”)  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094  
Attention: New gTLD Program Staff

RE: Request for Exemption from Registry Operator Code of Conduct

Giving Limited (“Registry Operator”), in connection with the execution of the Registry Agreement for the .giving

TLD (the “Registry Agreement”), hereby requests an exemption from the obligations of the Registry Operator Code of Conduct set forth in Specification 9 to the Registry Agreement (the “Code of Conduct”). Pursuant to such request, Registry Operator confirms that each of the following statements is true and correct (collectively, referred to as the “Statements”):

1. All domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliate (as defined in the Registry Agreement);
2. Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator; and
3. Application of the Code of Conduct to the TLD is not necessary to protect the public interest for the following reasons:

The operation of the .giving TLD will allow the Registry Operator to reflect and operate its key and most distinctive brand, JustGiving. The public interest will be best served by the Registry Operator being able to do so in a controlled way. This control by the Registry Operator can be ensured more easily when the Code of Conduct does not apply to the operation of the .giving TLD. As a result, the public interest will benefit from the exemption from the Code of Conduct and the Registry Operator can think of no reason why the application of the Code of Conduct to the TLD would be necessary to protect the public interest.

In addition, under Specification 13, a Registry Operator operating a .BRAND TLD is exempt from complying with the requirements of the Code of Conduct. This indicates that ICANN shares the view that the operation of a .BRAND TLD to reflect and operate a distinctive and well-known brand does not require compliance with the Code of Conduct. The position of the .giving TLD for the JustGiving brand is analogous to a .BRAND TLD in this regard.

Registry Operator represents that the registration policies attached hereto as Schedule A are a true and correct copy of the Registry Operator’s registration policies for the TLD. Registry Operator agrees to notify ICANN promptly in writing in the event any of the Statements has become untrue (whether before or after an exemption has been granted). Registry Operator further acknowledges and agrees that the Exemption will be void if at any time any of the Statements has become untrue.

Submitted by: [REDACTED]  
Position: Legal Counsel  
Date Noted: 21-11-2016  
Email: [REDACTED]

**SCHEDULE A .GIVING DOMAIN NAME REGISTRATION POLICY**

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## CHAPTER 1. Definitions, Scope of Policy and Eligibility for Domain Names

### Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meaning:

<b>Accredited Registrar</b>	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
<b>Applicant</b>	means an individual, company, organisation or other person in whose name an Application is submitted to the Registry;
<b>Applicant Guidebook</b>	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN at <a href="http://newgtlds.icann.org/applicants">http://newgtlds.icann.org/applicants</a> , that was in force at the time of execution of the Registry Operator Agreement;
<b>Application</b>	means a complete and technically correct request for a Domain Name Registration filed with the Registry through an Accredited Registrar, which complies with all the requirements provided for in the Policy, and in particular the specific provisions that apply during the Phase of the .GIVING Launch process within which such request is made;
<b>Claim</b>	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Phase, to recognise its rights as a holder of a trademark within the context of this Policy, including any Documentary Evidence submitted to the Registry and/or Trademark Clearinghouse Operator in this respect;
<b>Complaints Point of Contact</b>	means the primary contact for handling inquiries related to malicious conduct in the .GIVING TLD that can be reached on <a href="mailto:gTLDadmin@justgiving.com">gTLDadmin@justgiving.com</a>
<b>Contacts</b>	means the administrative, technical and billing contacts associated with a Domain Name Registration;
<b>Documentary Evidence</b>	means the documentation to be provided by (or on behalf of) the Applicant and/or the Registrant to the Trademark Clearinghouse Operator and/or the Registry, in accordance with this Policy
<b>Domain Name</b>	means a name at the second level within the .GIVING TLD;
<b>Domain Name Registration</b>	means a Domain Name for which the Registry maintains data in the Shared Registry System for the .GIVING TLD;

<b>Eligibility Requirements</b>	means the requirements set out in Annex 3 below;
<b>Eligible Trademark</b>	means a registered trademark that meets the requirements set out in the applicable version of the “Trademark Clearinghouse Guidelines”, made available at <a href="http://www.trademark-clearinghouse.com">http://www.trademark-clearinghouse.com</a> , and including the trademarks set out in Annex 1;
<b>Evaluation Panel</b>	means the persons appointed by the Registry who will vet and review Applications made by Registrants to assess if they meet the Eligibility Requirements
<b>General Availability</b>	means the process whereby available Domain Names can, in accordance with the Eligibility Requirements, be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
<b>Geographic Domain Names</b>	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers ( <a href="http://www.icann.org">http://www.icann.org</a> );
<b>Launch</b>	means the time from which the Registry allows persons other than the Registry to apply to register Domain Names;
<b>Phase</b>	means a distinct period of time during which parties meeting the Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
<b>PICDRP</b>	Means the Public Interest Commitment Dispute Resolution Procedure as adopted by ICANN and as described at <a href="http://newgtlds.icann.org/en/program-status/pddrp">http://newgtlds.icann.org/en/program-status/pddrp</a> ;
<b>Policy</b>	means these .GIVING Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
<b>Pre-Launch Phase</b>	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, which may only be Registry Reserved Names;
<b>Reconsideration Request</b>	Shall have the meaning set out in 3.5;
<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;

<b>Registration Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
<b>Registry</b>	means Giving Limited, a company incorporated in England with company number 3979990
<b>Registry Blocked Name</b>	means those Domain Names for which the mitigation measures described in the Name Collision Occurrence Assessment have not been implemented and that are blocked for registration in accordance with Section 6.2 of Specification 6 to the Registry Operator Agreement;
<b>Registry Operator Agreement</b>	means the agreement entered into by and between the Registry and ICANN on 13 November 2014
<b>Registry-Registrar Agreement</b>	means the agreement made available by the Registry prior to Launch
<b>Registry Reserved Name</b>	means a Domain Name specified on the list contained in Annex 1 hereto (and any plural of a word specified therein), which may be registered in the name of the Registry (or any other specific entity specified on that list) as may be amended from time to time at the Registry's discretion;
<b>Registry Web Site</b>	means the various pages and websites available at <a href="http://www.nic.giving">http://www.nic.giving</a>
<b>Reserved Name</b>	means a Domain Name specified on the list to which a link is provided in Annex 2 hereto, which will not be available for registration;
<b>Shared Registry System</b>	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name of, and on behalf of, Registrants;
<b>Sunrise Phase</b>	means (one of) the distinct timeframe(s) during which Applicants will be able to pre-register ( <i>i.e.</i> , reserve for registration) the Domain Names for which they hold a validated trademark, as determined by the Trademark Clearinghouse and/or the Registry;
<b>Sunrise Process</b>	means the process described in Article 6 hereof;
<b>Term</b>	means the number of years for which a Domain Name is registered, as selected or applied for by the Registrant in accordance with Article 14.1;
<b>TLD</b>	means top level domain;

<b>Trademark Claims Period</b>	means the timeframe during which Trademark Claims Services for .GIVING are provided;
<b>Trademark Claims Services</b>	means the service operated by the Trademark Clearinghouse, pursuant to which:  (i) any Applicant that tries to register a domain name containing a trademark that is registered with the Trademark Clearinghouse is given notice of the scope of the rights of trademark holders as provided in the Applicant Guidebook; and  (ii) registrars are given the ability to promptly notify a trademark holders(s) of any registration of a domain name that contains their trademark after the registration is effected;
<b>Trademark Clearinghouse</b>	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
<b>Trademark Clearinghouse Operator</b>	means the organization operating the Trademark Clearinghouse, as appointed by ICANN and active through <a href="http://www.trademark-clearinghouse.com">http://www.trademark-clearinghouse.com</a> ;
<b>Trademark PDDRP</b>	Means the Trademark Post-Delegation Dispute Resolution Procedure, as adopted by ICANN and as described at <a href="http://newgtlds.icann.org/en/program-status/pddrp">http://newgtlds.icann.org/en/program-status/pddrp</a> ;
<b>UDRP</b>	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described at <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> ;
<b>URS</b>	means the Uniform Rapid Suspension procedure, as adopted by ICANN and as described at <a href="http://newgtlds.icann.org/en/applicants/urs">http://newgtlds.icann.org/en/applicants/urs</a> .

## **Article 2. Scope of Policy**

2.1. This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with the terms of the Registry Operator Agreement;
2. how Applications can be submitted to the Registry during the different Phases specified by the Registry;
3. how the Registry will deal with Domain Name Registration requests, in case the Registry decides to change the Eligibility Requirements to allow at its sole discretion, at a certain point in time, one or more third parties (or categories of third parties) to register as Registrant one or more Domain Name(s);
4. the way in which Applications will be processed and, in the case of Applications submitted during a Sunrise Phase, the way in which such Applications will be validated by the Trademark Clearinghouse Operator;
5. the rules under which Applications or subsequent Domain Name Registrations may be challenged; and
6. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the launch of the .GIVING TLD and the preservation of the integrity of the Registry's trademarks;
7. the basic rules and procedures applicable to:
  - Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - any party in whose name a Reconsideration Request is submitted;
  - any person or entity interested in obtaining a Domain Name.

2.2. In order to ensure a proper, fair and technically sound administration of the Launch of the .GIVING TLD, the Registry has put in place the processes and procedures described in this Policy. These policies and procedures will apply to Applications and/or Domain Name Registrations effected within specific timeframes set by the Registry.

2.3. The Registry may change this Policy, including the conditions and requirements contained herein, at its sole discretion. Any such changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless the Registry provides otherwise in writing.



## **Article 3. Eligibility**

### ***Application***

3.1. In order to be eligible for a Domain Name Registration in the .GIVING TLD, each Application (and the Applicant) must meet each of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification. Any new or modified criteria shall take effect at the time they are published on the Registry Web Site unless stated otherwise in the Eligibility Requirements.

3.2. If and when Launch occurs: (a) Potential Applicants will be able to find proposal forms for making an Application on the Registry's Web Site; and (b) an Applicant may submit an Application to the Registry, which must include:

- A proposal for the use of a Domain Name;
- Evidence showing how the Eligibility Requirements are met in their case;
- Confirmation that the Applicant agrees to be bound by this Policy including, without limitation, confirmation that the Applicant gives the representations, warranties and acknowledgements set out in Article 17 of this Policy; and
- A binding undertaking that the Applicant will, no later than the time it becomes a Registrant, enter a registration agreement (on the form provided by the Accredited Registrar) with an Accredited Registrar that is a party to a Registry Registrar Agreement with the Registry.

### ***Vetting***

3.3. The Registry will establish an Evaluation Panel which shall vet each Application (and the Applicant) to determine eligibility for a Domain Name Registration. The Evaluation Panel will decide whether to approve any Application, in its sole discretion. The decision of the Evaluation Panel to accept or reject an application will be final, and the Evaluation Panel will not provide the reasons for their decision.

3.4. The Registry shall at all times be entitled to define, introduce and modify a verification process in order to confirm that any Application and/or Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force during the respective Phases.

3.5. If an Applicant's Application is not approved, that Applicant may, within ten working days of being notified of such decision, request that the Registry reconsiders that decision ("**Reconsideration Request**"). The Applicant may provide further information in support of the Reconsideration Request. After receiving a Reconsideration Request, the Registry will reconsider the Application and will decide whether to approve the Application, in its sole discretion and without providing any reasons for its decision.

### ***Rejection, suspension and cancellation***

3.6. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that the Applicant did not fulfil the requirements set out in the Policy at the time the Registry received the corresponding Application. Non-fulfilment of the requirements set out in the Policy may include, without limitation, situations where the Registry receives a notice given by a government or judicial body indicating that said Application, Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Applicant or Registrant, as applicable, expressly agrees and accepts that he shall not be entitled to claim any compensation, damages or refund from the Registry if the Registry implements such an instruction or otherwise exercises its rights under this article 3.5.

3.7. The Registry is also entitled to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if the Registry is of the opinion that the Applicant or Registrant does not meet all of the Eligibility Requirements in force at that time or that the Domain Name's continued registration could directly or indirectly damage, impair or disrupt the reputation or activities of the Registry, the integrity of the .GIVING brand and/or any of the Registry's trademarks. The Applicant or Registrant, as applicable, expressly agrees and accepts that he shall not be entitled to claim any compensation, damages or refund from the Registry if the Registry exercises its rights under this article 3.6.

3.8. Furthermore, if the Registry is informed that a third party holds an Eligible Trademark to a Domain Name, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, such suspension or cancellation to last at least until sufficient (in Registry's sole opinion) safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly made the allegation of infringement of the Eligible Trademark by the Domain Name in question.

### ***Hosting***

3.9. The Registry shall at all times be entitled to determine in its sole discretion the name servers for each Domain Name, and the services associated therewith. Whenever parties other than the Registry are entitled to register Domain Names in the .GIVING TLD or have been delegated certain roles and responsibilities with respect to such Domain Names (as indicated in the additional Contacts associated with such Domain Names), the Registry will develop a policy as regards the name servers and services associated with such Domain Names.

## **CHAPTER 2. The .GIVING Launch Process**

### **Article 4. All Applications**

4.1. Any and all Applications must be submitted to the Registry's Shared Registry System through an Accredited Registrar, who acts on behalf of the Applicant or Registrant, but for its own account.

4.2. The Registry will only effect a Domain Name Registration if and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in this Policy;
- the Domain Name is available; and
- the Accredited Registrar holds sufficient funds with the Registry.

4.3. Any Application submitted during the Pre-Launch Phase, the Sunrise Phase, the Trademark Claims Period or General Availability must meet the terms and conditions relevant to the respective time period in which it is submitted, as set out in this Policy. All conditions that are not stated to relate to a specific Phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and Domain Name Registrations.

### **Article 5. The .GIVING Pre-Launch Phase**

5.1. At any time, the Registry may reserve, register and delegate any of the Domain Names contained in Annex 1 for its own use. The Registry may change the contents of Annex 1 at any point in time and at its sole discretion.

5.2. During the Pre-Launch Phase, the Registry is the only party entitled to register Domain Names in the .GIVING TLD. During this Phase, the Registry shall only register and use Registry Reserved Names.

## **Article 6. Sunrise Phase**

### **6.1. Overview of the Sunrise Process**

The Registry shall organize one or more Sunrise Phases in connection with and/or after the Launch.

Unless provided otherwise by the Registry, each Sunrise Phase shall last for 60 days and the first Sunrise Phase shall commence on the day of the Launch.

### **6.2. Validation of Claims during the Sunrise Phase**

Applications received during each distinct Sunrise Phase are subject to validation as described in this Article, which is a condition precedent to the Registry registering the Domain Name referred to in the Application.

The Registry shall be entitled to impose additional terms and conditions upon Applicants, Registrants and/or Accredited Registrars as it deems fit, in particular in order to maintain, directly or indirectly, the integrity and the exclusive character of the Registry and the **.GIVING** brand, and any and all rights associated therewith (including without limitation intellectual property rights).

Following receipt of an Application, the Registry will contact the Trademark Clearinghouse Operator in a manner agreed by and between them. The Registry will request that the Trademark Clearinghouse Operator confirms whether:

- the proposed Domain Name in the Application corresponds to an Eligible Trademark; and
- the Applicant is the registered owner of the Eligible Trademark or, if the Applicant claims to be a licensee authorised to use the Eligible Trademark by the registered owner of the Eligible Trademark or the Applicant claims to be the assignee, whether the relevant party is authorized to file the Application.

If the Trademark Clearinghouse Operator and/or the Registry are unable to validate the information contained in an Application in accordance with the process described above, the Registry shall be entitled to reject that Application.

### **6.3. Use of the Trademark Clearinghouse during the Sunrise Process**

Each Applicant must have their Application pre-validated and, where necessary, corrected by using the Trademark Clearinghouse, if they would like to benefit from the opportunity to register a Domain Name that corresponds to their Eligible Trademark during the respective Sunrise Phases.

Applicants may have the opportunity to request assistance from the Trademark Clearinghouse Operator in order to pre-validate their Application and, where necessary, correct any mistakes in the Application in order to enable Applicants to submit accurate and up-to-date Applications to

the Registry in accordance with the terms and conditions of the Trademark Clearinghouse Operator.

During each Sunrise Phase: (a) the use of the Trademark Clearinghouse is mandatory for Applicants; and (b) each Applicant must use the services of an Accredited Registrar in order to submit an Application on the basis of the information that has been pre-validated and provided by the Trademark Clearinghouse Operator.

#### **6.4. Claims and information to be included in Applications during a Sunrise Phase**

The information contained in an Application shall be the initial basis on which the Trademark Clearinghouse Operator shall attempt to validate the Applications, and the Claims made therein. It is the Applicant's responsibility to ensure that the information provided in an Application (including the Claim contained therein) is correct, complete, legible, accurate and otherwise sufficient to verify on a *prima facie* basis the validity of such Claim. The Registry cannot be held liable for any failure by the Applicant to provide information and Documentary Evidence in accordance with the foregoing standard, regardless of whether an Application is accepted or rejected.

Following the Registry's decision to register a Domain Name in the name of a particular Applicant, such Applicant will become the Registrant of such Domain Name.

#### **Article 7. Trademark Claims Period**

Trademark Claims Services shall be provided during the first 90 days following any Sunrise Phase.

#### **Article 8. Processing of Applications and Exchange of Information**

All Applications shall be submitted to, and Domain Name Registrations maintained with, the Registry by an Accredited Registrar.

The Registry shall not change the information contained in an Application submitted to it.

The Registry may request supplementary information regarding an Application from the relevant Accredited Registrar. Such requests shall be made via email or other communication media as appropriate. Under normal circumstances, the Accredited Registrar is responsible for handling and processing all Applications submitted as specified in the Registry-Registrar Agreement.

An Accredited Registrar is entitled to request Documentary Evidence from an Applicant.

### **CHAPTER 3. Domain Name Allocation; Reserved Names; Registry Reserved Names**

#### **Article 9. Domain Name Allocation for Registry Reserved Names, Registry Blocked Names, Reserved Names, and Geographic Domain Names**

9.1. The Registry shall determine at its sole discretion how and when Registry Reserved Names shall be registered and used.

9.2. Domain Names that are identical to Registry Blocked Names will be unavailable for registration.

9.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .GIVING TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of the Registry or a party indicated by the Registry.

9.4. Geographic Domain Names will be exclusively registered in the name of the Registry, unless otherwise agreed with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name in accordance with Specification 5 of the Registry Agreement, the Applicant will obtain such consents before registering, delegating or using these Domain Names (or apply to do so).

#### **Article 10. Domain Name Allocation during the Sunrise Processes**

10.1. With the exception of Domain Names that have been allocated or reserved the Registry shall effect such Domain Name Registration on a first-come, first-served basis, subject to the terms and conditions set out in this Policy. All Applications which are successfully verified in accordance with the Sunrise Process and are determined to be eligible for Registration in accordance with Article 3 of this Policy will be registered in the name of the respective Applicant.

#### **Article 11. Domain Name Allocation during General Availability**

11.1. With the exception of Domain Names that have been allocated or reserved in the context of the respective Sunrise Processes and procedures, any party meeting the respective Eligibility Requirements shall be entitled to request a Domain Name Registration with the Registry following the start of General Availability for those eligible Applicants.

11.2. The Registry shall effect such Domain Name Registration on a first-come, first-served basis, subject to the terms of this Policy. This entails that, in principle, the first Application that is

submitted by an Accredited Registrar, for which the Domain Name is determined to be eligible for Registration and that is and received by the Shared Registry System will result in a Domain Name Registration.

## **CHAPTER 4. Dispute Resolution Policies**

### **Article 12. Disputes relating to registered Domain Names**

12.1. Every Registrant acknowledges and agrees:

- that any proceedings concerning a Domain Name must be conducted before the dispute resolution providers appointed by ICANN to handle UDRP, URS and/or Trademark PDDRP proceedings. These proceedings must be handled in accordance with the relevant rules and supplemental rules adopted by these dispute resolution providers for handling such proceedings; and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP, URS and/or Trademark PDDRP against the Registrant in compliance therewith and with the relevant rules and supplemental rules.

12.2. Unless otherwise agreed by the parties to a Domain Name dispute or otherwise stated in the agreement between the Registrant and its Registrar or in the procedural rules, the language of the proceedings shall be the language of that agreement.

12.3. Any party may request from the Complaints Point of Contact further clarification or information with respect to an Application or Domain Name Registration in accordance with any procedures published on the Registry Web Site. The Complaints Point of Contact is not obliged to respond to any such request. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and power to suspend, cancel or delete an Application or Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or any remedy granted in connection with it.

12.4. Every Registrant shall fully cooperate with reasonable requests by the Registry to assist in responding to a PIC report that may be forwarded to the Registry in accordance with the PICDRP.



## **CHAPTER 5. General Provisions**

### **Article 13. Domain Name Syntax Requirements**

13.1. Every Domain Name must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen (“-”), subject to the restrictions set out below;
- the Domain Name cannot begin or end with a hyphen (“-“);
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 1 character.

13.2. 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.

### **Article 14. Term of Registration**

14.1. When registering a Domain Name, the Applicant / Registrant must select the number of years for which the Domain Name is to be registered, within the parameters set by the Registry. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the first or subsequent anniversary of such date, as applicable.

14.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

14.3. The Registry may terminate any Domain Name Registration at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

### **Article 15. Amendments**

15.1. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants or Applicants. The Registry may also issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

### **Article 16. Liability**

16.1. To the extent allowed under governing law, the Registry shall only be liable for any claim (whether contractual or non-contractual) made in connection with this Policy or the Registry's exercise of any rights contained in it or otherwise in connection with the .GIVING TLD (including without limitation the submission of any Application, the registration or use of any Domain Name or the use of the Shared Registry System or Registry Web Site), in cases where wilful misconduct or gross negligence by the Registry 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 in any way 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 Web Site, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.

16.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for any 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). 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 in accordance with Article 25 for any dispute (whether contractual or non-contractual) involving the Registry that arises from or in connection with this Policy, including without limitation any dispute related to the allocation of a Domain Name.

16.3. Applicants and Registrants shall indemnify and hold the Registry harmless from and against any claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred, or damages for which the Registry may be held liable, as a result of any third party taking action against the Registry on the grounds that an Application for, or the registration or use of, a Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality or public order, or is unlawful under applicable laws.

16.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, subsidiaries, affiliates, members, subcontractors, agents and employees.

16.5. The Registry is not a party to (and shall have no liability in respect of) any agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

16.6. Nothing herein shall operate to exclude or limit the Registry's liability for death or personal injury caused by its negligence, or any other liability that cannot be excluded or limited under applicable law.

## **Article 17. Representations and Warranties**

17.1. By submitting an Application during a Sunrise Phase, an Applicant represents and warrants that:

- the Applicant is the owner of the Eligible Trademark described in the Application, or is the assignee, or is a licensee, duly authorized by the holder of the Eligible Trademark described in the Application to use that Eligible Trademark as the basis for that Application;
- the Eligible Trademark mentioned in the Application is, and will be on the date on which the Application Data is validated by the Trademark Clearinghouse Operator in the context of a Sunrise Process, a legally valid Eligible Trademark;
- any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the procedures set out by the Trademark Clearinghouse Operator and the Registry; and
- any Documentary Evidence submitted contains complete, accurate and up-to-date information as required by the Trademark Clearinghouse Operator and/or the Registry and is not misleading or fraudulent.

17.2. Each Applicant, each party submitting a Domain Name Registration request and each Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices;
- it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests;
- the Domain Name will be used to support the mission and purpose of the .GIVING TLD and only for the proposed use set out in the Application for that Domain Name;
- the Domain Name will be delegated to the Registry's nameservers; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

17.3. By submitting an Application to the Registry, or when effecting a Domain Name Registration, the Applicant represents and warrants that:

- the Application, and therefore any Domain Name Registration that will result from it, 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;
- it shall participate in good faith in any proceedings described in this Policy commenced by or against the Applicant;
- the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the .GIVING brand, and any and all rights associated therewith, including, without limitation, intellectual property rights;
- the Registrant identified in the Application is the intended beneficiary of the Domain Name Registration; and
- neither the Domain Name nor control thereof will not be sold, distributed or transferred to any third party without the prior written consent of the Registry.

17.4. The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy;
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .GIVING TLD;
- in order to comply with: (a) applicable laws, regulations, policies, decrees; (b) the requirements of any body having jurisdiction over the Registry; (c) any decision by a competent court or administrative authority; or (d) any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; or
- to avoid any liability on behalf of the Registry, or its affiliates, subsidiaries or holding companies from time to time, or any of their respective directors, officers, employees, contractors, subcontractors or agents.

17.5. Each representation, warranty and acknowledgement in this Article 17 is separate from each other representation, warranty and acknowledgement. Each person to whom any of the foregoing articles of this Article 17 applies shall be deemed to have given every representation, warranty and acknowledgement that applies to such person, notwithstanding that such representations, warranties and acknowledgements are contained in different articles of this Article 17.

17.6. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of this Policy, including without limitation these representations and warranties.

### **Article 18. Payment of Applicable Fees Due**

If payment is required, the Registry shall only be obliged to accept an Application or to renew a Domain Name Registration (or take any other action) once it has been unconditionally paid in full in cleared funds for such service by the Accredited Registrar appointed by the Applicant or Registrant.

Payment of any fees due, for which the Applicant, and ultimately the Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar to effect payment, including where such failure results in non-registration or cancellation of the Domain Name concerned.

### **Article 19. Notices**

All notices to be given by the Registry hereunder shall be given in writing sent to the email address of the Registrant, as provided to the Registry in the Application or Domain Name Registration. Such notice shall be deemed to have been given 30 minutes after it is sent by the Registry.

All notices to be given to the Registry hereunder shall be given in paper form or by email to such email address as shall be notified on the Registry Website for this purpose.

Any notice shall be deemed to have been properly given: (i) if in paper form, when delivered in person or via courier service with confirmation of receipt obtained; or (ii) if by email, upon confirmation of receipt by the Registry's email server. If an email to the Registry is delivered out of business hours in the Registry's location, then the email shall be deemed to have been received at 9 am on the next business day in that location.

### **Article 20. Assignment**

Unless expressly provided for otherwise herein, no Applicant, Registrant or other party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

The Registry may assign this Agreement at any point in time.

#### **Article 21. Severability**

If any provision of this Policy or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, and, to the extent incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

#### **Article 22. Waiver**

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party giving such waiver, and shall take effect in respect of the specific instance only. No waiver of any right shall be deemed to be a waiver of any future exercise of the same right or any other right arising under this Policy. 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.

#### **Article 23. Compliance with Law**

No party subject to this Policy will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any law, decree, rules or regulation, or would have the effect of causing another such party to be in violation thereof in carrying out or complying with the terms and conditions set out herein.

#### **Article 24. Language**

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

#### **Article 25. Applicable Law; Jurisdiction**

This Policy, as amended from time to time, will be governed by the laws of England

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy (whether contractual or non-contractual) shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbitrators, one selected by each of the parties and the third to be selected by the mutual agreement of the first two arbitrators. The place of arbitration shall be London, England and the arbitration language shall be English. Any arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without prejudice to any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of England

**CHAPTER 6. Annexes**

**Annex 1: Registry Reserved Names**

App  
Campaign  
Cash  
Celebratory  
Charity  
Community  
Company  
Corporate  
Crowdfunder  
Crowdfunding  
Direct  
Donate  
Donatebox  
Easy  
Event  
Fundraise  
Fundraiser  
Gave  
Giftaid  
Giftcard  
Giving  
Idea  
Ilove  
Inmemory  
Inneed  
Just  
Justgiving  
Mobile  
Money  
More  
Morethan  
Payroll  
People  
Petition  
Probono  
Quick  
Regular  
Simple  
Social  
Team  
Volunteering  
Web



## **Annex 2: Reserved Names**

<https://www.icann.org/resources/pages/reserved-2013-07-08-en>

### **Annex 3: Eligibility Requirements and Criteria**

All Applications and each proposed use for a Domain Name set out therein, must be consistent with the mission and purpose of the Registry's business and the .GIVING TLD, which includes promoting and facilitating giving for good causes.