.FOREX

SUNRISE REGISTRATION POLICY

The Registry has developed and adopted this Sunrise Registration Policy (the "Policy") which is to be read together with other Registry Policies, the Registry-Registrar Agreement, the Registration Agreement, the Registry Agreement and all applicable ICANN policies during the Sunrise Period, as amended from time to time. Unless the context or the Definitions for Policies document published on the Registry Website otherwise require, defined terms used in this Policy shall have the same meanings given to them in the Registry-Registrar Agreement.

The Registry will offer a 31 day Sunrise Period as a rights protection mechanism for qualifying mark holders before domain name registration is made available to the general public. This Sunrise Period is designated as a "Start Date" Sunrise structure

PLEASE READ THIS POLICY CAREFULLY. BY ACCESSING OR USING THE REGISTRY SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHALL NOT ACCESS OR USE THE REGISTRY SERVICES.

1. SUNRISE REGISTRATION PERIOD

During the Sunrise Period, only those holders of Signed Mark Data ("SMD") Files obtained through registration with the Trademark Clearing House ("TMCH") will be authorized to submit Sunrise registrations. Successful Sunrise registrations will be allocated in the TLD on a First-Come First-Serve basis. All Sunrise registrations will be subject to the terms and conditions set forth herein, along with such other terms and conditions that may be found in the applicable Registry Policies, the Registry Agreement, the Registry-Registrar Agreement and the Registration Agreement. For information on the "Start-Date" of the Sunrise period for each TLD string visit the Registry Website.

2. EGISTRATION PROCESS OVERVIEW

The following process applies to Sunrise registrations:

2.1   SMD Files submitted during Sunrise are validated by the Registry. Sunrise registrations missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry.

2.2   Domain names for which a valid Sunrise registration has been received that (1) meet the Sunrise registration eligibility criteria described herein and (2) were submitted in accordance with the Registry Policies, ICANN Requirements, and the Registry-Registrar Agreement, will be created during the "start-date" Sunrise period.

3. SUNRISE REGISTRATIONS

Applications for Sunrise registrations may only be submitted by the Registrar.

3.1   The Sunrise registration phase is defined as a 30 day "Start-Date" Sunrise.

3.2   Start-Date registrations are on a first-come first serve basis

3.3   The Trademark Claims Service follows Sunrise for the first 90 days of the General Availability.

3.4   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.

3.5   Domain names registered during the Sunrise Period will be locked until the beginning of the General Availability Phase.

4. FEES

4.1   Sunrise Applicants (prospective Registrants) must pay the Sunrise Fee as part of the domain name registration.

4.2   The renewal fee for a Sunrise registration is the same as the Renewal Fee for a General Availability registration.

4.3   Domain names held by the Registry on its Premium and Reserved Domain Names Lists or on the ICANN SLD Block List are not available for registration during Sunrise. The Registrar may request the Reserved Domain Names list and Premium Domain Names list from the Registry's account manager in PDF or .csv format.

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5. ELIGIBLE APPLICATIONS

The Registry will create a domain name registration and allocate the domain name to the Applicant if:

5.1   Domain name meets the requirements set forth in the TLD's General domain name Registration Policy;

5.2   Domain name and the information contained in the Sunrise Accredited Registrar's request meet the requirements in the Registry-Registrar Agreement;

5.3   Domain name is available, and is not a Reserved Name, or domain name appearing on the on the ICANN SLD block list, for as long as ICANN maintains those names on the block list;

5.4   Applicant is eligible to register the applied-for domain name; in accordance with the Registry's Sunrise registration Policy and the TMCH Guidelines, and has submitted a valid SMD File where the requested name is consistent with the mark label in the SMD File;

5.5   The required Sunrise Registration Fee has been paid to the Sunrise Accredited Registrar; and

5.6   The Sunrise Accredited Registrar is in good credit standing with the Registry.

6. THE REGISTRY'S RIGHTS REGARDING SUNRISE REGISTRATIONS

The Registry shall be entitled, but not obligated, to reject a Sunrise Application or to delete, revoke, cancel, suspend or transfer a Sunrise Registration:

6.1   To enforce Registry policies and ICANN Requirements, each as amended from time to time;

6.2   In cases where a domain name application is not accompanied by complete and accurate information, or where required, information is not updated or corrected, as required by ICANN Requirements or Registry policies;

6.3   To protect the integrity and stability of the operation or management of the Registry;

6.4   To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

6.5   To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

6.6   To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;

6.7   If the Registry receives notice that the SMD File is under dispute; or

6.8   As otherwise provided in the Registrar terms and conditions or Registry-Registrar Agreement.

6.9   Following an occurrence of any of the prohibited activities described in violation of the Registry's Acceptable Use Policy.