

## Trademark Clearinghouse

### Rights Protection Mechanism Requirements

The purpose of the Trademark Clearinghouse is to facilitate the Sunrise Services and Claims Services (each as defined below, and collectively, the “**Services**”). These Trademark Clearinghouse Rights Protection Mechanism Requirements (these “**TMCH Requirements**”) are the rights protection mechanisms related to the Trademark Clearinghouse specified in Section 1 of Specification 7 to the Registry Agreement between ICANN and Registry Operator (as such term is defined therein) (the “**Agreement**”). These TMCH Requirements are part of the Agreement and each Registry Operator must comply with these TMCH Requirements, subject to the terms and conditions of the Agreement. All capitalized terms used herein that are not otherwise defined have the meaning given to such terms in the Agreement.

The Services were developed by the community with the goal of providing protection for verified legal rights. The Sunrise and Trademark Claims sServices have been implemented in accordance with this goal. Registry Operator has discretion to implement its TLD startup phases in accordance with its own business and operational models, so long as the minimum requirements contained in and the objectives of, these TMCH Requirements are met.

The terms MAY, MUST, MUST NOT, SHOULD and SHOULD NOT are used in accordance with RFC 2119, which is available at <http://www.ietf.org/rfc/rfc2119.txt>.

#### 1. ~~Testing and~~ Credentials and Testing.

##### ~~1.1~~ **Testing.**

~~1.1.1.1~~ Following execution of the Agreement, Registry Operator (or its designated registry services provider, if applicable), MUST complete integration testing (“**Integration Testing**”) for the TLD with the entity appointed by ICANN to interact with the registries for the sunrise and claims processes (the “**TMCH Sunrise and Claims Operator**”). The scope and substance of such Integration Testing will be determined by the TMCH Sunrise and Claims Operator. Registry Operator MUST notify the TMCH Sunrise and Claims Operator of the date that Registry Operator would like to commence ~~Testing, provided that the TMCH Sunrise and Claims Operator will have discretion to assign the Testing dates. Once scheduled, the Testing for Registry Operator will be available for a period of fourteen (14) consecutive calendar days following the scheduled commencement date of~~

~~the~~Integration Testing. The TMCH Sunrise and Claims Operator will assign the dates for such Integration Testing providing preference to registry operators (i) based on the date of execution of their respective registry agreements and priority numbers (as such priority was previously determined through ICANN’s prioritization draw) and (ii) otherwise in conformance with ICANN-specified procedures. The TMCH Sunrise and Claims Operator will issue temporary testing credentials (i.e. user name and password) for each Registry Operator for access to a separate database designed for testing (the “Testing Database”). The TMCH Sunrise and Claims Operator may waive the Integration Testing requirement set forth in these Requirements for the TLD if Registry Operator (or its designated registry services provider, if applicable) previously successfully completed Integration Testing with the TMCH Sunrise and Claims Operator.

1.2 Following completion of Integration Testing, ICANN will (either itself or through the TMCH Sunrise and Claims Operator) provide Registry Operator with credentials (i.e. user name and password) for access to the Services. If applicable, such credentials may be used by Registry Operator’s registry services provider to access the Services.

1.3 Following completion of Integration Testing, Registry Operator MAY use the Testing Database to conduct other testing functions beyond the Integration Testing for as long as the Testing Database is made available by the TMCH Sunrise and Claims Operator.

~~1.1.21.4 Registry Operator MUST only allow rRegistrars who have~~will be required to completed Testing to sponsor the rInteg~~istration of domain names during the Sunrise Period (as defined in Section 2.2.1 hereof) and Claims Period (as defined in Section 3.2.1 hereof) (including, if applicable, a Limited Registration Period (as defined in Section 3.2.4 hereof))~~Testing prior to accessing the Services. Registrars ~~are~~will be expected to notify the TMCH Sunrise and Claims Operator of the date that the applicable registrar would like to commence ~~Testing, provided that the TMCH Sunrise and Claims Operator will have discretion to assign the Testing dates. Once scheduled, the Testing for the applicable registrar will be available for a period of fourteen (14) consecutive calendar days following the scheduled commencement date of the~~Integration Testing. The TMCH Sunrise and Claims Operator will assign the dates for such Integration Testing (i) providing, to the extent practicable, preference to registrars that have

executed registry-registrar agreements with registry operators for new gTLDs that have completed or are then undergoing Integration Testing and (i) otherwise in conformance with ICANN-specified procedures. The TMCH Sunrise and Claims Operator will issue ~~temporary~~testing credentials for each registrar for access to the Testing Database.

1.5 Registry Operator MUST NOT accept a Sunrise Registration (as defined in Section 2 below) or Claims Registration (as defined in Section 3 below) from any registrar that has not completed Integration Testing. ICANN and the TMCH Sunrise and Claims Operator will maintain a list of registrars that have completed Integration Testing and make such list available to Registry Operator either through ICANN's website or the Trademark Clearinghouse's website. Such list will be updated by ICANN on a daily basis.

## **1.2 Credentials.**

~~1.2.1 Following execution of the Agreement, ICANN will provide Registry Operator with credentials (i.e. user name and password) for access to the Services.~~

~~1.2.2 Following acceptance of the Terms of Service (as defined below), ICANN will provide registrars with credentials for access to the Services.~~

2. **Sunrise Period.** The Trademark Clearinghouse will provide various services to facilitate the Sunrise Periods (as defined below) of new gTLD registries (the “**Sunrise Services**”). One of the Sunrise Services is to allow holders of marks (~~such marks,~~ “**Trademark Records Holders**”) that have been verified by the Trademark Clearinghouse (such marks, “**Trademark Holders Records**”) ~~and, if necessary, who have established proof-of-use for such marks (such and have met the eligibility requirements for Sunrise as verified by the Trademark Holders who have also established proof-of-use,~~ Clearinghouse (“**Sunrise-Eligible Rights Holders**”) an opportunity to register domain names in new gTLD registries prior to the launch of General Registration (as defined below) or any Limited Registration Period of domain names in the registry (“**Sunrise Registrations**”). For purposes of these TMCH Requirements, “**General Registration**” in a TLD is deemed to occur on the first day following the Sunrise Period in which domain names are generally available to all registrants that are qualified to register domain names within the TLD.

### **2.1 Notice of Sunrise Registration Periods.**

- 2.1.1 Registry Operator MUST provide the following information to ICANN and the TMCH Sunrise and Claims Operator at least thirty (30) calendar days in advance of the date the ~~registry's~~ Sunrise Period for the TLD is scheduled to begin (collectively, the “**TLD Startup Information**”):
- 2.1.1.1 Confirmation that ~~the~~ Registry Operator has completed Integration Testing.
  - 2.1.1.2 Start date and duration for the Sunrise Period, ~~as such start date is assigned by, and duration is communicated to, and confirmation that~~ the TMCH Sunrise and Claims Operator has accepted such start date and duration prior to Registry Operator providing the TLD Startup Information.
  - 2.1.1.3 The complete Sunrise registration policies for the TLD.
  - 2.1.1.4 Start date and duration for all Limited Registration Periods, if any, ~~as such start date is assigned by, and duration is communicated to, the TMCH Sunrise and Claims Operator.~~
  - 2.1.1.5 Start date and duration for the Claims Period, ~~as such start date is assigned by, and duration is communicated to, the TMCH Sunrise and Claims Operator.~~
- 2.1.2 Registry Operator MUST submit its TLD Startup Information to ICANN at the following email address <address>. ICANN and the TMCH Sunrise and Claims Operator will not undertake a substantive review of the TLD Startup Information, other than to confirm compliance with the requirements of these TMCH Requirements.
- 2.1.3 ~~If~~ Except as described in Sections 2.2.3, if Registry Operator makes any changes to any Sunrise related information contained in its TLD Startup Information, Registry Operator MUST provide ICANN with updated TLD Startup Information. If such updated TLD Startup Information changes the start date or duration for the Sunrise Period, ~~any Limited Registration Period, or Claims Period,~~ Registry Operator must ~~comply with the thirty~~ provide ICANN and the TMCH Sunrise and Claims Operator with ten (30) calendar days advance written

notice ~~requirements in Section 2.1.1 hereof~~ of such changes before initiating the rescheduled period. However, TLD Criteria described in Sections 2.1.1.3 hereof MUST NOT be changed during the pendency of a Sunrise ~~p~~Period.

2.1.4 Registry Operator MUST NOT submit TLD Startup Information to ICANN prior to the date of first delegation of ~~its~~the TLD ~~(as defined in the Agreement)~~to nameservers designated by Registry Operator into the root~~\_~~zone.

## 2.2 Duration and Timing of Sunrise Period.

2.2.1 Registry Operator MUST provide the Sunrise Services for a minimum of thirty (30) calendar days prior to General Registration (as defined below) or any Limited Registration Period in the TLD (the “**Sunrise Period**”). Registration of domain names in the TLD during the Sunrise Period MUST be restricted to Sunrise-Eligible Rights Holders.

2.2.2 Registry Operator MAY provide Sunrise Services for a period in excess of thirty (30) calendar days, so long as the duration of the Sunrise Period is detailed in its TLD Startup Information.

2.2.3 Following commencement of the Sunrise Period, including any extensions thereto, Registry Operator MAY NOT shorten the duration of the Sunrise Period, but it MAY extend the duration of the Sunrise Period by providing updated TLD Startup Information to ICANN and the TMCH Sunrise and Claims Operator at least ~~three~~four (~~34~~) calendar days prior to the effective date of the extension.

2.2.4 Registry Operator MUST NOT allow a domain name to be ~~reserved~~allocated (i.e. assigned, designated or otherwise earmarked) or registered in the TLD to a registrant ~~who~~that is not a Sunrise-Eligible Rights Holder with a valid SMD (as provided in 2.4.1 below) prior to the conclusion of the Sunrise Period.

## 2.3 Sunrise Eligibility Requirements.

2.3.1 Registry Operator MAY impose the following types of restrictions to register a domain name in ~~its~~the TLD, ~~provided that such~~ and may establish ~~registrations are imposed equally in the policies concerning the allocation of~~ Sunrise ~~Period, any Limited-Registrations~~ Period and

~~the Claims Period, as applicable~~ (collectively “TLD Criteria”):

2.3.1.1 Registry Operator MAY ~~define a purpose related to the TLD for~~ applying restrictions relating to the underlying rights of a Trademark Record related to the purpose of the TLD (e.g., restrictions on the class of goods or jurisdiction of the Trademark Record that are related to the TLD).

2.3.1.2 Registry Operator MAY specify requirements that are not related to the scope of mark rights, provided that such requirements are imposed consistently in the Sunrise Period, any Limited Registration Period and during General Registration (e.g., if the TLD is restricted by Registry Operator to allow registrations only to members of a particular industry or community, then Registry Operator MAY also impose such registration restriction on Sunrise Registrations).

~~2.3.1.3 If Registry Operator is operating a community-based TLD, as evidenced by the Agreement, Registry Operator MUST apply any community-based eligibility requirements during the Sunrise Period.~~

~~2.3.1.4 If Registry Operator has submitted any public interest commitments pursuant to Section 2.17 of the Agreement, Registry Operator MUST apply such public interest commitments during the Sunrise Period.~~

~~2.3.1.5~~ 2.3.1.3 Registry Operator MAY require that the information in a Signed Mark Data (“SMD”) for a potential Sunrise Registration match the applicable Whois record for the registrant for the registered domain name.

~~2.3.1.6~~ 2.3.1.4 Registry Operator MAY impose limited date restrictions of up to one (1) year to prevent gaming of ~~the~~ Registry Operator’s Sunrise Period, relating to the date that a trademark underlying a Trademark Record or other applicable record was registered, court validated or protected by statute or treaty ~~(e.g., a Registry Operator may choose to not accept Sunrise Registrations based on~~

~~trademarks issued after a certain date).~~

2.3.2 If any information necessary to satisfy the TLD Criteria is not part of the SMD, Registry Operator MUST cooperate with Sunrise-Eligible Rights Holders to allow Sunrise-Eligible Rights Holders to provide information necessary to satisfy the TLD Criteria.

2.3.3 If Registry Operator is operating a community-based TLD, as evidenced by the Agreement, Registry Operator MUST apply all community-based eligibility requirements during the Sunrise Period; provided, however, that Registry Operator MAY allow blocking or defensive registrations of domain names by Sunrise-Eligible Rights Holders that do not meet the community-based eligibility requirements if such domain names are not activated at any time in the DNS and such registrants are advised of such restriction.

2.3.4 If Registry Operator has submitted any public interest commitments pursuant to Section 2.17 of the Agreement, Registry Operator MUST apply such public interest commitments to all registrations in the TLD.

~~2.3.3~~2.3.5 Other than as specified in Section 2.3.1 above, Registry Operator MUST NOT impose ~~special “Sunrise Period-only”~~ restrictions that apply only to Sunrise Registrations where there are no corresponding ~~registration—~~restrictions in Limited Registration Periods or General Registration, except in the case of Section ~~2.3.1.6~~2.3.1.4 or a restriction related to the SMD requirement specified in Section 2.4.1 hereof.

~~2.3.4~~2.3.6 Registry Operator MUST provide a mechanism to resolve disputes regarding its registration of Sunrise Registrations. Each Registry Operator MUST develop a Sunrise Dispute Resolution Policy (“SDRP”), which will allow challenges to Sunrise Registrations related to Registry Operator’s registration policies and allocation methodologies, including on the grounds that the domain name that was registered does not match the SMD Trademark Record on which the Eligible Rights Holder based its Sunrise Registration (pursuant to the matching rules established by the Trademark Clearinghouse). Registry Operator MUST provide prompt notice of the outcome of an SDRP proceeding to the affected parties. To the extent applicable,

ICANN MUST use commercially reasonable efforts to ensure that the TMCH Sunrise and Claims Operator cooperates with Registry Operator in effectuating Registry Operator's SDRP.

## 2.4 ~~Allocation~~Registration Mechanisms.

~~2.4.1 Registry Operator MUST give equal treatment to all requests for Sunrise Registrations for which a Sunrise-Eligible Rights Holder has a valid SMD and meets the Registry Operator's TLD Criteria for registration in the TLD during a Sunrise Period.~~

~~2.4.2~~2.4.1 Registry Operator MUST only register domain names during or in connection with the Sunrise Period if a valid SMD from the Sunrise-Eligible Rights Holder matching the applied for domain name was provided and the validation procedures described in the Functional Specification (as defined below) were performed.

~~2.4.3~~2.4.2 If Registry Operator ~~wishes to~~has implemented IDN variant ~~or bundling rules, domain names allocated under such~~registration policies for the TLD. Registry Operators MAY register IDN variant ~~or bundling rules MUST NOT be allocated prior to the conclusion of~~labels generated from a label included in a valid SMD during the Sunrise Period, ~~but MAY be allocated in~~provided that (i) such IDN variant registration policies are based on the Registry Operator's published IDN tables for the TLD and (ii) such policies are imposed consistently in the Sunrise Period, any Limited Registration Period, Claims Period ~~or and during~~ General Registration, ~~subject to any restrictions contained therein.~~

~~2.4.4 Pursuant to Section 2.6 of the Agreement, Registry Operator MAY establish policies concerning the reservation or blocking of additional domain names within the TLD at its discretion. However, if, at any time following the conclusion of the Sunrise Period, such domain names are later released from such reservation or blocking, then those domain names MUST be subject to the Claims Services specified in Section 3 hereof.~~

2.4.3 If Registry Operator reserves domain names from registration during the Sunrise Period in accordance with Section 2.6 of the Agreement and Specification 5 of the Agreement, then, if any such domain name is

later made available at any time following the conclusion of the Sunrise Period, such domain name MUST be subject to the Claims Services specified in Section 3 hereof as long as the Trademark Clearinghouse (or any ICANN-designated successor thereto) remains in operation.

2.4.4 Registry Operator may not allocate or register any domain names related to a Limited Registration Period, until Registry Operator has completed all allocations and registrations related to the Sunrise Period.

2.5 **Sunrise Technical Specifications.**~~2.5.1~~ Registry Operator MUST implement the Sunrise Services in accordance with the functional specifications referenced in ~~Section 1.1.1~~ of the Terms of Service (as defined below) (the “**Functional Specifications**”).

~~2.5.2 In the Registry-Registrar Agreement applicable to the TLD, Registry Operator MUST require registrars to comply with the Functional Specifications.~~

~~2.5.3 The SMD validation validity period referenced in the Functional Specifications will be forty five (45) calendar days.~~

3. **Claims Period.** The “**Claims Services**” provide both (i) a notices to potential domain name registrants that a domain name they are seeking to register in a TLD matches a Trademark Record of a Trademark Holder that has been verified by the Trademark Clearinghouse (a “**Claims Notice**”) and (ii) ~~a n~~ Notices to Trademark Holders when a domain name matching their Trademark Record that have been verified by the Trademark Clearinghouse is actually of rRegistered Names (NORN) (as such term is defined in the Functional Specifications). The Claims Notice is intended to provide clear notice to the prospective domain name registrant of the scope of the Trademark Holder’s rights. A copy of the Claims Notice form is attached hereto as Exhibit A (the “**Claims Notice Form**”) and an example of a completed Claims Notice Form is attached hereto as Exhibit B. The Claims Notice Form defines the elements of the “**Claims Notice Information**” received from the TMCH Sunrise and Claims Operator’s Claims Notice Information Service (“**CNIS**”) that MUST be shown by the registrar to the potential domain name registrant. All Claims Notices MUST contain all of the Claims Notice Information to be valid. A potential domain name registrant may complete the domain name registration following the receipt of a Claims Notice (a “**Claims Registration**”). NORNs are provided by the Trademark Clearinghouse.

### 3.1 **Notice of Claims Period and Limited Registration Periods.**

- 3.1.1 Registry Operator MUST provide ICANN with the start date and duration of its Claims Period as part of its TLD Startup Information in accordance with Section 2.1.1 hereof. Registry Operator MUST also provide ICANN with the start date(s) and duration(s) of any Limited Registration Period, if any, as part of its TLD Startup Information in accordance with Section 2.1.1 hereof.
- 3.1.2 If Registry Operator makes any changes to the TLD Startup Information contained in Sections 2.1.1.4 or 2.1.1.5 hereof prior to the start of the applicable Limited Registration Period or Claims Period, Registry Operator must ~~comply with the thirty~~provide ICANN and the TMCH Sunrise and Claims Operator at least four (304) calendar days notice ~~requirements in Sections 3.1.1 and 3.1.2 hereof~~ before initiating a rescheduled Limited Registration Period or Claims Period to which such change relates.

### 3.2 **Duration and Timing of Claims Period, Qualified Registry Launch Programs and Limited Registration Periods.**

- 3.2.1 Registry Operator MUST provide the Claims Services for at least the first ninety (90) calendar days of General Registration (the “**Claims Period**”). The Sunrise Period and the Claims Period MUST be two distinct phases. The Sunrise Period and the Claims Period MAY NOT overlap.
- 3.2.2 Registry Operator MAY provide Claims Services for a period in excess of ninety (90) calendar days, so long as the duration of the Claims Period is detailed in its TLD Startup Information.
- 3.2.3 Following commencement of the Claims Period, including any extensions thereto, Registry Operator MAY NOT shorten the duration of the Claims Period, but it MAY extend the duration of the Claims Period by providing updated TLD Startup Information to ICANN and the TMCH Sunrise and Claims Operator at least ~~three~~four (34) calendar days prior to the effective date of the extension.
- 3.2.4 Registry Operator MAY establish additional periods during which it will accept limited domain name registrations following the Sunrise

Period but prior to General Registration ~~to domain name registrants who are not Sunrise-Eligible Rights Holders~~ (a “**Limited Registration Period**”); ~~provided, however, that all aspects of the Claims Services MUST be implemented during any such Limited Registration Period in the same manner as the Claims Period.~~ The Sunrise Period, ~~any Limited Registration Period(s)~~ and the Claims Period MUST be at least ~~three~~two distinct phases. The Sunrise Period, and a Limited Registration Period ~~and the Claims Period~~ MAY ~~NOT~~ overlap.

3.2.5 If a Registry Operator decides to offer a Limited Registration Period, ~~the~~ Registry Operator MUST provide the Claims Services during the entire Limited Registration Period in addition to the standard Claims Period. For the avoidance of doubt, the first ninety (90) calendar days of General Registration must employ the Claims Services, regardless of any other registration period prior to the start of General Registration.

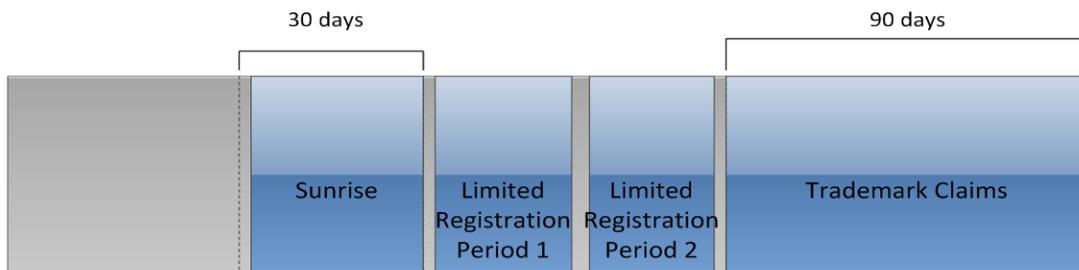
3.2.6 Following commencement of a Limited Registration Period, including any extensions thereto, Registry Operator MAY shorten or extend the duration of the Limited Registration Period by providing updated TLD Startup Information to ICANN and the TMCH Sunrise and Claims Operator at least ~~three~~four (~~34~~) calendar days prior to the effective date of the ~~extension~~change.

~~3.2.7 The following diagram illustrates the timing of the Sunrise Period, Limited Registration Periods and the Claims Period.~~

Without Limited Registration Periods



With Limited Registration Periods



### 3.3 Claims Notices.

3.3.1 ~~In the Registry-Registrar Agreement applicable to the TLD, Registry Operator MUST require registrars to~~[that have accepted the Terms of Service must](#) comply with the following obligations in relation to the Claims Services:

3.3.1.1 Registrars MUST only query the CNIS for domain names that have been applied for by a potential domain name registrant, and may not query the CNIS for any other purpose.

3.3.1.2 Registrars MUST, after acquiring Claims Notice Information from the CNIS, clearly and conspicuously display the Claims Notice, containing the Claims Notice Information, to the potential domain name registrant and inquire as to whether the potential domain name registrant

wishes to continue with the registration. The Claims Notice MUST be provided by the registrar at the time of potential registration in real time, without cost to the prospective domain name registrant, and must be in the form specified in the Claims Notice Form. The Claims Notice must require an affirmative confirmation by the potential domain name registrant to continue with the registration (i.e. acceptance box should not be pre-checked). The Claims Notice MUST be provided by the registrar to the potential domain name registrant in English and SHOULD be provided by the registrar to the potential domain name registration in the language of the registration agreement.

3.3.1.3 Registrars MUST NOT provide a Claims Notice ID (as defined in the Functional Specifications) to Registry Operator without having satisfied the obligations contained in Section 3.3.1.2 hereof.

3.3.2 Registry Operator MUST NOT query the CNIS, [except through any testing environment established by the TMCH Sunrise and Claims Operator.](#)

#### 3.4 **Claims Services Technical Specifications.**

3.4.1 Registry Operator MUST implement the Claims Services in accordance with the Functional Specifications.

3.4.2 ~~In the Registry-Registrar Agreement applicable to the TLD, Registry Operator~~that have accepted the Terms of Service MUST ~~require registrars to~~ comply with the Functional Specifications in implementing the Claims Services.

~~3.4.3 The TCN-Ack validity period referenced in the Functional Specifications is forty five (45) calendar days.~~

### 4. **General Requirements.**

#### 4.1 **Matching.**

4.1.1 For purposes of the Sunrise Services and Claims Services, matching domain name labels will be generated for each Trademark Record in

accordance with the Trademark Clearinghouse's domain name matching rules and made available to Registry Operator on the Domain Name Label List mentioned in the Functional Specifications.

4.1.2 Registry Operator MAY implement additional matching rules at the TLD level, provided that the Claims Services are still implemented for any Claims Registration satisfying such additional matching rules. <sub>3</sub>

4.1.3 During the Claims Period, if Registry Operator has established IDN variant policies for allocation of domain names in the TLD, Registry Operator must check all labels in a variant set against the Domain Name Label List for Trademark Claims before any domain names in the set are registered.

#### 4.2 Support Services.

4.2.1 Registry Operator ~~MUST~~SHOULD utilize the various non-interactive resources provided by ICANN and the TMCH Sunrise and Claims Operator, such as FAQs, webinars and user guides, prior to initiating any in-person request for support.

4.2.2 Registry Operator MAY ~~appoint~~obtain up to five (5) individuals ~~that~~account credentials through which Registry Operator will be able to interact with the TMCH Sunrise and Claims Operator for support (“Authorized Users”).

4.2.3 ~~In the Registry-Each Registrar Agreement applicable to the TLD, Registry Operator MUST prevent registrars from appointing more than~~that accepts the Terms of Service MAY obtain up to five (5) Authorized Users account credentials through which such Registrar will be able to interact with the TMCH Sunrise and Claims Operator for support.

4.3 **Terms of Service.**~~4.3.1~~ Registry Operator and Registrars MUST read and accept the terms of service developed by ICANN and the TMCH Sunrise and Claims Operator for access to the Services (the “Terms of Service”) prior to utilizing any of the Services, including Integration Testing. The Terms of Service are available at <LINK>, which may be revised from time to time, but will not alter these TMCH Requirements and no such revisions shall be retroactively applicable.

4.4 **Service Levels.** ICANN MUST use commercially reasonable efforts to ensure that the TMCH Sunrise and Claims Operator provides the Services in accordance with its contractual commitments to ICANN, including providing Registry Operator and applicable Registrars with the support services specified in such commitments and as contemplated by Section 4.2 of these Requirements. In addition, ICANN will use commercially reasonable efforts to maintain reasonable support resources to respond to inquiries or comments of Registry Operator related to these Requirements and the TMCH Sunrise and Claim Operator’s performance of the Services.

~~4.3.2 Registry Operator MUST require its Registrars to read and accept the Terms of Service prior to utilizing any of the Services, including Testing.~~

**4.4 Payment.**

~~4.4.1 Registry Operator MUST pay ICANN a one-time setup fee of five thousand dollars (\$5,000 USD) for access to and use of the Services, which shall be accrued upon the signing of the Agreement. ICANN will then pass this payment through to the TMCH Sunrise and Claims Operator.~~

~~4.4.2 Registry Operator MUST pay ICANN thirty cents (\$0.30 USD) per Sunrise Registration and Claims Registration (including any Claims Registrations during a Limited Registration Period), which shall be accrued upon the applicable registration date. ICANN will then pass this payment through to the TMCH Sunrise and Claims Operator.~~

~~4.4.3 ICANN will invoice the Registry Operator quarterly for the fees described in Sections 4.4.1 and 4.4.2 hereof (the “**TMCH Fees**”). All TMCH Fees are exclusive of applicable taxes. Payment of the applicable TMCH Fees related thereto will be due from the Registry Operator upon receipt of the invoice from ICANN in USD by wire transfer of immediately available funds or other electronic means acceptable to ICANN, in each case, to an account specified by ICANN, within the time specified in Section 6.1 of the Agreement (the “**Payable Date**”).~~

~~4.4.4 If any payments or portions thereof are not received by ICANN within thirty (30) calendar days after the Payable Date, the Registry Operator~~

~~MUST pay ICANN a late fee (the “Late Fee”) for each day between and including the thirtieth day after the Payable Date and the date ICANN receives such late payment in full. The amount of the Late Fee will be invoiced to the Registry Operator. The Late Fee will be based on a rate equal to the lesser of (a) one and a half percent (1.5%) of the amount of such payment that is late per thirty days or portion thereof, or (b) the maximum amount permissible by applicable law.~~

#### ~~4.5 Changes.~~

~~4.5.1 These TMCH Requirements may be revised by ICANN to reflect material changes following a thirty (30) calendar day public comment period. ICANN will notify Registry Operator of any such changes.~~

~~4.5.2 These TMCH Requirements may be revised by ICANN to reflect administrative changes. ICANN will notify Registry Operator of any such changes.~~

~~4.5.3 Registry Operator MUST comply with any changes in accordance with this Section 4.5 within thirty (30) calendar days of such changes becoming effective.~~

~~4.5.4 In the Registry-Registrar Agreement applicable to the TLD, Registry Operator MUST require its registrars to comply with any changes in accordance with this Section 4.5 within thirty (30) calendar days of such changes becoming effective.~~

#### ~~4.6 Audits.~~

~~4.6.1 Registry Operator MUST cooperate with compliance audits in relation to its compliance with these TMCH Requirements, which audits shall be conducted in accordance with Section 2.11 of the Agreement.~~

~~4.6.2 In the Registry-Registrar Agreement applicable to the TLD, Registry Operator MUST require registrars to cooperate with compliance audits in relation to their compliance with these TMCH Requirements, which audits shall be conducted in accordance with the terms and conditions of the Registrar Accreditation Agreement.~~

~~4.6.3 In the Registry-Registrar Agreement applicable to the TLD, Registry Operator MUST require registrars to collect and store a domain name~~

~~registrant's IP address for at least one hundred eighty (180) calendar days following the date of the Sunrise Registration or Claims Registration.~~

Exhibit A

**TRADEMARK NOTICE**

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

You may or may not be entitled to register the domain name depending on your intended use and whether it is the same or significantly overlaps with the trademarks listed below. Your rights to register this domain name may or may not be protected as noncommercial use or “fair use” by the laws of your country. [in bold italics or all caps]

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and service for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following [number] marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName>  
Jurisdiction: <tmNotice:jurDesc>  
Goods and Services: <tmNotice:goodsAndServices>  
International Class of Goods and Services or Equivalent if applicable:  
<tmNotice:classDesc>  
Trademark Registrant: <tmNotice:holder>  
Trademark Registrant Contact: <tmNotice:contact>

[This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:](#)

[Decision Number:](#)  
[UDRP Provider:](#)

2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark

Registrant: Trademark Registrant Contact

[For more information concerning the records included in this notice, see <link to informational page>.](#)

Exhibit B

**TRADEMARK NOTICE**

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

***You may or may not be entitled to register the domain name depending on your intended use and whether it is the same or significantly overlaps with the trademarks listed below. Your rights to register this domain name may or may not be protected as noncommercial use or "fair use" by the laws of your country.***

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and service for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following marks are listed in the Trademark Clearinghouse:

1. Mark: Example One  
Jurisdiction: UNITED STATES OF AMERICA  
Goods and Services:  
Bardus populorum circumdabit se cum captiosus populum.  
Smert populorum circumdabit se cum captiosus populum qui eis differimus.  
International Class of Goods and Services or Equivalent if applicable:  
35 - Advertising; business management; business administration.  
36 - Insurance; financial affairs; monetary affairs; real estate.  
Trademark Registrant:  
Organization: Example Inc.  
Address: 123 Example Dr.  
City: Reston  
State: VA  
Postal Code: 20190  
Country: US  
Trademark Registrant Contact:  
Name: Joe Doe  
Organization: Example Inc

Address: 123 Example Dr Suite 100  
City: Reston  
State: VA  
Postal Code: 20190  
Country: US  
Phone: +1.7035555555x4321  
Email: jdoe@example.com

2. Mark: Example-One  
Jurisdiction: BRAZIL  
Goods and Services:

Bardus populorum circumdabit se cum captiosus populum.  
Smert populorum circumdabit se cum captiosus populum qui eis  
differimus.

Trademark Registrant:

Organization: Example S.A. de C.V.  
Address: Calle conocida #343  
City: Conocida  
State: SP  
Postal Code: 82140  
Country: BR

Trademark Registrant Contact:

Name: Jane Doe  
Organization: Example S.A. de C.V.  
Address: Calle conocida #343  
City: Conocida  
State: SP  
Postal Code: 82140  
Country: BR  
Phone: +55-21-5555-5555x4321  
Email: jdoe@example.com

[This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:](#)

[Case No: D2003-0499](#)

[UDRP Provider: WIPO](#)

[1. Mark: One Inc.](#)

[Jurisdiction: AR](#)

[Goods and Services: Bardus populorum circumdabit se cum captiosus populum. Smert populorum circumdabit se cum captiosus populum qui eis differimus.](#)

[Trademark Registrant:](#)

[Organization: One SA de CV](#)

[Address: La calle](#)

[City: La ciudad](#)

[State: CD](#)

[Postal Code: 34323](#)

[Country: AR](#)

[For more information concerning the records included in this notice, see <link to informational page>.](#)