

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 Services 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 key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "NOT RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in [BCP 14](#) (including [RFC2119](#) and [RFC8174](#)) when, and only when, they appear in all capitals, as shown here.

1 Testing.

- 1.1 Registry Operator MUST comply with the “TMDB Registration and Platform Access Process Document” (available at <https://newgtldprogram.icann.org/en/application-rounds/round2/tmch>)[‡], or any successor document published by ICANN (the “**Process Document**”), including the required testing for the TLD (“**Integration Testing**”). The entity appointed by ICANN to interact with registry operators and registrars for the Services (the “**TMCH Sunrise and Claims Operator**”) will assign the dates for such Integration Testing providing preference to registry operators (i) based

~~‡ Note for Public Comment: This webpage will be available at a later date. For reference, please see here for the current procedure: <https://newgtlds.icann.org/en/about/trademark-clearinghouse/registries-registrars>.~~

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 may waive the Integration Testing requirement set forth in these TMCH 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. Access to the Integration Testing database (the “**Testing Database**”) will be provided as set forth in the Process Document.

- 1.2 Following completion of Integration Testing, Registry Operator MAY use the Testing Database to conduct other testing functions beyond the Integration Testing.
- 1.3 Registrars MUST complete Integration Testing prior to accessing the Services. 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 (ii) otherwise in conformance with ICANN-specified procedures.
- 1.4 Registry Operator MUST NOT accept a 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 TMCH Sunrise and Claims Operator’s website. Such list will be updated by ICANN on a daily basis and Registry Operator MAY rely on the accuracy of the list.

2 **Sunrise Period.** The Trademark Clearinghouse will provide various services to facilitate the Sunrise Periods (as defined in Section 2.2.1) of new gTLD registries (the “**Sunrise Services**”). One of the Sunrise Services is to allow holders of marks (“**Trademark Holders**”) that have been verified by the Trademark Clearinghouse (such marks, “**Trademark Records**”) and have met the eligibility requirements for the Sunrise Services as verified by the Trademark Clearinghouse (“**Sunrise-Eligible Rights Holders**”) an opportunity to register domain names in new gTLD registries prior to the start of General Registration (as defined in Section 3.2.1) of domain names in the TLD. 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 made available to all registrants that are qualified to register domain names within the TLD.

2.1 Notice of Registration Periods.

2.1.1 If Registry Operator’s Sunrise policies permit Registry Operator to allocate, assign, designate or otherwise earmark (referred to herein as “**Allocate**”, “**Allocated**” and “**Allocation**”) or register any Sunrise Registration prior to the end of the Sunrise Period (i.e., Registry Operator MAY offer Sunrise Registrations (as defined in Section 2.2.1) on a “first-come, first-served” basis or any other time-based Allocation or registration process) (a “**Start--Date Sunrise**”), Registry Operator MUST provide the following information (collectively, the “**TLD Startup Information**”) to ICANN and the TMCH Sunrise and Claims Operator at least thirty (30) calendar days in advance of the date the Sunrise Period for the TLD is scheduled to start. If Registry Operator’s Sunrise registration policies do not permit Registry Operator to Allocate or register any Sunrise Registrations prior to the end of the Sunrise Period (i.e., Registry Operator MUST NOT offer Sunrise Registrations on a “first-come, first-served” basis or any other time-based Allocation or registration process), Registry Operator MAY provide its TLD Startup Information to ICANN and the TMCH Sunrise Claims Operator at any time following the date of first delegation of the TLD to nameservers designated by Registry Operator into the root-zone (an “**End-Date Sunrise**”).

2.1.1.1 Confirmation that Registry Operator has completed Integration Testing.

2.1.1.2 Start date and end date for the Sunrise Period, and confirmation that the TMCH Sunrise and Claims Operator has accepted such start date and end date prior to Registry Operator providing the TLD Startup Information.

2.1.1.3 The complete Sunrise registration policies for the TLD, including all applicable policies described in Sections 2.3.1 and 2.3.6.

2.1.1.4 Start date and end date for all Limited Registration Periods (as defined in Section 3.2.4), if any.

2.1.1.5 Start date and end date for the Claims Period (as defined in Section 3.2.1).

2.1.1.6 Whether the Sunrise Period for the TLD will be a Start-Date Sunrise or an End-Date Sunrise.

2.1.2 Registry Operator MUST submit its TLD Startup Information to ICANN via the customer service portal available at <https://portal.icann.org/>, or other mechanism as specified by ICANN. Neither ICANN nor the TMCH Sunrise and Claims Operator will undertake a substantive review of the TLD Startup Information, other than to confirm compliance with these TMCH Requirements. If Registry Operator's TLD Startup Information does not comply with the requirements of Section 2.1.1 (as evidenced by an error or similar message displayed through the customer service portal), Registry Operator MUST submit corrected TLD Startup Information pursuant to, and otherwise compliant with, Section 2.1.1. ICANN will promptly post compliant TLD Startup Information on ICANN's website. Additionally, Registry Operator SHOULD publish its TLD Startup Information on Registry Operator's primary website for the TLD.

2.1.3 Except as described in Section 2.2.3, if Registry Operator makes any changes to any TLD Startup Information, Registry Operator MUST provide ICANN and the TMCH Sunrise and Claims Operator with updated TLD Startup Information. If such updated TLD Startup Information changes the information contained in Section 2.1.1.2 and (i) if such change applies to a Start-Date Sunrise, then Registry Operator MUST provide ICANN and the TMCH Sunrise and Claims Operator with ten (10) calendar days advance written notice of such changes before the start date of such rescheduled Start-Date Sunrise, provided that in any event Registry Operator MUST initially comply with the thirty (30) calendar days notice requirement for Start-Date Sunrise specified in Section 2.1.1, or (ii) if such change applies to an End-Date Sunrise, then Registry Operator MUST provide ICANN and the TMCH Sunrise and Claims Operator with ten (10) calendar days advance written notice of such changes before the start date of such rescheduled End-Date Sunrise. However, TLD Startup Information described in Section 2.1.1.3 or Section 2.1.1.6 MUST NOT be changed during the pendency of a Sunrise Period.

2.1.4 Registry Operator MUST NOT submit TLD Startup Information to ICANN prior to the date of first delegation of the TLD to nameservers designated by Registry Operator into the root-zone.

2.2 Duration and Timing of Sunrise Period.

2.2.1 In the case of a Start-Date Sunrise, Registry Operator MUST provide the Sunrise Services for a minimum of thirty (30) calendar days prior to General Registration and, in the case of an End-Date Sunrise, Registry Operator MUST provide the Sunrise Services for a minimum of sixty (60) calendar days prior to General Registration (as applicable, the “**Sunrise Period**”). Registration of domain names in the TLD during the Sunrise Period MUST be restricted to Sunrise-Eligible Rights Holders. All registrations of domain names that utilize a Signed Mark Data (“**SMD**”) file generated by the Trademark Clearinghouse are deemed “**Sunrise Registrations**” for purposes of these TMCH Requirements and the Agreement.

2.2.2 Registry Operator MAY provide Sunrise Services for a period in excess of the period required under Section 2.2.1, so long as the duration of the extended Sunrise Period is detailed in its TLD Startup Information.

2.2.3 Following commencement of the Sunrise Period, including any extensions thereto, Registry Operator MUST 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 four (4) calendar days prior to the end date of the Sunrise Period included in the most recently provided TLD Startup Information. Registry Operator MAY request that ICANN consent to an extension of the Sunrise Period on less than such four (4) calendar days notice, which consent will not be unreasonably withheld. ICANN will endeavor to promptly respond to any such request.

2.2.4 Except pursuant to a Launch Program (as defined in Section 4.5.2) or Registry Operator’s registration to itself of domain names pursuant to Section 3.2 of Specification 5 of the Agreement, Registry Operator MUST NOT allow a domain name to be Allocated or registered in the TLD to a registrant that is not a Sunrise-Eligible Rights Holder with a valid SMD file prior to the Allocation or registration of all Sunrise Registrations.

2.3 Sunrise Eligibility Requirements.

2.3.1 Registry Operator MAY impose the following types of restrictions to register a domain name in the TLD during the Sunrise Period and MAY establish policies concerning the Allocation or registration of Sunrise Registrations (collectively “**Sunrise Criteria**”).

2.3.1.1 Registry Operator MAY apply 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 (e.g., if the TLD has a nexus or local presence requirement for domain name registrants).

2.3.1.3 Registry Operator MAY require that the information in a SMD file for a potential Sunrise Registration match the applicable Registration Data Directory Service (RDDS) record for the registrant for the registered domain name.

2.3.1.4 Registry Operator MAY impose reasonable date restrictions 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 to prevent gaming of Registry Operator’s Sunrise Period.

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

2.3.5 Other than as specified in Sections 2.3.1.1, 2.3.1.3 or 2.3.1.4 or the SMD file requirement specified in Section 2.4.1, Registry Operator MUST NOT impose restrictions that apply only to Sunrise Registrations where there are no corresponding restrictions in Limited Registration Periods or General Registration.

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 Allocation and registration policies. ~~Registry Operator MUST incorporate the TMCH Dispute Resolution Procedure (as defined in Section 2.3.7 below) in its SDRP to address challenges to Sunrise Registrations related to, including on~~ the grounds that the domain name that was registered does not match the Trademark Record on which the Sunrise-Eligible Rights Holder based its Sunrise Registration. 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.

2.3.7. Registry Operator MUST include a reference in its SDRP to the TMCH Dispute Resolution Procedure as set forth at <https://trademark-clearinghouse.com/dispute-resolution-procedures/> (as updated from time to time, the “TMCH DRP”) to resolve disputes regarding the validity of the Trademark Record on which the Sunrise Eligible Rights Holder based its Sunrise Registrations. Registry Operator agrees the TMCH DRP will be the primary mechanism for such challenges to Trademark Records on which the Sunrise Eligible Rights Holder based its Sunrise Registration. Registry Operator will immediately suspend a Sunrise Registration following notice from the Trademark Clearinghouse that the Trademark Record on which the Sunrise-Eligible Rights Holder based its Sunrise Registration was deemed invalid in accordance with the TMCH ~~Dispute Resolution Procedure as set forth~~ ~~at <https://trademark-clearinghouse.com/dispute-resolution-procedures/> (as updated from time to time, the “TMCH DRP”)~~ DRP (for purposes of this Section 2.3.7, “suspend” means the EPP status of such Sunrise

Registration is set to “serverHold”) until the Trademark Clearinghouse provides further notice that such Trademark Record (A) has been updated to <verified> in accordance with the TMCH DRP, in which case the Registry Operator shall restore such Sunrise Registration; or (B) remains invalid following ~~either sixty (60) calendar days (or such other~~ the period as set forth in the TMCH DRP) ~~after such Sunrise Registration was deemed invalid or the conclusion of a challenge by~~ of time for the Trademark Holder or Trademark Agent (as defined in the TMCH DRP) to challenge such finding pursuant to the TMCH DRP or the conclusion of any such challenge, whichever is later, in which case the Registry Operator shall delete such Sunrise Registration.²

2.4 Registration Mechanisms.

2.4.1 Registry Operator MUST NOT Allocate or register domain names during or in connection with the Sunrise Period unless a valid SMD file from the Sunrise-Eligible Rights Holder matching the applied for domain name was provided and the validation procedures described in the Trademark Clearinghouse functional specifications (the “**Functional Specifications**”) were performed. The Functional Specifications are RFC 9361, which is available at <https://www.rfc-editor.org/rfc/rfc9361.txt> and the update to RFC9361, which is available at <https://datatracker.ietf.org/doc/draft-icann-tmch-func-spec-updates> (the latest version of the draft MUST be implemented; once the draft is published as an RFC, the RFC MUST be implemented).

2.4.2 If Registry Operator has implemented variant second-level name registration policies for the TLD, Registry Operator MAY Allocate or register variant second-level name labels generated from a label included in a valid SMD file during the Sunrise Period, provided that (i) such variant second-level name 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, any Launch Program and during General Registration.

2.4.3 If Registry Operator reserves a domain name from registration in accordance with Section 2.6 of the Agreement and Specification 5 of the

~~²Note for Public Comment: This Section 2.3.7 and edits to Section 2.3.6 were added to implement Sunrise Final Recommendation #8.~~

Agreement and thereafter (i) releases for Allocation or registration such reserved domain name at any time prior to the start date of the Claims Period, such domain name MUST be treated like any other domain name for any applicable Sunrise Period, Limited Registration Period, Launch Program or Claims Period, or (ii) releases for Allocation or registration such reserved domain name at any time following the start date of the Claims Period, such domain name MUST be subject to the Claims Services (as defined in Section 3) for a period of ninety (90) calendar days following the date Registry Operator releases such domain name for registration as long as the Trademark Clearinghouse (or any ICANN-designated successor thereto) remains in operation.

2.4.4 Registry Operator MUST 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.** Registry Operator MUST implement the Sunrise Services in accordance with the Functional Specifications.

3 **Claims Period.** The “**Claims Services**” provide both (i) 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) Notifications of Registered Names (“**NORNs**”) (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. NORNs are provided by the Trademark Clearinghouse to eligible Trademark Holders. All registrations of domain names subject to Claims Services are deemed “**Claims Registrations**” for purposes of these TMCH Requirements and the Agreement.

3.1 Notice of Claims Period and Limited Registration Periods.

3.1.1 Registry Operator MUST provide ICANN with the start date and end date of its Claims Period (as defined in Section 3.2.1) as part of its TLD Startup Information in accordance with Section 2.1.1.5. Registry Operator MUST also provide ICANN with the start date(s) and end date(s) of Limited Registration Period(s), if any, as part of its TLD Startup Information in accordance with Section 2.1.1.4.

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 prior to the start of the applicable Limited Registration Period or Claims Period, Registry Operator must provide ICANN and the TMCH Sunrise and Claims Operator at least four (4) calendar days notice before initiating a rescheduled Limited Registration Period or Claims Period to which such change relates.

3.2 Duration and Timing of Claims Period 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 MUST 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 MUST 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 four (4) calendar days prior to the end date of the Claims Period included in the most recently provided TLD Startup Information. Registry Operator MAY request that ICANN consent to the extension of the Claims Period on less than such four (4) calendar days notice, which consent will not be unreasonably withheld. ICANN will endeavor to promptly respond to any such request.

3.2.4 Registry Operator MAY establish additional periods during which it will accept domain name registrations following the Sunrise Period but prior to General Registration (a “**Limited Registration Period**”). The Sunrise Period and a Limited Registration Period MAY overlap, provided that Registry

Operator MUST NOT Allocate or register any domain names in a Limited Registration Period until all Sunrise Registrations have been Allocated and registered.

3.2.5 If Registry Operator offers a Limited Registration Period, 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 four (4) calendar days prior to the end date of the Limited Registration Period included in the most recently provided TLD Startup Information. Registry Operator MAY request that ICANN consent to the extension of the Limited Registration Period on less than such four (4) calendar days notice, which consent will not be unreasonably withheld. ICANN will endeavor to promptly respond to any such request.

3.3 **Claims Notices.**

3.3.1 Registrars 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 MUST 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 MUST NOT be pre-checked). Registrars MUST provide the Claims Notice to the potential domain name registrant in English and in the language of the registration agreement. Furthermore, the Claims Notice MUST include a link to a webpage on the ICANN website which contains translations of the Claims Notice in all six UN languages.

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.

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 Service in accordance with the Functional Specifications.

3.4.2 Registrars that have accepted the Terms of Service MUST comply with the Functional Specifications in implementing the Claims Services.

3.4.3 Registrars MUST provide to the Registry Operator the acceptance datetime (i.e., point in time when the potential domain name registrant affirmatively confirmed they want to continue with registration when presented with the Claims Notice) of the Claims Notice. The acceptance datetime MUST have occurred within 168 hours before the date and time of the domain object Effective Allocation (as defined in RFC9361) with the exception of the following scenarios:

3.4.3.1 In the case of asynchronous domain name registrations based on domain name applications (e.g., auctions), Registrar MAY provide the Registry Operator an acceptance datetime that occurred within 168 hours before the date and time of the intermediate object (e.g., a domain name application) creation in the registry database.

3.4.3.2 In the case of asynchronous domain name registrations not based on domain name applications (e.g., pre-registration), the Registrar MAY provide the Registry Operator an acceptance datetime

that occurred more than 168 hours in the past, only if the Registrar has confirmed within 168 hours before the date and time of the domain object Effective Allocation that the Claims Notice Information stayed the same since the acceptance datetime.

3.4.4 When generating a Claims Notice, the expiration date of a Claims Notice (i.e., <tmNotice:notAfter>) MUST be set to 12 months in the future by the Trademark Database (TMDB).

Note: RFC9361 requires the Registry Operator to verify that the acceptance datetime is within the window of time defined by ICANN policy. Since the Registrar is required to use an unexpired Claims Notice, and this section defines that the expiration date of the Claims Notice will be set to 12 months in the future, the Registry Operators must check that the acceptance datetime is at most 12 months in the past.

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 (as 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.

4.1.3 During the Claims Period, if Registry Operator has established variant second-level name 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 before any domain names in the set are registered.

4.2 Support Services.

4.2.1 Registry Operator 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 obtain up to five (5) individual 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 Each Registrar that accepts the Terms of Service MAY obtain account credentials for up to five (5) Authorized Users through which such registrar will be able to interact with the TMCH Sunrise and Claims Operator for support.

4.3 **Terms of Service.** 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 <https://marksdb.org/tmdb/public/tandc> and may be revised from time to time, but will not alter these TMCH Requirements and no such revisions will 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.

4.5 **Launch Programs.**

4.5.1 **Qualified Launch Program³**

4.5.1.1 ~~Notwithstanding~~In accordance with this Section ~~3.2 of Specification 4.5 of the Agreement~~1, Registry Operator MAY, through an ICANN-accredited registrar, Allocate or register up to one hundred (100)

³~~Note for Public Comment: We have moved the Qualified Launch Program provisions directly into the body of the agreement rather than in an addendum. In the redlined version, we have redlined this Section 4.5.1 against the addendum for ease of review.~~

domain names (~~plus~~including their variant second-level names, where applicable) to third parties prior to or during the Sunrise Period (each such domain name, a “**QLP Name**”) for the purpose of promoting the TLD (a “**Qualified Launch Program**”). Except as permitted by this Section 4.5.1, Registry Operator **MUST NOT** Allocate or register such one hundred (100) domain names (~~plus~~including their variant second-level names, where applicable) to third parties prior to the Allocation and registration of all Sunrise Registrations.

4.5.1.2 If, at the time Registry Operator seeks to Allocate or register a QLP Name, the QLP Name matches a label contained in the list provided to Registry Operator by the TMCH Sunrise and Claims Provider containing the labels attributable to Sunrise-Eligible Rights Holders (the “**Sunrise List**”), then such QLP Name **MAY** be Allocated or registered to a third party registrant as follows:

4.5.1.2.1 To a registrant who is a Sunrise-Eligible Rights Holder with a valid SMD file for a label that matches the QLP Name; or

4.5.1.2.2 To a registrant who is an international, national, regional, local or municipal governmental authority (a “**Public Authority**”) and such QLP Name is either identical to, or translation or a transliteration of, (i) the name or acronym of such Public Authority, (ii) the name of a building, park, monument, airport or other public place operated by such Public Authority, (iii) the name of a region, city, street, district or other geographic area under the governance of such Public Authority, or (iv) the name of a recognized public service provided by such Public Authority. Except as permitted by this Section 4.5.1.2.2, if a QLP Name matches a label contained in the Sunrise List, such QLP Name **MUST NOT** as part of the Qualified Launch Program be Allocated or registered to a registrant who is not a Sunrise-Eligible Rights Holder with a valid SMD file for a label that matches the QLP Name.

4.5.1.3 If, at the time of Allocation or registration of a QLP Name, the QLP Name does not match a label contained in the Sunrise List, then such QLP Name **MAY** be Allocated or registered to any third party registrant (i.e. does not have to be Allocated or registered to a Sunrise-Eligible Rights Holders), provided that such QLP Name is promptly Allocated or registered to such third party following such review of the Sunrise List.

4.5.1.4 If Registry Operator reviewed a QLP Name against the Sunrise List at the time such QLP Name was Allocated to a third party, then Registry Operator will not be required to review such QLP Name against the Sunrise List again at the time of the registration of such QLP Name to such third party.

4.5.1.5 Prior to Allocating or registering any QLP Name, Registry Operator MUST obtain a Sunrise List from the TMCH Sunrise and Claims Provider. Registry Operator MUST obtain a Sunrise List from the TMCH Sunrise and Claims Provider at least once every 24 hours throughout the duration of the Qualified Launch Program. Registry Operator MUST NOT Allocate or register a QLP Name without obtaining the Sunrise List in accordance with the time requirements of this Section 4.5.1.5 and, as contemplated by this Section 4.5.1, reviewing the QLP Name against the most recent Sunrise List obtained by Registry Operator. Registry Operator will obtain the Sunrise List from the TMCH Sunrise and Claims Provider in the same manner as it obtains the Domain Name Label (DNL) List (as defined in the Functional Specifications). Notwithstanding any provision of this Section 4.5.1, Registry Operator MUST NOT Allocate or register a QLP name prior to the delegation of the TLD to nameservers designated by Registry Operator into the root-zone.

4.5.1.6 Reporting.

4.5.1.6.1 Upon and following the first registration of a QLP Name, Registry Operator MUST transmit any QLP Name registered pursuant to Section 4.5.1.2 to the TMCH Sunrise and Claims Operator in its List of Registered Domain Names, as specified in the Functional Specifications. Registry Operator acknowledges that ICANN may obtain such list of Registered Domain Names from the TMCH Sunrise and Claims Operator in order to assess Registry Operator’s compliance with the provisions of this Section 4.5.1 and related provisions of the Agreement.

4.5.1.6.2 Upon ICANN’s request at any time, Registry Operator MUST deliver to ICANN, via the customer service portal (<https://portal.icann.org/>) or other mechanism as specified by ICANN, a list of all of its Allocated or registered QLP Names (“**QLP Names List**”). Registry Operator acknowledges and agrees that ICANN MAY post Registry Operator’s QLP Names List to Registry Operator’s TLD Startup Information page.

4.5.1.7 Each Allocation or registration of a QLP Name to a third party as permitted by this Section 4.5.1 will reduce the number of domain names that could otherwise be registered by Registry Operator for the operation and promotion of the TLD pursuant to Section 3.2 of Specification 5 of the Agreement.

4.5.1.8 Except for QLP Names Allocated or registered pursuant to Section 4.5.1.2.1, Registry Operator MUST provide the Claims Services for each QLP Name registered to a third party.

4.5.1.9 A registration of a QLP Name is deemed a “Sunrise Registration” for purposes of the TMCH Requirements and the Agreement.

4.5.1.10 Notwithstanding any provision of this Section 4.5.1, Registry Operator must comply with Section 6 of Specification 6 of the Agreement in connection with the registration of any QLP Name.

4.5.2 Approved Launch Program. Registry Operator MAY, prior to the start date of its Sunrise Period, apply to ICANN for approval to conduct a registration program not otherwise permitted by these TMCH Requirements. Such a registration program application could, for example, provide for authorization to implement programs set forth in Registry Operator’s application for the TLD, which, if set forth in reasonable detail in the application for the TLD, will carry a presumption of being approved, unless ICANN reasonably determines that such requested registration program could contribute to consumer confusion or the infringement of intellectual property rights. If Registry Operator seeks ICANN’s approval of a program under this Section 4.5.2, and such requested registration program is substantially similar to an Approved Launch Program previously approved by ICANN under similar circumstances, such requested registration program application will carry a presumption of being approved, unless ICANN reasonably determines that such requested registration program could contribute to consumer confusion or the infringement of intellectual property rights. ICANN will develop a process for the submission and processing of applications for programs under this Section 4.5.2 and reserves the right to submit any application for registration programs submitted pursuant to this Section 4.5.2 for public comment. All registration programs approved by ICANN pursuant to this Section 4.5.2 are referred to herein as “**Approved Launch Programs**” and, collectively with Qualified Launch Programs, as “**Launch Programs**”.

4.5.3 **Approved Geo Launch Program.** If registry operators that indicated in their applications for their TLDs that their TLD would be a geographic name (“**Geo TLDs**”) and representatives of the Intellectual Property Constituency recommend to ICANN the creation of a registration program that sets forth a defined list of labels or categories of labels that Geo TLDs MAY Allocate or register to third parties prior to or during the Sunrise Period, and ICANN accepts and implements such recommendation (“**Approved Geo Launch Program**”), registration program applications submitted by Geo TLDs pursuant to Section 4.5.2 for the Approved Geo Launch Program will carry a presumption of being approved, unless ICANN reasonably determines that such requested program could contribute to consumer confusion or the infringement of intellectual property rights.

Exhibit A: Trademark Claims Notice Template for Registrars (to be shared in materials circulated to Registrars preparing for New gTLD launches)

TRADEMARK CLAIMS NOTICE

[In English and the language of the registration agreement]

The Trademark Claims Notice is also available in all six UN languages, see <https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en>.

You have received this Trademark Claims Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse (that holds trademark records from around the world). Please review the information below carefully, checking the trademarks, jurisdictions, and goods and services.

You may be entitled to register the domain name depending on your intended use. Your rights to register this domain name may be protected as fair use, non-infringing, or otherwise permitted use under the laws of your country. [in bold italics or all caps]

Please be aware that in many countries and regions, trademark applications are only given a review of the formalities and not the substance prior to registration so the presence of a mark in the Trademark Clearinghouse database doesn't necessarily mean that someone else has legal rights in the domain name. Registration and use of a domain name that infringes on a trademark may result in an administrative procedure (to cancel, suspend or transfer the domain name), or in a court proceeding. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property and free expression for guidance.

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

1. (<tmNotice:claim>).

Below, the potential elements for a <tmNotice:claim> are shown:

Mark: <tmNotice:markName>

Jurisdiction: <tmNotice;jurDesc>

Type of mark: <tmNotice:XX>
Trademark Registration Number: <tmNotice:XX>
Trademark Registration Date: <tmNotice:XX>
Status of the Trademark Holder: <tmNotice:XX>
Goods and Services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable:
<tmNotice:classDesc>
Trademark Holder: <tmNotice:holder>
Trademark Holder Contact: <tmNotice:contact>

This domain name label (the word or string to the left of the dot, e.g., "example" in "example.com") has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number: <tmNotice:caseNo>
UDRP Provider: <tmNotice:udrpProvider>

2 (<tmNotice:claim>).

X (<tmNotice:claim>).

The information used to generate this notice was last updated on: <tmNotice:XX>

For more information concerning the records included in this notice, see <<https://trademark-clearinghouse.com/trademark-claims-service/claims-notice/>>.

Exhibit B: Example of what a Registrant will see when registering a domain name during a New gTLD Claims Period

TRADEMARK CLAIMS NOTICE

The Trademark Claims Notice is also available in all six UN languages, see <https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en>.

You have received this Trademark Claims Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse (that holds trademark records from around the world). Please review the information below carefully, checking the trademarks, jurisdictions, and goods and services.

You may be entitled to register the domain name depending on your intended use. Your rights to register this domain name may be protected as fair use, non-infringing, or otherwise permitted use under the laws of your country.

Please be aware that in many countries and regions, trademark applications are only given a review of the formalities and not the substance prior to registration so the presence of a mark in the Trademark Clearinghouse database doesn't necessarily mean that someone else has legal rights in the domain name. Registration and use of a domain name that infringes on a trademark may result in an administrative procedure (to cancel, suspend or transfer the domain name), or in a court proceeding. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property and free expression for guidance.

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

1. Mark:	Example One
Jurisdiction:	UNITED STATES OF AMERICA
Type of Mark:	Registered trademark
Trademark Registration Number:	TMA655397
Trademark Registration Date:	02/06/2005
Status of the Trademark Holder:	Owner
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 Holder:

Organization: Example Inc.
Address: 123 Example Dr. Suite 100
City: Reston
State: VA
Postal Code: 20190
Country: US

Trademark Holder 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
Type of mark:	Statue or treaty
Trademark Registration Number:	TMA655386
Trademark Registration Date:	05/06/2007
Status of the Trademark Holder:	Assignee

Goods and Services:

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

Trademark Holder:

Organization: Example S.A. de
C.V. Address: Calle conocida
#343
City: Conocida

State: SP
Postal Code: 82140
Country: BR

3. Mark: One
Jurisdiction: COSTA RICA
Type of mark: Court validated
Trademark Registration Number: TMA655395
Trademark Registration Date: 03/10/2005
Status of the Trademark Holder: Licensee
Goods and Services:
Bardus populorum circumdabit se cum captiosus populum. Smert populorum circumdabit se cum captiosus populum qui eis differimus.
Trademark Holder:
Organization: One Corporation
Address: Otra calle
City: Otra ciudad
State: OT
Postal Code: 383742
Country: CR

This domain name label (the word or string to the left of the dot, e.g., "example" in "example.com") has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number: 234235
Court Name: Supreme Court of Justice of Costa Rica
Court Jurisdiction: CR

4. Mark: One Inc
Jurisdiction: AR
Type of mark: Registered mark
Trademark Registration Number: TMA655392
Trademark Registration Date: 09/13/2008
Status of the Trademark Holder: Owner
Goods and Services:
Bardus populorum circumdabit se cum captiosus populum.
Smert populorum circumdabit se cum captiosus populum qui eis differimus.

Trademark Holder:

Organization: One SA de CV

Address: La calle

City: La ciudad

State: CD

Postal Code: 34323

Country: AR

This domain name label (the word or string to the left of the dot, e.g., "example" in "example.com") has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number: D2003-0499

UDRP Provider: WIPO

The information used to generate this notice was last updated on: 2023-08-18 20:15:00 UTC

For more information concerning the records included in this notice, see <https://trademark-clearinghouse.com/trademark-claims-service/claims-notice/>.