

Acceptable Use / Anti-Abuse Policy

1.0 Title: Acceptable Use / Anti-Abuse Policy

Version Control: 3.0

Date of Implementation: September 22, 2015

2.0 Summary

This document sets forth the Acceptable Use / Anti-Abuse Policy that Registrants must adhere to when registering and using a domain name in .健康 (xn--nyqy26a -- hereinafter “TLD”), as well as outlines the reservation of rights that Registry Operator retains to address non-compliance.

3.0 Definitions

3.1 Policy: Acceptable Use / Anti-Abuse Policy.

3.2 Registrant: The holder of a domain-name registration in the TLD.

3.3 Registrar: An entity that has a Registrar Accreditation Agreement with ICANN and has a Registry-Registrar Agreement with Registry Operator for the distribution of domain names in TLD.

3.4 Registrar Accreditation Agreement: The agreement between a Registrar and ICANN for the distribution of domain names.

3.5 Registration Agreement: The agreement between a Registrar and Registrant.

3.6 Registry Operator: Stable Tone Limited

3.7 Registry-Registrar Agreement: The agreement between a Registrar and Registry Operator for the distribution of domain names in TLD.

3.8 TLD: .健康 (xn--nyqy26a)

4.0 Registry Operator’s Reservation of Rights

Registry Operator reserves the right to deny, suspend, delete and/or transfer any registration or transaction, or place any domain name on registry lock, reserve, hold or similar status, as it deems necessary, in its unlimited and sole discretion and without notice, either temporarily or permanently:

4.1 To protect the integrity, security and stability of the Domain Name system (DNS);

4.2 To comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement or other governmental agency or organization, or any dispute resolution process;

- 4.1 To avoid any potential liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and members;
- 4.2 To comply with the terms of the Registration Agreement, Registration Policy, Sunrise Policy, or any other Registry Operator policy – or to remedy any violation of any such policy;
- 4.3 To respond to or protect against any form of malware (defined to include, without limitation, malicious code or software that might affect the operation of TLD, the Internet or which may cause direct or material harm to others);
- 4.4 To comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., Requests for Comments (RFCs));
- 4.5 To correct mistakes made by Registry Operator, backend registry infrastructure provider, or Registrar in connection with a domain name registration;
- 4.6 To further the Registry Operator’s interest in maintaining a TLD namespace focused upon healthy living and related topics; or,
- 4.7 For the non-payment of fees.

5.0 Prescriptive Registrant Obligations

Registrants in TLD have an obligation to comply with all applicable Registry Operator policies, and with their Registration Agreement. Registrants are also required to comply with the following obligations:

- 5.1 Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse;
- 5.2 Comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosure; and,
- 5.3 Implement reasonable and appropriate security measures commensurate with Registrant’s intended and legitimate use of the domain name.

6.0 Prohibited Activities

The following is a non-exhaustive list of activities that are prohibited and may be subject to rapid remedial action by Registry Operator in its sole discretion, including suspension, deletion and/or transfer of any domain name used in furtherance of any such actions:

- 6.1 Illegal or fraudulent actions;
- 6.2 Pornography: The storage, publication, display and/or dissemination of pornographic materials;

- 6.3 Distribution of Malware: The intentional creation and intentional or unintentional distribution of malicious software designed to infiltrate a computer system without the owner's consent, including, without limitation, computer viruses, worms, key loggers, and Trojans;
- 6.4 Fast Flux Attacks/Hosting: A technique used to shelter Phishing, Pharming, and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find;
- 6.5 Hacking: Unauthorized access to a computer network;
- 6.6 Phishing: The use of email and counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- 6.7 Pharming: The redirecting of unknown users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or cache poisoning;
- 6.8 Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and spamming of websites and Internet forums;
- 6.9 Botnet Command and Control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct Distributed Denial of Service (DDoS) attacks;
- 6.10 Registration of domain names for the purpose of reselling or transferring those domain names;
- 6.11 Linking to other websites for the purpose of transferring business or misleading the public to an unsafe source of products or services;
- 6.12 Affiliating or linking with other organizations that do not support the safe, legal and ethical practices of the TLD;
- 6.13 Sale or distribution of illegal pharmaceuticals;
- 6.14 Violation of any governmental regulation pertaining to health or safety;
- 6.15 False advertising, or any activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;
- 6.16 Intellectual property infringement;
- 6.17 Provision of content relating to unhealthy living or lifestyles; and,
- 6.18 Provision of content that defames, or that offends community standards, or that is otherwise injurious or offensive to any person in any way

7.0 Registry Operator's Response Plan

Registry Operator will maintain a valid e-mail address dedicated solely to the handling of malicious conduct complaints, and a telephone number, fax number, and mailing address on its respective websites for interested third parties to submit alleged incidents of abuse and/or non-compliance. Registry Operator will use commercially reasonable efforts to verify, investigate and remediate such complaints in close coordination with its registry infrastructure providers/vendors.

8.0 Amendment

Registry Operator reserves the right to modify this Policy at its sole discretion in accordance with its rights and obligations set forth in its Registry Agreement with ICANN for the TLD. Such revised Policy shall be posted on Registry Operator's website.