

Sunrise Policy

Title: **Sunrise Policy**

Version Control: **2.1**

Date of Implementation: **September 22, 2015**

Introduction

This document sets out the Sunrise Policy and process for the sunrise launch of the .健康 (xn--nyqy26a) TLD.

Definitions

Applicant: A person, business or organization that requests registration of a domain name in TLD.

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

Registrar: An entity accredited by ICANN and authorized by the Registry Operator to distribute domain names in the TLD.

Registry Operator: Stable Tone Limited.

Registry Agreement: The agreement between Registry Operator and ICANN for the TLD.

TLD: .健康 (xn--nyqy26a)

Unless otherwise defined herein, capitalized terms used in this document have the meanings given to them in the ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements available at <http://www.icann.org/en/resources/registries/tmch-requirements>.

1. Sunrise Eligibility

Eligibility for any Sunrise registration of any domain name will be determined in accord with the Registry Operator's Registration Policy, and with this Sunrise Policy, in the sole discretion of the Registry Operator. Minimum eligibility will be based on Applicant's registration of a valid Signed Mark Data ("SMD") file with the Trademark Clearinghouse.

Pursuant to Registry's Registration Policy, eligibility is restricted to Registrants who will utilize their .健康 domain names and associated websites to discuss and promote healthy products and lifestyles. Use of any .健康 domain name for any other purpose, in Registry Operator's sole discretion, may result in suspension, deletion and/or transfer of such domain name. Please carefully review Registry Operator's Acceptable Use Policy, as use of any .健康 domain name in violation of that Policy or any other policy of Registry Operator or ICANN may result in suspension, deletion and/or transfer of Registrant's domain name.

Registry Operator reserves the right at any time, for any reason or no reason, to require then-current documentation to prove compliance with the Registration Policy, in Registry Operator's sole discretion. Non-compliance may result in suspension, deletion and/or transfer of the subject domain name.

2. Start-Date Sunrise

Registry Operator will offer a 30-day Start-Date Sunrise ("**Sunrise Period**"), followed by Open Registration. The start date and end date for the Sunrise Period are September 22, 2015 and October 22, 2015, respectively.

During the Sunrise Period, holders of eligible trademarks that have been validated by the Trademark Clearinghouse may apply to register domain names in the TLD. If at the end of the Sunrise Period there is more than one approved applicant for any domain name, then those applicants will be invited to an auction to determine which shall be allowed to register that domain name. The auction provider and rules will be determined by Registry Operator prior to the end date of the Sunrise Period.

3. Registration Requirements

Privacy or proxy services may not be used in connection with applications submitted during the Sunrise Period. In addition, an application for a Sunrise Registration must meet the following criteria (a "**Valid Sunrise Application**"):

- a. a valid SMD file from the Sunrise-Eligible Rights Holder (or its agent) matching the applied-for domain name was provided and the validation procedures described in the Functional Specifications were performed; and,
- b. it complies with all applicable Registry Policies and ICANN requirements.

4. Allocation

Notwithstanding any of the foregoing, Registry Operator may, in its sole discretion, determine the most effective means to allocate any domain names in the TLD, if at all.

The Sunrise Dispute Resolution Policy (SDRP) is incorporated herein by reference, and shall resolve any disputes relating to Sunrise registrations.

5. Representations and Warranties

By making a Sunrise Registration application, the applicant:

- a. agrees to be bound by this Sunrise Policy, all other Registry Policies and ICANN requirements set out in the Registry Agreement and the Registrar Accreditation Agreement, including all ICANN Consensus Policies and

Temporary Policies <http://www.icann.org/en/resources/registrars/consensus-policies>;

- b. represents and warrants that it is a Sunrise-Eligible Rights Holder or its duly authorized agent;
- c. agrees to submit to any challenges filed in accordance with Registry Operator's Sunrise Dispute Resolution Policy(SDRP); and,
- d. acknowledges, agrees, and accepts sole and direct liability for damages suffered by any third party injured as a consequence of an application and/or the Sunrise Registration under this Sunrise Policy, and agrees to indemnify and hold Registry Operator and its employees, directors, officers, representatives, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

The Registry Operator may issue interpretive guidelines on its website regarding the terms of these Sunrise policies. The Registry Operator may modify these Sunrise policies from time to time, and modifications will take effect at the time they are announced on the Registry Operator's website, without prior notice to registrars or registrants.

If any part of this Sunrise Policy is declared invalid or unenforceable for any reason, the remainder of this Sunrise Policy shall remain valid and enforceable as if the invalid or unenforceable part were not included herein. There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Sunrise Policy, taking into account all other applicable rules and policies of Registry Operator and ICANN.