

## **CRUISE TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

As used herein, the term “Members of the .CRUISE Community” and “Members” mean Registry and its Affiliates, agents, network providers and others involved in the delivery of cruise-related services, including without limitation: companies that hold a license from a governmental or regulatory body to offer cruise services, companies that provide services or equipment to cruise providers, as well as consultants, resellers, engineers, etc., working with the cruise industry.

The proposed gTLD will be a restricted, open gTLD where Members will be able to register second-level domains for their respective business purposes.

Registry shall operate the .CRUISE string on an Open and Non-discriminatory basis for Members, consistent with the Registry Agreement and ICANN rules and guidance. Formal eligibility rules, validation procedures and dispute resolution processes will be implemented to provide .CRUISE Registrants with Open and Non-Discriminatory access to the Registry, among other goals.

Registrations will be granted in accordance with the rules of the Trademark Clearinghouse to protect brand names;

Proxy registrations will be prohibited to ensure transparency and maintain identifiable Registrants; and

Registry will incorporate post-registration safeguards, both active and passive, to ensure that Registrants continue to act in compliance with the terms and conditions of registration.

Registry shall development, maintain and enforce a Domain Policy for the .CRUISE gTLD.

The Domain Policy shall define:

- (i) a) the rules associated with the eligibility and Domain Name allocation for .CRUISE Registrants;
- (ii) b) the license terms governing the use of a .CRUISE gTLD; and
- (iii) c) the dispute resolution policies for the .CRUISE gTLD.

Registry shall update the Domain Policy as required by changes to its business policies and ICANN consensus policies.

Additionally, .CRUISE Registrants shall be required to:

- (i) execute a registration agreement that incorporates all required ICANN consensus policies and other legal/policy requirements imposed on new gTLD applicants into the terms and conditions of the Domain Name registration agreement;
- (ii) provide corporate contact information in their applications for registration, not personal information, for WHOIS purposes;
- (iii) not use the Domain Name in any way that may damage or diminish any .CRUISE Registrant's brand reputation, business relationships or other business interests.

Failure to do any of the above, shall result in the immediate suspension of the offending .CRUISE Registrant's registration agreement and/or all deletion of all .CRUISE Registrant's Domain Names currently registered in the TLD. For example, based on the rules of eligibility for the .CRUISE gTLD, each applied for character string must conform to the .CRUISE gTLD rules of eligibility. Each .CRUISE gTLD Domain Name must:

Registry reserves the right to revoke a license to use a .CRUISE gTLD Domain Name, at any time, if any use of a .CRUISE gTLD Domain Name violates the Domain Policy.

### **2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use characters from the list of supported characters as defined by the Registry;
  - c. not contain a hyphen on the 3rd and 4th position (tagged domains);
  - d. contain only letters (a-z), numbers (0-9) and hyphens or a combination of these;
  - e. start and end with an alphanumeric character, not a hyphen;
  - f. not match any character strings reserved by ICANN;
  - g. not match any protected country names or geographical terms; and
  - h. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

### **3. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

### **4. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

### **5. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;

- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the Domain Name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time;
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services; and
- (vii) to maintain compliance with Specification 13 or the ICANN Consensus Policy.

## **6. USE OF SECOND OR THIRD LEVEL IDNS**

In addition to meeting all required criteria for registration of Domain Names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirements for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

## **7. USE OF GEOGRAPHIC NAMES**

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with Viking River Cruises (Bermuda) Ltd.'s response to Question 22 Geographic Names.

By registering a letter/letter two-character ASCII label, the Registrant represents that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

The Registry will take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

## **8. RESERVED NAMES**

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## **9. ALLOCATION OF DOMAIN NAME**

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

## **10. TERM OF REGISTRATION / RENEWAL**

### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for consecutive one (1) year terms unless (i) the Registrant submits its intention not to renew the Domain Name prior to the conclusion of the then current initial or renewal term; or (ii) the Registry earlier terminates or revokes the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

## **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the Registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

## **13. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

#### **15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

Registry shall employ commercially reasonable practices towards mitigating abusive and/or infringing registrations within the .CRUISE gTLD, including, but not limited to the following: Registrant eligibility; name selection criteria; content and use restrictions; escalated compliance, response and takedown procedures; and prohibition against proxy registration.

Registry intends to implement the six safeguards identified by the GAC in the Beijing Communique for applicable gTLD strings.

#### **16. DEFINITIONS**

**Affiliate** *has the same meaning as defined in Registry Agreement.*

**Domain Name** *means a Domain Name registered directly under the TLD or for which a request or application for registration has been filed with the Registry;*

**ICANN's Dispute Policy** *means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Numbers (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).*

**Registrar** *means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides Domain Name registration services to Registrants;*

**Registry** *means Viking River Cruises (Bermuda) Ltd.;*

**Registry Agreement** *means the agreement between the Registry and ICANN;*

**Registry Rules** *mean:*

- (i) this Registration Policy as the same may be amended by the Registry from time to time; and*
- (ii) any rules and regulations provided and amended by the Registry from time to time.*

**Registrant** *means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.*