



**.SX Registration Policies, Terms and Conditions  
v1.7.2**

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## Table of Contents

<b>Definitions .....</b>	<b>2</b>
<b>Introduction; Scope of Policies.....</b>	<b>5</b>
<b>Chapter 1. The .SX Sunrise Process .....</b>	<b>7</b>
Article 1.1. Purpose and Principles .....	7
Article 1.2. Eligibility .....	7
Article 1.3. Eligible Trademarks .....	7
Article 1.4. Validation of Claims.....	9
<b>Chapter 2. Local Phase Process .....</b>	<b>12</b>
Article 2.1 General Conditions.....	12
Article 2.2 Domain Name Rules applying to legal persons .....	13
Article 2.3. Domain Name Rules for Individuals.....	13
Article 2.4. Examples .....	13
<b>Chapter 3. The .SX Land Rush Process .....</b>	<b>14</b>
Article 3.1. Eligibility .....	14
Article 3.2. Priority .....	14
Article 3.3. Allocation .....	14
<b>Chapter 4. Domain Name Allocation.....</b>	<b>14</b>
Article 4.1. Domain Name Allocation During General Availability.....	14
Article 4.2. Domain Name Allocation During Grand Father, Sunrise, Local and Land Rush Phases .....	15
<b>Chapter 5. Domain Name Operations .....</b>	<b>16</b>
Article 5.1. Domain Name Transfer .....	16
Article 5.2. Procedure For Changing Registrar .....	17
Article 5.3. Domain Name Syntax Requirements .....	17
Article 5.4. Reserved Names; Restricted Names; Premium Names.....	18
Article 5.5. Term of Registration.....	18
<b>Chapter 6. Dispute Resolution Policies .....</b>	<b>19</b>
Article 6.1. Disputes relating to registered Domain Names .....	19
Article 6.2. Sunrise Reconsideration Proceedings.....	19
<b>Chapter 7. General Provisions .....</b>	<b>20</b>
Article 7.1. Amendments.....	20
Article 7.2. Liability .....	21
Article 7.3. Representations and Warranties .....	21
Article 7.4. Payment of Applicable Fees Due .....	23
Article 7.5. Notices.....	23
Article 7.6. Assignment.....	23
Article 7.7. Severability.....	23
Article 7.8. Waiver .....	23
Article 7.9. Compliance with Law.....	24
Article 7.10. Language .....	24
Article 7.11. Applicable Law; Jurisdiction.....	24

## Definitions

The definitions set out below will apply for all Applications made during the various Phases of the .SX launch process, and Domain Name Registrations made in the context of General Availability (as defined hereinafter):

<b>Accredited Registrar</b>	means an entity that has entered into a contract with the Registry for the provision of Domain Name Registration services to Applicants or their agents in the .SX TLD;
<b>.AN Domain Name Applicant</b>	Means a domain name registered in the deprecated .AN country code Top Level Domain formerly attributed to the Netherland Antilles means a natural person, company or organization in whose name an Application is submitted with the Registry by an Accredited Registrar;
<b>Application</b>	means a complete, technically correct request for a Domain Name Registration made with the Registry, which complies with all the respective requirements provided for in Chapter 1, respectively Chapter 2, and in particular the specific provisions that apply during such respective Phase of the .SX launch process within which such request is made;
<b>Auction Provider</b>	means Pool.com
<b>Auction Rules</b>	means the terms and conditions published by the Auction Provider on its website <a href="http://www.Pool.com">www.Pool.com</a> ;
<b>Claim</b>	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Process as referred to in Article 1.4.3. below, to recognize its rights within the context of these Policies, including any Documentary Evidence submitted to the Registry and/or IP Clearinghouse Operator in this context;
<b>Documentary Evidence</b>	means the documentation to be provided by (or on behalf of) the Applicant to the IP Clearinghouse Operator, in accordance with these Policies;
<b>Domain Name</b>	means a name at the second level within the .SX TLD;
<b>Domain Name Holder</b>	means the person or entity in whose name a Domain Name is (being) registered;
<b>Domain Name Registration</b>	means a Domain Name about which the Registry maintains data in the Shared Registry System for the .SX TLD;
<b>Eligible Trademark</b>	means a registered trademark that meets the requirements laid down in Chapter 1 hereof;
<b>General Availability</b>	means the process whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Chapter 3 hereof;

<b>Grace Period</b>	means the forty five-day period following the end of the Term during which the Domain Name will be auto-renewed. The Domain Name shall remain active during the Grace Period. See Article 5.5 for more information;
<b>Grand Father</b>	means the timeframe starting on March 20 <sup>th</sup> and ending on May 3 <sup>rd</sup> , 2012, during which Applicants are entitled to submit Applications supported by an existing .AN Domain name in accordance with the provisions laid down in Chapter 1 hereof;
<b>Interface</b>	means the tools made available by the Registry, either on the Web, or using Extensible Provisioning Protocol or by any other means made available by the Registry from time to time.
<b>IP Clearinghouse</b>	means the system made available by the IP Clearinghouse Operator via <a href="http://www.ipclearinghouse.net">http://www.ipclearinghouse.net</a> for the pre-validation of Claims;
<b>IP Clearinghouse Operator</b>	means IP Clearinghouse BVBA, the entity or entities that will, under a contract with the Registry, render validation services to the Registry and make available the IP Clearinghouse to Applicants, Registrars and the Registry;
<b>Land Rush</b>	means the process described in Chapter 2 hereof;
<b>Phase</b>	means, as the case may be, the Grand Father Period, the Sunrise Period, the Local Period, Land Rush, and General Availability;
<b>Pending Delete Period</b>	means the five-day period following the Redemption Period at the end of which the Domain Name shall be purged from the Registry database and will become available for registration. See Article 5.5 for more information;
<b>Policies</b>	means these .SX Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time;
<b>Premium Name</b>	means a Domain Name that will be allocated by the Registry after the start of General Availability, under the terms and conditions to be published by the Registry;
<b>PVRC</b>	means the pre-verification code that is issued when the Application Data for a particular Domain Name is successfully validated through the IP Clearinghouse;
<b>Rapid Suspension Policy or “URS”</b>	means the policy of that name referenced on the Site ;
<b>Reconsideration Request</b>	means a request, submitted with the IP Clearinghouse Operator, to reconsider its findings in relation to an Application and/or Application Data;
<b>Redemption Period</b>	means the thirty-day period following the Grace Period during which the Domain name can be renewed if the Registrant pays a specific redemption fee as

promulgated by the Registry from time to time in addition to the regular Renewal Fee; the Domain Name shall not redirect during the Redemption Period. See Article 5.5 for more information;

<b>Registration Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the registration of a Domain Name in the .SX TLD;
<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;
<b>Registry</b>	means SX Registry SA B.V., with registered office at Cruise Terminal Building, Suite 1, Pointe Blanche, Sint Maarten (Dutch Part) and SX Registry S.A., with registered office at 2, rue Léon Laval L3372 Leudelange, Luxembourg, the administrator of the “.sx” country code Top Level Domain; .
<b>Registry Web Site</b>	means the various pages and websites available under or related to <a href="http://www.Registry.SX">http://www.Registry.SX</a> , including any web sites created by the Registry in cooperation with the Auction Provider and/or the IP Clearinghouse Operator relating to the .SX TLD;
<b>Renewal Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the renewal of a Domain Name in the .SX TLD; such Renewal Fee shall be charged at the applicable rate at the time of the renewal as promulgated from time to time by the Registry;
<b>Reserved Name</b>	means a Domain Name to be registered in the name of a government body of Sint-Maarten, the Registry, or any specific entity designated by the Registry;
<b>Restore Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the restoration of a Domain Name in the .SX TLD, during the Grace Period; such Restore Fee shall be charged at the applicable rate at the time of the renewal as promulgated from time to time by the Registry;
<b>Restricted Name</b>	means a Domain Name which will not be available for registration;
<b>Shared Registry System</b>	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names;
<b>Sunrise Period</b>	means the timeframe starting on May 3 <sup>rd</sup> and ending on July 4 <sup>th</sup> 2012, during which Applicants are entitled to submit Applications supported by one or more Claims in accordance with the provisions laid down in Chapter 1 hereof;
<b>Sunrise Application Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the receipt of an Application (and its Application Data) during the .SX launch;
<b>Sunrise Process</b>	means the process described in Chapter 1 hereof;
<b>Term</b>	means the number of years for which the Domain Name is registered with a maximum of ten (10) years. The Term shall commence on the date of registration of the Domain Name, and shall expire at the end of the Term on the

same day of the month within which the Domain Name was registered.

<b>Time</b>	means Coordinated Universal Time or UTC. Unless otherwise specified all periods shall start at 0:01 UTC on the first day specified for the period and end at 23:59 UTC on the last day specified for the period.
<b>TLD</b>	means Top Level Domain;
<b>UDRP</b>	means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> ;
<b>WIPO Standard ST.3</b>	means the “Recommended Standard on Two-Letter Codes for the Representation of States, Other Entities and Intergovernmental Organizations” maintained by WIPO (World Intellectual Property Organisation) – see <a href="http://www.wipo.int/export/sites/www/standards/en/pdf/03-03-01.pdf">http://www.wipo.int/export/sites/www/standards/en/pdf/03-03-01.pdf</a> .

### **Introduction; Scope of Policies**

These policies, terms and conditions herein (the “**Policies**”) describe, among other items:

1. the terms under which Applications can be submitted to the Registry during the various launch processes, as well as how the Registry will deal with Domain Name Registration requests;
2. the way in which such Applications will be processed and, insofar these Applications are submitted during the Sunrise Period, and validated by the IP Clearinghouse Operator;
3. the rules under which Applications or subsequent Domain Name Registrations may be challenged, and
4. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically sound administration of the .SX launch, setting out the basic rules and procedures applicable to:
  - Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - any party submitting Application Data to the IP Clearinghouse;
  - any party in whose name a Reconsideration Request is submitted;
  - the IP Clearinghouse Operator; and
  - any person or entity interested in obtaining a Domain Name.

In order to ensure proper, fair, technically sound administration of the launch of the .SX ccTLD, the Registry has put in place the processes and procedures described in these Policies, which will apply to Applications and/or Domain Name Registrations effectuated within the following timeframes:

<b>Phases</b>	<b>Timeframe</b>	<b>Description</b>
<b>Grand Father</b>	March 20 <sup>th</sup> to July 31 <sup>st</sup> 2012	Period during which holders of .AN Domain name(s) residing in Sint Maarten will have the opportunity to submit an Application for the registration of a Domain Name in the .SX TLD that is identical to such .AN Domain Name;
<b>Sunrise</b>	May 3 <sup>rd</sup> to September 21 <sup>st</sup> 2012	Period during which holders of Eligible Trademarks will have the opportunity to submit an Application for the registration of a Domain Name in the .SX TLD that corresponds with such Eligible Trademark in accordance with the provisions of Chapter 3 below. If more than one Applicant has submitted an Application during this phase for an identical Domain Name, such Domain Name will be registered following the outcome of an auction process, as defined in Chapter 3 below;
<b>Local Phase 1</b>	September 22 <sup>nd</sup> to October 6 <sup>th</sup> 2012	Period during which eligible Registrants shall be restricted to legal persons already registered in Sint Maarten as of January 1 <sup>st</sup> , 2012. Eligible domain names shall also be restricted to variants and derivatives of the names of such eligible Registrants. See Article 2. for more information.
<b>Local Phase 2</b>	October 7 <sup>th</sup> to October 21 <sup>st</sup> 2012	Period during which eligible Registrants shall be restricted to legal and natural persons (individuals) already registered in Sint Maarten as of January 1 <sup>st</sup> , 2012. Eligible domain names shall also be restricted to variants and derivatives of the names of such eligible Registrants. See Article 2. for more information.
<b>Land Rush</b>	October 22 <sup>nd</sup> to November 11 <sup>th</sup> 2012	Period during which any interested party shall have the opportunity to submit one or more Applications for Domain Names that were not previously registered or applied for during the Sunrise Processes, or otherwise reserved by the Registry or Restricted by these Policies. If more than two Applicants have submitted an Application during this phase for an identical Domain Name, such Domain Name will be registered following the outcome of an auction process, as defined in Chapter 3 below;
<b>General Availability</b>	Beginning November 15 <sup>th</sup> 2012 at 15:00 UTC	Period following Land Rush where available Domain Names can be registered on a first-come, first served basis.

The Registry may change the above dates and timeframes at its sole discretion, and publish such changes on the Registry Web Site.

## **Chapter 1. The .SX Sunrise Process**

### **Article 1.1. Purpose and Principles**

1.1.1. The purpose of the .SX Sunrise Process is to provide holders of certain prior rights with the opportunity to apply for and register Domain Names that correspond with such trademarks, as set out in this Chapter.

1.1.2. An Application can only be submitted to the Registry by an Accredited Registrar, who acts on behalf of the Applicant or Domain Name Holder, but for its own account.

1.1.3. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the criteria set out in these Policies;
- the Domain Name and the information contained in the Claim meet the requirements laid down in these Policies;
- the Domain Name is available; and
- the Accredited Registrar holds sufficient funds with the Registry.

1.1.4. Any Application submitted during the Sunrise Process must meet the terms and conditions set out in these Policies.

### **Article 1.2. Eligibility**

1.2.1. Only registered owners, licensees or assignees of Eligible Trademarks are eligible to submit Applications. Each Applicant is obliged to indicate its capacity in the respective Application.

1.2.2. If the Applicant has obtained a license for a registered trademark in respect of which it claims an Eligible Trademark, or is the assignee of such Eligible Trademark, it must, upon request of the IP Clearinghouse Operator, submit a declaration form, a template of which shall be made available by the Registry and the IP Clearinghouse Operator, duly completed and signed by the licensor or transferor of the relevant Eligible trademark and the Applicant. If the Applicant is a sub-licensee, it shall enclose a second acknowledgement and declaration duly completed and signed by the ultimate owner of the Eligible Trademark concerned and the latter's licensee.

1.2.3. The Registry may reject, revoke or delete at any time any Application or resulting registration of a Domain Name if it appears that the Applicant did not fulfill this requirement at the time of validation of such Application by the IP Clearinghouse Operator, without the Applicant or (any subsequent) Domain Name Holder being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

### **Article 1.3. Eligible Trademarks**

#### **1.3.1. Principle**

An “Eligible Trademark” is a trademark that that has been registered, where the registration meets the following criteria:

- the registration is issued by any competent public authority or intergovernmental organization referred to in the Application; and



- the trademark registration has national effect (as described in Article 1.3.2 below); and
- the trademark has obtained a registered status on or before March 1st, 2011; and
- the trademark registration was in full force and effect when the Application is validated by the IP Clearinghouse Operator.

### **1.3.2. Trademarks of National Effect**

A trademark registration has “national effect” when the registration is issued by a trademark registration authority having jurisdiction over at least one entire nation, such as:

- national trademarks and service marks;
- Benelux trademarks; and
- Community trademarks (CTMs).

### **1.3.3. Excluded Signs or Rights**

In particular, the following are not considered as Eligible Trademarks:

- trademarks or service marks for which an application for registration has been filed with, but is not actually registered (or received a “registered” status) by the competent public authority or intergovernmental organization referred to in the Application on or before March 1st, 2011, or has lapsed, been withdrawn, revoked or otherwise is no longer in full force and effect by the time the Application is validated by the IP Clearinghouse Operator;
- unregistered (including common law) trademarks or service marks;
- US state trademarks or service marks;
- international applications for the registration of trademarks, made through the Madrid system, unless these are based on or have resulted in a registered trademark of national effect as described above; and
- any other rights to a sign or a name, including domain names and trade names.

### **1.3.4. Syntax Requirements**

During Sunrise, the Domain Name applied for must be either identical to all text or word elements contained in the Eligible Trademark or meet the requirements laid down in Article 1.3.6.

The following are technical exceptions to the principle described above:

- if the Eligible Trademark invoked by the Applicant includes one or more spaces between words, the spaces may be removed entirely or replaced with a hyphen;
- if the Eligible Trademark invoked by the Applicant includes a special character (such as, but not limited to, -, @, !, §, %, ^, © or &), these characters may, at the Applicant’s sole discretion, be:
  - eliminated entirely from the Domain Name; or
  - transcribed; or
  - replaced with a hyphen.
- if the Eligible Trademark includes letters with certain additional elements that do not exist in standard Latin script (such as “ä, é or ñ”), such letters may be:
  - o reproduced without such elements (“a”, “e”, “n”); or
  - o replaced by conventionally accepted spellings, (such as “ae”);
- the Applicant may eliminate references to a “trademark” such as “TM”, “SM”, and the like, references to a company type, such as Inc., Ltd., LLP, and the like shall, as well as references to

existing TLDs from the text or word elements of the Eligible Trademark.

### **1.3.5. Text Elements in Figurative Signs**

Applications may be based on a figurative sign or logo that is protected by an Eligible Trademark if the IP Clearinghouse Operator determines that the following conditions are satisfied:

- the sign exclusively contains a name, or
- the word element is predominant, and can be clearly separated or distinguished from the device element,

provided in each case that:

- all alphanumeric characters (including hyphens, if any) included in the Eligible Trademark are contained in the Domain Name applied for, in the same order as that in which they appear in the sign, and
- the general impression of the word is apparent, without any reasonable possibility of misreading the characters of which the sign consists or the order in which those characters appear.

### **1.3.6. Variants**

Applicants are also entitled to submit Applications for Domain Names that are not identical to the name(s) for which they hold an Eligible Trademark (or are the authorized licensee thereof) subject, however, to the following provisions:

- the Domain Name must incorporate both the sign for which an Eligible Trademark exists (in its entirety) preceded and/or followed by one or more key words from the titles, subtitles and descriptions of their respective classes (Nice Classification - <http://www.wipo.int/classifications/nivilo/nice/index.htm> - or national classification system used by the relevant trademark registry), taking into account the technical exceptions laid down in Article 1.3.3 hereof; or
- the Domain Name must be identical to a domain name which has been recovered by the Applicant or its authorized licensee in the context of a court, UDRP or other alternative dispute resolution procedure relating to that domain name in another top-level domain; or
- non-distinctive elements that form part of the Eligible Trademark, determined on the basis of, amongst other things, the goods and services for which the trademark has been registered, may be omitted from the Domain Name;

However, in case more than one Application has been received for a Domain Name, and not all of these Applications are for a Domain Name that is identical to the Eligible Trademark (as referred to in Articles 1.3.1 to 1.3.5), the Registry shall be entitled not to consider Applications that have applied for a variant of the Eligible Trademark.

## **Article 1.4. Validation of Claims**

### **1.4.1. Principle**

Applications submitted during the Sunrise Period are subject to validation as described in this Section, which is a condition precedent for the Registry to actually proceed with the registration the Domain Name referred to in the Application.

The Registry and the IP Clearinghouse Operator will not process an Application unless and until the Accredited Registrar has paid the corresponding Sunrise Application Fee to the Registry and the applicable validation fees to the IP Clearinghouse Operator. The Registry will not charge a Registration Fee unless and until the Applicant has effectively obtained a Domain Name Registration.

The IP Clearinghouse Operator shall inform the Registry of its findings in a manner agreed by and between them.

When submitting intellectual property claims to the IP Clearinghouse, the IP Clearinghouse Operator will attempt to verify that:

- each of such claims refer to an Eligible Trademark, based on a prima facie review of (i) the data contained in such Applications (ii) the data published by the trademark office or other applicable official organization referred to in the Applications and/or (iii) the Documentary Evidence provided by the respective Applicant upon request of the IP Clearinghouse Operator;
- the Domain Name corresponds to the designation protected by such Eligible Trademark, as set out in this Chapter; and
- the Applicant is the registered owner of the Eligible Trademark or, if the Applicant claims to be a licensee authorized to use the Eligible Trademark by the registered owner of the Eligible Trademark or the Applicant claims to be the assignee, that the registered owner of the Eligible Trademark has submitted the certification described in Section 3.6 above identifying the Applicant as a licensee or assignee authorized to file the Application.

If the IP Clearinghouse Operator is unable to validate the information contained in an intellectual property claim in accordance with the process described above, no pre-verification code shall be issued, and the Registry shall be entitled to reject any Application made by the Applicant on the basis of such claim.

#### **1.4.2. Specific Provisions with respect to Premium Names and Domain Names that Correspond with Dictionary Words**

If a Claim is made with respect to a Domain Name that is mentioned on the list of Premium Names and/or, in the IP Clearinghouse Operator's reasonable opinion, corresponds with a dictionary word, the IP Clearinghouse Operator shall be entitled, but not obliged, to request the Applicant to demonstrate by way of clear and convincing Documentary Evidence that it makes demonstrable, good-faith use of such registered trademark in at least five (5) jurisdictions (where, for the avoidance of doubt, the Benelux, the European Community, and any other region where one single trademark office is entitled to register trademarks for more than one country, only counts for one jurisdiction). Such Documentary Evidence must be provided in accordance with precise instructions given by the IP Clearinghouse Operator.

#### **1.4.3. IP Clearinghouse**

In order to manage the .SX Sunrise Process in an orderly manner, the (Accredited) Registrar appointed by the Applicant must submit to the Registry, together with the Application, a pre-validation code generated by the IP Clearinghouse Operator. By way of this pre-validation code, the validator appointed by the IP Clearinghouse Operator has confirmed that the Claim invoked by the Applicant is allowed under these Policies.

By way of the IP Clearinghouse, the validator appointed by the IP Clearinghouse Operator will provide

reasonable assistance to prospective Applicants in order to pre-validate Application Data and, where necessary, correct such data in order to enable Applicants to submit accurate and up-to-date Applications to the Registry in accordance with the terms and conditions of such IP Clearinghouse.

However, the Registry allows Applications to be based on Claims that have been validated by the IP Clearinghouse Operator within the past calendar year, and are already included in the IP Clearinghouse, provided that the related Claims meet the requirements set out in this Chapter.

The IP Clearinghouse Operator will determine the terms and conditions, including the fees due for the use of the IP Clearinghouse, and will display these on its website.

As the IP Clearinghouse Operator is not an Accredited Registrar, the Applicant must also use the services of an Accredited Registrar in order to submit the actual Application on the basis of the information that has been pre-validated and provided by the IP Clearinghouse. The IP Clearinghouse will only make PVRCs available to the Accredited Registrar and, as the case may be, the agent that has appointed the Accredited Registrar through the IP Clearinghouse.

#### **1.4.4. Claims; Information to be included in Applications**

The information contained in the Application shall be the initial basis on which the IP Clearinghouse Operator shall attempt to validate the Applications and the Claims made therein. It is the Applicant's responsibility to ensure that the information provided in an Application (Claim) is correct, complete, legible, accurate and otherwise sufficient to verify on a prima facie basis the validity of such Claim. The Registry (including the IP Clearinghouse Operator) cannot be held liable for any failure to provide information and Documentary Evidence in accordance with the foregoing standard, regardless of whether Applications is accepted or rejected.

Unless the Applicant has obtained a PVRC from the IP Clearinghouse, Accredited Registrars must provide in their Applications correct and up-to-date data concerning the Applicant and the Eligible Trademark invoked in such Applications. When validating Applications, the IP Clearinghouse Operator shall be entitled to rely on the information provided in such Applications.

In order to be accepted for processing by the Registry, the Applications must contain reference number of the Application Data in the IP Clearinghouse ("PVRC\_number"), which will constitute the Claim. In order for a Claim to be pre-validated by the IP Clearinghouse Operator, the Applicant and his Registrar shall follow the instructions given and requests made by the IP Clearinghouse Operator, as referred to on the [www.ipclearinghouse.org](http://www.ipclearinghouse.org) website.

Following the Registry's decision to register a Domain Name, the Applicant will become the Domain Name Holder of such Domain Name.

#### **1.4.5. Processing of Applications; Exchange of Information**

All Applications shall be submitted to the Registry through an Accredited Registrar.

The IP Clearinghouse Operator and the parties appointed by the latter for performing the actual validation shall:

- carry out its tasks in an objective, transparent and non-discriminatory manner;
- have the right, but not the obligation, to conduct in its sole discretion its own investigations into

- the circumstances of the Applications, the information provided therein, and any Documentary Evidence received in the framework of the Sunrise Process; and
- be entitled to assist Applicants who are using the IP Clearinghouse in submitting accurate and up-to-date Application Data to the Registry.

By submitting a Claim and/or an Application, the Applicant agrees that, if requested by the IP Clearinghouse Operator, the Applicant or its Accredited Registrar will provide Documentary Evidence to verify the information in such Claim and/or Application in accordance with the instructions given and timeframes indicated by the IP Clearinghouse Operator. Electronic copies of documentary evidence will be accepted via web-based interfaces or through any other means of communication, as directed by the Registry and/or the IP Clearinghouse Operator.

If the Registry or IP Clearinghouse Operator requests original copies of any documentary evidence, the Applicant is expected to choose a posting method that can track delivery as well as bearing the cost of postage. The Registry and the IP Clearinghouse Operator will not accept any packages mailed on a cash-on-delivery basis. The Registry and the IP Clearinghouse Operator are not responsible for any documents lost, damaged, or destroyed in the post. If an Applicant requires the return of original documents submitted to the Registry or IP Clearinghouse Operator, it shall bear the cost of the same and must provide its courier account information to the Registry or IP Clearinghouse Operator to facilitate the return.

Supplementary information may be requested via email or other communication media as appropriate. Under normal circumstances, the Accredited Registrar is responsible for all Applications submitted as specified in the Registry-Registrar Agreement. Assistive notifications or requests for (additional) Documentary Evidence may, however, be sent to the Applicant directly.

Any Documentary Evidence submitted must contain at least an up-to-date electronic copy of an official document issued by the corresponding trademark office or trademark registry, or an up-to-date extract from an official online database operated and/or managed by the corresponding trademark office or trademark registry, proving that the Eligible Trademark invoked in the Application meets the standards set forth in this Chapter.

The terms and conditions for the use of the IP Clearinghouse, made available at [www.ipclearinghouse.org](http://www.ipclearinghouse.org), will apply.

## **Chapter 2. Local Phase Process**

### **Article 2.1 General Conditions**

The purpose of the .SX Local Phase is to allow individuals and companies from the Sint Maarten Island to get a priority to protect their name or denomination in the Registry.

The following conditions apply:

- Within each Local phase, Domain Names are registered on a first come, first served basis.
- The Registry reserves the right at its sole discretion to accept, reject, withdraw, reserve, or block any domain name.
- These Policies are subject to change without prior notification.

## **Article 2.2 Domain Name Rules applying to legal persons**

**Applicant's Eligibility:** To be eligible to register a Domain Name, a legal person must be i) a company, partnership, association, trust, estate or any similar legal person, and ii) have been registered as such with the Chamber of Commerce as of 2012/01/01.

Domain Name Eligibility and Restrictions:

- An eligible legal person can only register a Domain Name which is the same as, or a shortened (or derivative) version of the legal name under which it is registered,
- No more than 4 Domain Name's that are derivative of the legal name can be pre-registered, excluding permitted additions,
- Permitted additions to the name will be i) hyphens, and ii) variations of the name "Sint Maarten" (see Note 1 in article 2.4).
- Generic words alone are not permitted to be registered as a Domain Name during the Local phase and a legal name cannot be reduced to a Domain Name with only one or more generic words (see Note 2 in article 2.4) or only geographic names of the island (see Note 3 in article 2.4).
- To qualify during the Local phase, a Domain Name must include at least the identifying word (proper name) of its legal name or may be an acronym of the legal name (see Note 4 in article 2.4).
- A Domain Name must be 4 letters or more to be a valid request.

## **Article 2.3. Domain Name Rules for Individuals**

**Applicant's Eligibility:** To be eligible to register a Domain Name, individuals must submit i) a driver's license or ii) a government-issued identity card, establishing their residency in Sint Maarten. Such document must have been issued no later than 2012/01/01.

Domain Name Eligibility and Restrictions:

- An individual can only register his (or her) own name as a Domain Name, or a condensed version on the individual's name wherein one or more names are replaced by their initials,
- Such Domain Name can only be registered to the person whose name it is,
- An eligible Domain Name must include one of the names of the individual registering the name and be can only include the individual's actual name(s) (see Note 5 in article 2.4).
- A maximum of two Domain Names that are derivative of the individual's name can be pre-registered, excluding permitted additions,
- Permitted additions will be i) hyphens, and ii) variations of the name "Sint Maarten" (see Note 1 in article 2.4).
- A Domain Name must be 5 letters or more to be a valid request.

## **Article 2.4. Examples**

Note 1: Permitted variations of Sint Maarten are: SXM, StMartin, StMaarten, SaintMartin, SintMaarten.

Note 2: Great Bay Hotel cannot be reduced to "Hotel.sx" or Maho Beach Hotel cannot be reduced to "Beach.sx", but could be reduced to "Maho.sx".

Note 3: Philipsburg Hotel cannot be reduced to simply "Philipsburg.sx" or "Hotel.sx".

Note 4: "Richard C. Smith Group" can become "RCSGroup.sx" or "RCSG.sx".

Note 5: Robert Smith could register any of the following: "RobertSmith.sx", "RobertS.sx", "RSmith.sx", "Robert.sx" or "Smith.sx".

## **Chapter 3. The .SX Land Rush Process**

### **Article 3.1. Domain Name Eligibility**

Subject to mandatory laws and the provisions of these Policies, any interested party shall be entitled to submit one or more Applications during the Land Rush process for any Domain Name that has not been reserved, restricted, registered or awarded by the Registry in the context of any of the processes or phases preceding the Land Rush, or is pending validation, and meet the technical requirements imposed by the Registry.

### **Article 3.2. Registration Priority**

Any and all Applications received by the Registry during the Land Rush shall be deemed received at the same time.

### **Article 3.3. Domain Name Allocation**

During the Land Rush process, Domain Names will be allocated in accordance with the provisions set out in Article 4.2 below.

## **Chapter 4. Domain Name Allocation**

### **Article 4.1. Domain Name Allocation During General Availability**

With the exception of Domain Names that have been allocated or reserved in the context of the previous processes and procedures, any party shall be entitled to request a Domain Name Registration with the Registry following the start of General Availability for those Domain Names that have not been registered during the phases preceding General Availability and meet the technical requirements imposed by the Registry.

The Registry shall effectuate such Domain Name Registration on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

The date referenced for the commencement of General Availability in these Policies is subject to change, and an Applicant's right to register Domain Names is subject to the official launch date of General Availability, irrespective of whatever date may be recorded in these Policies or other previously published materials.

## **Article 4.2. Domain Name Allocation During Grand Father, Sunrise, Local and Land Rush Phases**

### **4.2.1. Single Applications**

With the exception of Domain Names that are Restricted Names, Reserved Names, registered Domain Names or Applications whose Claims are pending validation, Domain Names that receive only one Application in the Grand Father Process, Sunrise Process, Local Phase or Land Rush, and are successfully verified according to these Policies (for Applications received during and validated in the context of the Sunrise Process) will be allocated to the respective Applicant.

Following the closing of the Land Rush process, the Registry shall directly award a Domain Name Registration to the Applicant if the latter's Application was the only one received during Land Rush, and the corresponding Domain Name was not reserved, restricted, or one or more Applications for the same Domain Name were received during the Sunrise Process, and the validation of the Claims contained therein is still ongoing.

### **4.2.2. Multiple Applications – Non applicable to Grand Father and Local Phases**

Applications received during the Sunrise Process, respectively during the Land Rush process, will be treated as received at the same time, being July 4<sup>th</sup> 2012 for the Sunrise and October 4<sup>th</sup> 2012 for the Land Rush. If more than one Application of a particular available Domain Name has been received during the Sunrise Process, and more than one of the Claims contained therein were successfully verified, as set out in these Policies, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is open to Applications with successful Claims only.

If more than one Application of a particular available Domain Name has been received during the Land Rush Process, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is open to Applications received during the Land Rush process only.

The Registry shall inform the Auction Provider of the Domain Name and its corresponding Applications if the Registry has received more than one Application for a particular Domain Name during the Sunrise Process and/or the Land Rush. In such case, the Registry shall award a Domain Name Registration to the Applicant appointed by the Auction Provider.

The Auction Rules defined by the Auction Provider will apply.

### **4.2.3. Premium Names**

If an Application during the Sunrise Process is identical to a domain name mentioned on the list of Premium Names, Article 1.4.2 will apply. The allocation of such Domain Name will take place in accordance with Article 4.2.1 or 4.2.2 respectively.

### **4.2.4. Auction Process; Communication with Eligible Bidders; Allocation**

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an auction process, eligible bidders for such Domain Names will be invited by the Registry by email. Prior to the commencement of an auction, each eligible bidder will be provided with the required



information necessary to participate in the relevant auction. No auction will be conducted for Domain Names with only one qualifying Applicant.

An Applicant is only considered an eligible bidder for a Domain Name if its Application has passed the validation process (for Applications submitted during the Sunrise Process) or has been accepted by the Registry during the Land Rush process.

Auctions for a particular Domain Name will be held exclusively amongst eligible bidders, whereby successfully verified Claims during the Sunrise Process have priority over Applicants during the Land Rush process.

## **Chapter 5. Domain Name Operations**

### **Article 5.1. Domain Name Transfer**

5.1.1 Any transfer of a Domain Name, being a change of holder of a domain name, must be done in accordance with the following procedure.

The transferee must appoint a Registrar and request him to notify the Registry of the Domain Name transfer.

Upon receipt of such notification, the Registry will confirm receipt of the proposed change to the transferor and the transferee by e-mail and each e-mail will contain a unique code permitting both parties to confirm or reject the proposed transfer via the Interface.

If one of the parties fails to confirm the transfer via the Interface within seven (7) calendar days following the date on which the Registry sends its confirmation e-mails as referred to above, the Registry shall send an e-mail to the Registrar appointed by the transferee. In this e-mail, the Registry will inform that Registrar that the transfer shall only take effect if both the transferor and the transferee confirm the transfer to the Registry by duly signed fax message or via the Interface within seven (7) calendar days following the date on which the e-mail reminder was sent.

Failing such confirmation within this seven-day period, the initiated transfer will be automatically cancelled and the Domain Name will remain registered in the name of the (initial) Registrant.

5.1.2. If the Registrant dies during the Term, the executors of its estate or its legal heirs may request transfer of the name to the heirs by submitting the appropriate relevant documentation and provided they meet the General Eligibility Criteria.

5.1.3. If, during the Term, the Registrant becomes subject to insolvency proceedings, winding-up, cessation of trading, bankruptcy or any similar proceeding provided for by national law, the legally appointed administrator may request transfer of the name to the purchaser of the Registrant's assets by submitting the appropriate relevant documentation and provided the purchaser meets the General Eligibility Criteria.

5.1.4. A Domain Name is only successfully transferred in accordance with the procedure described

herein upon payment of the applicable fees. No refund shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

5.1.5. The transfer of a Domain Name in principle does not change the registration date or the registration anniversary date. In case of such transfer, the current Term shall be extended with an extra one (1) year period, not exceeding an aggregate total of ten (10) years at a certain given time, although the exact total amount may be more than ten (10) years by adding the remaining number of days of the month in which the domain name was registered.

## **Article 5.2. Procedure For Changing Registrar**

5.2.1. If the agreement between the Registry and the Registrar appointed by the Registrant is terminated and that Registrar has not transferred its Domain Name portfolio to another Registrar, the Registry will notify the Registrant thereof. The Registrant must select a new Registrar within one (1) month following the date on which such notice is sent.

If the Registrant designates another Registrar within the above timeframe, the Registry will charge the renewal fees to the new Registrar upon expiry of the Term.

If the Registrant fails to appoint a new Registrar within the above timeframe, the Domain Name will expire at the end of the Term. In such a case, the Domain Name will be suspended for the longer of either three months after the notice period referred to above; or two months following expiry of the Term.

5.2.2. If the Registrant wishes to change its Registrar during the Term, it must appoint a new Registrar and request that Registrar to notify the Registry of the change.

Upon receipt of such notification, the Registry will confirm receipt of the proposed change by sending the Registrant an e-mail containing a code enabling the Registrant to confirm or reject the change request via the Interface per Domain Name for which a change of Registrar has been requested.

If the Registrant fails to confirm the change of Registrar via the Interface within seven (7) calendar days following the date on which the Registry sends the e-mail referred to above, the Registry will send an e-mail to the new Registrar appointed by the Registrant. In this second e-mail, the new Registrar will be informed that the transfer shall only take effect if the Registrant confirms the change of Registrar to the Registry by means of a duly signed fax message or confirmation via the Interface within seven (7) calendar days following the date on which the e-mail reminder is sent. Failing receipt by the Registry of such confirmation within this seven-day period, the initiated change of Registrar will be automatically cancelled.

No reimbursement shall be made of fees paid for the initial Domain Name registration (or renewals thereof).

## **Article 5.3. Domain Name Syntax Requirements**

5.3.1. Every Domain Name must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the hyphen “-” and the numbers 0-9;

- the Domain Name cannot begin or end with a hyphen (“-”);
- the Domain Name cannot have two consecutive hyphens (“--”) in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

5.3.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

#### **Article 5.4. Reserved Names; Restricted Names; Premium Names**

5.4.1. The Registry will from time to time allocate and register the Reserved Names in the name of the Sint Maarten Government or the relevant public authority.

5.4.2. Domain Names that are identical to the names referred to on the list of Restricted Names will be unavailable at any time; the Registry reserves the right to allocate and register a Domain Name mentioned on the list of Restricted Names to a party indicated by the Government of Sint-Maarten.

5.4.3. Domain Names that are mentioned on the list of Premium Names on the Site will be allocated following the start of General Availability, at times and dates, and in accordance with the terms and conditions to be published by the Registry.

#### **Article 5.5. Term of Registration**

5.5.1. When registering or renewing the Domain Name, the Applicant / Domain Name Holder must select the number of years for which the Term of the Domain Name is registered with a maximum of ten (10) years. The Term shall commence on the date of registration of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered. A Domain Name can be renew at any time prior to the end of its Term.

5.5.2. The Registry is under no obligation to inform the Domain Name Holder in advance when the Term is about to expire.

5.5.3. The Grace Period shall be the 45-day period following the end of the Term during which the following will apply:

- The Domain Name will be automatically be renewed for an additional one-year Term and the Registrar charged the applicable Renewal Fee;
- The Domain Name shall remain active;
- The Accredited Registrar may delete the Domain Name, which will trigger the start of a Redemption Period; in such case the Registry shall provide a credit to the Accredited Registrar’s account for the Renewal Fee.

5.5.4. The Redemption Period shall be the 30-day period that begins either i) following the end of the Grace Period, or ii) pursuant to the deletion of the Domain Name by the Accredited Registrar. During such period the following will apply:

- The reactivation of the Domain Name shall be subject to the payment of a Restore Fee in addition to the Renewal Fee;

- The Domain Name shall no longer be active.

5.5.5. The Pending Delete Period shall the 5-day period that i) begins following the end of the Redemption Period and ii) applies to any Domain Name that has not been successfully restored during the Redemption Period. During such period the following will apply:

- The Domain Name can no longer be renewed;
- No registration operation is possible;
- The Domain Name shall not be active;
- At the end of the Pending Delete period, the Domain Name shall be purged from the Registry database and will become available for registration.

## **Chapter 6. Dispute Resolution Policies**

### **Article 6.1. Disputes relating to registered Domain Names**

6.1.1. Every Domain Name Holder acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before the Czech Arbitration Court (CAC – [www.adr.eu](http://www.adr.eu)) in accordance with, as the case may be, the Uniform Dispute Resolution Policy, the Rules for Uniform Domain Name Dispute Resolution Policy (as stated in <http://www.icann.org/dndr/udrp/uniform-rules.htm>), the Rapid Suspension Policy, and/or any relevant supplemental rules; and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the Uniform Dispute Resolution Policy or Rapid Suspension Policy against Domain Name Holder in compliance therewith and with, as the case may be, the Rules for Uniform Domain Name Dispute Resolution Policy or the Rapid Suspension Policy.
- That the Domain name will not be transferrable during the proceedings and that the Domain name may then be transferred following a decision by CAC.

6.1.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Domain Name Holder and its Registrar, the language of the proceedings shall be the language of that agreement.

### **Article 6.2. Sunrise Reconsideration Proceedings**

6.2.1. If an Application submitted during the Sunrise Process fails the verification process, the Applicant will be notified. In this case, the Applicant may seek reconsideration within 7 calendar days following the date such notice was sent and upon payment of a reconsideration fee (such reconsideration request and payment should be procured via the Registrar that has submitted the Application). An Applicant may seek reconsideration on the basis of the information (and documentary evidence, if any) already supplied in its initial Application, or it may provide amendments and/or additional documentary evidence in support of its eligibility for the Domain Name that is subject of an Application.

6.2.2. Sunrise Reconsideration Proceedings will only be considered by the IP Clearinghouse Operator if the following conditions are cumulatively met:

- the IP Clearinghouse Operator must have received a Reconsideration Request, which must be drawn up in accordance with the template made available by the IP Clearinghouse Operator and the Registry;
- any such Reconsideration Request must be received by the IP Clearinghouse Operator within ten (10) calendar days following the decision of the Registry to accept or reject the relevant Application; and
- insofar and to the extent the corresponding fees for the Sunrise Reconsideration Proceeding have been received in full by the Registry within the same timeframe of ten (10) calendar days following the decision of the Registry to accept or reject the relevant Application.

6.2.3. In the case of a Reconsideration Request, the IP Clearinghouse Operator may, in its sole discretion, request or accept additional Documentary Evidence from the Appellant or the Complainant. Documentary Evidence must be provided in accordance with the IP Clearinghouse Operator's instructions and timeframes. If the Documentary Evidence requested by the IP Clearinghouse Operator is not provided in time or such Documentary Evidence is incomplete or inaccurate the IP Clearinghouse Operator is entitled to reject the Reconsideration Request.

6.2.4. If, after review of the Reconsideration Request and any information provided by either the Appellant that submitted the Reconsideration Request, the IP Clearinghouse Operator determines that the Applications in question did not meet the criteria laid down in these Sunrise Rules, the IP Clearinghouse Operator will notify the Registry. Upon receipt of such notice, the Registry will reject the applicable Applications with no refund of any fees or any other liability to the Appellant. If the Registry rejects an Application, the IP Clearinghouse Operator will then proceed with the validation of any other Application received by the Registry for the same Domain Name. If, after review of the Reconsideration Request, the IP Clearinghouse Operator determines that the Applications in question met the criteria laid down in these Sunrise Rules, the IP Clearinghouse Operator will notify the Registry. Upon receipt of such notice, if no other Reconsideration Requests of the Applications are pending, the Registry will accept the applicable Applications with no refund of any fees or any other liability to the Applicant.

## **Chapter 7. General Provisions**

### **Article 7.1. Amendments**

7.1.1. The Registry may amend the provisions of these Policies from time to time, which amendments will take effect at the time they are published on the Registry Web Site, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of these Policies.

7.1.2. If any part of these Policies shall be found invalid or unenforceable for any reason, the

remainder of these Policies shall be valid and enforceable as if such provision was not included therein.

7.1.3. There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Policies.

## **Article 7.2. Liability**

7.2.1. To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of the findings of or information provided by the IP Clearinghouse Operator, as well as the consequences of those decisions.

7.2.2. To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, auction fees and/or reconsideration fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

7.2.3. Applicants and Domain Name Holders shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

7.2.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the IP Clearinghouse Operator and their respective directors, agents, employees and subcontractors.

7.2.5. The Registry, its directors, employees, contractors and agents (including the IP Clearinghouse Operator and the Auction Provider) are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

## **Article 7.3. Representations and Warranties**

7.3.1. When submitting an Application during the Sunrise Process, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the Eligible Trademark described in the Application, or is the assignee, or is a licensee, duly authorized by the holder of the Eligible Trademark described in

the Application to use that Eligible Trademark as the basis for that Application;

- the Eligible Trademark mentioned in the Application is and will be, on the date on which the Application Data is validated by the IP Clearinghouse Operator in the context of the Sunrise Process, a legally valid, registered and Eligible Trademark;
- any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the procedures set out by the IP Clearinghouse Operator and the Registry; any Documentary Evidence submitted shall contain complete, accurate, up-to-date information as required by the IP Clearinghouse Operator and shall not be fraudulent.

7.3.2. Any Applicant, any party submitting a Domain Name Registration Request and any Domain Name Holder represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Application or Domain Name Registration Request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the domain name in violation of any applicable laws or regulations, including third party interests; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Registrar and the Registry.

7.3.3. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the Applicant represents and warrants that:

- the Application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- it shall participate in good faith in any proceedings described in these Policies commenced by or against the Applicant.

7.3.4. The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .SX TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other

applicable laws, regulations, policies or decrees; or

- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or
- following the outcome of a Sunrise Reconsideration Proceeding.

7.3.5. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

#### **Article 7.4. Payment of Applicable Fees Due**

The Registry shall only be obliged to accept an Application or Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Applicant or Domain Name Holder.

Payment of any fees due, for which the Applicant, and ultimately the Domain Name Holder, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

#### **Article 7.5. Notices**

All notices to be given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

#### **Article 7.6. Assignment**

Unless expressly provided for otherwise herein, neither Party may assign any right or obligation hereunder without the written consent of the other Party. These Policies shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

#### **Article 7.7. Severability**

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

#### **Article 7.8. Waiver**

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of



them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

#### **Article 7.9. Compliance with Law**

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

#### **Article 7.10. Language**

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

#### **Article 7.11. Applicable Law; Jurisdiction**

These Policies, as amended from time to time, will be governed by the laws of Luxembourg.

Unless referred to otherwise in Article 6 hereof, any dispute, controversy or claim in relation to or arising under these Policies shall, upon the filing of a complaint, be referred to and determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Luxembourg and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Luxembourg.