.MOBILE

Registry Policies

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Version 1.0

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.MOBILE

1. Introduction gTLD .mobile Registration Policy

TLD .mobile is an open, unrestricted Top Level Domain. Any person or legal entity anywhere in the world may register a TLD **.mobile** domain name, and will be subject to the policies herein. DISH DBS Corporation of 9601 South Meridian Boulevard, Englewood, Colorado 80112 USA is the Registry Operator for the **.mobile** gTLD.

Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.mobile** Registry website and giving 90 days prior written notice to all **.mobile** accredited Registrars.

This Registration Policy sets forth the criteria, which all applications for TLD domain names must meet, and the process and rules that all Registrants must follow to register a domain name in the TLD.

2. Definitions

"Registered Name" means a subdomain name ending **.mobile** made available by Dish DBS Corp, the licensed Registry Operator through its ICANN Accredited Registrars.

"**Registrar**" means an ICANN Accredited Registrar that has entered into the .mobile Registry Registrar Agreement with the Registry Operator.

"**Registry Operator**" means DISH DBS Corporation, the entity that has entered into a Registry Agreement with ICANN for the operation of the Top Level Domain (TLD) .mobile on the Internet.

"Registered Name Holder" or **"you"** means the holder of a Registered Name.

"Sunrise Registrations": Domain names allocated during the TLD Sunrise Phase will be Sunrise Registrations and must comply with ICANN and Trademark Clearinghouse requirements as well as the TLD Registry Policies. Additional Premium fees may apply to Sunrise Registrations.

"Standard Registrations" This is the default classification for domain name registration that applies to domain names that are not Premium or Reserved (as defined below). The default allocation mechanism in connection with Standard Registrations is First-Come, First-Served. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms (defined below).

"Premium Domain Name Registrations": "Premium" domain names are those identified by the Registry, in its sole discretion, that possess added value or substantial meaning in relation to any location, generic word, class or type of good, service or other thing. The default allocation mechanism in connection with Premium domain names is either First-Come, First- Served, Auction, or RFP. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms.

3. General Provisions

3.1 Term. Domain names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registry accepts the request for registration submitted by the Registrar.

3.2 Names registered in .mobile may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot,".". The dot is

used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).

3.3   Two hyphens may appear in the third and fourth positions in a label in a **.mobile** name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) and the Registry reserves the right to introduce IDNs.

3.4   Mixed scripts are not permitted.

3.5   All names registered in **.mobile** TLD are subject to the .mobile Reserved and Restricted Domain Names Policy

3.6   As a Registered Name Holder, you are required to enter into an electronic or paper registration agreement with a Registrar or its authorized representative and act responsibly in accordance with this policy and not to engage in any activity that violates this policy. This policy is incorporated into the Registry Registrar Agreement.

3.7   As a Registered Name Holder you: (a) acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by the Registry Operator or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to the Registry Operator or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and

against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

3.8 As a Registered Name Holder, you are prohibited in the use of your Registered Name from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and the consequences for such activities include suspension of your registered domain name.

3.9 Nothing in this Acceptable Use shall confer any right to any third party with respect to Registry Operator's discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).

3.10 Rights Protection Mechanisms As a Registered Name Holder, you are required to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy http://www.icann.org/en/help/dndr/udrp (ii) the Uniform Rapid Suspension Policy http://newgtlds.icann.org/en/applicants/urs; (iii) the Trademark Post-Delegation Dispute Resolution Procedure http://newgtlds.icann.org/en/program-status/pddrp and (iv) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Registry Operator, Registrar or Registered Name Holders, and as may be amended by ICANN from time to time.

3.11   By applying for or obtaining registration of a Registered Name, you acknowledge your acceptance and compliance with the terms under which such application and registration was made, including the terms and conditions of Sunrise registrations set forth in the Registry Operator Launch Plan, Registry Operator Sunrise Dispute Resolution Policy, and additional transfer and use restrictions set forth herein below.

3.12   The .mobile gTLD only processes, maintains, publishes and retains the minimum data set in accordance with the ICANN Registration Data Policy.

4.   Domain Name Anti-DNS Abuse Policy

4.1   The Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry Operator or any Registrar in connection with a domain name registration. The Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

4.2   The Registry Operator has the discretion to undertake such actions as cancellation, transfer, locking, or suspension of a name subject to abusive uses. Such abusive uses create security and stability issues for the registry, registrars and registrants, as well as for users of the Internet

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in general. The Registry Operator follows the ICANN DNS definition of abuse which includes but is not limited to: malware, phishing, botnets and spam when used as a delivery mechanism for other forms of abuse. Examples of abusive domains includes, without limitation, the following:

- Illegal or fraudulent schemes;

- 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 the spamming of websites and Internet forums. An example, would be the use of email in denial-of-service attacks;

- Phishing: The use of counterfeit web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;

- Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning:

- Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;

- Fast flux hosting: Use of fast-flux techniques to disguise the location of Websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities. Fastflux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;

- 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 denial- of-service attacks (DDoS attacks);

- Distribution of child abuse images; and

- Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

5. Additional Terms and Restrictions

5.1 Two Letter Domain Name restrictions: Registrant of a letter/letter two-character ASCII label must 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.

5.2 Registry Reserved Names: Registry Operator reserves the right to withhold from registration and or availability second level domain names and to update its reserved names from time to time.

5.3 The Registered Name Holder must abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

5.4 The Registered Name Holder further agrees that if it collects or maintains

sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

6.   Reserved and Restricted Names Policy

Reserved and Restricted Names Policy ("Policy") of .mobile

6.1   Please note that the Registry may modify this Policy from time to time at its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.mobile** Registry website and giving ninety (90) days prior written notice to all **.mobile** Registrars.

6.2   The Registry may reserve (i.e. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). The Registry may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:

6.2.1   Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry's strategic partners; names for later release; geographic domains not on the ICANN reserved lists; specific geographic abbreviations;

6.2.2   Names Reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the New gTLD Registry Agreement;

6.2.3. Premium Names for later release by the Registry

6.2.4   Names that are temporarily unavailable due to processing delays from Sunrise or Limited Registration Period registrations, or for other reasons.

7.   Sunrise Overview

Trademark Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse ("Trademark Holder") to notify the Registry of its registered trademark, and apply to register the corresponding **.mobile** domain name.

During Sunrise only Trademark Holders may apply for a domain name that constitutes an "exact match" of their mark, in accordance with the ICANN Trademark Clearinghouse ("TMCH") policy. The Registry will notify the TMCH whenever a valid Sunrise Application is received. The Registry will charge a Sunrise domain name registration fee for registrations of domain names during Sunrise ("Sunrise Price").

The Trademark Holder is responsible for protecting any domain names which match its trademarks. If a Trademark Holder fails to reserve any domain name during Sunrise, any other party is free to register that domain name during Limited Registration Period, Early Access Period or General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Because some generic terms may be the subject of trademark registration, certain generic names may be withheld from Sunrise availability, in accordance with Registry policy.

7.1   Sunrise Registration Anti-Hijack Provisions for .mobile

Registered Names obtained in accordance with the Sunrise registration process shall be solely registered to the qualified applicant thereof who

is the owner of the trade or service mark registration on the basis of which the Sunrise registration was allocated. Such Registered Names shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to Sunrise qualification, and shall remain subject to the provisions of the Sunrise Challenge Policy.

Registered Names obtained in accordance with the Sunrise registration shall not be maintained using a privacy or proxy registration services.

7.2   Start Date Sunrise

The Registry will operate an "Start-Date Sunrise" process. This means allocation of names occurs on a first come first serve basis. Applicants meeting all Sunrise criteria for an available domain will be awarded their applied-for domain in the order of approval of their applications. The .mobile Sunrise shall have a duration of at least sixty (60) days. Other than the ICANN requirement to submit a valid Signed Mark Data File ("SMD File") with Sunrise applications, the Registry does not apply allocation criteria in its Sunrise application process.

7.3   Sunrise Fees

The Registry requires the payment of a non-refundable Sunrise Application Fee, in addition to the payment of a minimum of one year (1) of non-refundable registration fee.

The renewal price for domain names registered during Sunrise will be the General Availability Fee then in effect.

Any complaints about compliance with this policy should be addressed to: The Abuse Manager

Email: abuse@get.mobile

Mailing address:

The DNS Abuse Manager .mobile

DISH DBS Corporation

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Englewood, CO 80112 USA

Contact form:
https://get.mobile/contact-us

Privacy Policy:
https://get.mobile/privacy-policy