

# .ABLE Domain Name Registration Terms and Conditions

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ABLE Inc.

## ABOUT THIS DOCUMENT

ABLE Inc. (the “Registry”) has created this document to set forth the Registration Terms and Conditions concerning the registration of second level domains in the .ABLE Top-Level Domain (“TLD”).

## OVERVIEW

The .ABLE Top Level Domain is an Internet Domain Extension exclusively developed for use by ABLE Inc. The .ABLE top-level domain will allow ABLE Inc. to tailor its online presence with short, custom, memorable names, as well as more effectively market its products and services. ABLE Inc. aims to create an advanced and trusted online space that provides secure and stable access to its products and services.

ABLE Inc. is the Registry Operator for .ABLE and its contract to run and operate the TLD is governed by ICANN as defined in its Registry Agreement (RA) (<https://www.icann.org/resources/agreement/ABLE-2015-06-25-en>).

The Registry reserves the sole and exclusive rights to make any changes in its registration policy, and with regards to domains registered in the TLD (including new registration, renewals, transfers, deletions, and cancellations) when deemed necessary. ABLE Inc. intends to edit and revise this document from time to time in order to accurately reflect the needs of the company and its use and operation of the TLD.

## DEFINITIONS

**Accredited Registrar:** an ICANN Accredited Registrar that has signed an agreement with ABLE Inc. to provide registrations services for the TLD.

**ASCII:** the American standard code for information interchange.

**Allocation:** the method by which a domain name is created and assigned to an Applicant.

**Applicant:** a natural person, company, or organization submitting a Sunrise, Founders Program, or General Availability Application for a domain name in the TLD.

**Application:** the complete and technically correct request for a domain name, which complies with this plan, policies and any other policy issued by Registry Operator, ICANN or contracted third parties with Registry Operator to perform or support registry related functions.

**Claims Notice:** a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

**Claims Services:** the services that collectively provide Applicants with a Claims Notice, and Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

**Claims Period:** any period during which the Claims Services are provided.

**Domain Name:** means a domain name in and maintained by the Registry Operator's database consisting of at least the Domain Name Label and TLD together, separated by a dot (e.g., "example.ABLE").

**Domain Name Label:** means the characters to the left of the dot that precedes the TLD (e.g., in the Domain Name "example.ABLE", "example" is the label).

**Eligibility Requirements:** Eligibility Requirements mean the requirements to qualify as a domain registrant under the TLD.

**ICANN:** Internet Corporation for Assigned Names and Numbers.

**International Domain Name:** An Internet domain name that contains at least one label that is displayed in software applications in a language-specific script or alphabet, such as Arabic, Chinese, Japanese or the Latin alphabet-based characters with diacritics, such as French.

**Registrant:** The entity having registered a second level domain name.

**Registry Operator (Registry):** The entity administering the TLD.

**Reserved Names List (RNL):** The list of domain names to be reserved from the availability for general registrations and to be allocated based on appropriate processes described by ICANN or specifically developed policies of the Registry.

**SLD:** A Second-Level Domain (commonly referred to as "Domain", "Domain Name", or "Label" refers to the characters to the left of the TLD. (example.ABLE)

**SMD File:** the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period and signifies that the TMCH has verified that the trademark contained in the SMD File meets the requirements for inclusion in the TMCH in accordance with TMCH Guidelines in force at the time when a complaint under this Plan is filed.

**TLD:** Top Level Domain

**TMCH:** TMCH means the Trademark Clearinghouse, a service operated by Deloitte and IBM to facilitate in trademark rights validation and claims services.

**TMCH Guidelines:** are the guidelines published by the TMCH for mark holders and agents to inform them about the eligibility requirements for inclusion of marks in the TMCH and participation in sunrise services (currently found at <http://www.trademark-clearinghouse.com>).

**TMCH Sunrise and Claims Operator:** means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

## ELIGIBILITY AND REGISTRATION POLICY

The registration of domain names within the TLD shall be restricted to ABLE Inc. Able Inc. may, in its sole discretion, elect to license the use of registrations within this space to; appropriate corporate divisions, subsidiaries, and other affiliated entities.

In order to apply to register a registrant will have to be a verifiable entity of ABLE Inc. Only such entities will be deemed to have met the Eligibility Requirements to register a SLD in the TLD.

### Licensing Domain Name Registrations

As indicated above, ABLE Inc., in its sole discretion, may elect to license the use of domain name registrations within the TLD to corporate divisions, subsidiaries, and other affiliated entities. In such cases ABLE Inc. will remain the registrant of record for all domain name registrations within the TLD, and shall retain the authority to modify or terminate such registrations at any time via the Accredited Registrar.

### Acceptable Domain Names

A domain name that will be accepted as valid for registration is one that:

1. has not already registered
2. is not subject to an Application that is being currently processed by the auction provider.
3. has not been blocked, reserved, or restricted
4. meets the technical requirements below

### Technical Requirements

Names in the TLD will be registered at the second level in the following format: "example.able"

The string (the portion labeled example above) must contain a minimum of one character from the letters a-z in the standard US ASCII character set. Domain names may include the numbers 0 (zero) through 9 (nine) as well as a hyphen. (-).

- The string may not begin with a hyphen (-)
- The string may not contain a hyphen in both the 3rd and 4th positions unless it is a valid Internationalized Domain Name
- The string may be a maximum of 63 characters in length

\* Upper and lowercase characters are treated as identical.

\* *Registry Operator may make available one and two-character domains at its sole discretion at a later date to be determined by Registry Operator.*

### **Term of Registration**

Domain names can be registered for one (1) year to ten (10) years as long as the total number of registration years does not exceed ten (10) years.

### **International Domain Names (IDN)**

The Registry will support International Domain Name Registrations in the Japanese Language and will implement additional languages when deemed appropriate.

## **REGISTRATION PERIODS**

### **Sunrise Registration Period**

Registry operates .able as a single registrant TLD, meaning Registry is the only eligible registrant in the TLD. Registry has been granted an exemption to Specification 9 of its Registry Agreement which allows it to operate in such a manner. In accordance with ICANN policies, Registry will conduct a Sunrise Registration Period for 30 days commencing after a 30-day notice period to ICANN and the TMCH.

A Sunrise Applicant (“Applicant”) must meet the qualifications specified by ICANN requirements and detailed in the TMCH Guidelines, as they may change from time to time.

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied-for Label is contained in the SMD File. The Registry will reject applications where verification of the SMD File fails or the applied for Label is not contained in the SMD File. Allocation of domains in the Sunrise Period will be done on a First Come, First Served basis.

### **Claims Registration Period**

The Registry will operate the TMCH Claims Services for the first 90 days of General Availability in accordance with the Rights Protection Mechanisms outlined in Specification 7 of its Registry Agreement.

## **RESERVED AND RESTRICTED DOMAIN NAMES**

The Registry will Reserve, Block or otherwise restrict any names required by ICANN as defined in its Registry Agreement. Registry may propose the release of such names to ICANN subject to review and subsequent approval of ICANN.

## **ACCEPTABLE USE**

Operating a safe, stable, and secure top-level domain for the brand as well as using the TLD as new method for improving communications, awareness, and overall brand promotion are central to ABLE Inc.'s goals in operating the .ABLE TLD. Registrations under the TLD should support this overall mission and will be subject to internal review prior to registration.

Domain names registered in the TLD may not be used in a manner which:

- infringes any other third parties rights
- is in breach with any applicable laws, government rules or requirements
- or for the purposes of:
  - undertaking any illegal or fraudulent actions, including but not limited to; distribution of malware, spam, operation of botnets, engagement in phishing activities, or
  - defamation of ABLE Inc. or its subsidiaries, affiliates, dealers, employees, etc.

ABLE Inc. will take measures to ensure that the content displayed on live websites on SLDs meet the goals of the company. Websites which contain content irrelevant to the Registry Operators business or content that does not meet the terms and conditions set out in this Domain Use and Registration Policy will result in the immediate cancellation, transfer, deletion or suspension of the domain.

## DISPUTE RESOLUTION

The Registry Operator will comply with all dispute resolution mechanisms as defined in the registry agreement as well as all consensus policies and procedures developed and required by ICANN.

These dispute mechanisms include, but are not limited to:

- Uniform Domain Name Dispute Resolution Policy (“UDRP”).
- Uniform Rapid Suspension system (“URS”); and
- Trademark Post-Delegation Dispute Resolution Procedure (“PDDRP”);

The Registrants of domain names under the TLD agree to be bound by all applicable domain name dispute policies, as outlined in this Policy.

## WHOIS DATA

The Registry provides Thick Whois access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry’s website using a standard web interface at [www.nic.ABLE](http://www.nic.ABLE). Both

interfaces are publicly available at no cost to the user and are reachable worldwide. This service is compliant with ICANN's requirements for the provision of Whois information and is available to any Internet user and the use of such service does not require prior authorization or permission.

## **CHANGES AND UPDATES TO THIS POLICY**

This document is subject to updates and changes from time to time as Registry Operator sees fit. Any and all changes or updates to this policy will be in effect at the time they are published on the Registry Website. This policy has been prepared in the English language; however, Registry Operator may translate this policy in other languages as determined necessary. In the event of any inconsistency, the English language version shall apply.