

# Cars Registry Limited Launch Plan and Related Policies

Version 1.0

Cars Registry Limited

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# 1 General Provisions

## 1.1 Scope and Applicability

This document summarizes the processes, procedures, and rules applicable to launch-phase Registration of a name in the .CAR gTLD as of 20 August 2014.

Capitalized terms and phrases not defined in context are defined in Section 4.

## 1.2 Launch Timeline

The dates and periods listed below are subject to change.

All such changes will be posted on the Registry website at [www.nic.car](http://www.nic.car) (the “Registry Website”).

All sunrise timelines listed below will be preceded by a notice period of no less than thirty (30) days, to inform registrars and prospective sunrise registrants of the first come, first served sunrise periods below.

Launch Phase	Timeframe	Description
Sunrise A Registrations	30 Days	After an announcement of the Start-Date Sunrise period 30 days before the period begins, this is a pre-launch opportunity for trademark holders to submit Registration Requests for .CAR names corresponding to Trademark Clearinghouse (TMCH) entries. Proxy services may not be used in connection with Sunrise A Registrations. Sunrise names will be registered on a first-come, first-served basis.
Sunrise B – Dot-Spanning	Occurs immediately after the end of Sunrise A	The pre-launch opportunity for Sunrise A applicants for whom the ending portion of the trademark string corresponds to CAR. Applicant may respond to invitations to register second-level names in .CAR truncated prior to such ending portion – i.e. in which the trademark “spans the dot”. Proxy services may not be used in connection with Sunrise B Registration. Sunrise B registrations will be allocated after the Sunrise A Start-Date period.
General Availability	As soon as possible after sunrise ends	Following the opening of general registrations. Registrants may apply on a first-come, first-served basis to register .CAR names.
Premium Names	As soon as possible after sunrise ends	After the close of the Sunrise, the Registry may allocate Premium Names, designated as Registry Reserved, from time to time in its discretion via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

## 1.3 Registration of .CAR Names

Registration Requests for .CAR names may be submitted only by an Accredited Registrar.

The Registry will not accept a Registration Request for a .CAR name unless it meets the following technical and syntax requirements:

- a. the name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b. the name cannot begin or end with a hyphen;
- c. the name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n");
- d. the name cannot exceed 63 characters (excluding the TLD); and
- e. until further notice, the name must contain at least 3 characters.

The Registry will not accept Sunrise Registration Requests from proxy services.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

- a. to enforce Registry Policies and ICANN Requirements; each as amended from time to time;
- b. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
- c. to protect the integrity and stability of the Registry System, its operations, and the .CAR TLD;
- d. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry;
- e. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- f. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
- g. as otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

## 1.4 Term

.CAR names may be registered for a period of no less than one year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the “Term”).

It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

## 1.5 Payment to the Registry

The Registry will not accept a Registration Request and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Request, or names that result in a Registration will be released in accordance with Registry Policies and ICANN Requirements.

## 1.6 Registry-Registrant Agreement

Prior to submitting a Registration Request, the Accredited Registrar must secure the affirmative consent of the Applicant to the terms of the applicable Registry-Registrant Agreement.

## 1.7 Reserved Names

The Registry has reserved certain names from registration in the .CAR TLD (“Registry Reserved Names”), including, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time.

After the conclusion of Sunrise, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted.

## 2 Sunrise Rules

### 2.1 Scope and Applicability

These provisions describe the processes, procedures, and rules applicable to Sunrise A and Sunrise B as described in Section 1.2 above.

Sunrise applications may be submitted for Available Names, meaning .CAR names that have not been reserved, restricted, or otherwise allocated prior to commencement of the respective launch phase.

### 2.2 Eligible Applicants

#### 2.2.1 Sunrise A Eligibility

To be eligible to submit a Registration under Sunrise A, a Sunrise Applicant must be the registrant of a corresponding TMCH entry and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

#### 2.2.2 Sunrise B (“Spanning the Dot”) Eligibility

To be eligible to submit a Registration Request under Sunrise B, an Applicant must:

- a. Have qualified and applied for a Sunrise A Registration under the terms thereof;
- b. The qualified Sunrise A second-level string must terminate in “CAR”; and
- c. Timely respond to the Registry invitation to register a qualifying Sunrise B name.

Following the conclusion of Sunrise A, the Registry will invite qualifying Applicants to submit requests for registration of Sunrise B names, subject to of such names being Registry Reserved names corresponding to otherwise generically useful names. At the conclusion of Sunrise A and after responses to invitation to register Sunrise B names, unique applications for Available Names in Sunrise B will be allocated to Applicants who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies.

### 2.3 Allocation of Sunrise Registrations

Sunrise A Registrations will take place on a first-come, first-served basis throughout the 30-day Start-Date Sunrise period. At the conclusion of Sunrise A and prior to General Availability, the registry will identify and invite registrations that meet the eligibility criteria for Sunrise B described herein and in accordance with Registry Policies.

### 2.4 Certification / Liability

All Registration Requests must be conditioned on the Applicant’s certification, representation, and warranty that the request is compliant with the relevant Sunrise requirements.

By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the .CAR TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors.

Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the .CAR TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in Registration of a name.

## 2.5 Determinations

The determinations of the Registry regarding any Registration Request shall be final and non-appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

## 2.6 Additional Safeguards for Sunrise Names

### 2.6.1 Anti-Hijack Provision

Sunrise names shall be solely registered to the qualified Applicant, and 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.

### 2.6.2 Sunrise Challenge

Names registered in Sunrise A or B shall at all times remain subject to a Sunrise Challenge process under which a Sunrise registration shall be cancelled and subject to reservation by the Registry if:

- i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect); the trademark had not been court-validated or protected by statute or treaty; or the trademark was not properly subject to the "trademark +50" eligibility for TMCH entry;
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration in accordance with applicable TMCH string matching rules;
- iii. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the effective date of the Registry Agreement and was not applied for on or before ICANN announced the applications received;
- iv. the trademark registration on which the domain name registrant based its Sunrise registration is not the subject of actual and substantial use in commerce in the issuing

jurisdiction on which the TMCH entry is based, and has not been for a sufficient period to constitute abandonment thereof; or

- v. the domain name is otherwise a non-exclusive and generically applicable term, and is not used or reserved by the registrant in connection with the goods and/or services on which the subject trademark registration is based.

Additional detail is provided in the separate Sunrise Dispute Resolution Policy.

## 2.7 General Availability

Upon the commencement of General Availability, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

## 2.8 IP Claims Notification

Cars Registry Limited will send IP Claims notifications in accord with the ICANN and TMCH policies. In the event an Applicant proceeds with a Registration Request, a notification is sent to the record holder of the TMCH entry. Such Applicant will further be deemed on notice of the intellectual property claims corresponding to the TMCH entry, and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding.

## 3 Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Policy, Uniform Rapid Suspension Policy, Transfer Dispute Resolution Policy, and Sunrise Registration Challenge Policy.



## 4 Defined Terms

Accredited Registrar is a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

Applicant is a natural person, company, or organization in whose name a Registration Request or a Reservation Request is made.

Available Names are .CAR names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry's receipt of a Registration Request.

ICANN Requirements include the Registry's obligations under the Registry Agreement between Cars Registry Limited and ICANN dated [Date], and all ICANN Consensus Policies applicable to the .CAR TLD.

Registrant is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .CAR TLD.

Registration means a .CAR name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for registration during a specified term.

Registration Request is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the .CAR TLD.

Registry is Cars Registry Limited Inc.

Registry Policies means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

Registry-Registrant Agreement is the Registry-Registrant Agreement Schedule and/or Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

Registry-Registrar Agreement is the agreement between Registry and Accredited Registrars, as amended from time to time.

Registry System means the system operated by Registry or Registered Names in the .CAR TLD.

Registry Website is [www.nic.car](http://www.nic.car)