

*PRIVATE & CONFIDENTIAL*  
*.WATCHES Domain Name Registration Policy*

*Dated November 2015*

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## .WATCHES Domain Name Registration Policy

This .WATCHES Domain Name Registration Policy (the “**.WATCHES Domain Policy**”) sets out the terms and conditions governing the registration and use of domain names in the .WATCHES Top-Level Domain.

This .WATCHES Domain Policy may be updated periodically, without prior notice, so please regularly check our website to keep informed of updates. Changes will take effect on no less than fifteen (15) days’ notice. The current version can be found at *nic.watches/policy* and was last updated in November 2015. **The full terms and conditions will be updated prior to the launch of the .WATCHES registry.**

### Definitions & Interpretation

**Abuse Point of Contact** means the .WATCHES Top-Level Domain’s abuse response team, which can be contacted at *abuse@valideus.com*.

**Acceptable Use** means the standards of acceptable use set out in this .WATCHES Domain Policy.

**Affiliate** has the meaning set out in the Registry Agreement.

**ICANN** means the Internet Corporation for Assigned Names and Numbers.

**Identical Match** means that the domain name consists of the complete and identical textual elements of a trademark. In this regard names which would be identical to the trademark but for the following amendments qualify as Identical Matches: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate descriptive words describing (“@” and “&”); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen. A name does not qualify as an Identical Match where it is a plural or “marks contained” (i.e., “brandx” in “brandxproducts”).

**Losses** means all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees on a solicitor/ client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties.

**Registrant** (or “**you** or **your**”) means an individual or entity seeking to initiate registration of a .WATCHES domain name.

**Registrar** means any ICANN accredited registrar designated by the Registry Operator from time to time for the registration of .WATCHES domain names.

**Registry Agreement** means the agreement entered into between ICANN and Registry Operator relating to the designation of Registry Operator as the registry operator for the .WATCHES Top-Level Domain.

**Registry Operator (or “we” or “us”)** means Richemont DNS Inc., a company incorporated in Switzerland whose place of business is at Hinterbergstrasse 22, Steinhausen 6312, Switzerland.

**Sunrise** means an opportunity for trademark owners to register the exact Identical Match of their trademark as a domain name prior to general domain name availability in the .WATCHES Top-Level Domain; any Sunrise registrations in the .WATCHES Top-Level Domain are subject to eligibility criteria.

**Top-Level Domain** means the final characters after the dot in a domain name; in the case of nic.WATCHES, this is “WATCHES”.

**.WATCHES** means the .WATCHES Top-Level Domain.

**.WATCHES Registry** means the registry operated by Registry Operator relating to the .WATCHES Top-Level Domain.

*Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.*

*Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.*

*References to any legislation are references to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it so far as the amendment, replacement or re-enactment does not substantially change the effect of that legislation or does not adversely affect the liabilities or obligations of the parties under this .WATCHES Domain Policy.*

*All communications and information under this .WATCHES Domain Policy shall be in English.*

## Registration Eligibility

Eligibility to register a .WATCHES domain name remains to be confirmed.

## Registration Terms & Conditions

Registration terms & conditions remain to be confirmed.

## Suspension, Revocation and Termination

Suspension, revocation and termination provisions remain to be confirmed.

## Domain Name Registration Rules

Domain name registrations in the .WATCHES Top-Level Domain will follow a four-step process managed by Registry Operator: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; and (iv) Registration.

.WATCHES domain name registrations will be available to eligible Registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .WATCHES Top-Level Domain, they will be subject to the .WATCHES IDN registration pairing rules as and when they are developed.

#### **(i) Eligibility Confirmation**

Eligibility to register a .WATCHES domain name remains to be confirmed.

#### **(ii) Naming Convention Check**

.WATCHES domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long;
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these;
- c. must start and end with an alphanumeric character, not a hyphen;
- d. must not be a Reserved Name; and
- e. must not at the second-level contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid IDN in ASCII encoding (for example “xn--ndk061n”).

#### **(iii) Acceptable Use Review**

The Acceptable Use Review policy for a .WATCHES domain name remains to be confirmed.

#### **(iv) Registration**

Provided that the .WATCHES Eligibility Confirmation, Naming Convention Check, and Acceptable Use Review are satisfied, and any associated fees paid, Registry Operator will instruct the Registrar to proceed with the registration or renewal of your .WATCHES domain name. The acceptance of any registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval of Registry Operator.

### **Renewal and Cancellation**

At the conclusion of the registration period for a .WATCHES domain name, unless you have instructed the Registrar otherwise, with a copy to us, prior to the expiration of your .WATCHES domain name registration, you will be deemed to ask the Registrar to renew and the Registrar will renew your .WATCHES domain name registration on the basis of an agreed standing renewal order. In the event your .WATCHES domain name registration is renewed, the Registrar will collect any applicable renewal fees from you.

If at any point prior to the registration expiration date you no longer wish to maintain your .WATCHES domain name registration, you may submit a written request by email to Registry Operator at [info@nic.watches](mailto:info@nic.watches) and the Registrar requesting cancellation of your registration.

Please note that if you cancel your .WATCHES domain name registration, Registry Operator is under no obligation to make that domain name available for your future registration.

### Agents and Representatives

You may instruct an agent or representative to act on your behalf to register or maintain the registration of a .WATCHES domain, and all instructions from a duly authorised agent or representative shall be deemed to be given by you. We are not liable for any Losses suffered in connection with our acting on these instructions.

### Acceptable Use

The Acceptable Use policy for a .WATCHES domain name remains to be confirmed.

### Technical and Operational Protocols

By registering a .WATCHES domain name, or by asking us to maintain or renew a .WATCHES domain name registration, you agree to employ any security protocols determined by Registry Operator to be appropriate from time to time for the timepiece-related industry served by the .WATCHES Top Level Domain.

### Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in the Registry Agreement, and in particular:
  1. the terms “example”, “www”, “rdds”, and “whois” at all levels, which at Registry Operator’s discretion shall be withheld from registration or allocated to Registry Operator; and
  2. the term “nic”, at all levels, as this term shall be allocated to Registry Operator for use in connection with the operation of the .WATCHES Top-Level Domain.
- b. any term reserved by Registry Operator from time to time as directed by ICANN and/or authorized by the Registry Agreement; or
- c. any obscene or offensive term.

The .WATCHES Reserved Names Dispute Resolution Procedure (“RNDRP”) is incorporated herein by reference. The RNDRP provides an administrative procedure for resolving challenges to the reservation, or proposed release from reservation, of reserved domain names. You agree that the RNDRP is the sole and exclusive mechanism for addressing the reservation, or proposed release from reservation, of reserved domain names.

### Rapid Takedown Process

In furtherance of Registry Operator’s efforts aimed at abuse prevention and mitigation, or where it appears that a .WATCHES domain name is being used to threaten the stability or security of the .WATCHES Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by Registry Operator, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to Registry Operator on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of Registry Operator's request, Registry Operator may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If Registry Operator determines that the subject domain name is being used to threaten the stability or security of the .WATCHES Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator reserves the right to immediately remove the subject domain name from the zone, in which case Registry Operator will inform the Registrar of such action being taken.

### **Abuse Prevention and Mitigation**

Registry Operator will not tolerate abusive or malicious conduct (including illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal images, online sale or distribution of illegal pharmaceuticals or counterfeit products) in the .WATCHES Top-Level Domain. In addition to any monitoring Registry Operator may undertake to prevent abusive or malicious conduct, Registry Operator has established an Abuse Point of Contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .WATCHES Top-Level Domain.

In the event of any suspected abusive or malicious conduct or violation of this .WATCHES Domain Policy or any applicable laws, Registry Operator may suspend or lock your domain name registration pending resolution of any such suspected violation. Registry Operator may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, Registry Operator may periodically conduct technical analyses to assess whether domain names in the .WATCHES Top-Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets; Registry Operator may provide such analysis to third parties in its sole discretion. If Registry Operator identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the Registrar does not take immediate action, Registry Operator may cancel the domain name or suspend it until the matter is resolved.

Registry Operator or its authorised service provider may remove orphan glue records (see [www.icann.org/en/committees/security/sac048.pdf](http://www.icann.org/en/committees/security/sac048.pdf)) when provided with written evidence that such records are present in connection with malicious conduct.

### **Abuse Point of Contact & Notices**

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .WATCHES Top-Level Domain should be directed to the .WATCHES Abuse Point of Contact. Complaints may also concern WHOIS information accuracy, or

concerns that a .WATCHES domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .WATCHES Abuse Point of Contact and any other notices can be sent by e-mail to: [abuse@valideus.com](mailto:abuse@valideus.com), or by mail at: Registry Operator, c/o .WATCHES Registry Operator, Hinterbergstrasse 22, Steinhausen, 6312, Switzerland, or by phone as provided on registration.

## Data & Privacy

By applying to register a .WATCHES domain name, or by asking us to maintain or renew a domain name registration, you agree to our gTLD Privacy Policy which will be published at a later date.

You agree that Registry Operator's WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .WATCHES domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, Registry Operator may publish these contact details publicly or provide them to third parties.

You also agree that ICANN may conduct WHOIS verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete WHOIS data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete WHOIS contact information, and that reports of such verification may be provided to third parties at the Registry Operator's sole discretion.

## Applicable Law & Disputes

This .WATCHES Domain Policy shall be governed by and construed in accordance with the laws of Switzerland, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to this .WATCHES Domain Policy, including the validity, invalidity, breach or termination thereof, shall be adjudicated or arbitrated in accordance with this .WATCHES Domain Policy.

You agree to comply with all applicable ICANN policies and this .WATCHES Domain Policy. All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the Dispute Resolution Policies identified herein (see Registration Terms & Conditions), court, or other appropriate adjudicatory system. You acknowledge and agree that the Registry Operator does not guarantee the continued use of your .WATCHES domain name in the case of a successful challenge by a third party through one of the dispute resolution mechanisms referenced herein or by the order of a court of competent jurisdiction.

### (i) UDRP

By registering a .WATCHES domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: <http://www.icann.org/en/help/dndr/udrp>.

The UDRP is an out-of-court dispute resolution procedure for adjudicating a claim by a third party that your registration and use of a .WATCHES domain name infringes their trademark rights, i.e., your domain name registration is identical or confusingly similar to a trademark in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful UDRP proceeding would normally result in either the cancellation or transfer of a domain name registration to the UDRP complainant.

In the event of a UDRP decision concerning a .WATCHES domain name, ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of this .WATCHES Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of this .WATCHES Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, Registry Operator will cancel the subject domain name registration. At Registry Operator's sole discretion, such cancelled domain name registration may be placed on a "reserved" list, or may be made available for registration under the terms of this .WATCHES Domain Policy.

### **(ii) URS**

By registering a .WATCHES domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>.

The URS is an out-of-court dispute resolution procedure for adjudicating a claim by a third party that your registration and use of a .WATCHES domain name infringes their trademark rights, i.e., your domain name registration is identical or confusingly similar to a trademark in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful URS proceeding would result in the suspension or cancellation of your .WATCHES domain name for the duration of the registration period (with the complainant having the option of paying to extend that suspension for one year).

### **(iii) REDRP**

By registering or applying for a .WATCHES domain name, you will agree to the applicability of the Registration Eligibility Dispute Resolution Procedure ("REDRP"); the REDRP and rules will be published at a later date.

### **(iv) RNDRP**

By registering or applying for a .WATCHES domain name, you agree to the applicability of the Reserved Names Dispute Resolution Policy ("RNDRP"); the RNDRP and rules and rules will be published at a later date.

### **Limitation of Liability**

Nothing in this .WATCHES Domain Policy shall operate to exclude or limit either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent concealment; or
- any other liability which cannot be excluded or limited under applicable law.

Under no circumstances shall Registry Operator be liable to you (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) for:

- any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- any indirect or consequential loss or damage whatsoever arising under or in relation to this .WATCHES Domain Policy,

even if we were aware of the possibility that such loss or damage might be incurred by you.

Under no circumstances shall the total aggregate liability of Registry Operator or its Affiliates to you (however arising) under or in relation to this .WATCHES Domain Policy, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed a sum equal to one hundred percent (100%) of the total domain name registration fees paid by you to register the .WATCHES domain name.

### **Indemnity**

To the maximum extent permitted by applicable law, you agree to indemnify and keep the Registry Operator and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all Losses resulting from any third party claim, action, or demand arising out of any dispute in relation to the registration and/or use of your .WATCHES domain name, including but not limited to disputes arising out of or in relation with the breach of this .WATCHES Domain Policy.

### **General Terms and Conditions**

If any provision, or part of a provision, of this .WATCHES Domain Policy is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this .WATCHES Domain Policy, and the legality, validity or enforceability of the remainder of the provisions of this .WATCHES Domain Policy shall not be affected, unless otherwise required by operation of applicable law.

This .WATCHES Domain Policy constitutes the entire agreement between you and us in relation to the use of the .WATCHES domain name, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by us of a breach of any provision of this .WATCHES Domain Policy will not operate to be interpreted as a waiver of any other or subsequent breach.

## .WATCHES Launch Policies

The .WATCHES Sunrise policies will be published at a later date.