.rest Registration and Launch Policies

Contents

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1. Registration Policy for TLD .rest

TLD .rest is an open, unrestricted Top Level Domain for the restaurant industry. This short and memorable domain extension is ideal for all restaurants and restaurant related services. Any person or legal entity anywhere in the world may register a TLD **.rest** domain name, and will be subject to the policies herein. Punto 2012 S.A.P.I. de C.V., incorporated in Mexico, is the Registry Operator for the **.rest** Registry.

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 ninety (90) days posting on the **.rest** Registry website, the CentralNic Registrar Console and giving ninety (90) days prior notice to all **.rest** accredited Registrars.

1.1   Term. 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 accredited registrar.

1.2   Names registered in **.rest** must have at least 3 characters and not more than 63.

1.3   Names registered in **.rest** 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).

1.4   Two hyphens may appear in the third and fourth positions in a label in a **.rest** name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced below.

1.5   IDN are supported in **.rest** TLD. IDNs are subject to specific terms and policies set forth by ICANN and/or Registry. The limitations on the length of individual labels and the total length of a name stated in Section 1.2, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation.

1.6   For further information on the Latin IDN tables applicable to **.rest** please see https://manage.centralnic.com/support/idn_tables/rest/latn.

1.7   Mixed scripts are not permitted.

1.8   Registry reserves the right to implement additional IDNs in **.rest**.

1.9   Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., http://*example*, or mail@*example)*. Dotless names would

require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).

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

1.11 Proxy Registrations are permitted in accordance with ICANN policies.

2 Acceptable Use Policy and Takedown Policy

2.1 All **.rest** names are subject to this Acceptable Use Policy. 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 (90) days prior notice posting on the **.rest** Registry website, notice on the CentralNic Registrar Console and giving notice to all **.rest** accredited Registrars.

2.2 The Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice:

2.2.1 to protect the integrity, security, and stability of the domain name system;

2.2.2 to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;

2.2.3 to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;

2.2.4 per the terms of the Registration Agreement;

2.2.5 to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);

2.2.6 to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);

2.2.7 to correct mistakes made by the Registry or any registrar in connection with the domain name registration; or,

2.2.8 for the non-payment of any fees owed.

2.3 The following activities are prohibited, and constitute registration abuse which may result in cancelling, suspending, transferring and/or or deleting of the domain name. The Registrant and/or user of domain names in the TLD agrees to the following:

a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "**Transmit**") any Content that in the Registry's sole discretion is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. Not harm minors in any way; not abuse children or Transmit child abuse material;

c. Not distribute malware; or operate botnets;

d. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;

e. Not impersonate any person or entity, including, but not limited to, an official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

d. Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted;

e. Not Transmit any Content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

f. Not Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

g. Not Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming";

h. Not Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. Not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

j. Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;

k. Not relay email from a third party's mail servers without the permission of that third party.

l. Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorized material;

m. Not upload, post, email, or transmit the same message, URL, or post multiple times;

n. Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law; and,

o. Not "stalk" or otherwise harass another, or engage in cyber bulling.

2.4   All Registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

2.5   If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.

2.6   In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.

2.9   All **.rest** domain names are subject to ICANN's policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.

2.10   This AUP is to assist Registrants in the lawful use of **.rest** domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this policy.

2.11   Registrants may not operate third level registries with more than 100 sub-domains, unless it has received express written permission of the Registry.

2.12   If a Registrant would like further information about this policy, please contact legal@punto2012.com.

3. Reserved and Restricted Names Policy

Reserved and Restricted Names Policy ("Policy") of **.rest.**

3.1   Please note that the Registry may modify this Policy from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry subject to proving registrars prior notice of ninety (90) days. In addition any revisions or modifications to this Policy shall be effective ninety (90) days after the initial date of posting such revisions or modifications on the Registry's website or on the CentralNic Registrar Console.

3.2   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:

   3.2.1. 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;

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

3.2.3.   Premium Names for later release by the Registry;

3.2.4.   Names that are temporarily unavailable due to processing delays from Sunrise or Landrush registrations, or for other reasons.

4. Launch Plan – Overview

- Sunrise – end date sunrise with a 60 day duration
- Quiet Period 2-4 days
- Landrush approximately 30 days
- Quiet Period (1 business day)
- General Availability

5. Sunrise Policies

1. Sunrise Overview

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 **.rest** 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 Landrush 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.

The Sunrise Dispute Resolution Policy ("SDRP") describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry's Sunrise Policy. This SDRP will not be applied to Registry-reserved names in the TLD.

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 **.rest** Registry website and giving ninety (90) days prior written notice to all **.rest** accredited Registrars.

2 End-Date Sunrise

The Registry will operate an "End-Date Sunrise" process. This means allocation of names occurs at the end of Sunrise. Sole applicants meeting all Sunrise criteria for an available domain will be awarded their applied-for domain. In the event there are multiple eligible applications for the same domain name, all such applicants will be notified of the competing applications, and the post-Sunrise auction process. The **.rest** 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.

3. 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.

4. Sunrise Auctions

Sunrise Auction. If there are multiple Trademark Holders with rights to the same term which all apply for a given, available domain, those applicants may participate in a post-Sunrise auction at the end of Sunrise. The auction will be conducted by the Registry's third party auction provider. However parties are not obligated to participate in an auction; they may chose to withdraw their Sunrise application or privately resolve their conflicting applications.   The starting bid for an auction is the Sunrise Registration Fee plus $1 USD with bid increments escalating during the auction. The auction winner will be awarded the domain provided that the auction winner pays the winning auction bid.

Auction Rules: For Full Auction rules see: www.namejet.com

The results of any auction shall be deemed final and binding upon parties.

5. The TMCH & Trademark Validation

The Trademark Clearinghouse ("TMCH") is responsible for maintaining Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing Sunrise applications, the Registry relies on the validity of mark holder information contained in SMD Files provided by the TMCH.

Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at http://trademark-clearinghouse.com/dispute prior to initiation of a complaint under the SDRP. In the event the TMCH reports fraud in a SMD File or a Sunrise application, the Registry may disqualify the Sunrise application or, in the event that fraud is detected after the Sunrise period, suspend, transfer, reserve and/or delete the applicable domain(s). The Registry reserves the right to put on hold any domain name pending final dispute resolution.

Sunrise and Name Collision Mitigation

.rest was found to be eligible for the Alternative Path to Delegation in accordance with ICANN's New gTLD Name Collision Occurrence Management Plan. In order to comply with name collision mitigation as mandated by ICANN, **.rest** must block a list of domain names and not release or allow the registration until or unless ICANN permits the Registry otherwise. Sunrise applicants may apply for any domain name on the blocked list and if an applicant applies for such a name, that name will

be "reserved" or allocated to the Sunrise eligible applicant, pending determination by ICANN if these names should be released for registration and use. The link to the blocked list can be found here: http://newgtlds.icann.org/en/announcements-and-media/announcement-2-17nov13-en

6. Quiet Period I

Following both Sunrises there will be at least one (1) business day before the commencement of the next phase -- Landrush.

7. Landrush Policy

7.1 Landrush Overview

Landrush is a limited-time opportunity for those who don't qualify for Sunrise but want to secure a valuable **.rest** domain name and avoid first come, first served General Availability. Landrush is open to the general public and there are no qualification requirements to apply for **.rest** domain names during this phase.

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 **.rest** Registry website and giving 90 days prior notice to all **.rest** accredited Registrars.

7.2 Landrush will run for approximately 30 days following the Quiet Period During this Landrush period anyone may apply for **.rest** domain names by application through an accredited **.rest** registrar.

7.3 At the end of the Landrush period, those **.rest** domain names with a single eligible applicant will be automatically allocated to such sole applicant. However those **.rest** domain names with more than one eligible applicant will proceed to a closed auction between the competing applicants. The auction will be conducted by the Registry's third party auction provider, who will conduct an auction to determine which applicant will be awarded the contested domain name.

7.4 Landrush Fees

Fees that are due include:
1. Non-Refundable Application Fees
2. Landrush domain registration Fee (as determined by the Registrar)
3. Winning auction bid (in respect of a contested domain names)

The renewal prices of Landrush domain names shall be the same as general availability renewal prices, as determined by the sponsoring registrar.

7.5 Registration periods during Landrush, may be from 1 -10 year periods.

7.6 The Claims Period will be in effect during the entire duration of the Landrush Period. As such, an Applicant must acknowledge and accept the information contained within any Claims Notice that

may be presented before processing of the Application. See the Claims Period section of these policies for more information on the Claims Period.

7.7 LANDRUSH AUCTIONS

7.7.1 In the event that multiple applications are made for the same domain name during Landrush, these contending applications will be settled by auction to the highest bidder. The Auction shall be carried out by the Registry's third party auction provider. Any applicant may choose to withdraw their Landrush application or privately resolve the contending applications.

7.7.2 Starting bids for auctions will commence at the Landrush registration fee plus $1 USD with bid increments escalating over time. If bidders do not bid at least the Landrush registration fee plus $1 then the domain name may not be awarded. The final price must be paid prior to the allocation of the domain name.

For full auction rules, procedures and terms see: www.namejet.com

7.7.3 The outcome of any auction shall be deemed final and binding upon the parties. A party that either loses an auction or withdraws its Landrush application shall receive a refund of the Landrush domain registration fee. However, the application fee is non-refundable.

7.8 Any name that is found on the **.rest** SLD block list, found at http://www.icann.org/sites/default/files/tlds/rest/rest-apd-list-12nov13-en.csv will be blocked by Registry at the conclusion of the Sunrise Period and may not be available to applicants during Landrush.

8. Quiet Period II

There will be a quiet period of 1 business day at the end of Landrush and before the commencement of General Availability.

9. General Availability

9.1 Upon the commencement of General Availability, available names will be allocated via **.rest** Accredited Registrars on a first-come first-served basis subject to Registry Policy and ICANN requirements. 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 **.rest** Registry website and giving 90 days prior notice to all **.rest** accredited Registrars.

9.2 The first ninety (90) days of the General Availability period will subject to the Claims Notifications. As such, an applicant for a domain name must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the application for registering a domain name. See the Claims Period section of these policies for more

information on the Claims Period.

9.3 Any name that is found on the **.rest** SLD block list, found at http://www.icann.org/sites/default/files/tlds/rest/rest-apd-list-12nov13-en.csv will be blocked by Registry at the conclusion of the Sunrise Period and may not be available to applicants during General Availability.

10. IP Claims Notification

The Registry will send IP Claims notifications in accordance with the ICANN and TMCH policies during landrush registrations and for a further period of ninety (90) days commencing from the General Availability launch date of **.rest**. In the event an Applicant proceeds with a Registration Application, a notification is sent to the record holder of the TMCH entry. Such Applicant may further be deemed on notice of the intellectual property claims corresponding to the TMCH entry.

11. Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including:
 Uniform Domain Name Dispute Policy (http://www.icann.org/en/help/dndr/udrp),
Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs),
Transfer Dispute Resolution Policy (http://www.icann.org/en/help/dndr/tdrp), and
Sunrise Dispute Resolution Policy (See below at 12.)

12. Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise. This SDRP is effective as of 1 April 2014. An SDRP Complaint may be filed against a domain name registered during the **.rest** TLD during its sunrise period, until 31 August 2014. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry's SDRP criteria. 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 **.rest** Registry website and giving 90 days prior written notice to all **.rest** accredited Registrars.

1.   Initiating a Dispute and Internal Review

Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: **legal@punto2012.com**.

When possible, the Registry may attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the TMCH, it will advise the potential

complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint directly to the National Arbitration Forum as outlined in this Policy.

Frivolous Complaints

A complainant, complainant's counsel, or complainant's counsel's firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, **.rest** or otherwise) deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without grounds. In denying use of this policy, the Registry or the Dispute Resolution Providers, National Arbitration Forum may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

2**. Applicable Disputes**

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a third-party Sunrise Registration was improper under one or more of the following criteria.

2 A. Improper Sunrise Registration-Trademarks A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the **.rest** TLD does not comply with the provisions of the Registry's Sunrise Program. The complaint must prove one or more of the following elements:

    i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;

    ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration;[1]

    iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or

    iv. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

3. Evidence and Defenses

a. Evidence

Panelists will review the Registry's Sunrise Policy in making its decision.

b. Defenses

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[1] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedies

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names available for registration.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

Following the internal review process set forth in Section 1, any Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum. (http://domains.adrforum.com/main.aspx?itemID=1900)

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding before a Panelist. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding.[2] The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

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[2] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

(i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;

(ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and

(iii) decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry[3] will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Forum, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Forum, the Panelist or their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

8. Relation To Other Dispute Resolution Policies This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to

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[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications The Forum reserves the right to modify this SDRP at any time subject to the terms of its MoU with the Registry. Such revised SDRP shall be posted on the Forum Website at least thirty (30) calendar days before it becomes effective;[4] unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

13. Privacy Policy of .rest

Introduction

13.1 Punto 2012 S.A.P.I. de C.V., incorporated in Mexico, is the Registry Operator for the Top Level Domain TLD **.rest** ("the Registry"). As a Mexican registered company, the Registry is subject to the privacy laws and regulations of Mexico. In addition the Registry has a Registry Service Provider based in England and subject to data protection laws of England and the EU. The Registry collects information about visitors to the Registry website and **.rest** registrants through a variety of means. This information is stored and used in a number of different ways. This Privacy Policy is intended to outline the information the Registry collects, how it's stored, how it's used and how it's protected. 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 **.rest** Registry website and giving ninety (90) days prior written notice to all **.rest** accredited Registrars.

13.2 The Registry having considered the applicable laws on data protection principles, which have guided the development of this policy:

1. Personal data shall be processed fairly and lawfully.

2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

4. Personal data shall be accurate and, where necessary, kept up to date.

5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

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[4] The Forum may correct typographical errors without notice.

6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

13.3 Relationship with Registrars

13.3.1 Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry Registrar Agreement ("RRA") with the Registry. These registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

13.3.2 The RRA with registrars require that they ensure that their connection to the registry system is secure, and that all data exchanged between their system and the registry system is protected. However, the Registry cannot ensure or guarantee the security of registrars' systems. Registrants should contact their registrar if they have any questions or concerns about how the registrar processes, stores and transmits their personal information.

13.4 What information the Registry collects

13.4.1 All domain names registered in the **.rest** database has to be associated with the following information:

- **Registered Name Holder** (or registrant): the legal owner of the domain name.

- **Administrative Contact:** the entity authorized by the registrant to interact with the registrar on behalf of the registrant.

- **Technical Contact:** the entity authorized by the registrant to maintain the technical operations of the domain name.

- **Sponsoring registrar:** The entity authorized by the registrant to register and manage the domain.

- **Name servers:** the domain name servers to which the domain must be delegated in order to function.

13.4.2 The following information may also be provided:

- **Billing Contact:** the entity authorized by the registrant that is responsible for payment of registration and renewal fees to the registrar.
- **DNSSEC DS records:** digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

13.4.3 The Registrant and the Administrative, Technical and Billing Contacts described above include the following information:

- Contact Name/Role

- Organisation
- Street Address
- City
- State/Province
- Post code
- Country
- Phone
- Fax
- Email

13.4.4. The registrar provides this information to the Registry when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration. The registrar does not share the Registrant's methods of payment or such other information about services a registrant may have with a given registrar.

At the point of registration, the Registry also stores the following information:

- The creation date of the domain,
- The expiry date of the domain,
- Status codes used to lock the domain, prohibit updates, etc.,
- A random authorisation code used for transfers.

13.5 Information the Registry does not collect

Because the Registry does directly interact with registrants, the Registry does not receive or store any of the following information:

- The IP address of the registrar's customer,
- Any credit card information,
- Any passwords used by the registrant to access the registrar's website.

13.6 How information is stored

Domain name registration information is stored in a central database. This database is hosted in a secure colocation facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorized access.

13.7 How information is used

As a domain name registry, we use this information in the following ways:

1. We use the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains.

This information can be queried through our public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

2. The Registrant, Administrative, Technical and Billing Contact information is published via our Whois service.

   The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:

   a. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
   b. Determining the registration status of domain names;
   c. Assisting law enforcement authorities in investigations for enforcing national and international laws;
   d. Assisting in combating abusive uses of information communication technology;
   e. Facilitating inquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
   f. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
   g. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

3. The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:

   a. Non-payment of registration or renewal fees by the registrar[5]
   b. Misdirected SSL certificate requests
   c. Complaints of trademark or copyright infringement, malware, fraud or spam

13.8 An example of a typical Whois record appears below.

```
Domain ID:CNIC-DO57351
Domain Name: SAMPLE.rest
Created On:03-May-2014 12:00:42 UTC
Last Updated On:16-Apr-2014 16:26:58 UTC
Expiration Date:03-May-2015 23:59:59 UTC
Status:OK
Registrant ID:H1030205
Registrant Name:Hostmaster, Punto 2012 S.A.P.I. de C.V.
Registrant Street1: Juan Escutia 29, Condesa,
Registrant Postal Code:  06140
Registrant Country:MX
Registrant Phone:+52.8700170900
Registrant FAX:+52.8700170901
Registrant Email:domains@centralnic.com
```

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[5] In most cases, this is not required, however the Registry reserves the right to send notifications in some circumstances.

Admin ID:C11480
Admin Name:Domain Administrator
Admin Organization: Punto 2012 S.A.P.I. de C.V.
Admin Street1: Juan Escutia 29, Condesa,
 Admin City: Mexico
Admin Postal Code:06140
 Admin Country:MX
Admin Phone:+52.8700170900
Admin FAX:52.8700170901
Admin Email:domains@Punto2012.com
Tech ID:C11480
Tech Name:Domain Administrator
Tech Organization:PUNTO 2012 S.A.P.I. DE C.V.
Tech Street1: Juan Escutia 29, Condesa,
Tech City:Mexico City
Tech Postal Code: 06140
Tech Country:MX
Tech Phone:+52.8700170900
Tech FAX:+52.8700170901
Tech Email:domains@Punto2012.com
Billing ID:H1030205
Billing Name:Hostmaster, PUNTO 2012
Billing Street1: Juan Escutia 29, Condesa,
Billing City: Mexico
Billing Postal Code:06140
Billing Country:MX
Billing Phone:+52.8700170900
Billing FAX:+52.8700170901
Billing Email:domains@Punto2012.com
Sponsoring Registrar ID:C11480
Sponsoring Registrar Organization: Punto 2012 S.A.P.I. de C.V.
Sponsoring Registrar Street: Juan Escutia 29, Condesa,
Sponsoring Registrar City: Mexico City
Sponsoring Registrar Postal Code: 06140
Sponsoring Registrar Country:MX
Sponsoring Registrar Phone:+52.8700170900
Sponsoring Registrar FAX:+518700170901
Sponsoring Registrar Website:http://www.NIC.rest/
Name Server:NS.PUNTO2012.COM
DNSSEC:Signed
DS Key Tag 1:56736
Algorithm 1:7
Digest Type 1:1
Digest 1:6419B7C362DC3904484D519507208AB2CDF62947
DS Key Tag 2:56736
Algorithm 2:7
Digest Type 2:2
Digest 2:BAC5C176500C920C4DF5013DD0A84C3BA4CAAF916C91F017F06B36EF E7788774

13.9 How information is protected

All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar Consol and the Registry website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to the Registry's system. This is the same technology used to secure e-commerce systems and online banking.

As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

13.10 How to get further information or ask a question

If a Registrant has any questions or comments about this policy, please contact:

By email: info@punto2012.com or legal@punto2012.com

14. Whois Access Policy

Dissemination of Domain Registration Information:

Punto 2012 S.A.P.I. de C.V., the Registry Operator for TLD **.rest** ("Registry Operator"), is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Operator's website using a standard web interface at www.nic**.rest** (port 80).

Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; the Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry Operator, you agree to abide by this Whois Access Policy (this "Policy "). 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 **.rest** Registry website and giving 90 days prior written notice to all **.rest** accredited Registrars and. on the CentralNic Registrar Console.

Security and Stability Considerations:

Abuse of the Registry Operator's Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorised parties

will be limited and unauthorised queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Registry Operator's Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

The **.rest** Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any **.rest** Registry Operator policy. At **.rest** Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

Terms of Use:
By accessing Whois Data from the Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois Data to:

• allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);

• enable high volume, automated, electronic processes that send queries or data to the systems of the Registry Operator, its registry service provider or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or

• collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:

• The Whois service is not a replacement for standard EPP commands;
• Whois Data is not considered authoritative for registered domain objects;
• The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
• Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the **.rest** Registry Operator's searchable Whois service is available on its website at www.nic**.rest**.

15. Definitions

In this document:

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

"Allocation" means the method by which a domain name is created and assigned to an Applicant, "Allocated" shall have a corresponding meaning.

"Applicant" means a natural person, company or organisation in whose name an Application is submitted.

"Application" means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

"Available Names" means **.rest** names that have not been reserved, restricted, registered, awarded, or otherwise allocated.

"CentralNic Registrar Console" means the console provided by CentralNic available at https://registrar-console.centralnic.com.

"Claims Notice "means 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" means 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" means any period during which the Claims Services are provided.

"General Availability" means the point in time following which requests to register a domain name may be received from any eligible party on a first come, first served basis.

"ICANN" means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

"ICANN Requirements" means the Registry's obligations under the Registry Agreement between Registry and ICANN and all ICANN Consensus Policies applicable to the **.rest** TLD.

"Landrush Period" means a period between the Sunrise Period and General Availability during which Applications for a domain name may be received from any interested eligible party.

"Launch Program" means the Sunrise Period and the Landrush Period described in this document but does not include General Availability.

"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 **.rest** TLD.

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

"Registration Agreement" means the agreement between Registrant and Accredited Registrar for registration of the domain name.

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

"Registry" or "Registry Operator" is Punto 2012 S.A.P.I. de C.V.

"Registrar" means an entity that is authorised to offer domain name registration services in relation to the TLD.

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

"Registry-Registrar Agreement" or "RRA" 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 **.rest** TLD.

"Registry Website" is www.nic.rest.

"SMD File" means 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.

"Sunrise" means the period during which Sunrise- eligible Trademark Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period.

"Sunrise Registration" means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

"Trademark Holders" are those eligible trademark owners who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the eligibility requirements specified in the Trademark Sunrise Policy.

"TLD" means Top Level Domain and for the purpose of this policy the TLD shall be **.rest**.

"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.

"Trademark Clearinghouse Guidelines" means the guidelines which can be found at the following link http://www.trademark-clearinghouse.com (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

"Trademark Clearinghouse" means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

"Trademark Match" means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

"Trademark Record" means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

"Validated Mark" means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.