Sunrise Policy

June 2008

CONTENTS

1. DEFINITIONS

Acceptable Use Policy	the Acceptable Use Policy, as published by the Sponsoring Organisation on the Registry Web Site and as may be properly amended or modified from time to time.
Current Sunrise Applicant	the Sunrise Applicant whose Sunrise Application is submitted for validation, either because it was the first complete Application in the queue for the particular Domain Name or because prior Application(s) were rejected during the validation process.
Documentary Evidence	evidence provided by a Sunrise Applicant to the Validation Agent in accordance with the rules set out herein.
Domain Name	a second level domain name within the domain of the Registry TLD about which the Registry or an affiliate engaged in providing Registry Services maintains data in the Shared Registry System, arranges for such maintenance, or derives revenue from such maintenance. A name in the Shared Registry System may be a Domain Name even though it does not currently appear in the Registry TLD zone file.
Domain Name Holder	an individual, organisation or company holding a Domain Name registration.
Eligible Trademark	is defined in Section 5.2.
ICANN	the Internet Corporation for Assigned Names and Numbers.
Reconsideration Fee	the fee payable by the party filing a Sunrise Reconsideration Proceeding, as further described on the Validation Agent website.
Registrar	a person or entity accredited by ICANN that (i) contracts with Sunrise Applicants, (ii) has entered into a Registry-Registrar Agreement with the Registry, (iii) collects registration data about such Sunrise Applicants, and (iv) is entitled to submit Sunrise Applications and registration information for entry in the registry database.
Registration Fee	the fee that is charged by the Registry to the Registrar when registering a Domain Name following a decision to accept a Sunrise Application.
Registry	Telnic Limited, a limited liability company duly incorporated and validly existing under the laws of England and Wales, with its principal place of business at 37 Percy Street, London W1T 2DJ United Kingdom, which is responsible, in accordance with the Registry Agreement, for providing Domain Name registration services within the Registry TLD. Where applicable, the term "Registry" also includes the Registry's service providers and subcontractors.

Registry Agreement	the Registry Agreement between the Registry and ICANN (or its assignee) dated 30th May 2006, for the operation of the Registry TLD, as properly amended or renewed from time to time.
Registry Policies	the Acceptable Use Policy, the Sunrise Policy, the Whois Policy and such other policies as may be adopted by the Sponsoring Organisation for application to the Registry TLD.
Registry Services	is defined in the Registry Agreement.
Registry TLD	the .tel top-level domain.
Registry Web Site	the web site operated for the Registry TLD by the Registry.
Request for Reconsideration	a notification by a party of the grounds for a dispute pursuant to this Policy such as to initiate a Sunrise Reconsideration Proceeding in accordance with this Policy.
Shared Registry System	the Registry system that allows Registrars to register, renew and maintain Domain Names.
Sponsoring Organisation	the entity responsible for the policies and deployment principles of the Registry TLD.
Sponsoring Registrar	an ICANN-accredited Registrar sponsoring a Sunrise Application and/or a Domain Name registration for the Registry TLD.
Sunrise Applicant	an individual, organisation or company in whose name a Sunrise Application is submitted to the Registry.
Sunrise Application	a request for registration of a Domain Name made by a Registrar during the Sunrise Period and in accordance with this Sunrise Policy.
Sunrise Application Database	the web-based, publicly available database of Sunrise Applications, as further described in Section 10.2.
Sunrise Period	the period to be specified by the Registry during which owners of Eligible Trademarks may apply with the Registry for the registration of a Domain Name in accordance with the Sunrise Policy.
Sunrise Policy	this Sunrise Policy, as may be properly amended or modified from time to time.
Sunrise Reconsideration Proceeding	a proceeding challenging the decision of the Validation Agent that a Sunrise Application does or does not satisfy the eligibility criteria contained in this Sunrise Policy.

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Validation Agent	the entity appointed by the Registry which is responsible for verifying whether a Sunrise Application is in accordance with the Sunrise Policy.
Validation and Processing Fee	the fee charged to Registrars by the Registry for validation and processing of any Sunrise Application.
Whois Policy	the Whois Policy, as published by the Sponsoring Organisation on the Registry Web Site system, and as may be properly amended or modified from time to time.

2. PARTIES SUBJECT TO THIS POLICY

In order to assist trademark owners with protecting their trademarks during the launch of the Registry TLD, the Sponsoring Organisation has developed this Sunrise Policy, which describes, among other items, (i) the terms under which trademark owners may submit Sunrise Applications to the Registry during the Sunrise Period, (ii) the way in which such Sunrise Applications will be processed and validated by the Validation Agent, and (iii) the rules under which Sunrise Applications may be challenged. This Policy, together with any interpretative guidelines issued by the Sponsoring Organisation, applies to:

(a)   Sunrise Applicants;

(b)   the Registry;

(c)   the Registrars;

(d)   any party in whose name a Request for Reconsideration is submitted; and

(e)   the Validation Agent.

3. THE FIRST COME, FIRST SERVED PRINCIPLE

Unless provided for otherwise in any Registry Policy, Sunrise Applications will be received and processed by the Registry on a first come, first served basis. The date and time of receipt by the Registry's systems of a complete and technically correct Sunrise Application shall be the only reference point for determining the order in which such requests are received. The time and/or date of ordering a Domain Name with a Registrar, or the time and/or date of the Registrar transmitting a Sunrise Application to the Registry will not be determinative.

4. REGISTRATION CHANNEL AND BASIC REGISTRATION REQUIREMENTS

1.2   Registration Channel. Sunrise Applications can only be submitted to the Registry by a Registrar.

1.3   Requirements. A Sunrise Application will result in a Domain Name registration only if all of the following requirements are met:

(a)   the Sunrise Application is received by the Registry within the Sunrise Period;

(b)   the Sunrise Application is the first complete, accurate and correct Sunrise Application that is received during the Sunrise Period and processed by the Registry in respect of any particular Domain Name, as determined by the Registry;

(c)   the Sunrise Applicant has demonstrated, in accordance with this Sunrise Policy, that it is either (i) the holder of a corresponding Eligible Trademark, or (ii) is the licensee or assignee of the holder of a corresponding Eligible Trademark (as further described in Section 5.1(b));

(d)   no Sunrise Reconsideration Proceedings (as further described in Article 12) are initiated within the given deadline or any such proceedings have been dismissed, as determined by the Validation Agent; and

(e)   the Sunrise Application otherwise complies with the requirements of any applicable Registry Policies, as determined by the Validation Agent and the Registry.

1.4   Term. Domain Names registered during the Sunrise Period will have an initial term of three (3) years from the date of registration of the Domain Name.

5. ELIGIBILITY; DOMAIN NAMES

1.5   Registered Owners. During the Sunrise Period, only the following may file Sunrise Applications (subject in each case to the conditions set out in any Registry Policy):

(a)   the registered owner of an Eligible Trademark will be eligible to file a corresponding Sunrise Application;

(b)   a licensee of an Eligible Trademark duly authorised by the relevant registered owner will be eligible to file a corresponding Sunrise Application, provided that the Sunrise Application includes a certification from the registered owner of the Eligible Trademark (in the form provided by the Registry) that the licensee is entitled to file the Sunrise Application corresponding to the Eligible Trademark; and

(c)   an assignee of an Eligible Trademark will be eligible to file a corresponding Sunrise Application, provided that the Sunrise Application includes a certification from the registered owner of the Eligible Trademark (in the form provided by the Registry) that the assignee is the owner of the Eligible Trademark.

1.6   Eligible Trademark. An "Eligible Trademark" is a trademark or service mark that that has been registered, where the registration meets the following criteria:

(a) the registration is issued by the competent public authority or intergovernmental organisation referred to in the Sunrise Application;

(b) the registration has national effect (as described in Section 5.3);

(c) the application for such registration is filed prior to the 30th May 2008; and

(d) the trademark or service mark was registered prior to the date that the corresponding Sunrise Application is submitted to the Registry.

1.7 <u>National Effect</u>. A trademark registration "having national effect" means that the registration is issued by a trademark registration authority having jurisdiction over an entire nation, such as:

(a) national trademarks and service marks;

(b) Benelux trademarks; and

(c) Community trademarks.

1.8 <u>Ineligible Trademarks</u>. The following are not considered as Eligible Trademarks:

(a) trademarks or service marks for which an application for registration has been filed, but is not actually registered (or received a "registered" status) by the competent public authority or intergovernmental organisation referred to in the Sunrise Application, or has lapsed, been withdrawn, revoked or otherwise is no longer in full force and effect by the time the Sunrise Application is validated by the Validation Agent;

(b) unregistered (including common law) trademarks or service marks;

(c) US state trademarks or service marks;

(d) international applications made through the Madrid system, unless these are based on or have resulted in a registered trademark of national effect as described above; and

(e) any other rights to a sign or a name, including Domain Names.

6. SYNTAX REQUIREMENTS FOR DOMAIN NAMES APPLIED FOR DURING THE SUNRISE PERIOD

1.9 <u>Syntax</u>. Domain Names applied for during the Sunrise Period are subject to the same syntax requirements as are described in the Acceptable Use Policy.

1.10 <u>Identicality</u>. During the Sunrise Period, the Domain Name applied for must be identical to all text or word elements contained in the Eligible Trademark.

1.11 <u>Exceptions</u>. The following are technical exceptions to the principle described in Section 6.2:

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(a)   If the trademark invoked by the Sunrise Applicant includes one or more spaces between words, the spaces may be removed entirely or replaced with a hyphen;

(b)   If the trademark invoked by the Sunrise Applicant includes a special character (such as -, @, !, §, %, ^, © or &), these characters may, at the Sunrise Applicant's option, be:

   (i)   eliminated entirely from the Domain Name; or

   (ii)   transcribed; or

   (iii)   replaced with a hyphen.

(c)   If the Eligible Trademark includes ASCII letters with certain additional elements that do no exist in standard Latin script (such as "ä, é or ñ"), such letters may be:

   (i)   reproduced without such elements ("a", "e", "n"); or

   (ii)   replaced by conventionally accepted spellings, (such as "ae").

1.12   <u>Figurative Signs and Logos</u>. A Sunrise Application may be based on a figurative sign or logo that is protected by an Eligible Trademark if the Validation Agent determines that the following conditions are satisfied:

(a)   the sign exclusively contains a name, or

(b)   the word element is predominant, and can be clearly separated or distinguished from the device element, provided in each case that:

   (i)   all alphanumeric characters (including hyphens, if any) included in the Eligible Trademark are contained in the Domain Name applied for, in the same order as that in which they appear in the sign, and

   (ii)   the general impression of the word is apparent, without any reasonable possibility of misreading the characters of which the sign consists or the order in which those characters appear.

7. CONTENTS OF A SUNRISE APPLICATION AND ADDITIONAL DOCUMENTARY EVIDENCE

1.13   <u>Information</u>. Registrars must submit certain bibliographical information in the Sunrise Application concerning the Sunrise Applicant and the trademark invoked in the Sunrise Application. In order to be accepted for processing by the Registry, the Sunrise Application must contain the following information:

Mandatory Field	Description
trademark_name	name for which an Eligible Trademark is claimed

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	– description of such Eligible Trademark with the trademark office.
trademark_country	country, region, locality or Organisation wherein the Eligible Trademark is registered (in accordance with the WIPO ST.3 standard).
trademark_registration_date	date on which the Eligible Trademark was registered (not applied for) by the competent trademark office (as shown on certificate / public record).
registration_number	current registration number of the Eligible Trademark.
applicant_capacity	the capacity of the Sunrise Applicant (owner, licensee or assignee of the Eligible Trademark).

1.14   Reliance on Published Information. In most instances, when validating a Sunrise Application, the Validation Agent will rely on the information published by the trademark offices of the countries, regions or localities identified in the Sunrise Application. In some circumstances, however, the Validation Agent may request additional Documentary Evidence, as described in Article 8 below.

8. DOCUMENTARY EVIDENCE

1.15   Documentary Evidence. By submitting a Sunrise Application, the Sunrise Applicant agrees that, if requested by the Validation Agent, it will provide Documentary Evidence to verify the information in the Sunrise Application. For example, additional Documentary Evidence will be required if the Eligible Trademark invoked in the Sunrise Application is not registered in a country or region, or by an Organisation, in the following list:

(a)   Australia (AU)

(b)   Benelux Office for Intellectual Property (BX)

(c)   Canada (CA)

(d)   Germany (DE)

(e)   Ireland (IE)

(f)   Office for Harmonisation in the Internal Market (EM)

(g)   United Kingdom (GB)

(h)   United States of America (US)

(i)   The World Intellectual Property Organization (WO)

1.16   Registrar Role. Requests from the Validation Agent for Documentary Evidence will be submitted to the Sponsoring Registrar and Documentary Evidence must be submitted via the Sponsoring Registrar.

1.17   Procedural Requirements. Documentary Evidence must be provided in accordance with the Validation Agent's instructions and timeframes. If the Current Sunrise Applicant does not provide the Documentary Evidence in time or such Documentary Evidence is incomplete or inaccurate the Validation Agent is entitled to determine that the Sunrise Application is not in accordance with the Sunrise Policy.

1.18   Standards. Any Documentary Evidence submitted to the Validation Agent needs to meet at least the following standards:

(a)   The Documentary Evidence must be submitted as an electronic file in .PDF format and a maximum size of 1 Mb;

(b)   Electronic documents must be in DIN A4 or Letter standard layout;

(c)   The contents must be humanly readable; and

(d)   The Documentary Evidence must not be retouched or otherwise altered.

1.19   Official Documents. Any Documentary Evidence submitted must contain at least an up-to-date electronic copy of an official document issued by the corresponding trademark office or trademark registry, or an up-to-date extract from an official online database operated and/or managed by the corresponding trademark office or trademark registry, proving that the Eligible Trademark invoked in the Sunrise Application meets the standards set forth in this Sunrise Policy.

1.20   English Translation. The Validation Agent may request an English translation of any Documentary Evidence that is not written in the English language.

9. **ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES OF SUNRISE APPLICANT**

1.21   Representations and Warranties. When submitting a Sunrise Application to the Registry, the Sponsoring Registrar will ensure that the Sunrise Applicant represents and warrants that:

(a)   the Sunrise Application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

(b)   it is (i) the holder of the Eligible Trademark described in the Sunrise Application, (ii) a licensee duly authorised by the registered owner of the Eligible Trademark described in the Sunrise Application to use that Eligible

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Trademark as the basis for a Sunrise Application, or (iii) the assignee of the Eligible Trademark;

(c)   the trademark mentioned in the Sunrise Application is, on the date of receipt of the Sunrise Application by the Registry, a legally valid, registered and Eligible Trademark;

(d)   any Documentary Evidence that is submitted by or on behalf of the Sunrise Applicant shall be submitted in accordance with the procedures set out by the Validation Agent; any Documentary Evidence submitted shall contain complete, accurate, up-to-date information as required by the Validation Agent and shall not be fraudulent;

(e)   it shall participate in good faith in any proceedings described in this Sunrise Policy commenced by or against the Sunrise Applicant; and

(f)   the Sunrise Applicant accepts and will abide by this Sunrise Policy and any other applicable Registry Policy.

1.22   Right to Reject Sunrise Application. The Sponsoring Registrar will ensure that the Sunrise Applicant expressly acknowledges and accepts that the Registry shall be entitled (but not obliged) to reject a Sunrise Application:

(a)   that does not contain complete and accurate information as described in Section 7.1 of this Policy, or is not in compliance with any other provision of this Policy; or

(b)   to protect the integrity and stability of the Registry system, the operation and/or management of the Registry TLD; or

(c)   in order to comply with applicable laws, regulations, and/or any decision by a competent court or Dispute Resolution Service Provider; or

(d)   to avoid any liability on behalf of the Sponsoring Organisation or the Registry, including their respective affiliates, directors, officers, employees, subcontractors (including, without limitation, the Validation Agent) and/or agents; or

(e)   following the outcome of a Sunrise Reconsideration Proceeding.

10. SUNRISE APPLICATION PROCESSING

1.23   Confirmation. Upon receipt of a Sunrise Application, the Registry shall confirm receipt to the Sponsoring Registrar. Such confirmation shall include the information mentioned in Section 7.1 above, the time and date on which the Registry received the Sunrise Application, and a unique reference number attributed by the Registry to the Sunrise Application.

1.24   Sunrise Application Database. For each Sunrise Application received, the Registry shall make information regarding the Sunrise Applicant and the trademark or service

mark invoked available in a web-based Sunrise Application Database, and any other claims for the same Domain Name filed by other Sunrise Applicants. This Database will also include information on the status of each Sunrise Application, including whether it has been accepted or rejected and whether any Sunrise Reconsideration Proceedings are pending. The Registry and its agents make no warranties of any sort about the accuracy or validity of the data contained in Sunrise Applications or contained in the Sunrise Application Database.

1.25   <u>Sunrise Applicant's Responsibility to Provide Correct Information</u>. The information contained in the Sunrise Application shall be the initial basis on which the Validation Agent shall attempt to validate the Sunrise Application. It is the Sunrise Applicant's responsibility to ensure that the information submitted with a Sunrise Application (including any Documentary Evidence) is correct, complete, legible, accurate and otherwise sufficient to verify on a *prima facie* basis the validity of the claims made in the Sunrise Application. Neither the Sponsoring Organisation nor the Registry (including the Validation Agent) will be liable for any failure to provide information and Documentary Evidence in accordance with the foregoing standard, regardless of whether a Sunrise Application is accepted or rejected.

1.26   <u>No Change to Information</u>. Neither the Registry nor the Validation Agent will amend or cancel the information referred to in Section 7.1 above. As described in Section 8.1 above, however, the Validation Agent may request additional Documentary Evidence to support a Sunrise Application.

1.27   <u>Validation and Processing Fee</u>. The Registry will not process a Sunrise Application unless and until the Sponsoring Registrar pays the Validation and Processing Fee. The Registry will not charge a Registration Fee unless and until the Applicant obtains a Domain Name registration.

11. VALIDATION

1.28   <u>Priority for Validation</u>. Sunrise Applications submitted during the Sunrise Period are subject to validation as described in this Article before the Registry will issue a Domain Name registration.

(a)   If no more than one Sunrise Application is submitted for a particular Domain Name, then the Registry will submit that Application to the Validation Agent.

(b)   If more than one Sunrise Application is submitted for a particular Domain Name, then:

(i)   the Registry will submit the first complete Sunrise Application received by the Registry (based on the time stamp for such Application) to the Validation Agent; and

(ii)   if a Sunrise Application submitted for validation is rejected, then the Registry will submit the next complete Sunrise Application received by the Registry (based on the time stamp for such Application) to the Validation Agent.

1.29 <u>Validation</u>. Upon request of the Registry the Validation Agent will attempt to verify that:

(a) the Sunrise Application submitted during the Sunrise Period refers to an Eligible Trademark, based on a *prima facie* review of (i) the data contained in the Sunrise Application (ii) the data published by the trademark office or other applicable official organisation referred to in the Sunrise Application in a no-cost, freely-accessible, official online database that reproduces the information referred to in Section 7.1 above and/or (iii) absent such freely-accessible online database, the Documentary Evidence provided by the Sunrise Applicant;

(b) the Domain Name corresponds to the designation protected by such Eligible Trademark, as described in Article 6 above; and

(c) the Current Sunrise Applicant is the registered owner of the Eligible Trademark or, if the Current Sunrise Applicant claims to be a licensee authorised to use the Eligible Trademark by the registered owner of the Eligible Trademark or the assignee of such Eligible Trademark, that the registered owner of the Eligible Trademark has submitted the certification described in Section 5.1(b) above identifying the Current Sunrise Applicant as a licensee authorized to file the Sunrise Application.

The Validation Agent will then inform the Registry of its findings. If the Validation Agent is unable to validate the Sunrise Application, the Registry will reject that Sunrise Application.

The Registry will continue to submit Sunrise Applications, if any, for any Domain Name to the Validation Agent, until the earlier of (i) the point at which a Sunrise Application is accepted for that Domain Name or (ii) all Sunrise Applications for that Domain Name have been rejected.

1.30 <u>Validation Agent's Responsibilities</u>. The Validation Agent shall:

(a) carry out its tasks in an objective, transparent and non-discriminatory manner; and

(b) have the right, but not the obligation, to conduct in its sole discretion its own investigations into the circumstances of the Sunrise Application, the information provided therein, and any Documentary Evidence received in this respect.

12. SUNRISE RECONSIDERATION PROCEEDINGS

1.31 <u>Procedure for Initiating Proceeding</u>. Any party authorised under Section 12.2 may commence a Sunrise Reconsideration Proceeding following submission of a Request for Reconsideration to the Validation Agent and payment of the Reconsideration Fee to the Registry, both to be within ten (10) calendar days following publication of the validation results in the Sunrise Application Database. The procedures and templates

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to be used when filing a Request for Reconsideration will be published on the Validation Agent's web site from time to time. A Request for Reconsideration that does not follow those procedures and templates will not be accepted.

1.32   <u>Basis for Reconsideration</u>. A Sunrise Reconsideration Proceeding can only be initiated by the following parties on the basis of the following assertions:

(a)   By a Current Sunrise Applicant whose Sunrise Application has been rejected by the Validation Agent (the "Appellant"), based on an assertion that:

(i)   based on the information in the Sunrise Application in question and any Documentary Evidence submitted to the Validation Agent, the Validation Agent should have accepted the Sunrise Application.

(b)   By any third party (including other Sunrise Applicants) (the "Complainant"), based on an assertion that:

(i)   for the Sunrise Application in question, the Current Sunrise Applicant is not the registered owner of the Eligible Trademark registration on which the Sunrise Application is based and is not a licensee of such registered owner with authorization to file the Sunrise Application;

(ii)   the Domain Name applied for by the Current Sunrise Applicant is not identical to the Eligible Trademark invoked in the Sunrise Application as prescribed by Sections 6.2 and 6.4, save in respect of any permitted exceptions as set out in Section 6.3; and/or

(iii)   the trademark invoked by the Current Sunrise Applicant is not an Eligible Trademark.

1.33   <u>Additional Documentary Evidence</u>. In the case of a Request for Reconsideration, the Validation Agent may, in its sole discretion, request additional Documentary Evidence from the Appellant or the Complainant. Documentary Evidence must be provided in accordance with the Validation Agent's instructions and timeframes, and the provisions of Sections 8.2, 8.3, 8.4, 8.5 and 8.6 shall apply. If the Documentary Evidence requested by the Validation Agent is not provided in time or such Documentary Evidence is incomplete or inaccurate the Validation Agent is entitled to reject the Request for Reconsideration.

1.34   <u>Rejection</u>. If, after review of the Request for Reconsideration and any information provided by the party that submitted the Request for Reconsideration, the Validation Agent determines that the Sunrise Application in question did not meet the criteria laid down in this Sunrise Policy, the Validation Agent will notify the Registry. Upon receipt of such notice, the Registry will reject the applicable Sunrise Application with no refund of any fees or any other liability to the Current Sunrise Applicant. If the Registry rejects a Sunrise Application, the Validation Agent will then proceed to process, in accordance with the Sunrise Policy, the next Sunrise Application received by the Registry for the same Domain Name, if any.

1.35   Acceptance. If, after review of the Request for Reconsideration, the Validation Agent determines that the Sunrise Application in question met the criteria laid down in this Sunrise Policy, the Validation Agent will notify the Registry. Upon receipt of such notice, if no other Requests for Reconsideration of the Sunrise Application are pending, the Registry will accept the applicable Sunrise Application with no refund of any fees or any other liability to the Current Sunrise Applicant.

1.36   Additional Requests for Reconsideration. The Appellant or Complainant in any Request for Reconsideration for a given Sunrise Application shall accept as final the determination of the Validation Agent in respect of that Request for Reconsideration. Notwithstanding the above, there may be subsequent Requests for Reconsideration from further Complainants. Requests for Reconsideration from multiple Complainants for the same Sunrise Application will be processed sequentially in the order that they were filed with the Registry.

1.37   Notice in Database. The Sunrise Application Database will include a notation that a Sunrise Reconsideration Proceeding is underway until all such Proceeding(s) affecting the particular Domain Name have been completed.

13. LIMITATION OF LIABILITY; INDEMNIFICATION

1.38   Standard of Liability. To the extent allowed under mandatory law, the Registry, the Sponsoring Organisation, their respective affiliates, directors, officers, employees, subcontractors (including, without limitation, the Validation Agent) and agents (collectively, the "Relevant Parties") shall only be liable where their gross negligence or wilful misconduct is proven. In no event shall any of the Relevant Parties be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of the Registry system or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name, as well as the consequences of those decisions.

1.39   Limitation on Damages. To the extent allowed under mandatory law, the Relevant Parties' aggregate liability for damages shall in any case be limited to the fees paid by the Registrar to the Registry in relation to the Sunrise Application concerned (excluding Reconsideration Fees). The Sunrise Applicant agrees that no greater or other damages may be claimed from any of the Relevant Parties.

1.40   Indemnification. The Sunrise Applicant shall hold the Relevant Parties harmless from claims filed or disputes initiated by third parties, and shall compensate the Relevant Parties for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Sunrise Application for or the registration or use of the Domain Name by the Sunrise Applicant infringes the rights of a third party.

14. MISCELLANEOUS

This Sunrise Policy may be amended from time to time by the Sponsoring Organisation, which amendments will take effect at the time they are published on the Registry Web Site. The Sponsoring Organisation may furthermore issue interpretive guidelines on the Registry Web Site regarding the provisions of this Sunrise Policy.

Annexes:

1. License declaration for a single trademark
2. License declaration for multiple trademarks
3. Transfer declaration for a single trademark
4. Transfer declaration for multiple trademarks

Annex 1.

License Declaration for a Single Trademark

Please use the form below to provide certification from the registered owner of the Eligible Trademark that the licensee is entitled to file the Sunrise Application corresponding to the Eligible Trademark.

License Declaration for a Registered Trademark (.TEL Sunrise):

Licensor Information:

Name of the trademark owner:		("Licensor")

NOTE: If the Licensor is not the owner of the Trademark, a declaration in the same form as this declaration, duly signed by the actual owner of the Trademark, has to be attached hereto.

Address:	

City:		State/Province:	

Zip/Postal Code:		Country/Economy:	

Named Representative of the company:	

Declaration:

Licensor hereby declares that:

1) It is the owner of the following registered trademark:

Trademark:	

Country where Trademark is Registered: * See WIPO Standard ST-3 (http://www.wipo.int/scit/en/standards/pdf/03-03-01.pdf)	

Trademark Registration Number:		(the "Trademark")

2) The above trademark meets the requirements laid down in the .TEL Sunrise Policy (http://www.telnic.org/downloads/Sunrise_Policy.pdf), and is a legally valid registered trademark which is in full force and effect;

And hereby authorizes:

Licensee Information:

Name :		("Licensee")

Address:	

City:		State/Province:	

Zip/Postal Code:		Country/Economy:	

Named Representative:	

To apply for the registration of the following .TEL domain name:

Domain Name:		(the "Domain Name")

Representation, Warranty and Acknowledgement:

By signing and submitting this License Declaration to TELNIC Ltd, Licensor and Licensee represent, warrant and acknowledge that:

1) They have, prior to receipt of the Sunrise Application by TELNIC Ltd., entered into a license arrangement concerning the use of the above Trademark, registered with the trademark office of the country/economy referred to above;

2) This authorisation is not revocable before the end of the verification process and that, if the Domain Name is registered by TELNIC Ltd., the Domain Name shall be registered in the name of the Licensee; and

3) That the above statements are true, correct and not fraudulent.

Licensee acknowledges that the submission of any incorrect, fraudulent and/or outdated information and/or documentary evidence, and/or any breach of the .TEL Sunrise Policy can invalidate the application for the Domain Name, or result in cancellation of the registration thereof.

Named Representative of Licensor:	

Signature:	**X**	Date:	

Annex 2.

License Declaration for Multiple Trademarks

Please use the form below to provide certification from the registered owner of the Eligible Trademarks that the licensee is entitled to file Sunrise Applications corresponding to the Eligible Trademarks.

If further space is required, please continue the application on an additional page to list all trademarks requiring certificate.

License Declaration for Registered Trademarks (.TEL Sunrise):

Licensor Information:

Name of the trademark owner:		("Licensor")

NOTE: If the Licensor is not the owner of the Trademarks, a declaration in the same form as this declaration, duly signed by the actual owner of the Trademarks, has to be attached hereto.

Address:	

City:		State/Province:	

Zip/Postal Code:		Country/Economy:	

Named Representative of the company:	

Declaration:

Licensor hereby declares that :

1) It is the owner of the following registered trademarks:

Trademark:	Country/Economy where Trademark is Registered: * See WIPO Standard ST-3 (http://www.wipo.int/scit/en/standards/pdf/03-03-01.pdf)	Trademark Registration Number:

2) The above trademarks meet the requirements laid down in the .TEL Sunrise Policy (http://www.telnic.org/downloads/Sunrise_Policy.pdf), and are legally valid registered trademarks which are in full force and effect;

And hereby authorizes:

Licensee Information:

Name :		("Licensee")

Address:	

City:		State/Province:	

Zip/Postal Code:		Country/Economy:	

Named Representative:	

To apply for the registration of the following .TEL domain name:

Domain Name:		(the "Domain Name")
Domain Name:		(the "Domain Name")
Domain Name:		(the "Domain Name")
Domain Name:		(the "Domain Name")
Domain Name:		(the "Domain Name")

Domain Name:		(the "Domain Name")

Representation, Warranty and Acknowledgement:

By signing and submitting this License Declaration to TELNIC Ltd, Licensor and Licensee represent, warrant and acknowledge that:

1) They have, prior to receipt of the Sunrise Application by TELNIC Ltd., entered into a license arrangement concerning the use of the above trademarks, registered with the trademark office of the country/economy referred to above;

2) This authorisation is not revocable before the end of the verification process and that, if the Domain Name is registered by TELNIC Ltd., the Domain Name shall be registered in the name of the Licensee; and

3) That the above statements are true, correct and not fraudulent.

Licensee acknowledges that the submission of any incorrect, fraudulent and/or outdated information and/or documentary evidence, and/or any breach of the .TEL Sunrise Policy can invalidate the application for the Domain Name, or result in cancellation of the registration thereof.

Named Representative of Licensor:		
Signature:	**X**	Date:

Annex 3.

Transfer Declaration for a Single Trademark

Please use the form below to provide certification from the registered owner of the Eligible Trademark that the assignee is entitled to file the Sunrise Application corresponding to the Eligible Trademark

Transfer Declaration for a Registered Trademark (.TEL Sunrise):

Transfer Information:

Name:		("Transferor")
Address:		

City:		State/Province:	
Zip/Postal Code:		Country/Economy:	

Named Representative of the company:	

Representation, Warranty and Acknowledgement:

Transferor hereby:

1) Declares that it was the owner of the following registered trademark:

Trademark:	

Country where Trademark is Registered: * See WIPO Standard ST-3 (http://www.wipo.int/scit/en/standards/pdf/03-03-01.pdf)	

Trademark Registration Number:		(the "Trademark")

2) Represents and warrants that it has transferred the ownership of the above Trademark to:

Transferee Information:

Name :		("Transferee")
Address:		

City:		State/Province:	
Zip/Postal Code:		Country/Economy:	

Named Representative:	
Date of Transfer:	

Transferee hereby represents and warrants that:

1)   The Trademark is in full force and effect;

2)   It has validly obtained the ownership of the Trademark from Transferor;

3) That the above statements are true, correct and not fraudulent.

Transferee acknowledges by submitting this Transfer Declaration with Telnic Ltd. that the submission of any incorrect, fraudulent and/or outdated information and/or documentary evidence, and/or any breach of the .TEL Sunrise Policy can invalidate its application for the . Tel domain name, or result in cancellation of the registration thereof.

Authorization by Transferor:

Named Representative of Transferor:	

Signature: (Transferor)	**X**	Date:

Annex 4.

Transfer Declaration for Multiple Trademarks

Please use the form below to provide certification from the registered owner of the Eligible Trademarks that the assignee is entitled to file Sunrise Applications corresponding to the Eligible Trademarks

If further space is required, please continue the application on an additional page to list all trademarks requiring certificate.

Transfer Declaration for Registered Trademarks (.TEL Sunrise):

Transfer Information:

Name :		("Transferor")
Address:		

City:		State/Province:	
Zip/Postal Code:		Country/Economy:	
Named Representative of the company:			

Representation, Warranty and Acknowledgement:

Transferor hereby declares that :

1) It was the owner of the following registered trademarks:

Trademark:	Country/Economy where Trademark is Registered: * See WIPO Standard ST-3 (http://www.wipo.int/scit/en/standards/pdf/03-03-01.pdf)	Trademark Registration Number:

2) It has transferred the ownership of the above trademarks to:

Transferee Information:

Name :		("Transferee")
Address:		

City:		State/Province:	
Zip/Postal Code:		Country/Economy:	
Named Representative:			
Date of Transfer:		Trademark:	
Date of Transfer:		Trademark:	
Date of Transfer:		Trademark:	
Date of Transfer:		Trademark:	
Date of Transfer:		Trademark:	
Date of Transfer:		Trademark:	

Transferee represents, warrants and acknowledges that:

1) The Trademark is in full force and effect;

2) It has validly obtained ownership of the Trademark from Transferor;

3) That the above statements are true, correct and not fraudulent.

Transferee acknowledges that by submitting this Transfer Declaration with Telnic Ltd. that the submission of any incorrect, fraudulent and/or outdated information and/or documentary evidence, and/or any breach of the .TEL Sunrise Policy can invalidate the applications for the .Tel domain names, or result in cancellation of the registration thereof.

Authorization by Transferor:

Named Representative of Transferor:	
Signature: (Transferor):	Date: