

.gmo

Domain Name Registration Policies

(November, 2020)

Contents

Contents.....	2
Definitions.....	3
Introduction.....	5
Launch Phases.....	5
Article 1. Domain Name Registration and Allocation.....	6
1.1. Purpose and Principles	6
1.2. Registration Eligibility.....	6
1.3. Domain Name Allocation	6
1.4. Domain Name Syntax Requirements; Reserved Names.....	6
1.5. Term of Registration.....	7
1.6. Other Provisions	7
1.7. Abusive Use and Dispute Resolution.....	7
Article 2. The Trademark Claims Notice Services.....	8
2.1. Purpose and Principles	8
2.2. Trademark Claims Notice Services.....	8
Article 3. General Provisions.....	9
3.1. Amendments	9
3.2. Liability.....	9
3.3. Representation and Warranties.....	10
3.4. Notices	10
3.5. Severability	11
3.6. Waiver.....	11
3.7. Compliance with Law.....	11
3.8. Language.....	11
3.9. Applicable Law; Jurisdiction.....	11

Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the .gmo TLD.
Applicant	means an eligible company or organization that applies to register a .gmo domain name via a dedicated account held with an accredited registrar;
Dedicated Account	means an account held with a registrar and pre-verified by the registry that is required in order to register a domain name during all registration phases.
Domain Name	means a name at the second level within the .gmo TLD.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
IDN	means Internationalized Domain Name.
Policies	means these .gmo Domain Name Registration Policies, the Acceptable Use and Anti-abuse Policy, IDN Policy, and WHOIS Access Policy and any other policy pertaining to the operation of .gmo including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Registrant	means the entity in whose name a Domain Name is registered, who is the Registry or an affiliate of the Registry.
Registry	means GMO Internet, Inc.
TLD	means Top-Level Domain
Trademark Claims Notice Service	one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.
Trademark Clearinghouse	A repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.

UDRP

means the Uniform Dispute Resolution Policy as described at <http://www.icann.org/dndr/udrp/policy.htm>.

URS

means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .gmo TLD, setting out the basic rules and procedures applicable to:
 - Applicants submitting an Application with the Registry;
 - the Registry;
 - the Accredited Registrars;
 - the Trademark Clearinghouse Operator; and
 - any eligible entity interested in registering a Domain Name.

All other policies governing the operation of the .gmo TLD are available on the Registry Website.

Launch Phases

Phase	Length	Description
Sunrise	December 21, 2020 (12:00 JST) – January 20, 2021 (23:59 JST)	Period during which holders of Eligible Trademarks will have the opportunity to submit an Application for registration of the corresponding Domain Name in the .gmo TLD. Registration is made on a first-come-first-served basis;
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to trademark holder;.
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Services (Phase 1) will be in effect for at least the first 90 days of General Availability. The Registry will provide at least 10 calendar days notice of any changes via the Registry Website.

Chapter 1. The Sunrise Phase and Trademark Claims Notice Services

1.1. Purpose and Principles

The Sunrise Phase and Trademark Claims Notice Services are rights protection mechanisms required by ICANN to support the protection of verified legal rights for Trademark holders.

The Sunrise Phase provides holders of Eligible Trademarks with the opportunity to apply for and register Domain Names that correspond with such trademarks, as set out in this Chapter.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Sunrise Phase and Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries. Registration in the Trademark Clearinghouse is mandatory for all applications for domain names during the Sunrise Phase.

1.2. Sunrise Eligibility Requirements

Only registered owners, licensees or assignees of Eligible Trademarks may participate in the Sunrise Phase. Applications to register domain names are submitted to the Registry by an Accredited Registrar who acts on behalf of the Applicant, but for its own account.

The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the criteria set out in these Policies;
- the Domain Name corresponds exactly with a trademark registered by the Applicant in the Trademark Clearinghouse;
- a valid SMD file is submitted at the time of Application;
- the Application matches a label contained within the SMD file; and
- the Domain Name is available.

The Registry may reject, revoke or delete at any time, any Application or resulting registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements, without the Applicant or Domain Name Holder being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

1.3. Eligible Trademarks and Domain Name Applications

“Eligible Trademarks” may be one of the following:

- nationally or regionally or registered trademarks;
- court-validated marks; and
- marks protected by statute or treaty

An “Eligible Trademark” is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (<http://www.trademark-clearinghouse.com/>) and has been verified and registered in the Trademark Clearinghouse database.

During the Sunrise Phase, the Domain Name applied for must be an identical match to a label contained within the SMD file submitted with the Application. In addition, it is not possible to register Trademarks that contain mixed scripts (ie. a combination characters from different IDN sets or a combination of IDN and ASCII characters) during the Sunrise Phase. Domain Name Applications must also meet the syntax requirements in Chapter 3 subsection 3 of this Policy.

1.4. Validation of Sunrise Applications

Applications submitted during the Sunrise Phase are subject to validation by the Registry with the Trademark Clearinghouse, which is a condition precedent for the Registry to proceed with the registration of the Domain Name requested in the Application.

The Registry will only process complete Applications submitted with a valid SMD file.

If the Registry is unable to validate the SMD file or if the requested string does not match a label contained in the SMD file, the Application will be rejected.

1.5. Sunrise Duration, Process and Term of Registration

The Registry will conduct a “Start Date” Sunrise, and the Sunrise Phase will be open for 30 calendar days. The Registry may, at its discretion extend the Sunrise phase at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file. Successfully validated Sunrise Applications shall be allocated on a first-come-first-serve basis.

Article 2. Domain Name Registration and Allocation

2.1. Purpose and Principles

.gmo is intended as a domain name that promotes secure communication between IOT devices.

2.2. Registration Eligibility

To registrar and/or renew a .gmo domain name, the Registrant may be an individual or a legal entity. The Registrant must be a customer of Onamae.com and must have an Onamae.com customer handle.

2.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, Onamae.com customers will be entitled to request the registration of any domain name via a .gmo accredited registrar.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

2.4. Domain Name Syntax Requirements; Reserved Names

Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

Syntax Requirements for IDN Domain Names

- the "A-label" must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the .gmo IDN policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

2.5. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

2.6. Other Provisions

Transfer of Use

Registrants may not sell, distribute or transfer control or use of a .gmo domain name to any party that is not an Affiliate of the Registry.

WHOIS Accuracy

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

2.7. Abusive Use and Dispute Resolution

UDRP

UDRP is applicable to all .gmo registrations.

URS

The URS System is applicable to all .gmo registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

Acceptable Use and Anti-Abuse Policy

Abusive use definitions and policy are provided for separately in the Acceptable Use and Anti-abuse Policy available on the Registry Website.

Article 3. The Trademark Claims Notice Services

3.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for Trademark holders.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record

verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

3.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term

The Trademark Claims Notice Services for the first 90 days after launch of the TLD. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day after launch and continue on an ongoing basis.

Trademark Claims Notices

When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time at the time of registration. The Claims notice MUST be provided in English, and SHOULD be provided in the language of the registrar’s registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

Notice of Registered Names (“NORNs”)

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Article 4. General Provisions

4.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

4.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry 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 the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, 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.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry 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 Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

4.3. Representations and Warranties

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the .gmo Abusive Use and Dispute Resolution Policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

4.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided to the Registry in Article 1 above. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

4.5. Severability

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

4.6. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

4.7. Compliance with Law

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

4.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

4.9. Applicable Law; Jurisdiction

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.