

## Scope of application

This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with Article 2.6, second sentence of the Registry Agreement;
2. the rules under which a Domain Name Registration in the .EPOST TLD may be challenged; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .EPOST TLD and the preservation of the integrity of the Registry's or its Affiliate's trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
  - Registrants;
  - the Registry;
  - the Accredited Registrars;
  - any person or entity interested in obtaining a Domain Name.

The Registry may change this Policy, including the conditions and requirements contained herein at its sole discretion, which changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless provided otherwise in writing.

## Eligibility

In order to be eligible to register a Domain Name and maintain a Domain Name Registration in the .EPOST TLD, the Registrant must meet each of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification but – as the case may be – subject to ICANN's (deemed) consent.

If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry, its Affiliates or Licensees to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of

the opinion that the (candidate) Registrant does not meet all of the Eligibility Requirements in force at that time and such non-compliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the EPOST brand and/or any of the Registry's or its Affiliate's trademark(s).

The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith.

The Registry shall verify from time to time whether each and every Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force at the time the request for such registration is made.

## The .EPOST Launch Process

### Purpose and principles

This Policy contains the terms and conditions under which the Registry and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .EPOST TLD.

At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Attachment 1 for its own use. The Registry may change such Attachment 1 at any point in time and at its sole discretion.

Each and every Domain Name Registration request must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Registrant, but for its own account.

However, the Registry will only allow a Domain Name Registration insofar and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in this Policy; and
- the Domain Name is available.

Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name through the Complaints Point of Contact, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

### Trademark Claims Period

After the delegation of the TLD to the Registry, Trademark Claims Services shall be provided as of the start of and throughout the "Claims Period" as notified by the Registry to ICANN.

## Domain Name Allocation

### Domain Name Allocation for Registry Reserved Names

The Registry shall determine at its sole discretion how and when the Domain Names mentioned on the list contained in Attachment 1 hereto shall be registered and used.

### Domain Name Allocation for other Domain Names

In principle, the Registry shall effectuate Domain Name Registrations on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, subject to whether or not a candidate Registrant meets the Eligibility Requirements, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

## Dispute Resolution Policies

### Disputes relating to registered Domain Names

Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before an ICANN-accredited Domain Name Dispute Resolution Service Provider in accordance with the UDRP, the Rules for UDRP and any relevant supplemental rules, and/or the Rules for URS and any relevant supplemental rules, as made available on the website of ICANN ([www.icann.org](http://www.icann.org)); and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP or URS against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar, the language of the proceedings shall be the language of that agreement.

Any party may request the Complaints Point of Contact for further clarification or information with respect to a Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete a Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.

## Eligibility Reconsideration Proceedings

If, after an ex officio review by the Registry and/or following submission of a complaint to the Complaints Point of Contact, the Registry determines that, according to the information contained in the Shared Registry System, the Registrant of a Domain Name did not or does not longer meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.

If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.

No (candidate) Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

## General Provisions

### Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names

Every Domain Name in the .EPOST TLD must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen (“-“), subject to the restrictions set out below;
- the Domain Name cannot begin or end with a hyphen (“-“);
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 1 character.

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.

Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .EPOST TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).

Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the

registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the (candidate) Registrant will obtain such consents before actually registering, delegating and using these Domain Names.

### Term of Registration

When registering a Domain Name, the (candidate) Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same calendar day of the month within which the Domain Name was registered.

The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

### 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 Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars and/or Registrants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

### Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where wilful 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 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, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, including an ICANN-accredited Dispute Resolution Services Provider, as well as the consequences of those decisions.

To the extent allowed under applicable law and unless provided otherwise herein, 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 to the Accredited Registrar or reseller). The (candidate) Registrant

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 a Registrant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

Any Registrant 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 registration and/or use of the Domain Name by such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

For the purposes of this Article, the term “Registry” shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.

## Representations and Warranties

Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name contained in such request in violation of any applicable laws or regulations, including third party interests, throughout the term of such Domain Name Registration; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the (candidate) Registrant represents and warrants that:

- the Application, *casu quo* the Domain Name Registration 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;

- it shall participate in good faith in any proceedings described in this Policy commenced by or against the (candidate) Registrant; and
- the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the EPOST brand, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of the Registry's Affiliates.

The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .EPOST TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents.

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

### Payment of Applicable Fees Due

If payment is required, the Registry shall only be obliged to accept a Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Registrant.

Payment of any fees due, for which the (candidate) Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

### Assignment

Unless expressly provided for otherwise herein, neither party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

### Severability

If any provision of this Policy or any amendments thereto 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 Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

### Waiver

No waiver of any right under this Policy 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 this Policy. 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.

### Compliance with Law

Neither party subject to this Policy will undertake, 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 another party to be in violation thereof in the execution of the terms and conditions set out herein.

### Language

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

### Applicable Law; Jurisdiction

This Policy, as amended from time to time, will be governed by the laws of Germany.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Bonn, and the arbitration language shall be English. Any such arbitration

award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

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 Bonn.

## Attachments

Definitions [http://nic.epost/assets/downloads/Definitions\\_2a\\_modified.pdf](http://nic.epost/assets/downloads/Definitions_2a_modified.pdf)

Attachment 1: [http://nic.epost/assets/downloads/Attachment\\_1\\_Registry\\_Reserved\\_Names\\_2b.pdf](http://nic.epost/assets/downloads/Attachment_1_Registry_Reserved_Names_2b.pdf)

Attachment 2: [http://nic.epost/assets/downloads/Attachment\\_2\\_Reserved\\_Names\\_2c.pdf](http://nic.epost/assets/downloads/Attachment_2_Reserved_Names_2c.pdf)

Attachment 3: [http://nic.epost/assets/downloads/Attachment\\_3\\_ELIGIBILITY\\_REQUIREMENTS\\_neu.pdf](http://nic.epost/assets/downloads/Attachment_3_ELIGIBILITY_REQUIREMENTS_neu.pdf)