

DWANGO Co., Ltd.  
**Registration Policy**  
for “.nico” TLD

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**Draft Version**

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## 1. Domain Name Licenses

Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for a specified period of time in accordance with the Registry Rules. Domain Names may be registered and renewed for 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 years.

## 2. Selection of Registrars

Registrars eligible to register domain names must meet the following non-discriminatory criteria (in compliance with clause 2.9 (a) of the Registry Agreement):

- (i) be an accredited ICANN Registrar;
- (ii) demonstrate a level of understanding of the Domain Name registration policies of the Registry;
- (iii) have business processes to perform automated validation (and any additional human checks as required by the Registry) of the eligibility of the domain name for registration according to the Domain Name policies of DWANGO Co., Ltd.;
- (iv) demonstrate a sufficient level of security to protect against unauthorized access to the Domain Name records;
- (v) demonstrate experience and have appropriate resources in managing abuse prevention, mitigation and responses;
- (vi) provide multi-language support for the registration of IDNs;
- (vii) comply with any re-validation of its Registry-Registrar agreement at such regular intervals as are determined by the Registry or as required by ICANN from time to time;
- (viii) meet applicable technical requirements of DWANGO Co., Ltd.; and
- (ix) comply with all conditions, dependencies, policies and other requirements reasonably imposed by DWANGO Co., Ltd., including maintenance of suitable systems and applications that are capable of interacting with the Registry system.

## 3. Eligible Registrants

The Registrant must be:

- (i) DWANGO Co., Ltd.; or
- (ii) an affiliate entity of DWANGO Co., Ltd.; or
- (iii) an organization explicitly authorized by DWANGO Co., Ltd.

If the Registrant does not meet one of the above eligibility criteria, there is no entitlement to register a Domain Name under the **.nico** gTLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately.

## 4. Registry approval requirement

Registration of Domain Names under the **.nico** gTLD must be approved by DWANGO Co., Ltd. in addition to meeting all requirements under the Registry Rules. DWANGO Co., Ltd.'s approval for a complete and validly submitted application will be authorized by:

- (i) an authorized department as nominated by DWANGO Co., Ltd. ("Authorization Provider"); or
- (ii) an authorized person as nominated by DWANGO Co., Ltd. ("Authorized Person") and notified to the Registrar from time to time.

The Authorization Provider will notify the Registrar of its decision.

## 5. Required criteria for Domain Name registration

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered;
  - b. it is not reserved or blocked by the Registry; or
  - c. it meets all Registry's technical requirements.
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) the Domain Name must be consistent with the mission and purposes of the gTLD and consistent with the Domain Name registration policy of DWANGO Co., Ltd., and include but not be limited to:
  - a. product name;
  - b. service name;
  - c. marketing term;
  - d. geographic identifier; or
  - e. any relevant name or term as approved by Authorization Provider or Authorized Person.
- (iv) compliance with all requirements under the Registry Rules: the Registrant must comply with all provisions contained in the Registry Rules.
- (v) It allows the Registry to implement malware scanning on registered domain names.

## 6. Obligation of Registrants

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of ICANN's Registrar accreditation agreement.

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) it is entitled to register the Domain Name;
- (iv) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (v) if the use of registered Domain Name is licensed to a third party,

- a. the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (vi) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registrant data complies with all applicable data protection laws and regulations; and
- (vii) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

## **7. Registrant contact information**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with clause 3.7.7.1 of the ICANN's Registrar accreditation agreement), including but not limited to the following;

- (i) if the Registrant is a company or organization:
  - a. name of a company or organization;
  - b. registered office and principal place of business; and
  - c. contact details of the Registrant including e-mail address and telephone number;
- (ii) if the Registrant is a natural person:
  - a. full name of the Registrant;
  - b. address of the Registrant; and
  - c. contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

## **8. Revocation of Domain Names**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) in the event the Licensee of the Domain Name breaches any the Registry Rules;
- (iii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iv) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;

- f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (v) in order to protect the integrity and stability of the domain name system and the Registry;
  - (vi) where such Domain Name is placed under reserved names list at any time; and
  - (vii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

## **9. Use of second or third level IDNs**

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

## **10. Use of Geographic names**

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement.

Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with DWANGO Co., Ltd.'s response to Question 22 Geographic Names.

## **11. Reserved Names**

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the gTLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## **12. Allocation of Domain Name**

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

## **13. Limitation on registration / Domain Name licenses**

There is no restriction on the number of Domain Names any Registrant may hold. The Registrant may further license the use of the Domain Name to any third parties provided that the Registrant enters

into an agreement with such third parties on the terms not less onerous than its obligations under the Registry Rules.

#### **14. Protection of third party intellectual property rights**

The Registry will implement all rights protection measures as required by ICANN in clause 2.8 of the Registry Agreement, including the use of the Uniform Rapid Suspension (URS) procedure, and Uniform Domain Name Dispute Resolution Policy (UDRP).

#### **15. Term of registration / renewal**

##### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years.

##### Renewal of registration:

- (i) The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.
- (ii) Upon change of sponsorship of the Domain Name from one Registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the registered Domain Name will be extended by one year, provided that the maximum term of registration at any time does not exceed ten (10) years.
- (iii) The change of sponsorship of the registration of a Domain Name from one Registrar to another, accordingly to Part B of the ICANN Policy on Transfer of Registrations between Registrars will not result in the extension of the term of registration.

##### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

##### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement.

#### **16. Transfer of Domain Names between registrants**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar. The legal heirs of the Registrant or purchaser of the Registrant may request the transfer provided that they meet the eligibility criteria for registration under the .nico gTLD. If the Registrant becomes subject to insolvency or any other proceeding, the administrator may request the transfer. The transferee must provide appropriate documentation as required by the Registry to approve such transfer.

#### **17. Change of Registrar**

If the agreement between the Registry and the Registrar is terminated and if the Registrar has not transferred its Domain Name portfolio to another Registrar, the Registry will notify affected

Registrants. The Registrants must select a new Registrar within one (1) month following such notice from the Registry. If the Registrant fails to appoint a new Registrar within the timeframe set out above, the Registry may suspend the Domain Name.

If the Registrant wishes to change the Registrar, the Registrant must obtain the auth-info code from the Registrant's current Registrar, and request a transfer through the gaining Registrar in compliance with ICANN's Inter-Registrar transfer policy.

## **18.Privacy and Data Protection**

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the **.nico** gTLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

## **19.WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **20.Pricing / Payment**

The new gTLD does not charge a separate fee for the Registrar to register domain names, as the gTLD is used only for the specified mission and purpose of DWANGO Co., Ltd.. DWANGO Co., Ltd. shall bear the cost of operating the Registry.

The Registry will provide Registrars with 30 days' notice of any price change for new registrations, and 180 days advance notice of any price change for renewals in accordance with clause 2.10 of the Registry Agreement.

## **21.Dispute Resolution**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

## **22.Compliance with Consensus and Temporary Policies**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

## **23.Definitions**

**Affiliate** means in relation to a party any corporation or other business entity controlling, controlled by, or under common control of that party and for the purposes of this definition, a corporation or other business entity shall be deemed to control another corporation or business entity if it owns directly or indirectly:

- (i) fifty percent (50%) or more of the voting securities or voting interest in any such corporation or other entity; or
- (ii) fifty percent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or
- (iii) in the case of a partnership, any other compatible interest equal to at least a fifty percent (50%) share in the general partner.

**Domain Name** means a domain name registered directly under the **.nico** gTLD or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into and is in compliance with the registry-registrar agreement for the TLD, and which provides domain name registration services to Registrants;

**Registry** means DWANGO Co., Ltd.;

**Registry Agreement** means the agreement between DWANGO Co., Ltd. and ICANN;

**Registry Rules** mean:

- (i) Registration terms and conditions agreed between the Registry and Registrant for registration of a Domain Name; and
- (ii) Registration policies provided and amended by the Registry from time to time.

**Registrant** means a company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.