

gTLD String: *HEALTH*

Applicant Entity Name: *Afilias Limited*

Application ID#: *1-868-3442*

SPECIFICATION 11 PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on [date to be determined at time of contracting], 2013 (or any subsequent form of Registrar Accreditation Agreement approved by the ICANN Board of Directors) in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.

2. ☐ Registry Operator will operate the registry for the TLD in compliance with all commitments, statements of intent and business plans stated in the following sections of Registry Operator's application to ICANN for the TLD, which commitments, statements of intent and business plans are hereby incorporated by reference into this Agreement. Registry Operator's obligations pursuant to this paragraph shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN ((posted at [url to be inserted when final procedure is adopted])), as it may be amended by ICANN from time to time, the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

N/A

3. ☐ Registry Operator agrees to perform following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

Afilias commits to establishing and enforcing eligibility, registration and use policies with respect to the .HEALTH TLD as follows:

1. Eligibility

The following Registrant Eligibility Policy shall be available on the front page of the .HEALTH Registry website, and incorporated into each Registry-Registrar Agreement (RRA) between Afilias and Authorized Registrars for the TLD:

.HEALTH Registrant Eligibility Policy ("Eligibility Policy").

Only persons or entities that are licensed as a healthcare provider qualify to be a registrant of a .HEALTH domain name. Such license must be granted by a governmental body, or an organization authorized by a governmental body to issue such licenses.

If at any time during the term of registration of a Registered Name a registrant shall no longer meet the requirements of the Eligibility Policy, then, in addition to any other rights of Afilias existing under the RRA between Afilias and any applicable registrar or otherwise, Afilias reserves the right to deny or cancel the

registration, renewal, or transfer of any Registered Name, or to place any Registered Name on registry lock, hold, or similar status, with respect to any such Registered Name that Afiliat, upon reasonable belief formed after reasonable investigation, deems to be registered to a registrant that is not in compliance with the Eligibility Policy.

2. Implementation of AUP

The following Acceptable Use Policy shall be available on the front page of the .HEALTH Registry website, and incorporated into each Registry-Registrar Agreement (RRA) between Afiliat and Authorized Registrars for the TLD:

.HEALTH Acceptable Use Policy:

Registrants of Registered Names in the .HEALTH Registry are responsible to ensure that such Registered Names are at all times registered and used in compliance with all applicable national, federal, regional, state and local laws, ordinances and regulations (“Applicable Laws”), including, without limitation, Applicable Laws related to the provision of healthcare services.

In addition to any other rights of Afiliat existing under the RRA between Afiliat and any applicable registrar or otherwise, Afiliat reserves the right to deny or cancel the registration, renewal, or transfer of any Registered Name, or to place any Registered Name on registry lock, hold, or similar status, with respect to any such Registered Name that Afiliat, upon reasonable belief formed after reasonable investigation, deems to be registered or used in a manner that constitutes a violation of the .HEALTH Acceptable Use Policy.

Further, Registrants in violation of any Applicable Laws may be subject to prosecution or other enforcement of such Applicable Laws by the appropriate authorities.

3. Enforcement of Eligibility Policy and AUP

- A. Registrants of .HEALTH will be subject to the PIC Dispute Resolution Policy (“PICDRP”) to be established by ICANN.
- B. Afiliat will establish a “.HEALTH Non-Compliance Hotline” whereby representatives of governments and law enforcement agencies will be able to contact Afiliat on a 24/7/365 basis to report alleged instances of non-compliance with the .HEALTH Eligibility Policy or the AUP. Afiliat will within twenty-four hours of a call to such hotline begin an investigation into the allegations. In the event non-compliance is determined by Afiliat, it shall take such actions as it deems appropriate as permitted under the Eligibility Policy or the AUP, as applicable.
- C. Further, in its RRA with Authorized Registrars for .HEALTH, the following provisions shall be included:
 - x.x Registrar agrees that all .HEALTH Registrants are subject to the .HEALTH Eligibility Policy (“Eligibility Policy”) and the .HEALTH Acceptable Use Policy

(“AUP”) available at the Registry Operator’s website at *[insert link]*, or such other URL(s) as may be designated by Registry Operator from time to time by notice to Registrar. Registrar agrees that Registry Operator has the right to investigate allegations of non-compliance with the Eligibility Policy or the AUP, and to take such measures as are outlined in Eligibility Policy or the AUP to address non-compliance.

x.y Registrar shall enter into an agreement with each registrant of a .HEALTH Registered Name, which shall include the following provisions at a minimum:

x.y.1 the registrant represents and warrants that such registrant meets the .HEALTH Registrant Eligibility Policy (“Eligibility Policy”) requirements for the Registered Name and further agrees to be subject to the Eligibility Policy at all times;

x.y.2 the registrant agrees to notify the Authorized Registrar promptly of any change in circumstances that causes the registrant no longer to meet the Eligibility Policy requirements for the Registered Name;

x.y.3 the registrant agrees to provide to the Authorized Registrar prompt corrections and updates to the registrant's contact details throughout the term of the registration;

x.y.4 in the case that the registration is being made in the name of an organization or other entity, the person acting on behalf of such organization or entity is authorized to do so;

x.y.5 the registrant agrees to at all times comply with the .HEALTH Acceptable Use Policy (“AUP”);

x.y.6 the registrant agrees to be subject to and abide by the PICDRP and the UDRP; and

x.y.7 **the registrant agrees** that a violation of the Eligibility Policy shall give rights to the Registry Operator of the .HEALTH TLD as outlined in the Eligibility Policy.

x.y.8 **the registrant agrees** that a violation of the AUP shall give rights to the Registry Operator of the .HEALTH TLD as outlined in the AUP.