



ICANN:

Attached please find the Public Interest Commitments (PICs) by the following applicant, a subsidiary of Donuts. We support the PIC process as a manageable and voluntary vehicle to make commitments in our application binding, per the request of the ICANN Government Advisory Committee (GAC). These PICs do not conflict with the content of our application.

With regard to #1 in the draft PIC Specification 11, it should be amended as redlined below to remove the open-ended right of the ICANN Board to approve a new form of the Registrar Accreditation Agreement at any point in the next 10 years with or without support of the other party to the agreement, and prohibiting us from providing registration services through any registrar that does not sign such agreement. As detailed in public comments, that is an over-reach and is not consistent with the multi-stakeholder model. With that said, we do not object to working with only those registrars that sign the 2013 RAA within a reasonable time period after it is approved by the ICANN Board, if it is in a form reasonably acceptable to the Registrar Stakeholder Group. We understand that the parties are close to achieving an approved agreement and we encourage them to do so forthwith.

We also provide these PICs cognizant that ICANN has not yet proposed any details of the PIC Dispute Resolution Policy (PICDRP) that would govern the enforcement of the PICs. We provide our PICs with the understanding that ICANN will provide an acceptable PICDRP.

Finally, we would like to reserve the right to supplement these PICs with additional commitments based on GAC and community feedback.

Jonathon Nevett  
Co-Founder & EVP, Donuts Inc.

<u>Applicant Name</u>	<u>Application No.</u>	<u>TLD</u>
Pearl Woods, LLC	1-1643-67659	.TODAY

## 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 \_\_\_\_\_, 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 the 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.

Registry Operator agrees to the following Public Interest Commitments (PICs), which shall apply to this gTLD

### **1. Open registration**

Second-level registrations in this gTLD will be open and available to lawful registrants. This gTLD represents a generic or dictionary term, and registry operator accordingly will operate it in an inclusive manner. Registry Operator will not limit registrant eligibility based on identity nor restrict availability of second-level names to only registrants whose identity is associated only with the most common usage of the term. Registry Operator will not disenfranchise lawful users who are associated with a minority usage of the term.

### **2. Geographic name protection**

Pursuant to Specification 5 of this Registry Agreement, Registry Operator will transmit to registrars the list of geographic names prohibited from second-level registration. Registry Operator will periodically review this list to ensure it is identical to that maintained by ICANN. Should Registry Operator seek to release these reserved names, it will consult with ICANN's Governmental Advisory Committee and obtain any permissions necessary from ICANN for such release.

### **3. Rights Protection Mechanisms and Abuse Mitigation**

- A. Registry Operator commits to implementing and performing the following protections for this gTLD:
  - 3.1 In order to help registrars and registrants identify inaccurate data in the Whois database, Registry Operator will audit Whois data for accuracy on a statistically significant basis.

- 3.2 Work with registrars and registrants to remediate inaccurate Whois data to help ensure a more accurate Whois database. Registry Operator reserves the right to cancel a domain name registration on the basis of inaccurate data, if necessary.
- 3.3 Establish and maintain a Domains Protected Marks List (DPML), a trademark protection service that allows rights holders to reserve registration of exact match trademark terms and terms that contain their trademarks across all gTLDs administered by Registry Operator under certain terms and conditions.
- 3.4 At no cost to trademark holders, establish and maintain a Claims Plus service, which is a notice protection mechanism that begins at the end of ICANN's mandated Trademark Claims period.
- 3.5 Bind registrants to terms of use that define and prohibit illegal or abusive activity.
- 3.6 Limit the use of proxy and privacy registration services in cases of malfeasance.
- 3.7 Consistent with the terms of this Registry Agreement, reserve the right to exclude from distribution any registrars with a history of non-compliance with the terms of the Registrar Accreditation Agreement.
- 3.8 Registry Operator will be properly resourced to perform these protections.

#### **4. Anti-Abuse Policy**

- 4.1 Registry Operator's Anti-Abuse Policy will be required under the Registry-Registrar Agreement and posted on the registry operator's web site.
- 4.2 Registry Operator will monitor the gTLD for abusive behavior and address it as soon as possible if detected.
- 4.3 Registry Operator reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:
  - 4.3.1 to protect the integrity and stability of the registry;
  - 4.3.2 to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
  - 4.3.3 to comply with the terms of this Registry Agreement and the Registry Operator's Anti-Abuse Policy;
  - 4.3.4 registrant fails to keep Whois information accurate and up-to-date;
  - 4.3.5 domain name use violates the Registry Operator's acceptable use policies, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark; or
  - 4.3.6 as needed during resolution of a dispute.
- 4.4 Abuse Point of Contact. Registry Operator will provide an abuse point of contact (APOC). This contact will be a role-based e-mail address posted on the Registry Operator's web site in the form such as "abuse123@registry.tld". This e-mail address will allow multiple staff members to monitor and address abuse reports. Registry Operator will further provide a convenient web form for complaints.

#### **5. Certain Legal Rights**

"Today" is a generic, dictionary term that is attractive to a deep and diverse group of registrants and accordingly, the gTLD will remain open to all registrants who will put registrations to lawful use. However, when used in connection with a certain television program in the United States, Registry Operator will use commercially reasonable efforts to consult with that brand holder, and in Registry Operator's discretion, will reserve certain names that likely would interfere with the rights of that entity.

These PICs shall be subject to review by Registry Operator starting in January 2016, and Registry Operator, in its sole discretion, may elect at that time to modify or discontinue any of the PICs herein in the case of a substantial and compelling business need.