

## CODE OF CONDUCT EXEMPTION REQUEST FORM

Internet Corporation for Assigned Names and Numbers (“ICANN”)

12025 Waterfront Drive, Suite 300

Los Angeles, California 90094

Attention: New gTLD Program Staff

### **RE: Request for Exemption from Registry Operator Code of Conduct**

DISH DBS Corporation (“Registry Operator”), in connection with the execution of the Registry Agreement for the .DOT TLD (the “Registry Agreement”), hereby requests an exemption from the obligations of the Registry Operator Code of Conduct set forth in Specification 9 to the Registry Agreement (the “Code of Conduct”). Pursuant to such request, Registry Operator confirms that each of the following statements are true and correct (collectively, referred to as the “Statements”):

1. All domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates (as defined in the Registry Agreement);
2. Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator; and
3. Application of the Code of Conduct to the TLD is not necessary to protect the public interest for the following reasons:

**Because the Registry Operator plans to satisfy criteria (1) and (2) above, no public interest concern is present, as compliance with the Code of Conduct would only serve to protect the Registry Operator from itself. Additionally, as suggested in its application for the .DOT TLD, the Registry Operator intends to use the .DOT TLD with its business lines and offer registrations to its Affiliates (as that term is defined in Section 2.9[c] of the Registry Agreement), and third level domain names to partners, contractors and customers. The Registry Operator does not plan to sell or offer any registrations to members of the public, which are not Affiliates. Thus, it is not necessary to protect the public interest through application of the Code of Conduct in instances such as here, where the registry will serve only an internal purpose.**

Registry Operator represents that the registration policies attached hereto as Schedule A are a true and correct copy of the Registry Operator's registration policies for the TLD.

Registry Operator agrees to notify ICANN promptly in writing in the event any of the Statements has become untrue (whether before or after an exemption has been granted).

Registry Operator further acknowledges and agrees that the Exemption will be void if at any time any of the Statements has become untrue.

Submitted by:

Signature: \_\_\_\_\_

Position: Executive Vice President and General Counsel

Date Noted: \_\_\_\_\_

Email: \_\_\_\_\_

1/16/15

## **DOT TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

DOT is a closed, restricted Top Level Domain (“TLD”). Only DISH DBS Corporation and its Affiliates are eligible to register a Domain Name under the DOT TLD. If a Registrant ceases to be eligible for a .DOT Domain Name at any time in the future, the Registry may cancel or suspend the Registrant’s license to use the Domain Name immediately.

Please note that the Registry may modify this Policy periodically at its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the DOT Registry website and giving 90 days prior written notice to all DOT accredited Registrars.

The registration of Domain Names must be approved by authorized person(s) identified by the Registry (“Authorized Person”) in addition to Registrant meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through all DOT accredited Registrars selected by the Registry.

### **2. 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; and
  - b. it is not reserved or blocked by the Registry.
- (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) Compliance with all requirements under the Registry Rules.

### **3. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with a DOT accredited Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules as 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 2013 ICANN Registrar Accreditation Agreement as amended from time to time (“2013 ICANN RAA”).

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) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) 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;
  - b. the third party must have an affiliation or nexus with DISH and its affiliates, such as, for example, customers, partners or vendors of DISH and its affiliates; and
  - c. 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.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

#### **4. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) 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.

#### **5. 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) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) 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.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such Domain Name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

#### **6. 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.

#### **7. 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 DISH's response to Question 22 Geographic Names.

#### **8. 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 TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

#### **9. 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.

## **10. TERM OF REGISTRATION / RENEWAL**

### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

### Renewal of registration:

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.

### Cancellation of registration:

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

### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (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, as amended from time to time.

## **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry and/or Registrar to process personal information and other data required for the operation of the TLD. The Registry and/or Registrar will only use the data for the operation of the TLD including but not limited to its internal use, communication with the Registrant or the Registrar, 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.

## **13. 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.

## **14. DISPUTE RESOLUTION**

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

## **15. 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.

## **16. DEFINITIONS**

**Affiliate** *has the same meaning as defined in Registry Agreement.*

**Domain Name** means a domain name registered directly under the **DOT** TLD 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 an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

**Registry** means DISH DBS Corporation ("DISH");

**Registry Agreement** means the agreement between the Registry and ICANN;

**Registry Rules** mean:

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

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