

Application no: 1-1818-23087

.FIRMDALE Application for Exemption to the Code of Conduct

Requesting the Exemption:

Firmdale Holdings Ltd (hereinafter "Registry Operator"), in connection with the execution of the Registry Agreement for the .Firmdale 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").

Contractual Requirements:

Registry Operator agrees to the following two Code of Conduct registration policies (the "Registration Policies"):

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 Affiliate (as defined in the Registry Agreement); and
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.

Registry Operator submits that application of the Code of Conduct to the TLD is not necessary to protect the public interest.

In its Application, the Registry Operator has stated its purpose in Q18:

The registry will be a "single registrant registry" open only to the Applicant, its affiliates*, future undertakings and its subsidiaries. All dot firmdale addresses will be for the benefit of the business and to better serve its customers.

As evidence of this public interest .Firmdale has not received any objections to its Application to be Registry Operator as a single registrant of this new gTLD.

*Note: * As defined in the Registry Agreement, "Affiliates" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise .*

Eligibility Requirements, Naming Conventions and Acceptable Use Policy for the .firmdale Top-Level Domain managed by Firmdale Holdings Limited

Introduction

.Firmdale is a restricted Top-Level Domain (TLD).

All domain names in the .firmdale Top-Level Domain must be used or intended to be used by Firmdale Holdings Ltd (“Firmdale”) being the Registry Operator or its subsidiaries and Affiliates. Firmdale currently has 7 wholly owned subsidiary companies operating under its “Firmdale” Trademark.

1. Eligibility Policy - .Firmdale (“TLD”).

- 1.1 All domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliate (as defined in the Registry Agreement); and
- 1.2 Registrants may only use domains to further the legitimate business purposes and missions of Firmdale in the Hotel, Restaurant, Travel and Leisure sector including assisting its missions of corporate social responsibility.
- 1.3 Registering a domain name solely for the purposes of selling, trading or leasing the domain name for compensation; or the unsolicited offering to sell, trade or lease the domain name for compensation; or permitting the domain name to be used on any terms whatsoever by any organization, institution or individual other than the one to which it is registered, shall not constitute genuine .Firmdale business use of that domain name.
- 1.4 No entity will be permitted to register the name of any other entity at its own initiative. The Registry Operator as the Registrant of record may, however, designate an external agency as being responsible for administrative or technical aspects of a domain.
- 1.5 The eligibility of a prospective holder of a name in .Firmdale is established subsequent to application and subject to periodic review. No applicant will be deemed eligible without accepting the terms of the Registration Agreement. This agreement is entered into by the submission of an application to Registry either directly or via an authorized channel.
- 1.6 Proxy Registrations will not be permitted.
- 1.7 Registrant Verification at the time of Registration: The Whois information of every .Firmdale domain name is checked at the time of registration before the domain name is activated. This ensures that no domain registration can have inaccurate Whois information at registration time.

2 Naming Conventions

- 2.1 Names registered in .Firmdale may contain the 26 letters of the Latin alphabet, "a-z", the ten digits, "0-9", a hyphen, "-", and a dot, ".". The dot is used exclusively to separate labels. The hyphen may not appear at the beginning or end of a label. A label may not contain more than 63 characters and the total number of characters in a name may not exceed 255 (including a final dot that is not normally displayed as a part of the name).
- 2.2 Two hyphens may appear in the third and fourth positions in a label in a .firmdale name only in accordance with the policies and procedures for Internationalized Domain Names (IDN) referenced in Section 2.3 and 2.4, below.
- 2.3 IDN may supported in .firmdale TLD This is subject to terms and policies. The limitations on the length of individual labels and the total length of a name stated in Section 2.1, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation.
- 2.4 A name containing only two (2) labels may not contain a geographic term set up on the restricted list by ICANN, until such time as ICANN has approved the release to the Registry Operator use of country names or two letter labels.
- 2.5 All names registered in TLD are subject to the provisions of a contractually mandated [Schedule of Reserved Names](#). This list of special reserved names may not be registered, used by third parties, or delegated, used, or activate in the DNS or otherwise made available. This prohibits the use of all one-character and two-character labels on the second level, and lists additional labels that may not be used and the conditions of their restriction. The Reserved Names includes:
 - 2.5.1 ASCII labels ISO 3166-1 alpha-2 standard
 - 2.5.2 ASCII labels: EXAMPLE, WWW, RDDS, NIC, and WHOIS
 - 2.5.3 The Short form (in English) of all Country and Territory names from the ISO 3166-1 List including European Union,
 - 2.5.4 The United Nations group of Experts on Geographical Names Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World
 - 2.5.5 The List of United Nations member states in 6 official United Nations languages
 - 2.5.6 Other reserved names: International Olympic Committee, International Red Cross and red Crescent Movement including IDN variants
 - 2.5.7 Intergovernmental Organisations as designated by ICANN
- 2.6 Dotless domains are not permitted in the TLD. Dotless domain names are those that consist of a single label (e.g., <http://example>, or [mail@example](mailto:example)). Dotless names would require the inclusion of, for example, an A, AAAA, or MX, record in the apex of a TLD zone in the DNS (i.e., the record relates to the TLD-string itself).

3 Acceptable Use Policy

3.1 Domains under the TLD are to be used for business purposes of Registry Operator and its Affiliates. The following list, which is not exhaustive, are prohibited from use and constitute registration abuse which will result in cancelling, suspending or deleting of the domain names TLD. The Registrant or user of domain names in the TLD agrees to the following:

- a. not upload, post, email, transmit or otherwise make available (collectively, "Transmit") any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. not harm minors in any way;
- c. not impersonate any person or entity, including, but not limited to, an. official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted;
- e. not Transmit any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. not Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. not Transmit any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," ;
- h. not Transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. not disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users are able to or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;
- k. not relay email from a third party's mail servers without the permission of that third party.
- l. not use "robots" or otherwise harvesting other's email addresses from the RO. site for purposes of sending unsolicited or unauthorized material.

m. not upload, post, email, or transmit the same message, URL, or post multiple times.

n. not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law; or

o. not "stalk" or otherwise harass another;

4. This policy is subject to change from time to time at the discretion of the Registry Operator and for purposes of compliance with ICANN policies.

This Eligibility, Naming Convention and Acceptable Use Policy entered into effect on 31 October 2013,