

Code of Conduct Exemption Request

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094

29 August 2014

Attention: New gTLD Program Staff

RE: Application for Exemption to the Code of Conduct for TLD "observer"

Requesting the Exemption:

Guardian News and Media Limited (hereinafter "Registry Operator"), in connection with the execution of the Registry Agreement for the .observer 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 is 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 Affiliate (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. 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 Q18A:

Guardian News and Media (GNM) has chosen to apply for the TLD to provide an accessible, safe, secure, and globally recognized service for high quality, open journalism that simultaneously promotes awareness of GNM's services and products (as associated with The Observer weekly newspaper and magazines) and facilitates the digital growth and geographic expansion of The Observer brand under the Guardian News and Media umbrella. The TLD will control and protect The Observer brands and services by providing an official digital hub for readers, information-seekers, and investors worldwide as well as fostering consumer trust by creating a secure, reliable, resilient, and technically stable zone that is renowned for excellence and innovation...

Further Guardian News and Media Limited stated at Q18B:

i....The domain will allow authorized parties within Guardian Media Group and its approved affiliates to register the shortest, most intuitive, and most descriptive domain names

possible. Various business units under the GNM corporate aegis will have access to the most efficient web and email addresses and be united under the .OBSERVER brand umbrella. The TLD will assure consumers that the corporate communications and websites the use it are authorized by Guardian Media Group - promoting confidence in the Group's brands, their journalistic integrity and informational accuracy, and protection consumers from potentially harmful third parties.

iv. ...The TLD is open to registrations by authorized parties and business units within Guardian News and Media. Although individual business units within Guardian News and Media may wish to adopt their own strategies corresponding specifically with their unique requirements or market preferences, the common denominator will be employing the TLD to unite Observer sites and services under an uncompromised, secure, stable, and innovative digital hub...

18C ...All domain name registrations in the TLD will be registered to and maintained by the Registry Operator for its own and its affiliates' exclusive use...

As evidence of this policy being in the public interest this application has not received any objections to its Application or its intended 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: [REDACTED]

Position: Secondary Contact

Email: [REDACTED]

TheObserver

.observer Registration and Launch Policies

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Version 1

Date 28 August 2014

Guardian News and Media Limited Registration and Eligibility Policies

Revised date: 28 August 2014

LAUNCH POLICIES for TLD .observer

Guardian News and Media Limited operates .observer as a closed, restricted brand Top Level Domains for the exclusive use of Guardian News and Media Limited, its subsidiaries and Affiliates.

Guardian News and Media (GNM) has chosen to apply for the TLD to provide an accessible, safe, secure, and globally recognized service for high quality, open journalism that simultaneously promotes awareness of GNM's services and products (as associated with The Observer weekly newspaper and magazines) and facilitates the digital growth and geographic expansion of The Observer brand under the Guardian News and Media umbrella. The TLD will control and protect The Observer brands and services by providing an official digital hub for readers, information-seekers, and investors worldwide as well as fostering consumer trust by creating a secure, reliable, resilient, and technically stable zone that is renowned for excellence and innovation. The Observer's highly distinctive, open approach to publishing on the web is part of its digital-first strategy, and the choice to apply for the TLD falls squarely within The Observer's reputation for innovation, excellence, independence, and longevity while echoing its firm commitment to the primacy of digital technology to the future of journalism and publishing. The global deployment of the TLD in parallel with the digital expansion of the Group's brands will therefore contribute to ICANN's commitment to innovation, consumer protection, security, and stability.

Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry website and internal circulation to the Domain Managers at .observer.

1 .observer Domain Name Eligibility Requirements

Only Guardian News and Media Limited and its Affiliates (see section 10 Definitions) will be allowed to request second level domain registrations. The .observer Domain Registration Eligibility policy sets forth the guidelines that dictate the allowable labels for domain name registrations, who or what entities may register the names, how the names may be used as well as the technical criteria each name must meet.

Guardian News and Media Limited proposes that only Guardian News and Media Limited, its qualified subsidiaries and affiliates will be allowed to request second level domain registrations. Guardian News and Media Limited will implement an internal process that will define how they can submit second-level registration requests and the approval process for such registrations. Guardian News and Media Limited envisions having a domain management department that will be responsible for the receipt of domain name registration requests from specially designated and approved managers (Domain Manager(s)) through a documented internal request form. Once the Domain Manager receives a registration request, an internal review will be completed to ensure the name complies with internal policies and procedures, the policies herein and all technical ICANN specifications in the ICANN Agreement. Once the name has undergone the standard review, and is deemed in compliance with internal rules and procedures, the name will

be approved and submitted through an ICANN-Accredited Registrar for registration. If the registrant ceases to be eligible at any time in the future then Guardian News and Media Limited may cancel or suspend the domain name immediately.

2 .observer Registration Policies

- 2.1 Term. Names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registry accepts the request for registration submitted by the accredited registrar.
- 2.2 Names registered in **.observer** must have at least 1 character and not more than 63. All 2 character domain names are reserved in accordance with ICANN policy and the terms of its Agreement with ICANN.
- 2.3 Names registered in **.observer** 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).
- 2.4 Two hyphens may appear in the third and fourth positions in a label in a **.observer** name only in accordance with the policies and procedures for Internationalised Domain Names (IDN) referenced below.
- 2.5 IDNs may be supported in **.observer** TLD. IDNs are subject to specific terms and policies set forth by ICANN and/or Registry. The limitations on the length of individual labels and the total length of a name stated in Section 2.2, above, apply to the encoded form ("Punycode") of a name containing characters from the extended range, as further described in the separate IDN documentation.
- 2.6 For further information on the IDN tables applicable to **.observer** please see https://manage.centralnic.com/support/idn_tables/observer
- 2.7 Mixed scripts are not permitted.
- 2.8 Registry reserves the right to implement IDNs in **.observer**.
- 2.9 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).
- 2.10 All names registered in **.observer** TLD are subject to the **.observer** strict Eligibility Requirements at 1 above.
- 2.11 All names registered in **.observer** TLD are subject to the Reserved and Restricted Domain Names Policy.

3 Acceptable Use Policy

- 3.1 All **.observer** names are subject to this Acceptable Use Policy. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry

website and by internal circulation within Guardian News and Media Limited. The Registry reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement its Acceptable Use Policy. Guardian News and Media Limited reserves the right to cancel or place any domain name(s) on registry lock, hold, delete or other status, as it deems necessary, at its sole discretion and without notice:

- 3.1.1 to protect the integrity, security, and stability of the domain name system;
 - 3.1.2 to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;
 - 3.1.3 to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;
 - 3.1.4 per the terms of the Registration Agreement;
 - 3.1.5 to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);
 - 3.1.6 to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);
 - 3.1.7 to correct mistakes made by the Registry or any registrar in connection with the domain name registration;
 - 3.1.8 to comply with Registry and / or “company policies” of Guardian News and Media Limited.
- 3.2 The following activities are prohibited, and constitute registration abuse which may result in cancelling, and/or or deleting of the domain name and possibly disciplinary action on behalf of the Registry if such action is found to be from an employee of Guardian News and Media Limited. The Registrant and/or user of domain names in the TLD agrees to the following:
- a. Not upload, post, email, publish, transmit or otherwise make available (collectively, "**Transmit**") any Content that in the Registry’s sole discretion is unlawful, harmful, threatening, abusive, harassing, tortious, 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 distribute malware; or operate botnets; or attempt to gain unauthorised access: a computer, information system, user account database or a security system
 - d. Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;
 - e. 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 the Registrant or user does 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," "phishing" or "pharming";
- 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 harvest other's email addresses 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; and,
- o. Not "stalk" or otherwise harass another, or engage in cyber bullying.

- 3.3 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws.
- 3.4 In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.
- 3.5 All **.observer** domain names are subject to ICANN's policies, including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law. (See further at Section 4 below.)

- 3.6 This AUP is to assist Registrants in the lawful use of **.observer** domain names and does not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name under this policy.
- 3.7 The Registrant information must be complete and accurate in accordance with the 2013 RAA including the Registrant company name, registered or principle place of business, telephone number and contact email. Any changes must be promptly notified within 1 month of any change.

4. Rights Protection Mechanisms

4.1 Guardian News and Media Limited is committed to following all mandatory ICANN rights protection mechanisms aimed at protecting third party intellectual property rights within **.observer**. Guardian News and Media Limited plans to operate and maintain the **.observer** space as an extension of its current branding activities, therefore, it is highly unlikely that names in the zone will interfere with the rights of other third parties.

4.2 Nevertheless, Guardian News and Media Limited plans to implement all Rights Protection Mechanisms (RPMs) as required by ICANN. These RPMs include, but are not limited to the following:

- Sunrise and Trademark Claims Process (*unless exempt by Specification 13 of the Registry Agreement*)
- Registry's dispute resolution procedures, including:
- Uniform Domain Name Dispute Policy (<http://www.icann.org/en/help/dndr/udrp>),
- Uniform Rapid Suspension Policy (<http://newgtlds.icann.org/en/applicants/urs>),
- Transfer Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/tdrp>), and
- Sunrise Dispute Resolution Policy (See below at 12.)

4.3 Trademark Claims Notices

All domain names in the first ninety days of general availability will be subject to Claims notification in accordance with ICANN policy.

5. Reserved and Restricted Names Policy

Reserved and Restricted Names Policy ("Policy") of **.observer**.

- 5.1 The Registry may reserve (i.e. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). The Registry may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:
 - 5.1.2 Names reserved for Registry operations, marketing, branding and other purposes;
 - 5.1.3 Names Reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the ICANN Registry Agreement;
- 5.2 Geographic names including two character labels, country and territory names will be reserved initially in accordance with the Registry Agreement. Guardian News and Media Limited intends to apply for their release, upon approval by ICANN and any rules or

guidelines by applicable governments, the ICANN Governmental Advisory Committee this policy may be changed accordingly.

6. Sunrise Policies (if applicable)

6.1 Sunrise Overview

As mandated by ICANN, unless exempt by Registry Agreement Specification 13, Guardian News and Media Limited will comply with the Rights Protection Mechanism of Sunrise period. In the event Guardian News and Media Limited qualifies as a Brand TLD then this Section 6 shall not apply. Sunrise allows the holder of a trademark that has previously been verified by the officially mandated ICANN Trademark Clearinghouse (“Trademark Holder”) to notify the Registry of its registered trademark, and apply to register the corresponding **.observer** domain name *provided always* the applied for name complies with the above eligibility and registration policies.

The Sunrise Dispute Resolution Policy (“SDRP”) describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of the Registry’s Sunrise Policy. This SDRP will not be applied to Registry-reserved names in the TLD.

Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry website and internal circulation within **Guardian News and Media Limited**.

6.2 End-Date Sunrise

The Registry will operate an “End-Date Sunrise” process. This means allocation of names occurs at the end of Sunrise. Eligible applicants meeting all Sunrise and Eligibility criteria for an available domain will be awarded their applied-for domain. The **.observer** Sunrise shall have a duration of at least sixty (60) days.

6.3 The TMCH & Trademark Validation

The Trademark Clearinghouse (“TMCH”) is responsible for maintaining Sunrise eligibility requirements, validating and authenticating marks (as applicable), and hearing challenges regarding validity of a mark or SMD File. When processing Sunrise applications, the Registry relies on the validity of mark holder information contained in SMD Files provided by the TMCH.

Disputes regarding the validity of an SMD File are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at <http://trademark-clearinghouse.com/dispute> prior to initiation of a complaint under the SDRP. In the event the TMCH reports fraud in a SMD File or a Sunrise application, the Registry may disqualify the Sunrise application or, in the event that fraud is detected after the Sunrise period, suspend, transfer, reserve and/or delete the applicable domain(s). The Registry reserves the right to put on hold any domain name pending final dispute resolution.

6.4 Name Collision Mitigation

Guardian News and Media Limited shall undertake the Name Collision Occurrence Management in accordance with ICANN policy as established by the Name Collision Occurrence Management Framework (adopted by ICANN Board New gTLD Program Committee on 30 July 2014 or as subsequently updated) and in accordance with Section 6.2 of Specification 6 of the Registry Agreement.

7. Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise. An SDRP Complaint may be filed against a domain name registered during the **.observer** TLD during its sunrise period, until 30 days after the end of sunrise. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry’s SDRP criteria. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry website and internal posting within **Guardian News and Media Limited**

1. Initiating a Dispute and Internal Review

Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: [REDACTED].

When possible, the Registry may attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint directly to an independent dispute resolution provider as outlined in this Policy.

Frivolous Complaints

A complainant, complainant’s counsel, or complainant’s counsel’s firm, that is found to be responsible for filing three or more SDRP complaints (in any TLD, **.observer** or otherwise) deemed to be frivolous may be barred from further use of this policy at the Registry’s discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without grounds. In denying use of this policy, the Registry or the dispute resolution providers, may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

2. Applicable Disputes

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a third-party Sunrise Registration was improper under one or more of the following criteria.

2 A. Improper Sunrise Registration-Trademarks A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the **.observer** TLD does not comply with the provisions of the Registry's Sunrise Program. The complaint must prove one or more of the following elements:

- i. at time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
- ii. the domain name is not identical to the mark on which the registrant based its Sunrise registration; the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
- iii. the trademark registration on which the domain name registrant based its Sunrise registration did not issue on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

3. Evidence and Defenses

a. Evidence

Panelists will review the Registry's Sunrise Policy in making its decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedies

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names available for registration.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

Following the internal review process set forth in Section 1, any Complaint under this SDRP shall be submitted to the dispute resolution provider ("DRP") by submitting the complaint directly to the DRP. The DRP will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The DRP has established Rules for Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the DRP.

b. Registry's or Registrar's Involvement

Neither the Registry nor registrar will participate in the administration or conduct of any proceeding. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the DRP. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the DRP of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The DRP shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

- (i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;
- (ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and
- (iii) decisions made under this SDRP will be publicly published by the DRP.

e. Implementation of a Lock and the Decision

If a Panelist's decision requires a change to the status of a registered domain name, the Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the DRP) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless The parties shall hold the registrar, the Registry, the DRP, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the DRP, or the Panelist as a party or otherwise include the registrar, the Registry, the DRP, or the Panelist in any judicial proceeding relating to the dispute or the

administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the DRP, the Panelist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, DRP, the Panelist or their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding Rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

8. Relation To Other Dispute Resolution Policies This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”) and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications The DRP reserves the right to modify this SDRP at any time subject to the terms. Such revised SDRP shall be posted on the DRP website at least thirty (30) calendar days before it becomes effective; unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration.

8. Privacy Policy of .observer

Introduction

8.1 Guardian News and Media Limited has appointed CentralNic Ltd as its Registry Service Provider. As a registered company in England and Wales, the Registry Service Provider, is subject to the privacy laws and regulations of England and Wales and is subject to data protection laws of England and the EU. The Registry collects information about visitors to the Registry website and **.observer** registrants through a variety of means. This information is stored and used in a number of different ways. This Privacy Policy is intended to outline the information the Registry collects, how it’s stored, how it’s used and how it’s protected. Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry website. Separate Privacy Policies are posted on the Guardian News and Media Limited’s websites and are subject to the Privacy Policies therein.

8.2 The Registry having considered the applicable laws on data protection principles, which have guided the development of this policy:

1. Personal data shall be processed fairly and lawfully.
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.
4. Personal data shall be accurate and, where necessary, kept up to date.
5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

8.3 What information the Registry collects

8.3.1 All domain names registered in the **.observer** database has to be associated with the following information:

- **Registered Name Holder** (or registrant): the legal owner of the domain name (GUARDIAN NEWS AND MEDIA LIMITED).
- **Administrative Contact:** the entity authorized by the registrant to interact with the registrar on behalf of the registrant.
- **Technical Contact:** the entity authorized by the registrant to maintain the technical operations of the domain name.
- **Sponsoring registrar:** The entity authorized by the registrant to register and manage the domain.
- **Name servers:** the domain name servers to which the domain must be delegated in order to function.

8.3.2 The following information may also be provided:

- **Billing Contact:** the entity authorized by the registrant that is responsible for payment of registration and renewal fees to the registrar, if applicable.
- **DNSSEC DS records:** digests of the DNSSEC Secure Entry Point (SEP) for the domain name.

8.3.3 The Registrant and the Administrative, Technical and Billing Contacts described above include the following information:

- Contact Name/Role
- Organisation
- Street Address
- City
- State/Province
- Post code
- Country
- Phone

- Fax
- Email

At the point of registration, the Registry also stores the following information:

- The creation date of the domain,
- The expiry date of the domain,
- Status codes used to lock the domain, prohibit updates, etc.,
- A random authorisation code used for transfers.

8.4 How information is stored

Domain name registration information is stored in a central database. This database is hosted in a secure colocation facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorized access.

8.5 How information is used

As a domain name registry, we use this information in the following ways:

1. We use the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains.

This information can be queried through our public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

2. The Registrant, Administrative, Technical and Billing Contact information is published via our Whois service.

The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:

- a. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
- b. Determining the registration status of domain names;
- c. Assisting law enforcement authorities in investigations for enforcing national and international laws;
- d. Assisting in combating abusive uses of information communication technology;
- e. Facilitating inquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
- f. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
- g. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

3. The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:
 - a. Misdirected SSL certificate requests
 - b. Complaints of trademark or copyright infringement, malware, fraud or spam

8.6 An example of a typical Whois record appears below.

Domain ID: [REDACTED]
Domain Name: SAMPLE.observer
Created On:03-APR-2015 12:00:42 UTC
Last Updated On:16-Apr-2015 16:26:58 UTC
Expiration Date:03-Apr-2016 23:59:59 UTC
Status:OK
Registrant ID: [REDACTED]
Registrant Name:Hostmaster, Guardian News and Media Limited.
Registrant Street1: 90 York Way, London
Registrant Postal Code: N1 9GU
Registrant Country: UK
Registrant Phone:+ [REDACTED]
Registrant FAX:+ [REDACTED]
Registrant Email: [REDACTED]
Admin ID: [REDACTED]
Admin Name: Domain Administrator
Admin Organization: Guardian News and Media Limited
Admin Street1: 90 York Way, London
Admin City: London
Admin Postal Code: N1 9GU
Admin Country: UK
Admin Phone: + [REDACTED]
Admin FAX: + [REDACTED]
Admin Email: [REDACTED]
Tech ID: [REDACTED]
Tech Name: Domain Administrator Guardian News and Media Limited
Tech Organization: Guardian News and Media Limited
Tech Street1: 90 York Way, London
Tech Postal Code: N1 9GU
Tech City: London
Tech Country: UK
Tech Phone:+ [REDACTED]
Tech FAX: + [REDACTED]
Tech Email: [REDACTED]
Billing ID: [REDACTED]
Billing Name: Hostmaster Guardian News and Media Limited
Billing Street1: 90 York Way, London
Billing City: London
Billing Postal Code: N1 9GU
Billing Country: UK
Billing Phone:+ [REDACTED]
Billing FAX: + [REDACTED]
Billing Email: domains@observer.co.uk

Sponsoring Registrar ID: [REDACTED]
Sponsoring Registrar Organization: Guardian News and Media Limited
Sponsoring Registrar Street: 90 York Way, London
Sponsoring Registrar City: London
Sponsoring Registrar Postal Code: N1 9GU
Sponsoring Registrar Country: UK
Sponsoring Registrar Phone: + [REDACTED]
Sponsoring Registrar FAX: [REDACTED]
Sponsoring Registrar Website: <http://www.NIC.observer/>
Name Server: observer.co.uk
DNSSEC: [REDACTED]
DS Key Tag [REDACTED]
Algorithm 1:7
Digest Type 1:1
Digest [REDACTED]
DS Key Tag [REDACTED]
Algorithm 2:7
Digest Type 2:2
Digest [REDACTED]

8.7 How information is protected

All interfaces used to collect information (specifically, EPP and Toolkit systems, the web-based Registrar Consol and the Registry website) use the Secure Sockets Layer (SSL) to encrypt information as it is transmitted to the Registry's system. This is the same technology used to secure e-commerce systems and online banking.

As described above, the database storing domain name registration data is hosted on a server in a secure colocation facility, protected by a firewall. When copied from this server, the database is always transmitted and stored using encryption technology.

9. Whois Access Policy

Dissemination of Domain Registration Information:

Guardian News and Media Limited, the Registry Operator for TLD **.observer** ("Registry Operator"), is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. The Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Operator's website using a standard web interface at www.nic.observer (port 80).

Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; the Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). Please note that the Registry may modify this Policy from time to time in its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the **.observer** Registry website.

Security and Stability Considerations:

Abuse of the Registry Operator's Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Registry Operator's Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

The **.observer** Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any **.observer** Registry Operator policy. At **.observer** Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

Terms of Use:

By accessing Whois Data from the Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois Data to:

- allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
- enable high volume, automated, electronic processes that send queries or data to the systems of the Registry Operator, its registry service provider or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:

- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the **.observer** Registry Operator's searchable Whois service is available on its website at www.nic.observer.

10. Definitions

In this document:

"Accredited Registrar" or "Registrar" means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

"Affiliate" has the same meaning as defined in the Registry Agreement. [For reference: Section 2.9 (c) :*"Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, 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.*]

"Allocation" means the method by which a domain name is created and assigned to an Applicant, "Allocated" shall have a corresponding meaning.

"Applicant" means the company or Affiliate organisation in whose name an Application is submitted meeting the eligibility criteria of Guardian News and Media Limited Registry.

"Application" means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by Guardian News and Media Limited, or ICANN.

"Available Names" means **.observer** names that have not been reserved, restricted, registered, awarded, or otherwise allocated.

"Claims Notice" means a notice provided to an Applicant indicating that the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse.

"Claims Services" means the services that collectively provide:

- Applicants with a Claims Notice, and
- Trademark Holders, with a corresponding Trademark Record, with notice that a Label that is a Trademark Match to the Trademark Record is Allocated.

"Claims Period" means any period during which the Claims Services are provided.

"General Availability" means the point in time following which requests to register a domain name

may be received from any *eligible* party on a first come, first served basis.

“ICANN” means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

“ICANN Requirements” means the Registry’s obligations under the Registry Agreement between Registry and ICANN and all ICANN Consensus Policies applicable to the **.observer** TLD.

“IDN” means Internationalized Domain Name.

“Label” means a string of characters used to form part of a domain name.

“Panelist” is the person or organization appointed by the DRP to provide a written decision in relation to a dispute.

“Registrant” is an Applicant that has submitted a Registration Request that has been accepted by the Registry and meets all the eligibility criteria of Guardian News and Media Limited. A Registrant is the holder of a registered name in the **.observer** TLD.

“Registration” means a **.observer** name that has been accepted by the Registry in accordance with its policies, the terms of the Registry-Registrar Agreement and the Registration Agreement for registration during a specified term.

“Registration Agreement” means the agreement between Registrant and Accredited Registrar for registration of the domain name.

“Registration Request” is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in the **.observer** TLD.

“Registry” or “Registry Operator” means Guardian News and Media Limited.

“Registrar” means an entity that is authorised to offer domain name registration services in relation to the TLD.

“Registry Policies” means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

“Registry-Registrar Agreement” or “RRA” is the agreement between Registry and Accredited Registrars, as amended from time to time.

“Registry System” means the system operated by Registry or Registered Names in the **.observer** TLD.

“Registry Website” is www.nic.observer or other specific URL directed from such website.

“SMD File” means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a

holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.

“Sunrise” means the period during which Sunrise- eligible Trademark Holders have the opportunity to submit an Application for a domain name in the TLD prior to the Landrush Period.

“Sunrise Registration” means a domain name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.

“Trademark Holders” are those eligible trademark owners who have been issued with a SMD File from the TMCH Sunrise and Claims Operator and meet the eligibility requirements specified in the Trademark Sunrise Policy.

“TLD” means Top Level Domain and for the purpose of this policy the TLD shall be **.observer**

“TMCH Sunrise and Claims Operator” means the providers appointed by ICANN to serve as the Trademark Clearinghouse by accepting, authenticating, validating and facilitating the transmission of information related to certain trademarks.

“Trademark Clearinghouse Guidelines” means the guidelines which can be found at the following link <http://www.trademark-clearinghouse.com> (as may be updated from time to time) which provide an overview of the requirements for the inclusion of trademarks in the Trademark Clearinghouse and the issuance of a SMD File.

“Trademark Clearinghouse” means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.

“Trademark Match” means that a Label is a match to a trademark, as described in the Trademark Clearinghouse Guidelines.

“Trademark Record” means a complete and correct set of information concerning a trademark or other mark submitted to the Trademark Clearinghouse.

“Validated Mark” means a mark that has been verified by the TMCH Sunrise and Claims Operation as meeting the requirements specified in the Trademark Clearinghouse Guidelines including those relating to proof of use.