

## Attachment 1



**ICANN**

### Un-sponsored TLD Agreement: Appendix L (.pro)

30 September 2004

## Registration Restrictions

**1. Overview.** The following types of registrations within the .pro top-level domain (TLD) are available to qualified persons and entities: Registered Names (i.e. domain names), Premium Intellectual Property Defensive Registrations, Basic Intellectual Property Defensive Registrations, and Standard Defensive Registrations. "Registered Items" means, collectively, Registered Names, and Defensive Registrations.

Registered Names are restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services within a stated geographic region (a "Licensing Jurisdiction"). Premium and Basic Intellectual Property Defensive Registrations (collectively, "Intellectual Property Defensive Registrations"), as described in section C.2.5 of Appendix C, are restricted to trademark or service mark holders with valid and enforceable trademark or service mark registrations of national effect. In the case of Intellectual Property Defensive Registrations registered during the Sunrise Period the trademark or service mark must be issued prior to September 30, 2002. Standard Defensive Registrations are restricted to persons and entities that are credentialed by appropriate entities to provide professional services (as described in Section 5 of this Appendix L)." For the purposes of this Appendix L, "Defensive Registrations" refers collectively to Intellectual Property Defensive Registrations and Standard Defensive Registrations.

Domain names in the .pro TLD may be registered on the second or the third level, in the following ways:

- second-level registrations under .pro in the case where the registrant provide professional services that meet eligibility requirements as specified in this Appendix L.

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¶ second-level registrations with a redirect to the third level professional designator that corresponds to the registrant's professional area. This type of registration may be made in the case where the registrant provides professional service that matches any of the eligibility requirements as specified in this Appendix L.

- third level registrations in one of the PS-SLDs under .pro where the registrant provides services in a profession that matches the eligibility requirements for PS-SLDs. The PS-SLDs will be introduced in a phased manner.

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Registrants of Registered Names and Defensive Registrations in the .pro TLD will be required to certify that they meet the qualifications set forth in this Appendix L. Qualifications for registration of Registered Names will be verified and periodically re-verified, and will be signified by digital credentials recorded in the registry database. Qualifications for Defensive Registrations will not be subject to verification, re-verification, or digital-credential requirements. Qualifications for both Registered Names and Standard Defensive Registrations, however, will be subject to challenge under the Qualification Challenge Policy described in Appendix M.

Because the eligibility for Registered Names within .pro will be verified, they may only be registered by persons or entities that are licensed or credentialed to provide professional services in the profession for which the registration was made.

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The Registry Operator will operate the .pro TLD and its PS-SLDs in consultation with an Advisory Board and constituent PS-SLD Advisory Boards it will form.

Deleted: established and within a Licensing Jurisdiction for which a Verification Process (as defined in Subsection 8.3 of this Appendix L) has been established. Persons or entities that are licensed or accredited to provide professional services within one of the existing PS-SLDs may register for Defensive Registrations, even though the jurisdiction in which they are licensed or accredited is not a Licensing Jurisdiction for which a Verification Process has been established. In the event that a Verification Process is established in a Licensing Jurisdiction in which a Defensive Registrant is located, the Defensive Registrant may apply for a domain name in the PS-SLD.

This Appendix describes the naming conventions used in the .pro TLD, the registration requirements for .pro domain names, the procedure for establishing subsequent-phase PS-SLDs, the requirements for and blocking effect of Defensive Registrations, the consultative process for ongoing review and adjustment of registration restrictions, the verification procedure, and the requirements for digital credentials.

## 2. Naming Conventions.

**2.1 Registered Names.** Registered Names in the .pro TLD will be registered (other than to the Registry Operator or according to ICANN instructions-see Appendices X and K) at the second or at the third level, in the format <name.pro> or <name.profession designator.pro>, or alternatively as both where the second-level registration will be redirected to the corresponding third-level.

**2.2 PS-SLD Labels.** The second-level labels used to designate the various professions will be assigned according to Sections 3.2 and 4.5 of this Appendix L.

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**2.3 Naming Restrictions in Other Parts of the Registry Agreement.** All Registered Names must meet the requirements in the Registry Agreement and its appendices. Relevant appendices include Appendix C (Functional Specifications), Appendix F (Registry-Registrar Agreement), Appendix J (Start-Up Plan), Appendix K (Names Reserved from Registration), this Appendix L, Appendix M (Enforcement of Registration Restrictions), Appendix X (Names Registered to Registry Operator), and Appendix F, Exhibit H (Terms of Use).

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**2.4 Prohibited Third-Level Labels.** The following words and strings may not be registered as third-level labels for Registered Names: av, ca, cca, cert, certificate, dir, directory, email, grpa, http, mail, mx, mx[followed by a number from 0 to 100], ns, ns[followed by a number from 0 to 100], pro, registrypro, verify, verification, wap, www and www[followed by a number from 0 to 100]. However, names having third-level labels that include any of the foregoing words and strings may be registered, such as dirksen.med.pro. An overview of prohibited second-level labels can be found in Appendix K, and a list of names that are reserved for use by the Registry Operator can be found in Appendix X.

**2.5 Enforcement.** The Registry Operator shall implement technical measures reasonably calculated to enforce the requirements in this Section 2 of this Appendix L. The Registry Operator reserves the right to reject any application for a Registered Item or renewal of a Registered Item if Registry Operator does not believe such application meets the requirements set forth in this Section 2 of this Appendix L.

**2.6 Redirect Services at the Second-Level.** Registrations of second-level domain name under the .pro TLD are available in two different forms described as follows. The eligibility requirements as listed in this Appendix L must be followed for both options.

If the registrant provides professional services, then registration can be performed directly under .pro, such as <companyname.pro>.

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If the registrant provides professional service under one of the profession-specific second-level options (see this Appendix L for requirements) registration can also be performed on the second-level. In this case the registration will require a redirect to the third-level professional designator that corresponds to the registrant's professional area.

As an example, a law firm could register <companyname.pro> in addition to <companyname.law.pro>. For both URL and email services, a redirect would be required so that <companyname.pro> would be redirected to <companyname.law.pro>.

**2.7 Defensive Registrations.** Each Premium Intellectual Property Defensive Registration is defined according to a single label (i.e. "smith" in "smith.<profession designator>.pro") and the domain names that would result from appending every PS-SLD and ".pro" or ".pro" to the defensively registered label must meet the requirements of Sections 2.1 to 2.5 of this Appendix L. Each Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations is defined by a domain name; the name subject to the Defensive Registration must meet the requirements of Sections 2.1 to 2.5.

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### 3. PS-SLDs

In addition to registration in the second-level, and the redirect service of second-levels to the corresponding profession-specific third level, the professional categories listed in Section 3.2 will be offered for registration of Registered Names with the profession-specific second levels and the .pro TLD:

**3.1 Basic scope.** Each professional category listed includes credentialed and licensed providers of the services related to the profession including, but not limited to, entities employing such professional service providers.

**3.2 SLD codes.** The following SLD labels are authorized to be used for professionals. Additional SLD labels may be introduced by the Registry Operator in consultation with the Advisory Board provided that the labels imply reasonable conformity with the basic scope defined herein.

#### 3.2.1 Legal

3.2.1.1 .law.pro

3.2.1.2 .avocat.pro

3.2.1.3 .bar.pro

3.2.1.4 .recht.pro

3.2.1.5 .jur.pro

#### 3.2.2 Medical

3.2.2.1 .med.pro

#### 3.2.3 Accountancy

3.2.3.1 .cpa.pro

3.2.3.2 .aaa.pro

3.2.3.3 .aca.pro

3.2.3.4 .acct.pro

#### 3.2.4 Engineering

3.2.4.1 .eng.pro

#### 3.2.5 Architecture

3.2.5.1 .arc.pro

#### 3.2.6 Business

3.2.6.1 .bus.pro

#### 3.2.7 Chiropractic

3.2.7.1 .chi.pro

3.2.7.2 .chiro.pro

#### 3.2.8 Dentistry

3.2.8.1 .den.pro

3.2.8.2 .dent.pro

#### 3.2.9 Education

3.2.9.1 .prof.pro

3.2.9.2 .teach.pro

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Deleted: the legal profession PS-SLD: .law.pro, .avocat.pro, .bar.pro, .recht.pro, and .jur.pro.

Deleted: through the consultation, notification, and approval process described in Subsection 4.5 of this Appendix L.¶

**3.1.3 Registration Qualifications.** The following qualifications will be initially required for Registered Names (i.e. domain names) within the legal profession PS-SLD.¶

**3.1.3.1 Admission or licensing** ... [1]

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Deleted: **3.2.3 Registration Qualifications.** The following ... [4]

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Deleted: Membership in a relevant professional association which ... [7]

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3.2.10 Nursing

3.2.10.1 .nur.pro

3.2.10.2 .nurse.pro

3.2.11 Pharmacy

3.2.11.1 .prx.pro

3.2.11.2 .pharma.pro

3.2.12 Religious Ministry

3.2.12.1 .rel.pro

3.2.12.2 .min.pro

3.2.13 Veterinary

3.2.13.1 .vet.pro

**3.3 Registration Qualifications.** Registered Names (i.e. domain names) within the PS-SLD may be granted to individuals or entities who are admitted or licensed by, and in good standing with, a certification body or jurisdictional licensing entity which body or entity is recognized by a governmental body, and which body or entity requires its members to be continuously licensed or admitted to such body or entity as a prerequisite to providing the relevant professional service, and regularly verifies the accuracy of its data.

The above list of qualifications, however, is subject to change by the Registry Operator in consultation with the Advisory Board once it is established, provided that the qualifications reasonably ensure conformity with the basic scope defined in the Section 3 of this Appendix L.

**3.4 Terms of Use.** Applicants for Registered Names within the PS-SLD will be required to sign a Terms of Use Agreement ("TOU") substantially in the form set out in Appendix F at initial registration and every year thereafter. Use of the Registered Name will be contingent on Agreement with the TOU.

**3.5 Verification.** Qualification of applicants for Registered Names within the PS-SLD must be verified according to the Verification Process described in Section 8 or the appendix L. Verification of a registrant's qualifications for a Registered Name within PS-SLD will be conducted through a verification process that is applicable to the Licensing Jurisdiction for which the registrant certifies that he, she, or it is licensed or accredited to provide professional services.

**4. Subsequent-Phase PS-SLDs and Additional Labels for PS-SLDs.**

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**3.2.4 Verification.** Qualification of applicants for Registered Names within

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**Deleted:** . Verification of a registrant's qualifications for a Registered Name within the medical profession PS-SLD will be conducted through a Verification Process that is applicable to the Licensing Jurisdiction for which the registrant certifies that he, she, or it is licensed or accredited to provide professional services

**Deleted: 3 Accountancy.¶**  
**3.3.1 Basic scope.** The accounting category includes credentialed providers

**Deleted:** accounting and accountancy-related services (including companies employing such providers). Examples are certified public accountants, chartered accounts, accounting firms, accounting associations, accounting departments of other organizations, and accounting publications and publishers

**Deleted: 3.2 SLD codes.** At introduction, the following SLD labels are authorized to be used for the accountancy profession PS-SLD: .cpa.pro, .aaa.pro., .aca.pro, .acct.pro. Additional SLD labels may be introduced through the consultation, notification, and approval process described in Subsection 4.

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**3.3.3 Registration Qualifications.** The following qualifications will be initially required for Registered Names (i.e. domain names) within the accountancy profession PS-SLD:¶  
**3.3.3.1** Admission or licensing by, and good standing with, a certification body, such as the Hong Kong Society of Accountants.¶  
**3.3.3.2** Holding a license to pr (... [9]

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**4.1 Proposal for Subsequent-Phase PS-SLD.** The Registry Operator may propose to ICANN the introduction of PS-SLDs for additional professions. Before making the proposal, the Registry Operator will consult with the Advisory Board. The proposal will be submitted in writing to ICANN and will consist of the following:

**4.1.1** A statement of the basic scope of the proposed PS-SLD, including a statement of the definition of the professional category to be served by the PS-SLD in a format similar to the definition contained in Subsection 3.1.1 of this Appendix L.

**4.1.2** An explanation of why the additional PS-SLD is consistent with the overall development of .pro as a TLD restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services.

**4.1.3** A statement of the second-level label(s) to be used under .pro to designate the PS-SLD, together with an explanation of why the label(s) is an (are) appropriate designator(s).

**4.1.4** A description of the registration qualifications initially to be applied in the PS-SLD. (See Subsection 3.1.3 of this Appendix L for an example.)

**4.1.5** A description of the procedures for verification of qualifications, which may consist of a reference to Section 8 of this Appendix L.

**4.1.6** A start-up documentation package describing the arrangements for start-up of the PS-SLD, including the proposed schedule, details on any sunrise period, and details on registrar training.

**4.1.7** A description of any Sub-Advisory Board proposed to be established for the PS-SLD, including a statement of the procedures for selecting members of the Sub-Advisory Board and, if available, a listing of its proposed initial members. If the Advisory Board has not yet become large enough to be sub-divided, the proposal shall include a listing of the members representing the PS-SLD to be invited to join the Advisory Board.

**4.1.8** Evidence of support for establishment of the PS-SLD among professionals and their associations, both generally and within the professional category.

**4.1.9** A written statement of views by the Advisory Board, including any minority or supplemental statements.

**4.2** Evaluation of Proposal for Subsequent-Phase PS-SLD. ICANN's evaluation of the proposal will include at least the following considerations:

**4.2.1** The extent to which the proposed PS-SLD is consistent with the overall development of .pro as a TLD restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services.

**4.2.2** The extent to which qualifications can be fairly and consistently applied.

**4.2.3** The extent of support among professionals generally and specifically within the professional category.

**4.2.4** The adequacy of the Advisory Board and any proposed Sub-Advisory Board to provide advice from the viewpoint of the professional category on the operation of the PS-SLD.

**4.3 Approval of Subsequent-Phase PS-SLD.** To become effective, the proposal must be approved in writing by ICANN, provided that in the event the proposal is submitted with a resolution of support approved by a majority vote of the Advisory Board then the proposal shall be deemed approved by ICANN unless ICANN provides the Registry Operator written notice of its objection to the proposal within sixty days after the proposal's submission to ICANN. If ICANN does not act on a proposal of the Registry Operator under Subsection 4.1 of this Appendix L within ninety days, it will provide the Registry Operator a written report on the status of its consideration.

**4.4 Changes to Registration Qualifications for Subsequent-Phase PS-SLD.** Qualifications for registration in subsequent-phase PS-SLDs are subject to change by the Registry Operator in consultation with the Advisory Board (or, where there is a Sub-Advisory Board in operation for the PS-SLD, in consultation with that Sub-Advisory Board), provided that the qualifications reasonably ensure conformity with the basic scope approved by ICANN under Subsection 4.2 of this Appendix L.

**4.5 Additional Labels for PS-SLDs.** The Registry Operator may propose additional second-level labels to be used in connection with any already-established PS-SLD. These labels may indicate, for example, a professional subcategory within the launched professional sector (such as .nurse.pro for registered nurses) or a label signifying the profession or professional subcategory

in an additional language (such as .avocat.pro for lawyers in France).

Before making the proposal, the Registry Operator will consult with the Advisory Board and, if one is in operation, the Sub-Advisory Board for the PS-SLD involved. The proposal will be submitted in writing to ICANN and will include an explanation of the reasons supporting the proposal and copies of any written comments (including any minority or supplemental statements) of the Advisory Board or Sub-Advisory Board on the proposal. To become effective, the proposal must be approved in writing by ICANN, provided that in the event the proposal is submitted with a resolution of support approved by a majority vote of the Advisory Board (or, where there is a Sub-Advisory Board in operation for the PS-SLD, approved by a majority vote of the Sub-Advisory Board) then the proposal shall be deemed approved by ICANN unless ICANN provides the Registry Operator written notice of its objection to the proposal within thirty days after the proposal's submission to ICANN. If ICANN does not act on a proposal of the Registry Operator under this Subsection 4.5 within sixty days, it will provide the Registry Operator a written report on the status of its consideration.

## **5. Defensive Registrations.**

**5.1 Registration Qualifications.** The qualifications to register a Defensive Registration depend on the type of Defensive Registration:

**5.1.1 Intellectual Property Defensive Registrations.** Premium Intellectual Property Registrations and Basic Intellectual Property Defensive Registrations may be registered only by the owner of an eligible trademark or service mark registration. To be eligible, a trademark or service mark must be currently registered with national effect, and in the case of Intellectual Property Defensive Registrations registered during the Sunrise Period, must have been registered on or before 30 September 2002. Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted. The label that defines a Premium Intellectual Property Defensive Registration (e.g., "smith"), as well as the third-level label of a Basic Intellectual Property Defensive Registration (e.g., "smith" in <smith.law.pro>) must be identical to the textual or word elements, using ASCII characters only, of the registered trademark or service mark. If a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be an Intellectual Property Defensive Registration.

Where there is a space between the textual elements of a registered trademark or service mark, the registrant may elect at its discretion to replace the space with a hyphen or combine the elements together to



form a continuous string. Where there are multiple spaces between three or more textual elements of a registered mark, the foregoing sentence applies to each such space. Thus, for example, the registered mark "Sample Mark" could be registered as either or both of the following Intellectual Property Defensive Registrations:

samplemark.<ps-sld>.pro

sample-mark.<ps-sld>.pro

**5.1.2 Standard Defensive Registrations.** Only a person or entity that meets the requirements for registering a Registered Name in a PS-SLD may obtain a Standard Defensive Registration within that PS-SLD.

**5.2 Self-Representation of Eligibility; Provision of Supporting Information.** At the time of initial or renewal registration of a Defensive Registration, the Defensive Registrant must represent and warrant that he, she, or it meets the registration requirements of the Defensive Registration, according to Subsection 7.1.1 of this Appendix L. As part of the registration process, Defensive Registrants must also provide information concerning their qualifications according to Subsection 7.2 of this Appendix L.

**5.3 Verification of Defensive Registration Qualifications.** If a Standard Defensive Registrant relies, for its eligibility, on a professional credential for a Licensing Jurisdiction for which a Verification Process has been established under Subsection 8.3 of this Appendix L, then the Standard Defensive Registrant's qualifications will be verified according to such a Verification Process before the Standard Defensive Registration is made. Otherwise, neither the Registry Operator nor the ICANN-Accredited Registrars will review the information provided by a Defensive Registrant prior to registering the Defensive Registration. In the event a Standard Defensive Registration is made based on a credential in a Licensing Jurisdiction for which a Verification Process has not then been established under Subsection 8.3 of this Appendix L, but a Verification Process is later established, then the Registry Operator may at its discretion require that the Standard Defensive Registrant's qualifications be verified as a condition to continuance of the Standard Defensive Registration.

**5.4 Blocking Effect of Defensive Registrations.**

**5.4.1 Premium Intellectual Property Defensive Registrations.** A Premium Intellectual Property Defensive Registration blocks the registration in any PS-SLD (whether established at the time of the registration of the Premium Intellectual Property Defensive Registration or afterward) of Registered Names and Defensive Registrations having the exact third-level DNS label specified by the Premium Intellectual Property

Registration. Thus, for example, a Premium Defensive Registration for smith.<any ps-sld>.pro will prevent a third party from registering smith.med.pro or smith.law.pro.

**5.4.2 Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations.** Basic Intellectual Property Defensive Registrations and Standard Defensive Registrations specify a fully qualified domain name, including the PS-SLD. The registration of only that fully qualified name, as either a Registered Name or Defensive Registration, is blocked. Registration of the same third-level label in other PS-SLDs is not blocked. Thus, a Basic Intellectual Property Defensive Registration or Standard Defensive Registration for smith.law.pro will block registration (as a Registered Name or Defensive Registration) of smith.law.pro, but will not block registration of smith.med.pro.

**5.4.3 Only Exact Strings Blocked.** Defensive Registrations block registrations only of the identical string. Registered Names or Defensive Registrations that only partially match a Defensive Registration will not be prevented. Thus, for example, a Premium Intellectual Property Defensive Registration for example.<any ps-sld>.pro will not block registration of examplestring.<any ps-sld>.pro as a Registered Name or Defensive Registration.

**5.5 Defensive Registrations Conflicting with Registered Names Not Permitted.** A Defensive Registration may not be registered if a Registered Name (i.e. a domain name) is then registered that would be blocked by the Defensive Registration according to Subsection 5.4 of this Appendix L. Thus, for example, if the Registered Name smith.med.pro has been registered, then both a Premium Intellectual Property Defensive Registration of "smith" and a Basic Intellectual Property Defensive Registration of <smith.med.pro> would be prevented, but a Basic Intellectual Property Defensive Registration of <smith.cpa.pro> would be permitted.

## **5.6 Voluntary Cancellation or Consent by Defensive Registrant.**

**5.6.1** A Defensive Registration may be cancelled by the Defensive Registrant through the sponsoring registrar at any time. Registry Operator will not refund registration fees in the event of cancellation.

**5.6.2** The Defensive Registrant may consent to the registration of a Registered Name (i.e. a domain name) that conflicts with a Defensive Registration it has registered, as follows:

**5.6.2.1** Upon receiving a request for consent from a person or entity seeking to register a Registered Name that is blocked by the Defensive Registration, the Defensive Registrant must grant or refuse such consent, in writing, within five calendar days.

**5.6.2.2** If a Defensive Registrant fails to either grant or refuse consent as described in this Subsection within five calendar days after receipt of the request, the Defensive Registrant shall be deemed to have denied consent to the registration of the Registered Name.

**5.6.2.3** To be effective, consent must be transmitted to both the person or entity seeking to register the Registered Name and to the ICANN-Accredited Registrar that sponsors the Defensive Registration.

**5.6.2.4** The ICANN-Accredited Registrar shall notify Registry Operator of the consent within three days after receipt, using the appropriate protocol as developed by Registry Operator.

**5.6.2.5** The Defensive Registrant may not accept any monetary or other remuneration for granting the consent and will be required to provide a certified statement to that effect.

**5.6.2.6** If a Defensive Registrant consents to a domain name registration in accordance with this Subsection 5.6.2, then (i) the person or entity that obtained the consent will be permitted to register the Registered Name upon meeting all other requirements for registration (eligibility must be verified within 60 days of consent being granted) and (ii) if the consent is granted with respect to a Premium Intellectual Property Defensive Registration, that Defensive Registration will continue in effect, but otherwise the Defensive Registration will be cancelled without refund.

**5.7 Conversion of Defensive Registrations to Registered Names.** Any Defensive Registrant may, by granting itself consent under Subsection 5.6.2 of this Appendix L, seek to register any Registered Name that would otherwise be blocked by the Defensive Registration. All requirements for registration of the Registered Name will apply. The effect on the Defensive Registration will be according to Subsection 5.6.2.6(ii) of this Appendix L.

## **6. Advisory Board and Sub-Advisory Boards.**

### **6.1 Advisory Board.**

**6.1.1** The Registry Operator will, no later than the Commencement-of-Service Date, create an Advisory Board to contribute to the development and implementation of the new .pro TLD. The Advisory Board will initially be composed of representatives of professional associations that are representative of the legal, medical, and accountancy professions. As more PS-SLDs are added to .pro, representatives of professional associations in those professional categories will be invited to join the Advisory Board. The Advisory Board should normally have at least 5 members and should be balanced in terms of the professions represented by its members.

**Deleted:** While the initial Advisory Board is intended to be approximately 9 members, the Advisory Board is likely to increase in size as new PS-SLDs are added

**6.1.2** The Advisory Board will meet (in person or by telephone) no less frequently than quarterly. Its functions include:

**6.1.2.1** assistance in identifying relevant professional associations;

**6.1.2.2** help in identifying new PS-SLDs and formulating review proposals for their establishment under Section 4 of this Appendix L;

**6.1.2.3** help in formulating proposals for establishment of and adjustment to registration restrictions and verification procedures, including designation of professional organizations as members of the RPGA, membership in which meets particular registration requirements (see, for example, Subsection 3.3.3.3 of this Appendix L);

**6.1.2.4** providing recommendations on any proposal by the Registry Operator to introduce the option of allowing registrants to register two-label .pro domain names (such a proposal must be approved in writing by ICANN under Subsection 2.6 of this Appendix L);

**6.1.2.5** providing recommendations on the establishment or discontinuance of Sub-Advisory Boards according to Subsection 6.2 of this Appendix L;

**6.1.2.6** providing recommendations on additional labels for PS-SLDs according to Subsection 4.5 of this Appendix L; and

**6.1.2.7** otherwise providing advice to the Registry Operator on the policies on the operation of the .pro TLD. The Advisory Board will direct its recommendations to the management of the Registry Operator; if the Advisory Board finds

that the Registry Operator's management is taking actions that will violate the restrictions of the .pro TLD or its PS-SLDs, the Advisory Board may send written notice of its recommendation regarding such action to the Registry Operator's management and to ICANN.

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## 6.2 Sub-Advisory Boards.

**6.2.1** The Registry Operator may propose the establishment of a Sub-Advisory Board for a particular PS-SLD, either at or after the time the PS-SLD is proposed for introduction. In either case, the Registry Operator will first consult with the Advisory Board. The proposal will be made in writing to ICANN and will include a statement of the procedures for selecting members of the Sub-Advisory Board and, if available, a listing of its proposed initial members, as well as a written statement from the Advisory Board of its views (including any minority or supplemental statements) on the appropriateness of the Sub-Advisory Board.

**6.2.2** The Registry Operator may also propose to ICANN in writing the discontinuation of an existing Sub-Advisory Board. A discontinuation proposal will be accompanied by statements of views (including any minority or supplemental statements) of the Advisory Board and the Sub-Advisory Board to be discontinued.

**6.2.3** To become effective, a proposal to establish or discontinue a Sub-Advisory Board must be approved in writing by ICANN, provided that in the event the proposal is submitted with a resolution of support approved by a majority vote of the Advisory Board then the proposal shall be deemed approved by ICANN unless ICANN provides the Registry Operator written notice of its objection to the proposal within thirty days after the proposal's submission to ICANN. If ICANN does not act on a proposal of the Registry Operator under this Subsection 6.2.3 within sixty days, it will provide the Registry Operator a written report on the status of its consideration.

**6.2.4** Each Sub-Advisory Board will operate in the same manner as the Advisory Board, except the Sub-Advisory Board's scope of responsibility will be limited to the PS-SLD for which it was established. The various Sub-Advisory Boards may act in concert, between themselves or with the Advisory Board, from time to time.

**7. Registration Requirements.** All registrants of Registered Names in the .pro TLD must enter into an electronic or paper registration agreement with the Authorized Registrar that sponsors their name within the registry (Appendix F). (As used in this Appendix L, the term "Authorized Registrar" refers to a registrar accredited by ICANN

for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement (Appendix F.) The electronic or paper registration agreement shall include (in addition to terms otherwise required in the Authorized Registrar's Registrar Accreditation Agreement with ICANN) the following:

**7.1 Registration Agreement.** All registrants of Registered Names (i.e. domain names) and Defensive Registrations in the .pro TLD must enter into an electronic or paper registration agreement with the Authorized Registrar that sponsors their name within the registry. (As used in this Appendix L, the term "Authorized Registrar" refers to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement (Appendix F.) The electronic or paper registration agreement shall include (in addition to terms otherwise required in the Authorized Registrar's Registrar Accreditation Agreement with ICANN) the following:

**7.1.1** the registrant represents and warrants that he, she, or it meets the registration requirements for, as the case may be, (a) the Registered Name or Standard Defensive Registration ~~in which the Registered Name is being registered or~~ (b) the Intellectual Property Defensive Registration;

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**7.1.2** the registrant agrees to notify the Authorized Registrar promptly of any change in circumstances that causes the registrant no longer to meet the registration requirements for, as the case may be, (a) the Registered Name or Standard Defensive Registration ~~in which the Registered Name is being registered or~~ (b) the Intellectual Property Defensive Registration;

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**7.1.3** in the case of a Registered Name or Standard Defensive Registration, the registrant represents and warrants that the registrant and qualification data (and, for a Registered Name, other data required for the issuance of a digital certificate) that he, she, or it is submitting is true and accurate;

**7.1.4** 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;

**7.1.5** 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;

**7.1.6** the registrant agrees to be subject to and abide by the RegistryPro Intellectual Property Defensive Registration Challenge Policy for .Pro, Rules for Rules for Intellectual Property Defensive Registration Challenges for .PRO, Qualification Challenge Procedures (as set forth in Appendix M),

and the UDRP; and

7.1.7 the registrant agrees to be subject to and abide by the Registry Pro Terms of Use Agreement (as set forth in Appendix F).

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7.1.8 Violation of any of the provisions described in Subsections 7.1.1 through 7.1.7 of this Appendix L shall be grounds for termination of the registration, without any refund of fees to the registrant.

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## 7.2 Provision of Registrant, Qualification, and Other Data.

**7.2.1 Data Required for Registered Names.** At the time of an initial or renewal registration of a Registered Name (i.e. a domain name), the registrant will be required to provide to the sponsoring registrar identity and contact information about the registrant, data and supporting evidence about the registrant's qualifications to register (see Section 8 of this Appendix L), evidence of agreement to the Terms of Use, and other data required for issuance of a digital certificate, all as specified by the Registry Operator's policies and procedures.

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**7.2.2 Data Required for Standard Defensive Registrations.** At the time of an initial or renewal registration of a Standard Defensive Registration, the Defensive Registrant will be required to provide to the sponsoring registrar identity and contact information about the registrant as well as data and supporting evidence about the registrant's qualifications to register (see Section 8 of this Appendix L), all as specified by the Registry Operator's policies and procedures.

**7.2.3 Data Required for Intellectual Property Defensive Registrations.** At the time of an initial or renewal registration of an Intellectual Property Defensive Registration, the Defensive Registrant will be required to provide contact information, including: name, e-mail address, postal address and telephone number, for use in disputes relating to the Defensive Registration. The Intellectual Property Defensive Registrant must also provide: (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority.

## 8. Verification Process.

**8.1 General Information.** Authorized Registrars shall enforce the registration restrictions described in this Appendix L and shall verify all PS-SLD registrants' qualifications to register a Registered Name as a condition of registration. (The

verification requirement also applies to Standard Defensive Registrations based on credentials from a Licensing Jurisdiction for which a Verification Process has been established, but not to other Standard Defensive Registrations or second level registrations.) Authorized Registrars may either (1) conduct the verification themselves, (2) have the Registry Operator conduct the verification, or (3) have an association or other entity conduct the verification, in all cases according to the requirements of Subsections 8.2 and 8.3 of this Appendix L (each a "Verification Process"). These verification procedures may be modified or supplemented by the procedures described in Section 6 of this Appendix L.

**8.2 Data Requirements.** A PS-SLD domain name may be registered prior to the completion of the Verification Process; however, it will not resolve in the DNS until such time as the Verification Process has been successfully completed and the eligibility for registration confirmed. Any domain that has been registered for 60 days without successful confirmation of such eligibility may be deleted by the Registry Operator. There shall be no refund of fees paid for such deleted names.

**8.2.1** A successful completion of a Verification Process applies for 30 days; after that period a new Verification Process must be performed. Multiple domain name registrations may be performed in conjunction with a single Verification Process.

**8.2.2** The continuing eligibility of a domain name's registrant to hold the name must be verified once per year.

**8.2.2.1** The day and month of the completion of the Verification Process for a PS-SLD domain's initial registration becomes that domain's annual Verification Date. Each year, a successful Verification Process must be completed within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Verification Process has been successfully completed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no Verification Process has been completed, the domain name will be deleted.

**8.2.2.2** The day and month of the completion of the Terms of Use Agreement for a second level domain's initial registration becomes that domain's annual Verification Date. Each year, the second level registrant must enter into an electronic or paper Terms of Use agreement in the then current form provided by the Registry Operator, with the Authorized Registrar that sponsors their name within the registry. Successful verification must be completed



within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Terms of Use Agreement has been agreed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no verification has been completed, the domain name will be deleted.

**8.2.3** All data used for the purposes of verifying registrant eligibility must be current (no greater than 90 days old).

**8.3 Verification Toolkit.** The Verification Process will be performed by Registry Operator, the Authorized Registrar, or another entity providing verification services meeting the requirements of this Subsection 8.3 (a "Verification Toolkit"). Since the Verification Process will vary among Licensing Jurisdictions, a particular Verification Toolkit may not cover all Licensing Jurisdictions. The procedure for use of a Verification Toolkit is as follows:

**8.3.1** When an applicant applies for a .pro domain name (or, where applicable under Subsection 8.1 of this Appendix L, Standard Defensive Registration) through an Authorized Registrar, the Qualifications Menu for the appropriate PS-SLD and Licensing Jurisdiction will appear in the Authorized Registrar's domain name registration system. An Authorized Registrar offering domain names or Standard Defensive Registrations in only one or a limited number of the PS-SLDs or in one or a limited number of Licensing Jurisdictions may provide a menu for only such PS-SLDs or Licensing Jurisdictions. An Authorized Registrar that is using the Verification Toolkit provided by the Registry Operator may indicate in that window the contact information for the Registry Operator. An Authorized Registrar that is using only one of the qualification methods for a PS-SLD is allowed to provide only that qualification in its registration system (instead of a full Qualification Menu). The applicant will be required to check off one of the qualifications and provide supporting evidence of that qualification in a Licensing Jurisdiction in order to register the requested domain name registration or Standard Defensive Registration. The supporting information will be provided either directly to the Registry Operator if the Authorized Registrar has included direct contact information (as set forth above) or to the Authorized Registrar. In the latter case, the Authorized Registrar will forward the applicant's application and evidence of qualification to the Registry Operator by electronic or other means. As part of the Verification Process, Verification Toolkits providers shall:

**8.3.1.1** Compare the registrant's supporting evidence of qualification to verify that the evidence is representative of the particular applicant (e.g., does the name on the certificate match the licensing information and applicant's name?);

**8.3.1.2** Obtain certification that the evidence of qualification is a current, accurate and true representation of the qualification from applicant;

**8.3.1.3** Verify the registrant's identity or in the case of domain name registrations, obtain information required by a CCA for the issuance of a digital certificate or other digital security products associated with such domain name (see Section 9); and

**8.3.1.4** Agree to indemnify the Registry Operator against any challenges based on Verification Toolkit provider's willful, negligent, or other non-compliance with above policies.

**8.3.1.5** Either the Verification Toolkit provider or registrar's CCA will verify that the registrant's identity information is correct and true, using methods described by the Registry Operator. Different methods may be used depending on the PS-SLD and the location of the registrant, and the registry Operator will decide upon such methods based on advice from the Advisory Board.

**8.3.2** The Verification Toolkit will verify the registration application and qualification evidence under any of the following methods:

**8.3.2.1** The applicant's licensure or accreditation will be checked with an appropriate credentialing organization, association, or entity providing verification services to verify that the evidence of qualification is a current, accurate, and true representation of the qualification;

**8.3.2.2** For an applicant who is a member of one of the associations in the RGPA (the RegistryPro Global Partnership of Associations, a group of professional associations, the members of which meet registration requirements as established according to this Appendix L), the applicant may provide his, her, or its membership identification in that association. The membership will be checked against the RGPA network of organizations' databases (and the name and identity of the applicant confirmed.)

**8.3.3** In cases where a Verification Toolkit provided by the Registry Operator is used, the Registry Operator will notify the Authorized Registrar upon completion of the verification.

**8.3.4** The relevant qualification of the registrant will appear in the Registry Operator's Whois record of the domain-name registration or Standard Defensive Registration and the authoritative copy of the evidence will be maintained by the Authorized Registrar as required by its Registrar Accreditation Agreement.

**8.3.5** The Verification Toolkit provided by the Registry Operator may be amended from time to time to include additional or revised professional categories, non-English abbreviations of professional categories, and qualifications that can be verified through the Verification Toolkit, provided that it performs a reasonably sound verification of the qualifications that are required for registration in the PS-SLDs. In the event that verification requirements or procedures are modified or supplemented, the Registry Operator will update the Verification Toolkit on the schedule specified in connection with the modification or supplementation, and consistent with the requirements of the Registry-Registrar Agreement (Appendix F).

**8.3.6 Authorizing Toolkit Providers.** Entities (including Authorized Registrars) other than the Registry Operator may provide toolkits with functionality equivalent to the Verification Toolkit ("Competitor Verification Toolkits"), provided that they meet the requirements of Subsections 8.3.1 to 8.3.5 of this Appendix L. Competitor Verification Toolkit Providers must apply to the Registry Operator for approval.

**8.3.6.1 Audits.** Within a commercially reasonable amount of time an independent third-party auditor designated by ICANN after consultation with the Registry Operator ("Independent Verification Auditor") or, on terms (including price and protection of trade secrets) approved by ICANN in writing where appropriate services of such an independent third-party auditor are not readily available, the Registry Operator (or a sub-contractor) will conduct a review of the Competitor Verification Toolkit Provider to verify that it complies with the .pro eligibility policies.

**8.3.6.2** If the entity meets all required criteria, the Registry Operator will promptly authorize it as a Competitor Verification Toolkit Provider.

**8.3.6.3** In the event that the entity does not pass this audit, the entity will be informed as to the reason it does not meet the criteria and be given the chance to correct the flaw and re-apply at a later date.

**8.3.7** From time to time, at least annually, a compliance review will be conducted of the Competitor Verification Toolkit Provider to ensure that it continues to meet these criteria. The compliance review shall be performed by an Independent Verification Auditor or, on terms (including price and protection of trade secrets) approved by ICANN in writing where appropriate services of such an independent third-party auditor are not readily available, the Registry Operator or a sub-contractor.

**8.3.8 Verification of Equal Treatment of Competitor Verification Toolkit Providers.** The Registry Operator shall apply the same standards in an equal manner to all companies and other entities (including itself) acting as Verification Toolkit Providers or seeking to act as Verification Toolkit Providers. Among other aspects, this equal-treatment requirement means that the Registry Operator must ensure that Competitor Verification Toolkit Providers have equal access to becoming or designating members of the RGPA. The Registry Operator shall provide ICANN with access to all documents requested by ICANN that are reasonably calculated to be used by ICANN in verification that this equal-treatment requirement has been met.

**8.3.9 Insurance.** All companies and other entities (including Registry Operator) acting as Verification Toolkit Providers shall maintain, from the date on which they are first approved to provide Verification Toolkits and for the duration of their approval, insurance from an insurance provider with an AM Best rating of "A" or better covering at least all claims (whenever made) arising from, in connection with, or related to the Verification Toolkit or any service provided by the provider in connection with the Verification Toolkit or its use. The insurance maintained by Competitor Verification Toolkit Providers shall name Registry Operator as an additional insured. The initially required minimum limits of the insurance shall be US\$5,000,000 per occurrence and US\$5,000,000 aggregate per policy year. Registry Operator may alter those minimum required limits uniformly for all Verification Toolkit Providers with ICANN's written consent by providing at least ninety days written notice to all Verification Toolkit Providers. (Any increase shall apply only to occurrences arising after the effective date of the increase.) Competitor Verification Toolkit Providers shall on Registry Operator's written request provide a copy of the insurance policy(ies) to the Registry Operator.

Registry Operator shall upon ICANN's written request provide a copy of the insurance policy(ies) to ICANN.

**8.4 Continued Professional Standing – PS-SLD.** The Registry Operator will require the Authorized Registrar sponsoring each [PS-SLD](#) .pro Registered Name periodically to re-verify continued qualifications of Registered Name Holders by initiating a new Verification Process that meets the requirements set forth herein. (The re-verification requirement also applies to Standard Defensive Registrations based on credentials from a Licensing Jurisdiction for which a Verification Process has been established, but not to other Standard Defensive Registrations [or second level registrations](#).) Periodic re-verification may proceed under any of the methods described in Subsection 8.3 of this Appendix L.

**8.4.1** Each registrant's qualification for the applicable PS-SLD must be verified on the anniversary of the registration date, using one of the methods allowed under Subsection 8.3.

**8.4.2** At the time of Verification under Subsection 8.4.1 or 8.4.2, the information related to the issuance of the digital certificate or other digital security product associated with such domain name will be verified for continued accuracy.

**8.4.3** A sponsoring Authorized Registrar that finds through the periodic verification or otherwise that a Registered Name Holder (or, where applicable under Subsection 8.4 of this Appendix L, Standard Defensive Registrant) no longer qualifies for his, her, or its registration within a PS-SLD (including the digital security product requirements) must provide electronic and written notice to the Registered Name Holder or Standard Defensive Registrant and to the Registry Operator within seven days after such a finding.

**8.4.4** A Competitor Verification Toolkit Provider that finds through the periodic verification that a Registered Name Holder (or, where applicable under Subsection 8.4 of this Appendix L, Standard Defensive Registrant) no longer qualifies for his, her, or its registration within a PS-SLD (including the digital security product requirements) must provide electronic notice within seven days to the Sponsoring Registrar, which shall provide notice to the Registered Name Holder or Standard Defensive Registrant and to the Registry Operator according to the first sentence of Subsection 8.4.3.

**8.4.5** If the Registry Operator (a) finds during a periodic verification process or is notified by an Authorized Registrar (see Subsection 8.4.2 above) that a Registered Name Holder no longer qualifies for a

registration within a PS-SLD (including the digital security requirements), or (b) is notified by an Authorized Registrar of a reasonable basis to believe that any information in the Registry Operator's Whois database regarding a .pro domain name or Defensive Registration that the Authorized Registrar is sponsoring in the Registry is not accurate or reliable, the Registry Operator will within a commercially reasonable time lock down the domain name of such registrant so that it cannot be modified ("Registry Lock"). The Registry Operator will send an e-mail notice to the Registered Name Holder or Defensive Registrant (at the contact e-mail address(es) shown in Whois) and the sponsoring Authorized Registrar that Registry Lock has been placed.

**8.4.6** A Registered Name Holder or Defensive Registrant who has been provided e-mail notice by the Registry Operator under Subsection 8.4.5 of this Appendix L will have fourteen days from the date e-mail notice has been sent to provide accurate information or otherwise respond to the finding set forth in Subsections 8.4.3 through 8.4.5 of this Appendix L. The following procedure will apply:

(i) In the case of a periodic verification by a sponsoring Authorized Registrar according to Subsection 8.4.3 or notification of inaccurate Whois information under Subsection 10.1.2, the Authorized Registrar will instruct the Registered Name Holder or Standard Defensive Registrant to direct his, her, or its response to the sponsoring Authorized Registrar. If the Registered Name Holder or Defensive Registrant does not update the information or respond to the satisfaction of the sponsoring Authorized Registrar during the fourteen-day period, or if the updated information does not pass the Registrar's verification, the registration will be cancelled and the Registered Name Holder or Defensive Registrant forfeits all registration and associated fees.

(ii) In the case of a Registry Lock resulting from information from any source other than from a sponsoring Authorized Registrar, the Registered Name Holder or Defensive Registrant will be directed by the Registry Operator to send his, her, or its response to the Registry Operator. If the Registered Name Holder or Defensive Registrant does not update the information or respond to the satisfaction of the Registry Operator during the fourteen-day period, or if the updated information does not pass verification (where applicable), the registration will be cancelled and the Registered Name Holder or Defensive Registrant forfeits all registration and associated fees.

**8.4.7 Periodic Verification Fees.** There may be a fee to the Registered Name Holder or Standard Defensive Registrant associated with a periodic

verification, as determined by the sponsoring Authorized Registrar. There may be a fee to the sponsoring Authorized Registrar associated with a periodic verification performed with a Verification Toolkit, as determined by the supplier of the toolkit.

**8.5 Continued Professional Standing – Second Level.** Each second level registrant's qualification for the applicable domain name must be verified on the anniversary of the registration date by the Authorized Registrar requiring that the registrant enter into an electronic or paper Terms of Use agreement in the then current form provided by the Registry Operator, with the Authorized Registrar that sponsors their name within the registry.

**8.6 Random Testing.** The Registry Operator shall, no less frequently than once each calendar month, conduct a verification of a sample of all registrant's qualifications to register a Registered Name. The sample will be no less than the greater of 100 or 1% of all new or renewed domains. Sampled domains will be authenticated and verified in accordance with Section 8.3. Successful verification must be completed within 30 days prior to or after the Verification Date of a domain. If more than 30 days have passed after the Verification Date and no Terms of Use Agreement has been agreed, the domain will be placed on Registry Hold and will not resolve in the DNS until eligibility has been confirmed. If more than 44 days have passed after the Verification Date and no verification has been completed, the domain name will be deleted.

**9. Digital Credentials.** To enhance the security and trust of .pro domain names, the Registry Operator will require Authorized Registrars to provide digital certificates and other digital security services associated with each domain name.

**9.1 Digital Credentials.** Certificates serve as digital credentials and can be used to secure websites, e-mail communication, and other applications. Due to the unique nature of the .pro domain, these digital credentials are intended to assure that the domain name holder's identity has been verified and that the domain name holder has been verified to meet the qualifications in accordance with the guidelines described in this Appendix L. To ensure that all .pro digital security services meet these criteria and that consumers can easily establish a chain of trust, the Registry Operator will require that all certificates issued in conjunction with a .pro domain name chain back to a common certificate root, which will be administered by the Registry Operator. Commercial certificate authorities ("CCAs") that provide comparable services and comply with certificate issuing policies defined by the Registry Operator will be permitted to create certificate roots that chain back to the common .pro certificate root and provide the associated digital security services.

**9.2 CCA Protocol.** Due to the significant trust conveyed by the .pro digital security services, the Registry Operator will require that CCAs comply with the following baseline certificate issuing practices. This list is not intended to be comprehensive and the Registry Operator may modify the requirements for the provision of digital certificates and other digital security services in the future upon sixty days prior written notice to the Authorized Registrars and to ICANN. These requirements will apply equally to all providers (including the Registry Operator) seeking to provide digital certificates chaining back to the common .pro certificate root. Registry Operator's compliance with this equality requirement will be subject to verification as provided in Subsection 9.4 of this Appendix L.

**9.2.1** CCAs must verify the identity of the individual or organization requesting the certificate. Certain trusted third parties may perform this function, provided that such all parties comply with the verification guidelines issued by the Registry Operator and certify they have done so to the Registry Operator.

**9.2.2** For organizations, CCAs must verify that the request for the certificate is appropriately authorized. Certain trusted third parties may perform this function, provided that such all parties comply with the verification guidelines issued by the Registry Operator and certify they have done so to the Registry Operator.

**9.2.3** CCAs will verify that the individual or organization requesting the certificate meets the registration requirements defined in this Appendix L. Certain trusted third parties may perform this function, provided that such all parties comply with the verification guidelines issued by the Registry Operator and certify they have done so to the Registry Operator.

**9.2.4** CCA initial key size will be at least 1024 bits.

**9.2.5** A trusted hardware device (FIPS 140-1 Level 3 certifiable) must be used to create, protect, and destroy the CCAs' private keys.

**9.2.6** CCAs must have a clear "certificate policy", as defined by X.509 Amendment 1 to ISO/IEC 9594-8:1995.

**9.2.7** CCAs must issue certificates complying with the X.509 standard.

**9.2.8** CCAs must be capable of issuing both X.509 v1 and X.509 v3 type certificates.

**9.2.9** CCAs must provide appropriate warranties and indemnities in respect of certificate issuing/verification and confirming credentials.



**9.2.10** Upon notification from (a) the Registry Operator that the .pro domain name associated with a certificate is subject to a transfer request or has been transferred to another registrant or has been deleted, or (b) the Registry Operator or a trusted third party used to validate some of the requirements for certificate issuance that those requirements are no longer met, the CCA must revoke the certificate. The CCA must maintain a publicly available revocation list, and must transmit its revocation list to the Registry Operator at least daily, or such CCA may operate a real-time server that maintains a continuously updated list of revoked certificates.

**9.3 Issuing Certificates.** CCAs meeting these criteria may issue, manage and revoke certificates to .pro domain registrants. CCAs cannot authorize any other party to issue .pro digital certificates, although the certificates can be transmitted to the registrant either by the CCA or by the sponsoring Authorized Registrar for the .pro domain name associated with the certificate. CCAs desiring to issue .pro certificates must apply to the Registry Operator for approval.

**9.3.1 Audits.** Within a commercially reasonable amount of time, an independent third party auditor designated by ICANN upon consultation with the Registry Operator that provides auditing services in the digital security industry ("CCA Auditor") will conduct a review of the CCA to verify that it complies with the .pro certification policies.

**9.3.2** If the auditor determines that the CCA meets all required criteria, the Registry Operator will promptly use the .pro CA root key to sign the CCA's key used for .pro certificates.

**9.3.3** In the event that the CCA does not pass this audit, the CCA will be informed as to the reason it does not meet the criteria and be given the chance to correct the flaw and re-apply at a later date.

**9.3.4** From time to time, at least annually, a CCA Auditor will conduct a review of the CCA to ensure that it continues to meet this criteria.

**9.4 Verification of Equal Treatment of CCAs.** The Registry Operator shall apply the same standards in an equal manner to all companies (including itself) acting as CCAs or seeking to act as CCAs. The Registry Operator shall provide ICANN with access all documents requested by ICANN that are reasonably calculated to be used by ICANN in verification that this requirement has been met.

**9.5 Chaining Fee.** The Registry Operator may charge sponsoring Accredited Registrars a chaining fee associated with each certificate to cover administrative, licensing and associated costs born by the Registry Operator, provided that such

chaining fee may be billed by the Registry Operator to the CCAs. The chaining fee will be charged in compliance with Subsection 3.4.3 of the Registry Agreement.

**10. Implementation by Authorized Registrars.** Authorized Registrars will be required to (a) collect and verify evidence of professional credentials from all [PS-SLD](#) domain name registrants and Standard Defensive Registrants showing their qualification for the professional category in which they wish to register (see Section 8 of this Appendix L), (b) [collect from second level domain name registrants electronic or paper Terms of Use agreements](#), (c) provide digital certificates and other digital security services associated with each domain name, and (d) examine trademark information for Intellectual Property Defensive Registrations (see Appendix J), before the Registry Operator will process domain name applications.

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### **10.1 Compliance by Authorized Registrars.**

**10.1.1** Each Authorized Registrar will be required to comply with the restrictions, requirements, and policies in Appendices J, L, and M, as well as other matters covered in its Registrar Accreditation Agreement with ICANN and in its Registry-Registrar Agreement ("RRA") (Appendix F) with the Registry Operator.

**10.1.2** If an Authorized Registrar learns of a reasonable basis to believe that any information in the Registry Operator's Whois database regarding a .pro domain name or Defensive Registration that it is sponsoring in the Registry is not accurate or reliable, the Authorized Registrar shall provide electronic and written notice to the Registered Name Holder and to the Registry Operator within seven days after learning of that basis. See Subsection 8.4.6 for follow-up procedures.

**10.1.3** Each Authorized Registrar will be required to verify continued qualification of a Registered Name Holder (or, where applicable under Subsection 8.3 of this Appendix L, Standard Defensive Registrant) [and novation of the Terms of Use agreement](#) no less frequently than on an annual basis.

**10.1.4** If it comes to the Registry Operator's attention that an Authorized Registrar is not complying with the restrictions and policies described in Subsections 10.1.1 to 10.1.3 of this Appendix L, the Registry Operator will send prompt electronic and written notice to the Authorized Registrar, with a copy by the same method to ICANN, describing the restrictions and policies being violated. The ensuing procedure concerning the Authorized Registrar's eligibility to continue to sponsor Registered Names (including

suspension and de-accreditation) in the .pro registry is governed by the RRA (Appendix F) and the Registrar Accreditation Agreement.

**10.2 Domain Names Sponsored by Ineligible Authorized Registrars.** If an Authorized Registrar's accreditation by ICANN for .pro is terminated or expires without renewal, or its RRA is terminated or expires without renewal, the following procedure will be followed:

**10.2.1** The domain names and Defensive Registrations already registered up to that point in time will remain registered in the .pro TLD. Those Defensive Registrations and domain names, together with the verification documentation or information for such Registered Name held by the Ineligible Authorized Registrar, will be transferred to another Authorized Registrar upon proper transfer notice made by the gaining Authorized Registrar or, in the absence of such notice, designated by ICANN.

**10.2.2** Applicants for .pro names working with such Ineligible Authorized Registrar will be notified to switch to another Authorized Registrar. The Ineligible Authorized Registrar is required to send the qualification documentation submitted by each applicant to the new Authorized Registrar chosen by such applicant.

**11. Disclaimer.** The provisions of this Registry Agreement (including Appendices J, L, and M) shall not create any actual or potential liability on the part of Registry Operator to any person or entity other than ICANN in connection with any dispute concerning any Registered Name or other Registry Service, including the decision of any dispute resolution proceeding related to any of the foregoing.

through the consultation, notification, and approval process described in Subsection 4.5 of this Appendix L.

**3.1.3 Registration Qualifications.** The following qualifications will be initially required for Registered Names (i.e. domain names) within the legal profession PS-SLD:

**3.1.3.1** Admission or licensing by, and good standing with, a certification body or jurisdictional licensing entity, such as a United States state bar or provincial or territorial Law Societies in Canada;

**3.1.3.2** Admission to a judicial system, which allows the registering party to represent clients before such judiciary, such as the status of a barrister in the United Kingdom;

**3.1.3.3** Membership in a relevant legal association which requires that its members be licensed or admitted to a certifying or licensing entity (such as the Hong Kong Law Society for solicitors) and regularly verifies the accuracy of its data); or

**3.1.3.4** Formation as an entity or organization, or a unit of a larger organization that provides legal services or is organized for such a purpose, and/or has a significant portion of professional employees or members who satisfy one of the above criteria, and registers on behalf of such entity or organization.

The above list of qualifications, however, is subject to change

**3.1.4 Verification.** Qualification of applicants for Registered Names within the legal profession PS-SLD will be verified according to the Verification Process described in Section 8 of this Appendix L. Verification of a registrant's qualifications for a Registered Name within the legal profession PS-SLD will be conducted through a verification process that is applicable to the Licensing Jurisdiction for which the registrant certifies that he, she, or it is licensed or accredited to provide professional services.

## **3.2 Medical.**

**3.2.1 Basic scope.** The medical category includes credentialed providers of medical and health-related services (including companies employing such providers). Examples are doctors, hospitals, health clinics, medical associations,

medical professionals at, or medical departments of, other organizations, and medical publishers.

**3.2.2 SLD codes.** At introduction, the following SLD label is authorized to be used for the medical profession PS-SLD:

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. Additional SLD labels may be introduced through the consultation, notification, and approval process described in Subsection 4.5 of this Appendix L.

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**3.2.3 Registration Qualifications.** The following qualifications will be initially required for Registered Names (i.e. domain names) within the medical profession PS-SLD:

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Admission or licensing by, and good standing with, a licensing or certification body, such as a local medical association in Germany or by a provincial or territorial licensing authority in Canada;

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Holding of a certificate from an appropriate medical specialty board such as a Member Board of the American Board of American Specialties or Canadian Medical Register or an appropriate government authority to practice medicine and/or prescribe medicine;

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Membership in a relevant professional association which requires that its members be licensed or admitted to a certifying or licensing entity and regularly verifies the accuracy of its licensing data; or

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**3.2.3.5** Formation as an entity or organization, or a unit of a larger organization that provides health-related services or is organized for such a purpose, and/or has a significant portion of professional employees or members who satisfy one of the above criteria, and registers on behalf of such entity or organization.

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of this Appendix L.

**3.3.3 Registration Qualifications.** The following qualifications will be initially required for Registered Names (i.e. domain names) within the accountancy profession PS-SLD:

**3.3.3.1** Admission or licensing by, and good standing with, a certification body, such as the Hong Kong Society of Accountants;

**3.3.3.2** Holding a license to prepare and sign clients' tax returns;

**3.3.3.3** Membership in a professional association which requires that its members be licensed or admitted to a certifying or licensing entity and regularly verifies the accuracy of its licensing data (such as the Hong Kong Law Society for barristers) ; or

**3.3.3.4** Formation as an entity or organization, or a unit of a larger organization that provides accountancy-related services or is organized for such a purpose, and/or has a significant portion of professional employees or members who satisfy one of the above criteria, and registers on behalf of such entity or organization.

The above list of qualifications, however, is subject to change by the Registry Operator in consultation with the Advisory Board once it is established, provided that the qualifications reasonably ensure conformity with the basic scope defined in Subsection 3.3.1 of this Appendix L.

#### **3.3.4**