.KIDS Sunrise & Startup Policies

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This document sets out the Sunrise policies and process for the launch of the .KIDS Registry. These policies and process are designed to ensure an orderly and equitable allocation of domains to qualified parties before the .KIDS Registry is opened for general registrations for the public.

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1. Introduction and Scope

The launch and continued operation of the .KIDS Community gTLD is governed by the .KIDS Registry Policies which are separate from, but should be read together with these Policies, and can be found on the Registry website. This document describes certain processes with the aim to provide priority registrations to various eligible entities.

ICANN requires that the Registry Operator, in the management of the TLD, implement certain Rights Protection Mechanisms (RPMs) to discourage or prevent registration of domain names that violate or abuse another party's legal rights. Rights Protection Mechanisms may exist in different forms dependent on the stage or period of operation of the TLD. Some Rights Protection Mechanisms exist for a defined period of time, while others may subsist or become active as a result of certain conditions. Details about ICANN's requirements for Rights Protection Mechanisms can be found on the ICANN website at the following link: https://www.icann.org/resources/pages/tmch-requirements-faq-en.

ICANN has established the Trademark Clearinghouse (TMCH) and associated processes and procedures so that the Registry Operator can comply with its obligation to implement Rights Protection Mechanisms.

ICANN has appointed third-party providers, the TMCH Sunrise and Claims Operator(s) (both defined below), to operate the Trademark Clearinghouse (defined below). Information about the Trademark Clearinghouse and the TMCH Sunrise and Claims Operator can be found at: https://www.trademark-clearinghouse.com/.

Where applicable, the Registry Operator's role is to verify the information provided by a Registrar to the Registry Operator, with that information that is contained in the TMCH. The Registry Operator does not make any decisions about the validity or use of a mark or its inclusion in the TMCH.

These Policies apply to:
- Persons or entities submitting a Registration Request;
- Registrants; and
- Registrars.

2. Startup Phases

The Startup process is separated into four main phases:
1. TMCH Sunrise Period
2. Community Sunrise Period – for the .KIDS Community to register their names
3. Pioneers Domain Period, and
4. General Availability (GA)

At the conclusion of each of the first 3 phases, an objection or dispute resolution period will be put in place to allow for affected parties to raise objections against Registration Requests received. The Community Sunrise will commence shortly after the TMCH Sunrise, and the Pioneers Domain Period will begin shortly after the Community Sunrise, hence there will be overlap with parts of the Sunrise Dispute Resolution and Community Sunrise Objection periods respectively.

The following table provides a summary of the Startup phases and corresponding descriptions:

#	Phase*	
1	TMCH Sunrise	Available only to trademark holders with a valid Trademark Clearinghouse entry on a first-come, first-serve (FCFS) basis. See above for more details.
2	Community Sunrise	Available to .KIDS community on an FCFS. See below for more details
3	Community Sunrise Objection Period	Objection Period open to the public to submit any objections to Community sunrise. See below for more details.

4	Pioneers Domains	Available to participants of the .KIDS Pioneers Domains applicants on an FCFS. See below for more details.
5	Pioneers Domains Objection Period	Objection period open to the public to submit any objections to Pioneers Domains Objection Period. See below for more details.
6	General Availability	Anyone can register any available name on an FCFS basis.

* Please see Registry website for more details on timeline for phases.

All Registrants in all phases are subject to and must abide by the .KIDS Guiding Principles, as well as other RPMs as required by ICANN, such as the UDRP and URS.

3. TMCH Sunrise

3.1. Submission of TMCH Sunrise Registration Requests

TMCH Sunrise Registration Requests are submitted via EPP to the .KIDS Registry Systems and processed on a first-come-first-served (FCFS) basis for Available Names, meaning names that have not been reserved or restricted, prior to commencement of the TMCH Sunrise Period.

3.2. Eligible Applicants

To be eligible to submit a Registration Request under TMCH Sunrise, a TMCH Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements. The Applicant must first provide information required by the TMCH to obtain the Signed Mark Data (SMD)[1] File. The TMCH then will issue an SMD File to verified applicants.

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[1] See: https://trademark-clearinghouse.com/help/faq/what-smd-file for more information on SMD Files from the TMCH.

3.3. Processing of Registration Requests

The TMCH Sunrise Applicant must submit a valid SMD File along with its TMCH Sunrise Registration Request via EPP[2]. SMD Files submitted with TMCH Sunrise Registration Requests are validated by the .KIDS Registry. TMCH Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected. If a corresponding SMD File submitted with a TMCH Sunrise Application is successfully validated by the .KIDS Registry, the Applicant will receive the Applied for name on a first-come-first-served (FCFS) basis based on the date and time of the received registration via EPP to the .KIDS registry systems.

3.4. Certification / Liability

All TMCH Sunrise Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant TMCH Sunrise requirements. By submitting a Registration Request, Applicants acknowledge, agree, and accept sole and direct liability for damages suffered by any third party injured as a consequence of a Registration Request and/or the Registration of a name in the TLD under this policy, and agree to indemnify and hold the Registry and its executives, officers, affiliates, agents, service providers and contractors harmless for any claims, causes of action, damages, or injuries resulting from actions, omissions, or errors. Applicants may be required by the Registry, in its reasonable discretion, to provide reasonable and sufficient surety of indemnification, and shall be liable for any costs or fees incurred by the Registry as a consequence of third-party claims arising from the Applicant's Registration Request for and/or the Registration of a name in the TLD under this policy. Such liability shall extend without limitation to any injury claimed as a consequence of false statements made in the request and relied upon by the Registry in the registration of a name.

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[2] Extensible Provisioning Protocol as adopted by ICANN:
https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en

3.5. TMCH Sunrise Disputes

For information about TMCH Disputes, please refer to the TMCH website[3]. For information on Sunrise Disputes, see our Sunrise Dispute Resolution Policy on the .KIDS Registry website: https://www.nic.kids

3.6. Subject to UDRP and URS

In accordance with ICANN policies all registered .KIDS domain names are subject to UDRP, URS and other applicable RPMs. It is expressly stated that the acceptance of any TMCH Sunrise domain does not represent the endorsement of DotKids that the Applicant will be exempt from or will prevail in any dispute resolution process, including but not limited to the UDRP, URS or the ruling of competent jurisdictions.

4. Community Sunrise Rules

4.1. Submission of Community Sunrise Registration Requests

Community Sunrise Registration Requests are submitted via EPP to the .KIDS Registry Systems and processed on a first-come-first-served (FCFS) basis for Available Names, meaning names that have not been reserved or restricted, prior to commencement of the Community Sunrise Period.

4.2. Eligibility Requirements

To be eligible to submit a Registration Request in the Community Sunrise Period, a Sunrise Applicant must represent a not-for-profit organisation, institution, or charity with a main mission of championing children's rights, children's well-being, education or child-welfare. Corporate initiatives supporting children's rights and welfare that is not separately registered as a not-for-profit organization are not eligible for the Community Sunrise Period, but may utilize the Pioneer Domains Period to submit their Registration Requests.

4.3. Eligible Text String for the Domain Name Applied For

The Domain Name Applied For must correspond to the Exact Match or an Acceptable Match of the name of the organisation registration documentation

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[3] https://www.trademark-clearinghouse.com/dispute

under its governing jurisdiction. Exceptions for spaces, punctuation marks, special characters and the omission of the term "kids" or "children" (and their variations) may be made for an Acceptable Match. The Registry Operator reserves the right, in its sole discretion, to determine what constitutes an Acceptable Match for the purposes of Section 4.3.

4.4. Submission of Documentation of Eligibility

Documentation substantiating the Eligibility Requirements as set out in section 4.2 above may be voluntarily submitted through the .KIDS Registry website (https://www.nic.kids) during or upon request after the Community Sunrise Period. Voluntary Information to be submitted should include the following:

- Domain Name Applied For
- Registry Domain ID[4]
- Contact Name
- Contact Email Address
- Contact Phone Number
- Other Contact Information (e.g. LinkedIn, Facebook, Whatsapp, etc.)
- Description of eligibility (text)
- Reference organization registration documentation, reference letters from known child rights organizations and institutions, etc. (file upload)
- Additional reference URL

Registry Operator reserves the right to request for additional information from Community Sunrise Applicants during or after this period during the Community Sunrise Objection period.

4.5. Community Sunrise Objection Period

The Community Sunrise Objection Period will commence at the close of the Community Sunrise Period. The list of Domain Names Applied For and the corresponding Organization name of the Registrant as well as the Description of eligibility will be made publicly viewable on the .KIDS website for the duration of the Community Sunrise Objection Period. During this time individuals and entities may submit objections to the aforementioned lists under the grounds listed in Section 4.2.

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[4] The Registry Domain ID may be obtained from the publicly available WHOIS data after the successful submission of the Registration Request to the .KIDS registry systems. For more information please see the FAQ on the .KIDS Registry website: https://www.nic.kids

KIDS' BEST INTEREST DOMAIN.

The Registry Operator reserves the right to request for more information from Community Sunrise Applicants during this period. Decisions on merits of any objections received during this Community Sunrise Objection Period will be made at the sole discretion of the Registry Operator.

For objections on other grounds and Sunrise Disputes processes, please see our Sunrise Dispute Resolution Policy on the Registry Website.

4.6. Automatic Consideration for Pioneer Domains

Unsuccessful Community Sunrise Registration Requests will be automatically considered in the Pioneer Domains Period as a Pioneer Domain Registration Request.

4.7. Subject to UDRP and URS

In accordance with ICANN policies all registered .KIDS domain names are subject to UDRP, URS and other applicable RPMs. It is expressly stated that the acceptance of any Community Sunrise domain does not represent the endorsement of DotKids that the Applicant will be exempt from or will prevail in any dispute resolution process, including but not limited to the UDRP, URS or the ruling of competent jurisdictions.

5. Pioneer Domains Period Rules

5.1. Objective

DotKids Foundation is committed to the long-term development of the .KIDS TLD. The Pioneer Domains Period aims to encourage active and positive usage, as well as the development of relevant and robust content for .KIDS domain names. The Program is designed to identify qualified Applicants with the best potential and capabilities to maximize the development of a Kids' Best Interest Domain. DotKids Foundation hopes that by providing a good foundation of active and positive usage of .KIDS domain names interest in and adoption of the .KIDS TLD will be enhanced.

5.2. Submission of Pioneer Domain Registration Requests

Pioneer Domain Registration Requests applications are submitted via EPP to the .KIDS Registry Systems and processed on a first-come-first-served (FCFS)

basis for Available Names, meaning names that have not been reserved or restricted, prior to commencement of the Pioneer Domains Period.

5.3. Pioneer Domain Proposal

Eligibility to submit a Registration Request under Pioneer Domains Period is open to any applicant on a first-come-first-served basis. Applicants are to submit a concise description (less than 200 words) on the plan to use and promote the Domain Name Applied For ("Proposal"). The Proposal should affirm that it will adhere to the .KIDS Guiding Principles. The .KIDS Pioneer Domain registered must enter into active usage (e.g. website, email, redirection to relevant content, web services, etc.) in accordance with the Proposal within 60 calendar days upon registration ("Development Commitment").

The Proposal, the Organization name along with the Domain Name Applied For will be posted publicly on the Registry website during the Pioneer Domains Objection Period for the purposes of Section 5.8.

5.4. Eligible Text String for the Domain Name Applied For

The Domain Name Applied For must adhere to the objectives of the .KIDS Guiding Principles. The Registry Operator reserves the right, in its sole discretion, to determine what constitutes an Eligible Text String for the purposes of Section 5.4.

5.5. Submission of documentation of eligibility

Documentation substantiating the Eligibility Requirements as set out in section 4.2 above may be voluntarily submitted through the .KIDS Registry website (https://www.nic.kids) during the Pioneer Domains Period. Information to be submitted include the following:

- Domain Name Applied For
- Registry Domain ID[5]
- Contact Name
- Contact Email Address
- Contact Phone Number
- Other Contact Information (e.g. LinkedIn, Facebook, Whatsapp, etc.)

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[5] The Registry Domain ID may be obtained from the publicly available WHOIS data after the successful submission of the Registration Request to the .KIDS registry systems. For more information please see the FAQ on the .KIDS Registry website: (https://www.nic.kids)

- Pioneer Domain Proposal (text)
- Optional reference materials (file upload)
- Additional reference URL

Registry Operator reserves the right to request for additional information from Pioneer Domains Applicants during or after this period during the Pioneer Domains Objection Period.

5.6. Pioneer Domains Objection Period

The Pioneer Domains Objection Period will commence at the close of the Pioneer Domains Period. The list of Domain Names Applied For and the Organization name of the Registrant as well as the Proposals corresponding to the list will be made publicly viewable on the Registry website for the duration of the Pioneer Domains Objection Period. During this time individuals and entities may submit objections to the aforementioned list and Pioneer Domain Proposals. Acceptable grounds for objection under the grounds that it does not adhere to or meet the .KIDS Guiding Principles.

The Registry Operator reserves the right to request for more information from Pioneer Domains Applicants during this period. Decisions on merits of any objections received during this Pioneer Domains Objection Period will be made at the sole discretion of the Registry Operator.

For objections on other grounds and Sunrise Disputes processes, please see our Sunrise Dispute Resolution Policy on the Registry Website.

5.7. Fulfilment of Development Commitment

Applicants who have not received any objections during the Pioneer Domains Objection Period, or prevailed in the challenges made during the aforementioned period, must develop the services, content and fulfil other requirements in accordance with the submitted Pioneer Domain Proposal under Section 5.3. DotKids Foundation reserves the right to cancel, suspend and/or reallocate the domain name should the representations made in the Proposal not be met or were found to be false.

5.8. Subject to UDRP and URS

In accordance with ICANN policies all registered .KIDS domain names are subject to UDRP, URS and other applicable RPMs. It is expressly stated that the acceptance of any Pioneer Domain does not represent the endorsement of DotKids that the Applicant will be exempt from or will prevail in any dispute resolution process, including but not limited to the UDRP, URS or the ruling of competent jurisdictions.

6. General Availability and TMCH Claims Period

Upon the commencement of General Availability, Available Names can be registered on a first-come-first-served (FCFS) basis subject to the Registry Policies, the .KIDS Guiding Principles and ICANN Requirements.

The TMCH Claims Period will operate for the first ninety (90) days of General Availability. Throughout the time when the Claims Services are offered, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. An Applicant must acknowledge and accept the information contained within any Claims Notice that may be presented before processing of the Application.

Where that label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.

7. Sunrise Dispute Resolution Policy ("SDRP")

Registry shall post Sunrise Dispute Resolution Policies ("SDRP") to the .KIDS Registry Website prior to the launch of the TMCH Sunrise Period. This SDRP shall be incorporated by reference into the Registration Agreement and these Policies for the .KIDS TLD.

8. Modification of These Policies

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with thirty (30) days prior notice posted on the Registry Website.

9. Miscellaneous

9.1. Modifications, Guidelines and Enforceability

The .KIDS Registry may issue interpretive guidelines on its website regarding the terms of these Sunrise and Startup policies. The .KIDS Registry may modify these Sunrise and Startup policies from time to time, and modifications will take effect at the time they are announced on the Registry's website and without prior notice to Registrars or Registrants.

If any part of these Sunrise and Startup policies is declared invalid or unenforceable for any reason, the remainder of these Sunrise policies shall remain valid and enforceable as if the invalid or unenforceable part were not included herein.

There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Sunrise and Startup policies, taking into account all other applicable rules and policies.

9.2. Limitation of Liability and Decisions by Registry

To the extent allowed under mandatory law, the Registry shall only be liable where the Registry's gross negligence or wilful misconduct is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of its software or web site, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name, as well as the consequences of those decisions.

To the extent allowed under mandatory law, the Registry's liability for damages shall in any case be limited to an amount equal to the application fee paid to the Registry (that is, the fees collected from the Registrar by the .KIDS Registry for the submission of the corresponding application, not including any other fees paid by the Registrant for the acquisition of the domain, such as fees paid to the Registrar) in the context of submitting the Application/Registration Request. The Applicant agrees and accepts that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit

to a binding arbitration for disputes arising from the respective Sunrise processes and Pioneer Domain processes and related allocation of domain names.

The Applicant shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall indemnify and compensate the Registry for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the Application for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Section, the term "Registry" also refers to its members and subcontractors, and each of their respective directors, agents and employees.

The obligations of Registrars are laid out in the Registry-Registrar Agreement. Such obligations include the conformance with these Sunrise and Startup Policies.

10. Definitions

In this document:

".KIDS community" consists of the following:

- Kids: Defined by the UNCRC convention, a child means every human being below the age of 18 years unless under the law applicable to the child, majority is attained earlier.
- Charities, non-government organizations and government institutions that work on the well-being of Kids. This also includes the alliances that promote causes that promote the well-being of Kids.
- Parents and educators of Kids.
- Educational institutions, organizations and operations that are primarily serving Kids.

".KIDS Guiding Principles" sets the basic requirement and outlines the prohibited content in the .KIDS zone. This set of Guiding Principles have been developed together with the .KIDS community and under the UNCRC principles. All registrants are obliged to strictly comply to these guidelines. Any observation or reports of inappropriate materials or misconduct described below, especially if such violation results in the proliferation of materials likely to harm and disturb kids, within the registered domain online will be grounds for cancelation, suspension and takedown of the domain name. The .KIDS Guiding Principles may be updated from time-to-time and are available on the Registry website.

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

"Applicant" means a natural person, company or organization in whose name a Registration Request is Submitted.

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

"Available Names" means 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 the 90 day period after the start of General Availability during which Claims Services are provided

"Domain Name Applied For" means the text string of the domain name, not including the TLD, submitted for registration.

"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 the Registry and ICANN for the TLD, as it may be subsequently modified or amended, and all ICANN Consensus Policies applicable to the TLD.

"Kids-Friendly Content Guide" means the content guide document developed by the .KIDS community available on the Registry website to be voluntarily adopted by .kids Registrants.

"Registrant" is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the TLD.

"Registration" means a domain name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the relevant Registration Agreement for registration during a specified term.

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

"Registry" or **"Registry Operator"** or **"us"** or **"we"** or **"our"** is DotKids Foundation, the Registry Operator of the TLD.

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

"Registry Website" means https://www.nic.kids/.

"SDRP" means the Sunrise Dispute Resolution Policy for .KIDS TLD set out on the Registry website.

"SMD files" means the Signed Mark Data file that is required for TMCH to show that the Trademark Clearinghouse has verified your mark, and that you have met the minimum eligibility requirements to request the registration of domain names during the sunrise period of a TLD. For more information on the SMD files, please see https://trademark-clearinghouse.com/help/faq/what-smd-file.

"TLD" means top-level domain and for the purpose of this policy the TLD shall be .KIDS.

"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" (TMCH) means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders. Trademark Holder means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.

"Trademark Match" means that a label is a match to a trademark, as described in the TMCH Guidelines.

"Trademark Record" means a complete and correct set of information concerning a trademark or other mark submitted to the TMCH.

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