.dealer Launch & Related Policies

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1   Overview

1.1   Scope and Applicability

This document summarizes the processes, procedures, and rules applicable to launch-phase **Registration** of a domain name in the .dealer gTLD as of 19 March 2020.

Capitalized terms and phrases not defined in context are defined in Section 11.

1.2   **Launch Timeline**

The dates and periods listed below are subject to change.

All such changes will be posted on the Registry Website at www.nic.dealer.

Launch Phase	Timeframe	Description
Sunrise Period	33 Days	The pre-launch opportunity for trademark holders to submit Registration Requests for .dealer names corresponding to Trademark Clearinghouse (TMCH) entries. Proxy services may not be used in connection with Sunrise Registrations. This will be run as an Start Date Sunrise and registrations will be allocated on a first-come, first-served basis.
Early Access Period	As soon as possible after Sunrise ends 7 Days	A period during which any .dealer names may be registered on a first-come, first-served basis. Pricing will decrease gradually and will vary by day.
General Availability	As soon as possible after Early Access Period ends	Registrants may register .dealer names on a first-come, first-served basis.

1.3   **Requirements for .dealer Names**

Registration Requests for .dealer names may be submitted only by an Accredited Registrar.

The Registry will not accept a Registration Request for an .dealer name unless it meets the following technical and syntax requirements:

 a.   the name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

 b.   the name cannot begin or end with a hyphen;

 c.   the name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n);

 d.   the name cannot exceed 63 characters (excluding the TLD);

e. the name must contain one or more characters; and

f. for internationalized domain names ("**IDN**"), the name must consist of a language script supported by the Registry.

The Registry will not accept Sunrise Registration Requests from proxy services.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration:

a. to enforce Registry Policies or ICANN Requirements; each as amended from time to time;

b. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;

c. to protect the integrity and stability of the Registry System, its operations, and the .dealer TLD;

d. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry;

e. to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, or stockholders;

f. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or

g. as otherwise provided in the Registry-Registrar Agreement.

1.4   Term

.dealer names may be registered for a period of no less than one year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the "**Term**").

It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

1.5   Payment to the Registry

The Registry will not accept a Registration Request, and will not renew a Registration at the end of the applicable Term unless it has received payment in full from the applicable Accredited Registrar. Names subject to a Registration Request, or names that result in a Registration may be deleted or cancelled in accordance with Registry Policies, the Registry Registrar Agreement, or ICANN Requirements.

1.6   Registration Agreement

Prior to submitting a Registration Request, the Accredited Registrar must secure the affirmative consent of the Applicant to the required registration terms as described in the .dealer Registry Registrar Agreement.

1.7   Reserved Names

The Registry has reserved certain names from registration in the .dealer TLD ("**Registry Reserved Names**"), including, without limitation, the names appearing on the list of ICANN reserved TLD names and as such list may be modified by ICANN from time to time. Additionally, the Registry has reserved certain names in accordance with the "Alternative Path to Delegation" provisions of Specification 6 of the Registry Agreement with ICANN.

After the conclusion of the Sunrise Period, the Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies.

1.8   Requirements for Application

With the exception of the Sunrise Period, there are no restrictions or requirements for Registrants to register .dealer names. By registering an .dealer name, Registrant is subject to the all Registry Policies and ICANN Requirements, including the submission of all information required by ICANN.

2   Sunrise Period Rules

2.1   Scope and Applicability; Fees

These provisions describe the processes, procedures, and rules applicable to the Sunrise Period as described in Section 1.2 above.

Sunrise Registration Requests may be submitted for Available Names, meaning .dealer names that have not been reserved, restricted, or otherwise allocated prior to commencement of the Sunrise Period or prior to the submission of a Registration Request during the Sunrise Period. Application fees for Sunrise Registration Requests are non-refundable.

2.2   Eligible Applicants

To be eligible to submit a Registration Request in the Sunrise Period, a Sunrise Applicant must be the registrant of a corresponding TMCH entry and the domain name sought must correspond to the entire eligible text of one of the variants contained in the TMCH entry, as specified in the SMD file, in accordance with the applicable TMCH requirements. As part of its Registration Request, a Sunrise Applicant must submit a valid SMD file.

2.3   Allocation of Registration Requests

Because .dealer will use a Start-Date Sunrise Period, Applications for Available Names during the Sunrise Period will be allocated on a first-come, first-served basis period to Applicants who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies.

2.4   Certification / Liability

All Registration Requests must be conditioned on the Applicant's certification, representation, and warranty that the request is compliant with the relevant 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 .dealer TLD under this policy, and AGREE TO INDEMNIFY AND HOLD THE REGISTRY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND CONTRACTORS HARMLESS FOR ANY CLAIMS, CAUSES OF ACTION, DAMAGES, OR INJURIES RESULTING FROM ACTIONS, OMISSIONS, OR ERRORS OF APPLICANTS.

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 .dealer 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 Registration of a name.

2.5   Determinations

The determinations of the Registry regarding any Registration Request shall be final and non-appealable; provided, however, that such determination will not affect rights Applicants may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

2.6   Sunrise Dispute Resolution Policy

Names registered in Sunrise shall at all times remain subject to a Sunrise Dispute Resolution Policy process under which a Sunrise Registration shall be cancelled and subject to reservation by the Registry if:

- at the time the challenged domain name was registered, the Applicant did not hold a trademark registration of national effect (or regional effect); the trademark had not been court-validated or protected by statute or treaty;

- the domain name is not identical to the mark on which the Registrant based its Sunrise Registration in accordance with applicable TMCH string matching rules;

- the trademark registration on which the Registrant based its Sunrise Registration is not the subject of actual and substantial use in commerce in the issuing jurisdiction on which the TMCH entry is based, and has not been for a sufficient period to constitute abandonment thereof; or

- the domain name is otherwise a non-exclusive and generic term, and is not used or reserved by the Registrant in connection with the goods and/or services on which the subject trademark registration is based.

Additional detail is provided in the Sunrise Dispute Resolution Policy in Section 8.

3 Early Access Period Rules

3.1 Scope and Applicability; Fees

These provisions describe the processes, procedures, and rules applicable to the Early Access Period as described in Section 1.2 above.

Early Access Period Registration Requests may be submitted for Available Names, meaning .dealer names that have not been reserved, restricted, or otherwise allocated prior to commencement of the Early Access Period or prior to the submission of a Registration Request during the Early Access Period. Application fees for Early Access Period Registration Requests are non-refundable.

3.2 Eligible Applicants

There are no restrictions or requirements for Registrants to register .dealer names during the Early Access Period. By registering an .dealer name, Registrant is subject to the Registry Policies and ICANN Requirements, including the submission of all information required by ICANN.

3.3 Allocation of Registration Requests

Upon the commencement of the Early Access Period, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

4 General Availability Period

Upon the commencement of the General Availability Period, Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

5 Claims and Disputes

5.1 IP Claims Notification

The Claims Period is in place for the first 90 days immediately following the completion of the Early Access Period. The Registry will send IP Claims notifications in accord with ICANN and TMCH policies. In the event an Applicant proceeds with a Registration Request, a notification is sent to record holders of matching TMCH entry(ies). Such Applicant will further be deemed to be on notice of the intellectual property claims corresponding to the TMCH entry(ies), and may not claim lack of notice with regard to such TMCH record holder(s) in any subsequent dispute proceeding.

5.2 Disputes

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension Policy (URS), Transfer Dispute Resolution Policy (TDRP), and Sunrise Dispute Resolution Policy.

UDRP: http://www.icann.org/en/help/dndr/udrp

URS: http://newgtlds.icann.org/en/applicants/urs
TDRP: http://www.icann.org/en/help/dndr/tdrp

6   Acceptable Use and Anti-Abuse Policies

6.1   Acceptable Use Policy

As a Registrant, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.

As a Registrant you: (a) acknowledge and agree that Intercap Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by Intercap Registry or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to Intercap Registry or (iii) to implement ICANN Requirements or Registry Policies.

As a Registrant, you are prohibited in the use of your Registration from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and the consequences for such activities include suspension and/or deletion of your Registration.

Nothing in this Acceptable Use Policy shall confer any right to any third party with respect to Intercap Registry' discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).

As a Registrant, you are required to comply with all ICANN consensus policies applicable to Registrants, including (i) the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/en/help/dndr/udrp), (ii) the Uniform Rapid Suspension Policy; and (iii) such other ICANN Requirements as makes applicable to Intercap Registry, Registrar or Registrants, and as may be amended by ICANN from time to time.

By applying for or obtaining a Registration, you acknowledge your acceptance and compliance with the terms under which such Registration Request and registration was made, including the terms and conditions of Sunrise Registrations set forth in this policy, and additional transfer and use restrictions set forth below.

6.2   Anti-Abuse Policy

You agree not to use the .dealer TLD in connection with:

• Spam: Do not send or promote unsolicited bulk messages, whether bulk marketing or otherwise that do not comply with applicable law.

• Malware: Do not intentionally transmit viruses, worms, defects, Trojan horses, malware, or any other content that may harm user devices, apps, servers, or personal data.

• Phishing and identity theft: Do not capture people's information under misleading or fraudulent pretenses, such as gaining login credentials or credit card information through fake web pages. Do not use stolen credentials or financial instruments to register domain names.

• Pharming and DNS hacking: Do not redirect DNS traffic from the intended website destination to a fake site through the use of DNS hijacking or interference.

• Fast-flux techniques: Do not intentionally use fast-flux techniques to avoid detection in order to conduct illegal activities in connection with domain names.

• Botnet control and command practices: Do not use a command, agent, motor, service, or software which is implemented: (1) to remotely control the computer or computer system of an Internet user without their knowledge or consent, (2) to generate direct denial of service (DDOS) attacks.

• Hacking: Do not gain unauthorized access (or exceed the level of authorized access) to a computer, information system, user account or profile, database, or security system.

• Child Pornography or Abuse: Do not store, publish, display and/or disseminate pornographic materials depicting individuals under the age of majority or child abuse.

• Illegal content: Do not host the distribution or publication of any information or activities that are in violation of any applicable laws or regulations.

• Cyberbullying or harassment: Do not use your Registration to engage in bullying or harassment.

Abuse includes the foregoing activities and any other activity that causes actual and substantial harm, or is a material predicate of such harm, is illegal or illegitimate, or is otherwise considered contrary to the intention and design of a stated legitimate purpose, if such purpose is disclosed.

The Registry reserves the right to lock, hold, suspend, re-direct, deny, cancel, transfer or take other preventive measures, either temporarily or permanently as it deems necessary, in its unlimited and sole discretion:

(1) to protect the integrity, stability, or security of the .dealer TLD, the Registry, or any of its Accredited Registrars;

(2) to protect the safety and security of any Registrant or user;

(3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(4) to avoid any liability, civil or criminal, on the part of the Registry or its affiliates, subsidiaries, licensees, officers, directors, and employees;

(5) where Registrant fails to keep WHOIS information accurate or up-to-date;

(6) per the terms of the registration agreement; or

(7) to correct mistakes made by the Registry or any Registrar in connection with a Registration.

The Registry also reserves the right to place a domain name upon registry lock, hold or similar status during resolution of a dispute.

A Registrant of a letter/letter two-character ASCII label will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

7 DNSSEC Policy and Practice Statement

Uniregistry provides full support for Domain Name System Security Extensions ("**DNSSEC**") for all TLDs operated by Intercap Registry. A full description of Uniregistry's DNSSEC Practices is available in its DNSSEC Practice Statement (http://uniregistry.link/dnssec-policy). The DNSSEC Practice Statement describes the security controls and procedures for key material storage, access and usage for its keys and secure acceptance of Registrants' public-key material.

8 Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "**SDRP**") shall become effective as of March 25, 2020, and shall expire on the anniversary of the launch of general registration of the subject TLD, pending disposition of proceedings filed prior to that date.

8.1 Purpose

This SDRP describes standards that will be applied to resolve challenges to names registered during the Sunrise Period of the TLD on the basis of (a) the improper application of the Sunrise Registration criteria applicable to the TLD and/or (b) speculative registrations of otherwise non-exclusive and generic terms obtained under a pretextual claim of formal trade or service mark rights or registrations unsupported by substantial use of the subject trade or service mark.

8.2 Applicable Disputes

All disputes based on Sunrise Registrations must first be brought under the Trademark Clearinghouse Dispute Resolution Procedures http://trademark-clearinghouse.com/dispute, to the extent that they apply. This SDRP will only apply to disputes not undertaken by the Trademark Clearinghouse under its Dispute Resolution Procedures. To the extent a dispute is not decided under the Trademark Clearinghouse Dispute Resolution Procedures, a Sunrise Registration registered in the TLD during the Sunrise Period will be subject to an administrative proceeding upon submission of a Complaint showing that the Sunrise Registration is Formally Ineligible or Substantively Ineligible. A Complaint under this Policy shall specify only one of Formal Ineligibility or Substantive Ineligibility as a ground for proceeding. All SDRP Complaints must be filed within thirty (30) days after a Sunrise Registration is registered.

8.2.1 Formal Ineligibility

A Complaint under this section shall be required to show that a Registration in the TLD does not comply with the provisions of the Registry's Sunrise Period Policy. Formal Ineligibility shall be demonstrated in any of the following circumstances:

i. At time the challenged domain name was registered, the Registrant did not hold a trademark registration of national effect (or regional effect); the trademark had not been court-validated or protected by statute or treaty; or

ii. The Registration is not identical to the mark on which the Registrant based its Sunrise Registration in accordance with TMCH "identical match" rules.

8.2.2   Substantive Ineligibility

i. Token use or Non-use: The trademark registration on which the domain name Registrant based its Sunrise Registration is not the subject of actual and substantial use in commerce in the issuing jurisdiction on which the TMCH entry is based, or has been unused in such jurisdiction for a sufficient period to constitute abandonment thereof in such jurisdiction; and/or

ii. Pretextual Sunrise Registration: The domain name is otherwise a non-exclusive and generic term having a primary meaning in relation to goods or services other than those for which the trade or service mark was obtained. The following circumstances in particular shall, without limitation, constitute evidence of Pretextual Sunrise Registration:

(a) The Registrant's use, licensing or offer of licensing of use of the domain name for the primary purpose of exploiting such non-trademark primary meaning; or

(b) Circumstances indicating a pattern by the Registrant or in concert with others, of Sunrise Registrations based on formal claims of trade or service mark rights in alleged marks which are otherwise non-exclusive and generic terms having a primary meaning in relation to goods or services other than those for which the trade or service mark was obtained; and

(c) As an aggravating factor in connection with any of the circumstances above, whether the term in question is particularly generically applicable in connection with the TLD in which the Sunrise Registration was made.

8.3   Remedies

The remedies available to a complainant for a proceeding under this SDRP shall be:

8.3.1   Formal Ineligibility

If the Evaluator finds that the Sunrise Registration was Formally Ineligible, the sole remedy shall be cancellation of the Registration and return of the cancelled domain name to the pool of names available for registration in the TLD.

8.3.2   Substantive Ineligibility

If the Evaluator finds that the Sunrise Registration was Substantively Ineligible, the domain name will be (a) suspended for the remaining term of Registration, (b) cancelled and returned to the pool of names available for registration in the TLD, or (c) reserved by the Registry and subsequently made available for registration under such terms as the Registry may determine, in the discretion of the Registry.

8.4   Procedure

8.4.1   The Complaint

A Complaint under this SDRP shall be submitted to the Registry and shall identify whether it is based on Formal Ineligibility or Substantive Ineligibility. Submission instructions can be found on the Registry website at www.nic.dealer. The Registry will, within one business day of receipt of the Complaint, transmit a copy to the Registrant. In the instance of a Complaint initiated by the Registry, a copy of the Complaint will be sent directly to the Registrant.

In the case of Formal Ineligibility, the Registry will conduct an initial review of the Complaint and the applicable Sunrise Registration Request to determine whether the challenged Sunrise Registration was subject to technical error(s) in processing the Sunrise Registration Request. In the event the Registry determines the Sunrise Registration to be the result of a technical error(s), the Registry will notify the Registrant, remedy the error, and the SDRP proceeding will terminate.

The Complaint shall be limited to 1000 words and no more than five annexes constituting no more than 50 pages in total, and shall specify by particular reference to the paragraphs of this SDRP the basis for the Complaint. In the event the Complainant believes it requires a greater word, annex, or page limit, the Complainant may request, in the Complaint, leave to file additional material. No additional material may be filed or will be considered without grant of such leave by the Evaluator.

The Complaint shall particularly identify a factual basis for a reasonable belief for each of the allegations therein. Mere lack of knowledge or conclusory allegations shall not constitute a reasonable belief, in the absence of evidence of due diligence to support the allegations of the Complaint.

The Complaint shall contain the following certification: "Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) Intercap Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Complainant certifies that the information contained in this complaint is to the best of Complainant's knowledge complete and accurate, that this complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this complaint are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

8.4.2   Indemnification and Limitation of Liability

Neither party may name the registrar, the Registry, the Evaluator, or ICANN as a party or otherwise include the registrar, the Registry, the Evaluator, or ICANN in any judicial proceeding relating to the dispute or the administration of the SDRP policy. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE REGISTRAR, THE REGISTRY, THE EVALUATOR, ICANN, AND THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, AGENTS AND SERVICE PROVIDERS FROM ANY CLAIM ARISING FROM THE CONDUCT OR RESULT OF A PROCEEDING UNDER THIS SDRP. None of the registrar, the Registry, Evaluator, ICANN, or their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding rules. Complainant shall be directly and solely liable to the Registrant in the event the complaint is granted in circumstances where the Registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

8.4.3   The Response

A Response under this SDRP may be submitted to the Registry within 30 days of notification to the Respondent of the Complaint. The Response shall be limited to 1000 words and no more than five annexes constituting no more than 50 pages in total, and may dispute the allegations of the Complaint as appropriate. In the event the Registrant believes it requires a greater word, annex, or page limit, the Registrant may request, in the Response, leave to file additional material. In the event the Respondent believes it requires a greater word, annex, or page limit, the Complainant may request leave to file additional material.

Absence of a Response shall not constitute an admission by the Registrant as to any allegation of the Complaint.

The Response shall include the following certification: "Respondent agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Complainant and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) Intercap Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Respondent certifies that the information contained in this response is to the best of Respondent's knowledge complete and accurate and that the assertions in this response are warranted under this Policy and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

8.4.4   Invitation to Proceed

Within ten business days of the deadline for the Response, the Complainant will be asked whether it desires to proceed with the Proceeding, whereupon the Complainant shall pay the required fee.

8.4.5   Referral to Evaluator

All Complaints alleging Formal Ineligibility, which are not determined to be the result of technical error, and all Complaints alleging Substantive Ineligibility shall be referred by the Registry to an Evaluator. The Evaluator shall be one of:

(i) A licensed attorney with at least ten years' experience in intellectual property law including: either the conduct of at least 100 domain name dispute proceedings under ICANN or ccTLD domain name dispute resolution policies or a panelist listed by an accredited ICANN UDRP provider; or

(ii) A dispute resolution provider organization maintaining a roster of evaluators possessing the qualifications noted in subsection.

8.4.6   Conduct of Proceeding / Decision

The Evaluator shall (a) consider the Complaint and Response, if any, (b) grant leave to file additional materials or request such materials within such time limits as the Evaluator deems appropriate, and (c) issue a decision stating whether, by reference to this SDRP Policy and such principles of law the Evaluator deems appropriate, whether the Sunrise Registration is ineligible. In all instances, the burden of proof shall be on the Complainant, and the Evaluator shall further state whether the Complaint is frivolous, or has not been submitted upon appropriate due diligence.

The Evaluator will, in the absence of extenuating circumstances, submit its decision to the Registry within 15 business days of the Evaluator's receipt of the Complaint, Response, and any additional materials. The Registry shall subsequently transmit the Evaluator's decision to the parties.

8.4.7   Maintenance of Status Quo / Implementation

Any domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another Accredited Registrar during the course of a proceeding. The Registry will implement the decision after 10 business days, in the absence of notice to the Registry of official documentation of an action filed by the Complainant or the Respondent in the jurisdiction of (a) the Registry, (b) the Registrant, or (b) the stated jurisdiction of the registration agreement, whereupon implementation of the Decision will be determined by the court. If such documentation is received, no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

8.4.8   Frivolous Filings

Upon the occurrence of three Decisions in which a Complainant, Complainant's counsel, or Complainant's counsel's firm, are found to be frivolous, or to have submitted a Complaint without first conducting appropriate due diligence, such Complainant, Complainant's counsel and Complainant's counsel's firm shall be barred from further filings under this SDRP.

8.5   Effect of Other Proceedings

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

8.6   SDRP Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Registry Agreement with ICANN with 90 days' written notice.

9   Internationalized Domain Name (IDN) Policy

The Registry supports the creation of internationalized domain names ("**IDNs**") that contain Unicode-supported, non-ASCII character sets.

Most domain names on the Internet are registered using ASCII characters (that is, A-Z, 0-9). However, words requiring diacritics (such as are encountered in German, Spanish, and French, for example) and words in other languages that use non-Latin scripts (such as Chinese and Japanese) cannot be displayed using ASCII.

This policy for IDN Registrations defines which IDNs can be supported and provides guidance on functional limitations of IDNs within the system of ICANN guidelines and other standards such as the Internationalizing Domain Names in Applications ("**IDNA**") specification and Internet Engineering Task Force ("**IETF**") standards.

9.1 IETF Standards and IDNA 2008

The Registry is in compliance with all of the RFC documents that comprise IDNA 2008 (RFC 5890, RFC 5891, RFC 5892, RFC 5893, and RFC 5894) as well as with the rules that define Unicode points in IDN Registrations. The Registry is committed to following the IETF standards as well as to supporting and deploying the IDN functionality as soon as reasonably possible.

9.2 How Requests for IDN Registrations are Processed

The Registry enables the creation of IDNs that contain Unicode supported non-ASCII scripts. This IDN Policy describes the guidelines the Registry has developed to handle and facilitate critical aspects of IDN Registrations, including character variants and their impact on a registration and restricted Unicode code points, prohibited domain names, and protected domain names. Supported character sets, the special cases of Chinese and Japanese variants in particular, and IDN language/script tags are also discussed.

9.3 Language/Script Tag

Each IDN must be associated with a specific language/script using a tag. You must select the appropriate tag during the registration process. The tag you supply for any IDN Registration Request is one determining factor in terms of whether the requested IDN is supported. A requested IDN must be comprised only of code points that are present in the character set associated with the language/script tag. If a Registration Request for an IDN domain name is submitted without a tag, a validation error is returned; the tag is not optional. At the same time, not all character sets are supported. For more details, see Supported Character Sets.

9.4 Limitations on Intermixed Scripts in IDNs (Comingling of Scripts)

All code points within an IDN must come from the same Unicode script. The Registry does not support comingling of code points from different Unicode scripts. This is done to prevent confusable code points from appearing in the same IDN. Unicode defines a set of Unicode Scripts by assigning each code point a unique Unicode script value.
See Supported Character Sets for more information on which Unicode scripts are supported by the Registry.

9.5 Supported Character Sets

All TLDs offered by the Registry enjoy support in any of the following languages/scripts:

Language/Script	Tag
Chinese	zh
Cyrillic	cyrl

French	fr
German	de
Italian	it
Japanese	ja
Portuguese	pt
Spanish	es

When an IDN Registration is requested, the tag provided by the registrar is checked against the list of languages/scripts supported by the Registry and the character-inclusion and character-variant IDN tables associated with the language/script. The Unicode points that comprise a registration are checked against these IDN tables to determine whether the registration is valid for a specific language/script. If a registration is not valid for one language/script, the necessary character set might still be achievable using a different tag. It is also required that the corresponding A-label and U-label of the IDN are provided and that both are consistent with the other. The Registry is dedicated to working with applicants in achieving a solution to each IDN registration whenever possible.

IDN tables in use by the Registry may be found at http://www.iana.org/domains/idn-tables.

9.6   Character Variants and Impact on Registrations

Handling character variants is an essential aspect of the Registry's IDN policy and infrastructure. The following sections describe in detail how Chinese and Japanese character variants are handled by the Registry. Other languages supported by the Registry do not impose any registration limitations.

9.6.1   Chinese Variants and Japanese Variants (Applies only to IDN Registrations using the Chinese (zh) or Japanese (ja) language)

Some Chinese and Japanese characters use different visual representations (variants) of the same character. Also, there are characters that overlap between both languages, more specifically, Kanji characters used in Japanese can also be found in Chinese. The tables assume that when one variant of a Chinese or Japanese character is registered, then other variants are blocked in that language. To mitigate issues that may arise due to Chinese or Japanese variant characters, the Registry will allow only a single Chinese label or Japanese label to be registered out of the set of all variant labels from both languages, effectively blocking the other variant labels from registration.

9.7   Restricted Unicode Code Points

ICANN's Guidelines for the Implementation of Internationalized Domain Names lists certain characters that are not allowed in any IDN registration. For a complete listing of restricted Unicode code points for IDN, refer to Appendix B of RFC 5892, The Unicode Code Points and Internationalized Domain Names for Applications.

Scripts or characters added in Unicode versions newer than 3.2 (on which IDNA 2003 was based) may encounter interoperability issues due to the lack of software support and the Registry does not currently plan to offer registration of labels containing such scripts or characters.

9.8   Prohibited or Protected Domain Names

The Registry does not prohibit any specific Unicode string or sequences of Unicode characters in the registration of IDN domain names. Some IDN domain names may be reserved as specified by ICANN. Availability checks for any reserved name will return a value of "Reserved."

The Registry does not support registration of IDNs that are not supported by one of the specific IDN character set tables published at IANA. Additionally, the IDNA 2008 Specification defines rules and algorithms that prohibit certain Unicode points in IDN Registrations. The Registry is in compliance with the documents that comprise the IDNA 2008 standard.

10 General Provisions

10.1 Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

10.2 Liability

TO THE EXTENT ALLOWED UNDER GOVERNING LAW, THE REGISTRY SHALL ONLY BE LIABLE IN CASES WHERE WILLFUL 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 THE SUBMISSION OF A REGISTRATION REQUEST, THE REGISTRATION OR USE OF A DOMAIN NAME OR TO THE USE OF THE REGISTRY SYSTEM OR REGISTRY WEBSITE, 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.

TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, THE REGISTRY'S AGGREGATE LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE AMOUNTS PAID BY THE ACCREDITED REGISTRAR TO THE REGISTRY IN RELATION TO THE APPLICATION CONCERNED (EXCLUDING ADDITIONAL FEES PAID BY THE APPLICANT TO THE ACCREDITED REGISTRAR OR RESELLER, AND DISPUTE RESOLUTION FEES). THE APPLICANT AGREES 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).

APPLICANTS AND REGISTRANTS SHALL HOLD THE REGISTRY HARMLESS FROM CLAIMS FILED OR DISPUTES INITIATED BY THIRD PARTIES, AND SHALL COMPENSATE THE REGISTRY FOR ANY COSTS OR EXPENSES INCURRED OR DAMAGES FOR WHICH IT MAY INCUR AS A RESULT OF THIRD PARTIES TAKING ACTION AGAINST IT ON THE GROUNDS THAT THE APPLICATIONS 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 Article, the term "Registry" shall also refer to its shareholders, directors, officers, employees, members, affiliates, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

10.3   Representations and Warranties

All Applicants, all Registrants, and any party submitting a Registration Request represents and warrants that:

− to its knowledge, the registration of the Domain Name mentioned in the Registration Request will not infringe upon or otherwise violate the rights of any third party;

− it will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and

− it will keep the WHOIS information related to the Domain Name accurate and up-to- date at all times.

The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or

− to protect the integrity and stability of the Registry; or

− to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or

− to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or

− following the outcome of a Dispute Resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non- compliance or violation of this Policy, and in particular these representations and warranties.

10.4   Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Registrant, as provided in WHOIS information. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

10.5   Severability

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

10.6 Waiver

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

10.7 Compliance with Law

Each party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

10.8 Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

10.9 Applicable Law; Jurisdiction

This Policy, as amended from time to time, will be governed by, and construed in accordance with, the laws of the Cayman Islands without regard to conflict of law principles. Any claim or action brought by one of the Parties hereto in connection with this Policy shall be brought in the courts of the Cayman Islands, and the Parties hereto irrevocably consent to the exclusive jurisdiction of such courts. The Parties hereby explicitly exclude the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

11 Defined Terms

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

Applicant is a natural person, company, or organization in whose name a Registration Request is made.

Available Names are .dealer names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the relevant launch period and prior to the Registry's receipt of a Registration Request.

ICANN Requirements include the Registry's obligations under the Registry Agreement between Intercap Registry and ICANN dated March 10, 2018, all ICANN Consensus Policies applicable to the .dealer TLD, and all other ICANN specifications and policies applicable to the .dealer TLD.

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 .dealer TLD.

Registration means an .dealer name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the 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 .dealer TLD.

Registry is Intercap Registry Inc.

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

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

Registry System means the system operated by Registry or Registered Names in the .dealer TLD.

Registry Website is www.nic.dealer.