

1 – Section 1.10 **Registrar Abuse Policy**

Use of Charleston Road Registry by Registrars is subject to this Registrar Abuse Policy, which

Charleston Road Registry may update from time to time.

If not defined here, capitalized terms have the meaning stated in the Registry Registrar

Agreement (“Agreement”) between registrar or other authorized user (“You”) and Charleston

Road Registry.

You agree to not engage in any abusive behaviors, including the following:

- Allowing registrants to use the Registry Services in any manner that violates the Domain

Name Abuse Policy.

- Engaging in deceptive practices including fraudulent attempts to manipulate transfers, or

sending false or misleading notices to domain name registrants.

- Taking any actions on a registered domain that are not in the interest of, or requested by, the domain registrant, including:

- restricting transfers of domain names to other registrars,

- renewing domains other than at the explicit request of the existing registrant,

- transferring domains to yourself or another registrant due to non-payment of fees by existing registrant, or

- registering domains for the registrar’s own purposes based on user queries (i.e. “Front-running”).

- Providing access to WHOIS data in a manner that is not appropriately reliable.

- Favoring certain registrants over others.

Your failure to comply with this policy may result in suspension or termination of the Agreement.

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2 – Section 3.4e **Domain Name Abuse Policy**

Use of Charleston Road Registry is subject to this Domain Name Abuse Policy. Please follow

this policy when using our products and services. We may modify this policy so please check

You agree not to use Charleston Road Registry in connection with:

- Spam: Do not send or promote unsolicited bulk messages, whether bulk marketing or
 - 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
 - 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 on domain names.
 - Botnet control and command practices: Do not use a network of poisoned or compromised computers to inflict harm on valid computer services. This includes using this coordinated network to launch denial-of-service (DDos) attacks.
 - Hacking: Do not illegally penetrate computers, accounts, networks or security defenses

of the Charleston Road Registry, any other Google product, or those of any Google

partners. This includes any attempt that serves as a precursor to an attempted system

- Child sexual abuse imagery: We have a zero tolerance policy towards content that exploits children. Do not publish or distribute child sexual abuse imagery.

- Unqualified applicants: You must meet registration eligibility requirements in order to

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

Abuse includes the foregoing activities and any other activity that causes actual and substantial

harm, or is a material predicate of such harm; and is illegal or illegitimate, or is otherwise

considered contrary to the intention and design of a stated legitimate purpose, if such purpose is

Charleston Road 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: (1) to comply with specifications adopted by any

industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);

(2) to correct mistakes made by Charleston Road Registry or any registrar in connection with

a domain name registration; (3) to protect the rights and property of Charleston Road Registry

and to avoid any potential or actual liability, civil or criminal, on the part of Charleston Road

Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees,

and stockholders; (4) to protect the integrity and stability of the registry and the operation of the

DNS; (5) to comply with all applicable laws, government rules or requirements, requests of law

enforcement or any applicable dispute resolution process; or (6) for violation of the terms and

conditions set forth in any applicable registration agreement.

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3 - Section 3.4e
.みんな Sunrise and Landrush Policy

1. Sunrise and Landrush Solicitation Period

Registry Operator will conduct a solicitation period for Sunrise applications that lasts at least 60

Registry Operator will also conduct a solicitation period for Landrush applications that lasts at

least 30 calendar days.

During the period that Sunrise solicitation is open but Landrush solicitation is not, interested

parties may apply for a domain. However, all applications must be accompanied by a valid

Trademark Clearinghouse (TMCH) token to be considered Sunrise applications. Other applications will not be accepted.

During the period that Landrush solicitation overlaps with Sunrise applications, interested

parties may apply for any domain. If the application is accompanied by a valid TMCH token,

then it will be considered a Sunrise application. Otherwise, it will be considered a Landrush

b. Application Fees

CRR charges no fees for applications of either type. However, registrars are encouraged to

confirm their applicant customers are able to pay potential ensuing registration fees.

c. Use of Brand

Registry Operator may review Registrar communications related to Sunrise and Landrush

applications. Specifically, Registry Operator may request that branded mnemonical graphics,

logos, or key phrases be used in conjunction with the top-level domain when presented on

web pages used for processing applications, to ensure consistent recognition of the domain's

authenticity throughout the application process, including email alerts, and auctions where

d. Application Processing

If only one party applies for a given domain, that domain will never go to auction, and will be

awarded to the interested party. See the "Registrations" section below.

If multiple parties apply for the same domain, and none have a TMCH token, then all parties will

go to auction for the right to register the domain (see Auctions section).

If multiple parties apply for the same domain, but only one of them has a TMCH claim, then that

TMCH applicant will be awarded the right to register the domain. The remaining applicants will

be denied the right but their contact information will be saved (see Non-Payment Procedures

If multiple TMCH applicants apply for the same domain, they will go to auction for the right to

register the domain. Any other (non-TMCH) applicants applying for that domain will be denied

the right to register the domain, but their contact information will be saved (see Non-Payment

Procedures section below).

Once an auction begins, an auction provider will send a notice to participants on the Registry

Operator's behalf giving them a link and login to the auction site.

There is no minimum bid for auctions. The auction will be an English auction, and will run for 14

days, unless bids are placed in the last 24 hours in which case it extends by another 24 hours.

Participants can submit proxy bids, and there is a bid increment of 1,000 JPY. The exact rules

of the auction will be available to participants through the website of the auction provider.

The auction provider will collect the second-highest bid amount from the winning bidder, and

charge them in Yen through credit card. Registry operator will remit incentive payments to

qualifying registrars as detailed in the Pricing Policy.

If none of the parties ever pay the minimum bid, then Registry Operator will register the domain

to the first party that applied.

3. Registrations

Once Registry Operator determines who the final recipient of a Sunrise or Landrush domain

is, it charges their sponsoring registrar the full registration price of the domain, for the entire

registration period requested by the applicant.

Technically, the applicant has not won the “domain,” but rather the right to register the domain,

which lasts for no more than 30 days.

Accordingly, the domain is registered and Registrar is billed immediately, but has a special

SunRush Add Grace Period of 30 days during which they can delete the domain (if for example

they never receive payment from their customer), and avoid being billed for it.

However, once a registrar sets nameservers for the domain, they only have a 5 day grace

period within which to delete the domain and avoid being charged.

The registration prices for domains awarded during Sunrise and Landrush are detailed in the

4. Failure Scenarios

In the event that a domain goes to auction, and the winner never pays their auction fees:

1. Preference is given, in order, to the other auction participants.
2. Then, the domain automatically goes to the first party that applied.

In the event that a domain is awarded, but then deleted by the registrar due to non-payment of

registration fees or deleted by the registry due to Sunrise Dispute Resolution Policy objections:

1. Any prior auction participants are contacted, and given preference in order of their auction
2. Then, any other applicants who applied for the domain but were not invited to auction (i.e. non-TMCH applicants) are invited to auction for the domain.

3. Then, the domain opens up for the general registration period (as per the "Registration Periods" section in the Registry-Registrar Agreement).

5. Sunrise Dispute Resolution Policy

Registry Operator will incorporate a Sunrise Dispute Resolution Policy (SDRP). The SDRP will

allow challenges to Sunrise Registrations by third parties for a ten-day period after acceptance

of the registration based on the following four grounds: (i) at the time the challenged domain

name was registered, the registrant did not hold a trademark registration of national effect (or

regional effect) or the trademark had not been court-validated or protected by statute or treaty;

(ii) the domain name is not identical to the mark on which the registrant based its Sunrise

registration; (iii) the trademark registration on which the registrant based its Sunrise registration

is not of national or regional effect or the trademark had not been court-validated or protected by

statute or treaty; or (iv) the trademark registration on which the domain name registrant based

its Sunrise registration did not issue on or before the effective date of the Registry Agreement

and was not applied for on or before ICANN announced the applications received.

After receiving a Sunrise Complaint via the “Report a Problem” link at

www.charlestonroadregistry.com, the Sunrise Contact will review the Complaint to see if the

Complaint reasonably asserts a legitimate challenge as defined by the SDRP. If the complaint

does not, the Sunrise Contact will email the complainant within 36 hours of the complaint to

indicate that the subject of the complaint does not fall within SDRP, and that Registry Operator

considers the matter closed.

If the Sunrise Contact requires further information from the registrant or if the domain name

is not found to have adequately met the Sunrise Eligibility Requirements (SERs), the Sunrise

Contact will promptly notify the registrant of the action, the nature of the complaint, and provide

the registrant with the option to respond within ten days to cure the SER deficiencies. All such

actions will be ticketed in Google’s customer relationship management (CRM) software to

maintain accurate SDRP processing records.

If the registrant responds within ten business days, its response will be reviewed by the Sunrise

Contact to determine if the SERs are met. If the Sunrise Contact is satisfied by the registrant's

response, the Sunrise Contact will then notify the Complainant that its complaint was ultimately

denied and provide the reasons for the denial. If not, both the registrant and the complainant will

be notified that the domain name will be released.

Registry Operator reserves the right to suspend a domain during the pendency of a SDRP

dispute, and/or to cancel, transfer, or take other action deemed necessary in its discretion

upon completion of its review and/or receipt of a decision under the SDRP. Upon receipt of a

decision that the registration does not meet the Sunrise requirements, it expressly reserves the

right to cancel, transfer, or take other action deemed necessary in its discretion.

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4 – Section 3.12
.みんな Domain Registration Policy

There are no special restrictions on registration for .みんな domains.

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5 – Section 4.1
PRICING POLICY

1. Prices.

a. Sunrise and Landrush Application Fees:
- 0 JPY

b. Registration Fee for domains registered through Sunrise, Landrush and General Registration:

- Premium domains will carry an annual registration fee above 800Y. A full list of Premium domains and prices will be made available to contracted registrars.
- 800 JPY / year for Basic (ie, non-Premium) domains.

c. Renewal Fee:

- Equal to Registration Fee for the domain.

d. Transfer Fee:

- 0 JPY (renewal fees separate)

e. Redemptions:

- 10,000 JPY

f. Domain Server Status Change Requests:

- 2,000 JPY per request

g. Registration Incentives:

- Sponsoring Registrar will receive a 20% discount on all Sunrise and Landrush registrations.

2. Auction Incentives.

a. Sponsoring Registrar for winning bidder receives 4% of final auction price paid by winning bidder, as a credit against future registration activity, not redeemable for cash payment.

b. Sponsoring Registrar(s) for losing bidders evenly split 3% of final auction price paid by winning bidder, provided losing bidder placed a valid, credit-card authorized bid. This incentive will be applied as a credit against future registration activity, not redeemable for cash payment.

E.g.

- Registrar A produces 2 valid losing bids
- Registrar C produces 1 valid losing bid and the winning bid
- Winning bid was 10,000 JPY
- Registrar A receives 200 JPY for providing 2 of 3 valid losing bids
- Registrar C receives 400 JPY for winning bid, and 100 JPY for 1 of 3 valid losing bids

3. Grace Periods.

a. SunRush Add Grace Period:

- For domain registrations resulting from Sunrise Period and Landrush Period applications, the domain will have a SunRush Add Grace Period lasting 30 days. During this period, Registrars can delete the domain and avoid charges. Upon setting nameservers, a standard 5-day add/drop grace period begins.

b. Add Grace Period:

- 5 days after registering a domain, Registrars can delete the domain without being charged, and the domain will be open for re-registration.

c. Auto-Renew Grace Period:

- 45 days after a domain expires, the domain can be renewed by the Registrar, if the existing Registrant explicitly requests it to be renewed for their own use.

d. Redemption Grace Period:

- 30 days after a domain is deleted, a Registrar may redeem the domain. Only applies to fully registered domains that are deleted, not to deletions of domains pending registration.

e. Pending Delete:

- 5 days after the expiration of the redemption grace period, the domain will be available for re-registration.