

**.travel  
Registry Policies**

**Tralliance Corporation**

**JUNE 2005**



## Contents

---

### **.travel Registry Policies**

1. Eligibility.....	4
1.1 <i>General Policy</i> .....	4
2. Name Selection.....	6
2.1 <i>Name Selection Policies in General</i> .....	6
2.2 <i>ICANN-related Name Restrictions</i> .....	6
2.3 <i>Registry-defined Name Policies</i> .....	7
3. .travel Registration Policy.....	12
3.1 <i>Wholesale Pricing</i> .....	12
3.2 <i>General</i> .....	12
3.3 <i>Application</i> .....	12
3.4 <i>Authentication</i> .....	13
3.5 <i>Denial</i> .....	13
4. Registrar-Selection and Oversight.....	14
4.1 <i>Selection</i> .....	14
4.2 <i>Oversight</i> .....	15
5. Dispute Resolution and Denial Review.....	16
5.1 <i>General</i> .....	16
5.2 <i>Categories of Disputes</i> .....	16
6. Registry Data, Whois and Privacy.....	19
6.1 <i>General</i> .....	19
6.2 <i>Information Collection and Use</i> .....	19
6.3 <i>Information Disclosure</i> .....	20
7. Registrant Agreement—License period, renewals, Revocation.....	21
7.1 <i>General</i> .....	21
7.2 <i>License Term, Renewal and Redemption</i> .....	21
7.3 <i>Continuing Eligibility</i> .....	21
7.4 <i>Domain Name Transfer</i> .....	22

7.5 *Revocation*.....23

7.6 *Warranties*.....24

8. Value-added Services .....**Error!**  
**Bookmark not defined.**

8.1 *General*.....**Error!**  
**Bookmark not defined.**

## 1. ELIGIBILITY

---

### 1.1 General Policy

The **.travel** TLD is intended to serve the global travel community. **.travel** is restricted to *people, organizations, associations, and private, governmental and non-governmental agencies in the travel and tourism industry*. The registrants are not limited to, but may fall within, the industry types set out in the table below, which is provided only as a list of illustrative categories and types, and not as a restriction of the general eligibility requirement.

The Registry may establish stricter requirements for registrants by published policy statement. The Registry may extend the list of industry types from time to time by published policy statement, provided that any such extension is consistent with the travel community's perceptions about the prevailing scope of the community as evidenced by the support of such extension by the travel industry as communicated to TTPC and the Registry through its policy outreach procedures.

- a. Airlines
- b. Attractions/Theme Parks
- c. Bed & Breakfast Houses
- d. Bus/Taxi/Limousine Operators
- e. Camp Facility Operators
- f. Car Rental Companies/Airport Specialty Car Park Companies
- g. Computer Reservation/Travel Technology Provider
- h. Convention & Visitor's Bureaus
- i. Cruise Lines
- j. Ferries
- k. Hotels/Resorts/Casinos
- l. National Tourism Offices
- m. Passenger Rail Lines
- n. Restaurants
- o. Tour Operators
- p. Travel Agents

- q. Travel Media
- r. Travel-Consumer and Market Research Organizations

The Registry may amend, clarify, extend or re-enumerate the industry sectors identified above, provided that such changes are within the scope of the requirement set out in item 1.1, above. In such event the Registry will promptly make such changes public in the manner contemplated in its agreement with ICANN.

## 2. NAME SELECTION

---

### 2.1 Name Selection Policies in General

There are two types of **.travel** Name selection policies:

1. Name selection restrictions that flow from ICANN policies and contracts; and
2. Name selection restrictions that flow solely from the Registry's delegated authority.

The central principle of name selection is that the first eligible applicant for a name will be entitled to register that name. The date and time of completion of all application requirements, including registration and authentication data, will determine the applicant's order of priority.

Any name that is not registered by reason of the ineligibility of the applicant will be released and available for registration.

### 2.2 ICANN-related Name Restrictions

#### *2.2.1 Permissible Characters and Naming Conventions*

Domain names must:

- be at least 3 characters and no more than 63 characters long;
- be a name on the second level (e.g. AAA.travel where "AAA" designates the second level) unless approval has been obtained for name registration at the third level (e.g. BBB.aaa.travel, where "BBB" designates the third level);
- not contain a hyphen on the 3rd and 4th position (this usage is reserved for International Domain Name implementation);
- contain only letters (a-z), numbers (0-9) and hyphens or a combination of these; and
- start and end with an alphanumeric character, not a hyphen

#### *2.2.2 ISO characters*

Two-character names are initially reserved, apart from two-character names used by the airline industry. The Registry will seek approval for the use of such two-character names on the same basis as such use was permitted for the .aero TLD. Permission from the appropriate government and country code manager or the ISO 3166 maintenance agency is required for registration of these names in **.travel**.

### *Country Names*

Country names are not available for registration as second-level names according to the Registry's contract with ICANN, the Registry will permit limited registration within the terms of the policy set out in subsection 2.2.3 below.

#### *2.2.3 Reserved Words and Reserved Names*

ICANN Reserved Words—The Registry's contract with ICANN includes an Attachment that sets out certain words that are routinely used in managing the Internet (e.g. xml, nic). These words must be permanently reserved. The contract also sets out other reserved words are set aside for the operation of the **.travel** Registry (e.g. whois). These words are selected by the Registry and the Registry Operator and are also permanently reserved.

Country Names and Industry Words—The Registry will set aside a group of country names and industry words that will be available for registration only according to policies specifically relating to the registration and use of such names. The group of country names will include the names of all countries in English and also in their local form. See, subsection 2.3.3 and 2.3.4 below.

Disputed Names—The Registry may set aside names that are being reviewed under **.travel** dispute resolution procedures. These names may become available for registration after the dispute is concluded.

## 2.3 Registry-defined Name Policies

### *2.3.1 Registrant-related Names*

Name Basis—Name registration is limited to names to which the registrant holds or uses, not limited to but including:

- “Doing Business As”, or “Trading” Name
- Trademark (registered, or by use)
- Domain Name used as a trading name
- Service Mark (registered, pending or by use)
- Product Name (by registered copyright or use)
- Division Name (by use)
- Subsidiary Name (wholly-owned or controlled)
- Promotion or Venture Name (by use)
- Partnership Name (by registration or use)

- Club Name (by use)
- Competition, Games or Event Name (registered, pending or by use)
- Transport Vessel Name (registered)
- Acronyms of an eligible name where such acronym is not less than three letters (e.g. ABC.travel)

No Limitation in Number—Registrants are not limited in the number of names they may register.

Registrant Representations—The registration application and registrant agreement will contain positive representations from the registrant that they are entitled to the name(s) they are or have registered. Breach of such representation will allow the Registry to revoke ineligible names at any time.

Evidence of Name Basis—The Registry requires that the applicant submit documented proof of use of names at the time of authentication. The authenticating organization will collect such documentation and review it.

Equivalent Rights—The Registry will accept any applications on a “first-come, first-served” basis. In the event an application does not meet the requirements of the Registry Policies, then such **.travel** domain names will be returned to the general pool of available names.

Names Including the String “travel”—Where the applicant’s name rights include a name including the word “travel” (e.g. ABC Travel, or ABC XYZ Travel), the Registry will accept registration of a name in which the string “travel” is formed at the first level and the remainder of the name is formed at the second level (e.g. ABC Travel may register the name “ABC.travel”, subject to limitations that may be placed on the string at the second level as a result of the Registry’s policy on Generic Names, Industry Names, Country Names and Place Names.

### *2.3.2 Multipart Names*

The Registry will accept registrations of multipart names only where such parts are separated by a hyphen in the correct location (e.g. AAA-BBBB.travel). Names in the form AaaBbb.travel are not considered multipart names and no restrictions apply.

### *2.3.3 Place Names, Generic Names and Included Generic Names*

Where a name applicant holds rights to a name that is a place name, or a generic or general term, such as “global”, that name will be permitted where it is not previously reserved by the Registry as an Industry Name pursuant to policy 5.3.5. For example, an applicant that uses the name “Global Travel” will be permitted to register the name “global.travel” if the word “global” has not been previously reserved by the Registry. In the event that a single generic word forming part of an applicant’s name has been reserved by the Registry and other words forming part of the applicant’s name are not reserved, the applicant will be entitled to register



a name containing the full string as a multipart name, including the reserved string (e.g. "ABC Global" will be entitled to register ABCGlobal.travel, or ABC-Global.travel in the case where the string "global" has been reserved by the Registry.) The same policy will apply to a place name forming part of a name to which the applicant holds rights. Where the place name is the entire name of the applicant, it will not be accepted for registration (e.g. "Big Montana Travel", will be permitted to register the string "BigMontana.travel", but an applicant holding rights to the name "Montana Travel" will not be entitled to register the string "Montana.travel")

In the event that an applicant selects a name using only a reserved name (e.g. Montana.travel) the applicant will be so informed at the time of registration and will be given the opportunity to select a name that includes the generic, reserved word but extends it by the addition of another word that is related to the applicant's location or name rights. For example, if the name "global" has been reserved and applicant is located in New York, they will be permitted to register the name "globalnewyork.travel". If the applicant's other name rights include the use of the name "Executive Travel", they will be permitted to register the name "globalexecutive.travel". A name that includes a generic word that has been reserved by the Registry cannot be modified by a word, generic or otherwise, to which the registrant does not hold name rights or which is not its location of business.

#### *2.3.4 Country Names and Place Names*

The Registry will reserve country and place names (place names include city names, county names, continental names, regional names, state, province and territory names) at its discretion. Such names will be posted in its reserved word list which will be available to any applicant on the Registry website. Country Names (e.g. France) and Place Names (e.g. America, New York, London) may be made available for registration under special policy that the Registry may set from time to time. In the case of Country Names, such names will only be made available in a manner consistent with ICANN and other applicable policies at the time.

Initially, the Registry will reserve Country Names and Place Names for registration by the applicable governmental authority, agency, board or bureau that holds a right to such name in the manner set out in 2.3.1 above. Such bodies will be given priority over private entities that also hold rights to the same name for a specific period of time. In determining competing rights between similar agencies, the first applicant will receive the name.

#### *2.3.5 Industry Names*

The Registry will reserve industry names at its discretion (e.g. global, international). Such names will be posted in its reserved word list which will be available to any applicant on the Registry website. Industry names may be made available for registration under special policy.

Industry names are available for registration in a multipart name (e.g. AAA-Global.travel), or in the non-multipart form (e.g. AAAGlobal.travel) where such usage is consistent with the terms of 2.3.3.

### *2.3.6 Third-level Names*

All registrants will have the right to use any name at the third level, where they hold the right to the second level name (e.g. where AAA.travel is held, the registrant will be entitled to use BBB.AAA.travel, CCC.AAA.travel etc.) Such third level uses are not managed or supported by the Registry.

Registrants are not entitled to sell or allocate third level names to entities that are not owned or controlled by the registrant. For example, a travel association is not entitled to allocate third level names to its members.

### *2.3.7 Start-up-registration*

The Registry will initiate a program of testing and assessment during its startup period to develop support for the TLD and to evaluate procedures for name selection, authentication, documentary requirements and technical support for authenticating associations. (See: *Appendix S Part 1V to the Registry Agreement at <http://www.icann.org/announcements/announcement-24mar05.htm> for the complete Startup Plan, this section provides only a brief summary)*

The startup period will begin with 60-90 days of pre-authentication during which members of travel associations that have agreed to support the authentication process, and travel industry holders of a D-U-N-S number, will be entitled to submit authentication data for review and approval. If such entities have their eligibility confirmed they will receive a confirmation number and a list of names that, based on the data they have supplied, they will be entitled to apply to register. All name registrations during startup and later will be on a first-come-first-served basis.

The startup period will include a period of 90 days during which only the entities that have been pre-authenticated will be entitled to register a domain name. This period is referred to as "Limited Launch". Five days prior to the first day of Limited Launch pre-authentication will be stopped and a list of those that have been pre-authenticated will be compiled. Those entities that are on the list on the first day of Limited Launch will be entitled to apply to register a domain name at any time during Limited Launch and thereafter.

On the first day of Limited Launch pre-authentication will be re-started and carried out in the same manner as prior to Limited Launch. All entities that are pre-authenticated during the first 25 days of Limited Launch will be placed on a list of eligible parties. These eligible parties will be permitted to apply to register a domain name only starting on the first day of the second month of Limited Launch and thereafter. The process of carrying out pre-authentication and compiling a list of eligible parties will be followed in the first 25 days of the second month of Limited Launch and the third month of Limited Launch. Those parties that have been confirmed to be eligible during the first 25 days of the third month of Limited Launch will be entitled to apply to register a domain name on the first day of full, global launch and thereafter.

All start-up registrations will be taken through ICANN-accredited registrars that will be approved by the Registry.

### 3. *.TRAVEL REGISTRATION POLICY*

---

#### 3.1 Wholesale Pricing

The Registry sets the wholesale price that it charges registrars and the terms for which registrations are available. Registrars set retail prices and each registrar may have a different retail price. Registrars are free to bundle registrations with other products or services. Registrars commonly register names through resellers who are not ICANN-accredited. The Registry does not charge a separate fee for authentication. The registration wholesale fee includes the cost of authentication.

The Registry may change the wholesale price at any time by providing notice to registrars. The wholesale price may vary according to policies set by the Registry for promotion programs, bulk name registration and so on.

No refunds will be paid to applicants whose application is rejected for reasons of ineligibility.

#### 3.2 General

The **.travel** registration process has four transaction segments:

1. Eligibility review, provision of name selection data and **authentication**.
2. Name selection and registration **application**.
3. **Approval** and name provisioning.
4. **Denial** and review.

Segments 1 and 2 are invariable. Segments 3 and 4 are alternate.

#### 3.3 Application

The process for applying for a name registration may begin with authentication of eligibility by an applicant entering from a travel industry website, or from an alternate website that provides access to the Registry's authentication system. Name registration will in all cases require them to link to a registrar site. ICANN-accredited registrars will transact all name registrations.

Eligibility and name selection data must be authenticated prior to all name registrations. Authentication does not occur on or through a registrar. Each registrar will handle name selection and application in their usual manner.

Once the applicant has supplied all required authentication data and an authentication reviewer has confirmed such information, the applicant will be given a confirmation number, called a Unique Identification Number (UIN). A UIN confirms eligibility for one year and the holder must certify annually that their authentication data has not changed in the prior year. If any change has occurred the holder of a UIN must re-submit their authentication data and it must be reviewed and confirmed as for an initial authentication.

The registrar will present the applicant with one registration agreement which will be comprised of either a standard registration agreement with the registrar and a registration agreement with the Registry, or a single registration agreement that incorporates Registry terms by reference.

### 3.4 Authentication

The authentication website may be the Tralliance site or the site of an association named by the applicant in the information provided to the registrar or a third-party provider of such services.

The applicant will complete a data form that includes data that is not included in whois and will not be held by the registrar. The additional data supports the authentication review process. If the applicant elects not to deliver the additional data they will be denied registration.

Applicant data supplied for authentication purposes will be the property of the registrant and will be held in a secure manner for the protection of the registrant. Authentication requires a review by an applicable association, by a non-industry third-party or by the Registry. The reviewing organization will review all applicant data online. Once reviewed the organization will confirm or deny the application. The determination will be conveyed to the applicant by email.

Approval permits the holder of a UIN to apply to register a domain name, subject to the limitations of the startup period.

### 3.5 Denial

Denial initiates: notification to and the applicant of the start of a 30-day period during which it may apply for a denial review.. For policies on the review of denial, see Dispute Resolution Policies, Section 5.

No denied names are held or reserved during the denial review process.

## 4. REGISTRAR-SELECTION AND OVERSIGHT

---

### 4.1 Selection

Registrar selection is solely within the management of the Registry. While the Registry must be open to applications from all accredited registrars it is only obligated to accept registrars that meet its criteria.

The Registry's Agreement with ICANN includes an Appendix devoted to selection of registrars. The Registry will set the following selection criteria:

1. Recognition of the industry-specific nature of the **.travel** TLD and demonstrated willingness to participate in providing registrar services to registrants in full support of the policy requirements established for eligibility and name selection;
2. Thorough and demonstrated understanding of the principles and intentions underlying **.travel** TLD policies and procedures;
3. Demonstrated familiarity with the needs of the **.travel** community;
4. Demonstrated familiarity with the particular requirements of **.travel** registrants in the language(s) and region(s) served by the Registrar;
5. Established business relationships with one or more (proportionate to the size of the Registrar) members of the travel industry or with organizations representing the **.travel** community in the region(s) served by the Registrar;
6. Demonstrated willingness and ability to publicize and market the **.travel** TLD, and to follow all **.travel** TLD marketing guidelines and to use its materials as appropriate;
7. Demonstration that sufficient staff resources are available and that the Registrar has the technical ability to interface with automated and manual elements of the **.travel** TLD registry process as specified by the Registry from time to time;
8. Demonstrated systems designed to avoid submission of unqualified applications that will burden the ENS system;
9. Demonstrated systems designed to avoid any disputes regarding transfers among Registrars and acceptance of any **.travel** policies and procedures established in that regard;
10. Acceptance of Registry policies and designated procedures for grace periods for registrants;
11. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn, in the form of cash or a letter of credit.

## 4.2 Oversight

The Registry will oversee all of the registrars it authorizes. Oversight is restricted to application of Registry policies, delivery of registration agreements, handling and processing of registrations according to eligibility and authentication procedures, delivery and updating of whois data, and management of transfers and renewals.

The Registry does not oversee registrar handling of registrant accounts, payments, refunding, credit cards or marketing and promotion to potential registrants.

## 5. DISPUTE RESOLUTION AND DENIAL REVIEW

---

### 5.1 General

There are no priorities or privileges in name registration in the **.travel** TLD. All eligible registrants are entitled to registration of any name they select and to which they have a "basis" for eligibility under **.travel** policies. The first registration in time is the only source of priority, subject to the application of the formal dispute resolution policies under the Sponsorship Agreement with ICANN.

The parties to a dispute under CEDRP and UDRP pay their own costs. Costs of these procedures are determined by the dispute provider and not by the **.travel** TLD, the Registry or the Registry. Disputes handled by the Registry or by TTPC are conducted at no cost to the applicant since these disputes are only in cases of denial of eligibility.

### 5.2 Categories of Disputes

There are four types and categories of disputes each with an appropriate dispute policy:

1. Complaints over **denial** of eligibility that are handled **informally** by the Registry alone;
2. Complaints over **denial** of eligibility that are handled **formally** by TTPC;
3. **Disputes** by any party that a registrant is not eligible for a **.travel** domain name that are handled under the ICANN Charter Eligibility Dispute Resolution Policy (**CEDRP**); and
4. **Disputes** by any party that a registrant is has registered a name that is identical or confusingly similar to a trademark or service mark in which the claimant has rights, and that the registrant has no rights or legitimate interests in the domain name, and that the domain name has been registered and is being used in bad faith, that are handled under ICANN's Uniform Dispute Resolution Policy (**UDRP**).

#### 5.2.1 Denial of Eligibility and Informal Resolution

It is the role of the Registry to assist its community to avoid disputes that can become costly and time-consuming. **.travel** anticipates that disputes over name eligibility and selection will be minimal within the travel community, therefore it has put in place an informal procedure to assist the travel community in dealing with denials of eligibility in a way that supports community needs and values. The **.travel** informal denial procedures will not supercede any formal dispute procedures.

When authentication is denied, all applicants will be informed that they have 30 days to request the staff of the Registry to review their application and the reasons for denial. Such request must be made in writing and will carry no cost.



Within 48 hours of such a request for review the Registry will inform the applicant of any documents or supporting material that may be useful in carrying out the review. The applicant is under no obligation to provide additional material but in the event that they refuse such material their review will terminate. In the event that the informal staff review continues it will be completed within 5 business days of the date on which all material has been provided.

If the staff decision is to continue to deny eligibility there are no further review procedures available. A denial of eligibility will be recorded against the applicant's name and they will not be entitled to register a domain name until their circumstances have changed such that their eligibility is confirmed in the usual manner.

#### *5.2.2 Denial of Name Registration and TTPC- Review*

When an applicant has been denied registration they have 30 days to apply in writing for formal review by a panel of TTPC reviewers. The TTPC review will:

- Be held by a panel of 3 members who are selected by TTPC alone.
- Review all application documentation including any material reviewed by staff in an informal review but in no case will the panel be limited to such material and they may require further material. In the event that the applicant refuses any material required by the panel the review will end and the name will be denied.
- Be completed within 30 days following the date of formal request.

A decision by the panel that the applicant is eligible and authorized will be conveyed to the Registry and the appropriate registrar and the name will be listed in the applicant's Name List and will be eligible to apply to register the name. Registration is not guaranteed and continues to be based on the first-come, first-served policy.

A decision by the panel that the applicant is not eligible to register the **.travel** domain name(s) is final.

In the event that an applicant's circumstances have changed and it considers itself to be eligible it may request a review of name eligibility prior to making a future application for name registration.

#### *5.2.3 Disputes under CEDRP*

In cases where any party disputes the eligibility of a registrant to register a **.travel** name the **.travel** registry will not be a party to the dispute or assist in its resolution. Such disputes are expressly covered by ICANN CEDRP and handled by the dispute provider selected by the Registry.

#### *5.2.4 Disputes under UDRP*

When a registrant registers a domain name that is identical or confusingly similar to a trademark or service mark in which the someone has rights, and the registrant has no right or legitimate interests in the domain name, and the domain name has been registered and is

being used in bad faith, mandatory administrative proceedings can be initiated by a trademark holder by filing a complaint with an approved dispute resolution service provider.

The role of **.travel** registry in this situation is only to provide information on the steps to be taken for dispute resolution, provide all information on the dispute that is available and terminate any further direct involvement and contact with the parties in dispute, other than to facilitate any subsequent decision made by a UDRP proceeding.

Administrative proceedings for the resolution of disputes under the CEDRP and UDRP will be governed by such procedures and also any supplemental rules of the provider administering the proceedings, as posted on its website.

#### *5.2.5 Action by **.travel** registry following CEDRP/UDRP Decisions*

**.travel** registry will make any changes, transfers or adjustments as have either been agreed to by both parties or ruled upon by formal dispute resolution bodies. Direction to take such action must be provided to **.travel** registry in writing from officers of both organizations in dispute or by the presiding officer of the formal body that has made a binding decision in the dispute.

**.travel** registry reserves the right to assess additional fees against the parties in the dispute to cover the cost of lengthy or time-consuming involvement in the dispute.

#### *5.2.6 Disputes under Formal Court Jurisdiction*

The registrant agreement will state that it is subject to local law. This means that any local legal procedures are available to registrants or against registrants, or in some cases against the registrar or Registry if their domicile is local.

## 6. REGISTRY DATA, WHOIS AND PRIVACY

---

### 6.1 General

The **.travel** Registry Agreement includes an ICANN requirement that the Registry provide full WHOIS information for each domain name that is registered

In addition to such whois information collected by the registrar, the Registry will collect two further groups of data during the authentication process. Both of these blocks of data are collected directly from the applicant and with their consent and are not collected as part of the name registration process:

1. The **authentication data** is the data that is required to support the authentication process. This data will include the name of the association of which the applicant is a member, as well as other data determined by the Registry from time to time as essential to authentication. Delivery of this data is mandatory. Registration will not proceed if the applicant does not supply the data. This data is held by TTPC and the Registry. The Registry/ has the right to use all authentication data and to authorize its direct agents to use all authentication data for the purpose of authenticating eligibility of the applicant.
2. The **.travel directory data** is the data that will be used as the registrant's entry in the travel industry directory developed by Tralliance. The industry directory data is not mandatory but is integral to the registration process since it is a value added service that is being provided for no additional fee and will therefore be conveyed by the applicant to the Registry as such.

### 6.2 Information Collection and Use

The Registry will compile and maintain a publicly accessible registration database that includes basic information about each domain name registered with us, including the names, telephone numbers and email addresses of individuals designated as points of contact for a given domain name.

The Registry may use registration information to be in communication with a registrant about their account, technical questions the registrant may have about services provided by the Registry, or any other matter relating to those services. The Registry will also use information about the registrant to:

1. ensure that the registrant is billed properly;
2. administer the registrant's account in accordance with the registration agreement;
3. properly perform registration services;
4. provide general information to the registrant, including newsletters, surveys, and information about Registry service or product offerings; and

5. provide directory related services

### 6.3 Information Disclosure

The Registry Agreement requires the Registry to disclose each registered domain name and its associated IP numbers, called the "TLD zone files", to TLD server administrators. The Sponsorship Agreement also requires the Registry to disclose the TLD zone files to other interested persons, provided those persons agree, among other things, not to use the TLD zone files for improper purposes, including the transmission of unsolicited commercial email. Currently, it is not the commercial practice to charge for such zone file access, but the present zone file agreement with ICANN certainly provides for the possibility of such a charge after approval by ICANN.

Whois constitutes the most public source of information about registrants and is available to the general public at all registrar sites. These services give users access to such data on a query-by-query basis.

## ***7. REGISTRANT AGREEMENT—LICENSE PERIOD, RENEWALS, REVOCATION***

---

### **7.1 General**

This policy covers the key terms of the Registrant Agreement. A Registrant Agreement must be accepted by each registrant.

### **7.2 License Term, Renewal and Redemption**

The initial license period for a **.travel** domain name will be a minimum of one year and a maximum of ten years. It is within the discretion of each registrar to determine the license terms that it will offer.

All registrations, renewals and transfers will be processed only by ICANN-accredited registrars that have also been authorized by the Registry.

The license to use the **.travel** domain name can be renewed at any time for further terms of a minimum one year, subject to the current terms and conditions. The managing registrar is the only party that is entitled to attempt to contact the registrant (or their agent) when the domain name requires renewal. Each registrant is responsible to ensure renewal.

Registrants applying for renewal of a name must provide, update or confirm all information required in an initial application, including eligibility information. This information is required to update whois data but is also taken to ensure that eligibility has not changed.

Complaints by registrants that their names have been deleted without proper notice of the coming end of a license period have caused a redemption-grace period policy to be introduced by ICANN. The Registry has adopted a redemption-grace period.

### **7.3 Continuing Eligibility**

Eligibility is the central requirement to hold a **.travel** domain name. It is therefore necessary that a registrant maintain their eligibility throughout the term of the license, including renewal. If the registrant ceases to be a member of the travel industry as defined by current policies and practices of the Registry, then the registrant must give notice of such change within 14 days of ceasing to be eligible.

In the event that the registrant does not notify the Registry of a change of status, the Registry will revoke all registrations held by the registrant immediately upon becoming informed of the change of status. The Registry may require further information from the registrant to determine eligibility.

In addition to the obligation on the registrant to notify the Registry of any change of its status, each travel organization that is assisting the Registry in the authentication process will be required to solicit and receive an update of all authentication data from each registrant

within 30 or up to 60 days prior to the anniversary date of the registration. The authenticating organization shall provide the Registry with all such information and shall confirm to the Registry that the registrant continues to be eligible to hold the name it has registered. In the event that the registrant is no longer entitled to hold the name, the Registry shall inform the registrant of that determination and the registrant will be given 30 days to provide updated and correct authentication data that confirms its eligibility. Where such information is not provided, or, if provided, does not support the registrant's eligibility, the Registry will so inform the registrant and provide the registrant with a right to request a review of the denial as if it had been an initial registration. At the time when such review period has ended and the registrant remains ineligible, the Registry shall revoke the name and it has be returned to the list of available names.

The Registry's rights to require notice of a change of status, to revoke a name unilaterally and to require information will all be contained in the registrant agreement.

## 7.4 Domain Name Transfer

### *7.4.1 Transfer Between Holders*

Domain names are transferable from one eligible holder to another. Such transfers will be effected through a registrar and the transfer will require that the transferee will provide the same information as required of a new applicant and such transfer will be subject to the same authentication procedures and requirements as applied in the initial registration. However, these authentication procedures will not occur through the facilities of a registrar, but will happen through direct connection by the transferor or transferee with the authentication system managed by the registry operator.

Eligibility of the transferee is essential and the Registry will take any steps necessary to ensure that all registered names are held only by eligible entities. The Registry will implement the following procedures to ensure eligibility of transferees:

1. The registrant agreement will require that the initial registrant and the transferee inform the Registry of any change of ownership of the name. No name transfers will be valid without acceptance of the registrant agreement by the transferee. A failure to inform the Registry of a name transfer will be a breach permitting the Registry to revoke the name.
2. All organizations providing the Registry with authentication services will be required to provide annual updates to all authentication data. These updates will include questions covering changes to the name registrant, new names acquired or names sold or transferred.
3. The Registry will receive reports of changes to whois data from all registrars and will assess such changes to determine whether a transfer may have occurred and will obtain further information from the registrant, registrar or authenticating association as necessary to confirm eligibility.

Authentication and approval are a cost to the Registry and the registrar. The Registry will require that the name license be extended for a minimum of twelve months at the time of transfer. Each registrar will be entitled to impose a charge for transfer.

#### *7.4.2 Transfer to Change Registrars*

Name registration accounts can be moved between registrars. This kind of name transfer has created a great deal of conflict between registrars and a great deal of complaint from registrants since it is sometimes blocked or not acknowledged expeditiously. The matter is under consideration by all parties. However, it is in the Registry's interest to permit such changes without cost as a service to a registrant who may wish to have a new registrar that will provide it better service. A change of registrars carries no cost of authentication or approval. However, such a change would require an extension of a minimum of one year registration.

### 7.5 Revocation

The Registrant Agreement will contain terms permitting the Registry to revoke the license to use a **.travel** domain name for the reasons outlined below:

1. The registrant's **status changes** and they cease to be a member of the eligible community defined by the **.travel** Charter and **.travel** policies;
2. If any prescribed registration, transfer, renewal or other **fee is not paid**;
3. If a warranty made by the registrant or their agent is breached (see, subsection 6.6 below);
4. If any **information** provided in the course of registration is **incorrect**;
5. If **misleading, incomplete or incorrect information** is supplied in the application for registration, transfer or renewal;
6. Failure to comply with any **.travel** policy that applies to the registrant at any time;
7. If a **court** of competent authority **orders** that the **.travel** domain name should not be licensed to the Registrant, be removed from the registry or be licensed to another person;
8. If the **.travel** domain name, or the **use** of the **.travel** domain name, is **not in the best interests of the Sponsored community**;
9. If **instructed** by the registrant or its authorized agent; and
10. If a **.travel** domain name which could not otherwise be registered under this policy is registered through **mistake** on the part of the registrant or the Registry.

## 7.6 Warranties

The registrant agreement will contain terms of representation and warranty provided by the registrant to the Registry, breach of which will be grounds for revocation. The following are the basic warranties and representation:

1. the registrant understands the eligibility requirements of the **.travel** TLD and meets those requirements,
2. the selected name meets the requirements of the **.travel** name selection policy;
3. information provided is accurate and complete, and that any future changes to this information will be provided in a timely manner;
4. the registration of the domain name nor its use will directly or indirectly infringe the legal rights of a third party or contravene any **.travel** policies;
5. the registrant power and authority to execute the agreement and to perform their obligations;
6. the domain name is not registered for an unlawful purpose;
7. the domain name will not be used in violation of any applicable laws or regulations;
8. the registrant is of legal age; and
9. the registrant will indemnify the Registry against all claims and demands from third parties regarding registration and use of the **.travel** domain name.



