

Фонд содействия развитию технологий и инфраструктуры интернет
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.MOCKBA (.xn--80adxhks) GENERAL REGISTRATION POLICY

This .MOCKBA General Registration Policy (referred to hereinafter as the “Policy”) sets forth the terms, conditions, procedure and time frame for registration of second-level domain names in the .MOCKBA top-level domain during the General Registration period, for all users: residents and non-residents of the Russian Federation, individuals and entities.

Terms and definitions used in this Policy:

Landrush registration means domain name registration during the special Landrush period pursuant to the terms and conditions defined herein and in other documents governing domain name registration in .MOSCOW, as published on the website of the Foundation for Assistance for Internet Technologies and Infrastructure Development (hereinafter, “Foundation” or “Registry Operator”) in the "Policies" section at: <http://en.faitid.org/projects/moscow/documents>.

Other terms used herein are defined in the Terms and Definitions Used for the Registration of Second-Level Domain Names in .MOSCOW and .MOCKBA, as published on the official website of the Foundation for Assistance for Internet Technologies and Infrastructure Development in the section "Policies" at: <http://en.faitid.org/projects/moscow/documents> (hereinafter, “Policies” section of the Registry Operator’s website”).

1. General provisions

1.1. The procedure of service delivery related to domain name registration shall be defined by: this Policy, ICANN Policies published on the website of ICANN at www.icann.org, and the Registry Agreement dated December 19, 2013 entered into by and between .MOCKBA Registry Operator and ICANN ("Registry Agreement"), as published on the website of ICANN at www.icann.org/resources/agreement/xn--80adxhks-2013-12-19-en.

1.2. Second-level .MOCKBA domain names shall be registered and renewed for end users by ICANN-accredited Registrars that have signed the 2013 Registrar Accreditation Agreement approved by the ICANN Board on June 27, 2013 (or a later version thereof as approved by ICANN) and the .MOSCOW and .MOCKBA Registry-Registrar Agreement (hereinafter, “Registry-Registrar Agreement”).

When concluding registration agreements with users, the Registrar may not include in such registration agreements any provisions contradictory to this Policy, ICANN Policies, Registry Agreement, Registrar Accreditation Agreement, and Registry-Registrar Agreement.

1.3. The Registrar shall have the right to engage third parties for interaction with users, which does not acquit the Registrar from the obligations specified herein. The Registrar shall require such third parties to include in their registration agreements with users all provisions required by this Policy, ICANN Policies, Registry Agreement, Registrar Accreditation Agreement, and Registry-Registrar Agreement.

The Registrar is fully responsible for all actions (or omissions) of such third parties and for all consequences of such actions (or omissions).

1.4. A list of ICANN-accredited Registrars that signed the Registry-Registrar Agreement is published on the Registry Operator's website at <http://en.faitid.org/projects/moscow/registrars>.

1.5. Rights and obligations of Registrars are listed in the Registrar Accreditation Agreement published on the ICANN website at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm>, in the Registry Agreement, and in the Registry-Registrar Agreement.

1.6. To obtain domain name registration, renewal, and/or support services the User shall conclude with the selected Registrar or its authorized third party (Partner) an appropriate registration agreement (hereinafter, "registration agreement").

1.7. This Policy, as well as any exhibits hereto, may be modified, amended, updated, approved in a new version, or canceled at any moment at the Registry Operator's sole discretion. The Registry Operator is also entitled at any moment to approve and put into effect new exhibit to this Policy. The Registry shall notify Registrars via email of any modifications, amendments, updates, or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least fifteen (15) calendar days prior to the effective date of such modifications, amendments, updates, or new versions, or prior to the effective date of a new exhibit.

1.8. The Registrar shall notify its users/Administrators of any modifications, amendments, updates or new versions of this Policy or exhibits hereto, as well as introduction of new exhibits hereto at least ten (10) calendar days prior to the effective date of such modifications, amendments, updates or new versions, or prior to effective date of a new exhibit.

1.9. This Policy applies to all ICANN-accredited Registrars that signed the Registry-Registrar Agreement, as well as to all Registrants of .MOCKBA domain names.

1.10. If any provision of this Policy is found (either fully or partially) illegal, invalid or unenforceable, all other provisions remain in full force and effect.

1.11. The running of the time frames established by this Policy shall be determined subject to the civil law of the Russian Federation. Moscow time is used for the time frames. The technical information specifying submission of applications and modification of the Registry will use the universal coordinated time (UCT).

2. Mission of .MOCKBA TLD

2.1. .MOCKBA TLD is intended to: enhance recognizability of Moscow on the Internet, develop information technologies in the city, increase its investment potential.

2.2. .MOCKBA TLD is intended to be an additional tool for attracting the target audience to the websites directly related to Moscow and Moscow region, and will be marketed for the purpose of promotion and development of Moscow and Moscow region.

3. Domain name registration

3.1. Requirements to domain names

3.1.1. A domain name in .MOCKBA TLD must meet the following requirements:

- 1) domain name ends with .MOCKBA;
- 2) Cyrillic domain name begins and ends with a Russian Cyrillic letter or a digit;
- 3) intermediate characters may be Russian Cyrillic characters, digits or a hyphen; Cyrillic symbols allow

UTF-8 characters from "a" (code 0430) to "я" (code 044F) and an auxiliary character "ё" (code 0451). The full list of UTF-8 characters is published at: <http://www.unicode.org/charts/PDF/U0400.pdf>;

4) domain name is at least one character long;

5) domain name contains such a number of characters that shall ensure that the representation will not exceed 63 characters; The representation is achieved by transforming the Cyrillic domain name in compliance with the PUNYCODE algorithm (given in technical standards RFC-3490, 3491, 3492).

6) domain name must meet the requirements of the IDN Policy for the .MOCKBA TLD approved by the Registry Operator and published on the Registry Operator's website at <http://en.faitid.org/projects/moscow/documents>.

3.1.2. A domain name shall not contain words inconsistent with the public interest, principles of humanity and public morals (in particular, obscenities and appeals of violent nature that offend human dignity or religious feelings, etc.).

3.1.3. The User (Registrant) is solely responsible for the selection of the domain name and possible violations any third party's rights in connection with the selection and/or use of the domain name, and is liable for the costs of such violations.

3.2. Domain names prohibited for registration in the .MOCKBA TLD

3.2.1. .MOCKBA TLD has a stop list with domain names prohibited for registration.

3.2.2. The Registry Operator shall maintain the stop list that contains denominations that are not accepted for registration of domain names because they include names which contradict public interests, the principles of humanity or morality (in particular, words of obscene content, slogans of anti-humane nature, which insult human dignity or religious sentiments, etc).

3.2.3. Any denominations are added to and removed from the stop-list at the sole discretion of the Registry Operator. If any denomination is not included in the stop-list, it does not necessarily mean that a domain name containing such denomination is not in breach of clause 3.2.2. hereof.

3.2.4. Public access to the information about the presence of a denomination in the stop list is available through the WHOIS service. The stop list in full may be made available by the Foundation upon a grounded request for scientific and research, and other similar purposes.

3.2.5. .MOCKBA TLD has also list of domain names prohibited for registration in accordance with ICANN requirements set out in the Registry Agreement (Specification 6), which is published on the ICANN's website at: <https://www.icann.org/resources/agreement/xn--80adxhks-2013-12-19-en> (hereinafter, "Specification 6"). Any denominations are added to or removed from such list at ICANN's sole discretion. The list of domain names prohibited for registration in the .MOCKBA TLD in accordance with ICANN Requirements from Specification 6 is published on the Registry Operator's website at: http://en.faitid.org/sites/default/files/policy/moskva_collisions_en.pdf.

3.3. Domain name registration procedure during the General Registration period

3.3.1. Domain name registration shall be provided on the basis of the User's application, provided the User meets the terms and conditions of this Policy and the registration agreement with the Registrar or the

Registrar's Partner. Prior to submission of the application for the domain name registration the User shall study this Policy.

3.3.2. Applications within the General Registration period may be submitted in respect of any available second-level domain names in .MOCKBA TLD, i.e. the domain names which had not been reserved, blocked, registered, or otherwise allocated before the launch of the General Registration period.

3.3.3. The Registrar is bound to refuse domain name registration in the event:

- 1) domain name is already included in the Registry;
- 2) domain name is included into the list of reserved domain names as per .MOCKBA Reservation Policy published on the Registry Operator's website in the "Policies" section.
- 3) domain name matches the denomination included in the stop list;
- 4) domain name matches the denomination included into the list of domain names prohibited for registration in .MOCKBA TLD as per ICANN requirements;
- 5) domain name fails to meet the technical requirements specified in clause 3.1.1 hereinabove;
- 6) the user has not submitted information about the Registrant as required by clause 3.4. hereinabove and the registration agreement.

3.3.4. Any refusal to register a domain name on the grounds outside this Policy is unacceptable.

If there are no grounds for refusal, the Registrar shall register the domain name within 3 (three) business days.

3.3.5. If there are two or more applications for one and the same domain name, the Registrar shall satisfy the application, which was the first to meet the provisions set forth by the Policy and the registration agreement.

3.3.6. The domain name shall be considered registered since the date of the entry of the corresponding record into the Registry.

The administration right is valid from the moment of domain name registration till its expiry date.

3.4. For domain name registration, the user shall submit the below details:

1) for legal entities:

- full name of a legal entity including an indication to its form of incorporation according to its registration documents;
- taxpayer identification number (for RF residents) or similar identifier (for non-RF residents);
- address of a legal entity according to its registration documents;

2) for individuals:

- full name, including first, middle and last names, unless otherwise specified by the personal law or national custom;
- date of birth;
- document details, which prove Registrant's identity, including series, number, date of issue of the document, and the name of the issuing authority;
- official address;

- 3) Registrant's postal address, phone number, fax number (optional) and e-mail address;
- 4) domain name;
- 5) name of the legal entity according to its registration documents and/or name and surname according to an ID, postal address, telephone number, fax number (optional) and e-mail address of the administrative, technical, and billing contacts for the domain name;
- 6) IP addresses and names of primary and secondary DNS servers maintaining the domain;
- 7) other information requested by the Registrar according to the Policy and other regulating documents published on the Registry's website.

3.5. All information provided by the Administrator to the Registrar must be authentic. The Registrant shall keep the submitted information specified in clause 3.4. hereinabove updated, if there is a need to make changes into it individually or through the authorized person within 7 (seven) calendar days after the changes have been made.

3.6. At any time during the registration period of a domain name, the Registrar may request from the Registrant additional information and/or proof that previously provided information is true and up-to-date by sending to the Registrant and/or Registrant-authorized person an appropriate request.

3.7. If Registrant and/or Registrant-authorized person fails to provide additional information and/or proof of previously provided information being true and up-to-date within fifteen (15) calendar days from the moment of Registrar's sending the appropriate request to the Registrant and/or Registrant-authorized person, as well as in the event of inaccurate or false data submission, or failure to update data within seven (7) calendar days after making changes, domain name delegation may be terminated and/or domain name registration may be revoked (canceled).

3.8. Terms and conditions of the General Availability period

3.8.1. General Availability registration shall be made pursuant to the applications from Users that entered into registration agreements.

3.8.2. If domain names are removed from the list of domain names prohibited for registration pursuant to ICANN requirements (in accordance with clause 3.2.5. hereof) and/or from the list of domain names reserved pursuant to the .MOCKBA Reservation Policy published on the Registry Operator's website at the "Policies" section, then a special Landrush period may be held for such domain names.

3.8.3. General Availability and special Landrush period registration fees for Registrars are set forth in the Addendum 1 to the Registry-Registrar Agreement. General Availability and special Landrush period registration fees for Users are set forth by Registrars.

3.8.4. Applications for General Availability registration of domain names will be accepted from December 1, 2014 and throughout the effective term of the Registry Agreement.

3.8.5. Timeframes and Policies for special Landrush periods as well as lists of domain names for which there will be special Landrush periods held, shall be published on the Registry Operator's website in the "Policies" section.

4. Domain name registration and renewal terms

- 4.1. Domain name registration term (registration term) is from one (1) to ten (10) years.
- 4.2. The Registrant may renew the registration term at any time during the registration term for the period that must be a multiple of one (1) calendar year, but the total registration term may not exceed ten (10) years.
- 4.3. The Registrant may initiate the cancelation of the domain name renewal during the Renew Grace Period, which lasts five (5) calendar days from the domain name renewal date. During this period the Registrar can delete the domain name from the Registry and refund a full credit for the renewal fee.
- 4.4. Auto-Renew Grace Period starts upon expiry of the domain name registration term, therefore the Registry automatically renews the registration term for one (1) year. Auto-Renew Grace Period lasts forty-five (45) calendar days and will be terminated ahead of time upon execution of domain renewal or domain deletion operations by the Registrar.
- 4.5. During the Auto-Renew Grace Period the Registrant may send to the Registrar a request for domain name renewal or cancel a domain name renewal. Should the Registrant refuse to renew a domain name, the Registrar will request the Registry to delete the domain name registration, and the Redemption Grace Period will start for the domain name.
- 4.6. During the Redemption Grace Period the Registrant may submit to the Registrar an application for domain name redeeming with the simultaneous 1-year renewal.
- 4.7. Domain name registration may be redeemed (resumed) and renewed during the Redemption Grace Period upon the Registrar's request submitted to the Registry.
- 4.8. Redemption Grace Period lasts thirty (30) calendar days and will be terminated ahead of time upon execution of domain redemption operation. If domain name registration is not redeemed within the Redemption Grace Period, the Pending Delete Period will start.
- 4.9. Pending Delete Period lasts five (5) calendar days and ends with cancelation of domain name registration.
- 4.10. The Registrar shall satisfy the Registrant's application for the domain name renewal, domain name renewal cancelation, domain name registration cancelation or domain name redeeming within one (1) business day.
- 4.11. The Registrar shall not be held responsible for a successful processing of the application for the domain name renewal, if the Registrant submits such an application on the last working day of the Auto-Renew Grace Period and a successful processing of the application for domain name redeeming where the Registrant submits such an application on the last working day of the Redemption Grace Period.

5. Domain Registrant change (transfer of domain administration rights)

- 5.1. The Registrant is entitled to transfer the right to administer the domain name to another person within the domain name registration term by submitting a request in writing to the Registrar who exercises domain name information support.

5.2. The person who receives the domain administration right shall conclude with the Registrar, who exercises the domain name information support, a Registration Agreement and confirm his/her consent for accepting the administration right in accordance with such Agreement.

5.3. Registrant change procedure (Transfer of the domain administration rights) shall be determined by the Registrar and not contravene ICANN Policies and this Policy, as well as any exhibits hereto.

5.4. Transfer of the domain administration rights to another person does not effect the domain name registration term.

6. Domain name registration cancellation

6.1. Registration of a domain name is subject to cancellation:

- 1) where the registration has been exercised in violation of the technical requirements to the domain names set forth by the Policy effective as of the moment of registration;
- 2) where the registration has been exercised in violation of the Policy valid at the moment of registration and associated with the Registrant's unconscientious acts;
- 3) upon the end of the Redemption Grace Period;
- 4) upon the Registrant's request;
- 5) as per the effective judicial act in accordance with the procedure set forth by the Registry Operator and published on the Registry Operator's website in the "Policies" section;
- 6) in case of termination by the Registrant of the Registration Agreement governing domain name information maintenance;
- 7) if the Registrant who is an individual prohibits further processing of its personal data conducted under the Policy.
- 8) according to the procedures set forth in .MOSCOW and .MOCKBA Anti-Abuse Policy, published on the website of the Registry Operator in the "Documents" section (hereinafter, "Anti-Abuse Policy").
- 9)

6.2. Registration of a domain name may not be canceled:

- 1) if cancelation of the domain name registration is contradictory to the Uniform Dispute Resolution Policy published on the ICANN website at <http://www.icann.org/en/help/dndr/udrp/policy>, or the Uniform Rapid Suspension System Rules (URS Rules) published on the ICANN website at <https://www.icann.org/resources/pages/urs-2014-01-09-en> ;
- 2) if cancelation of the domain name registration is contradictory to the effective judicial act;
- 3) if the domain name renewal process is failed (except for the Registrant's failure to response);
- 4) if there is a ban on operations with this domain name pursuant to section 10 hereof;
- 5) in other cases provided by ICANN Policies.

7. Notifications

7.1. If the Registrant does not renew domain name registration term by the end of registration term, the Registrar shall send to the Registrant email notification with information on the procedure of registration term renewal and cancelation of domain name registration.

7.2. In order to renew registration term, or cancel registration renewal, or cancel domain name registration, or domain name redemption, the Registrant shall submit an applicable application to the Registrar, regardless of whether the notification from the Registrar was received or not.

8. Domain name delegation

8.1. The Registrar shall enter in the Registry information about the domain name delegation and information on DNS servers, about termination of the delegation upon the Registrant's (or User's) application, as well as in other cases set forth by this Policy. Domain's delegation will be started or terminated based on the information entered into the Registry. Registrant's (or User's) applications for changes in information on DNS servers will be fulfilled by the Registrar within seven (7) calendar days after receiving the application.

8.2. For delegation of a Cyrillic domain name in the Russian language in the .MOCKBA TLD, a record will be created that corresponds to domain name representation in the Russian language. Domain name representation in the Russian language is created by conversion of a domain name in the Russian language in accordance with the international standards RFC-3490, RFC-3491, RFC-3492. In order to ensure proper functioning of a delegated domain name, Registrant must ensure that there are at least two DNS servers for this domain name, having reliable connection and functioning 24/7/365(366).

8.3. Domain delegation established upon Registrant's application shall be terminated upon expiration of the domain name registration validity period.

8.4. The Registrar may suspend domain delegation pursuant to this Policy and the registration agreement in the case of finding false information about the Registrant in the Registry or in case the Registrant does not provide requested data and/or does not confirm previously submitted data after the Registrar's request within the set time frame (clauses 3.6-3.7 hereof), in cases set forth by and in accordance with the procedures, exhibits and addenda to this Policy, including .MOSCOW and .MOCKBA Anti-Abuse Policy.

8.5. The Registrar will restore the domain name delegation pursuant to the procedure set forth herein by this Policy, as well as any exhibits and addenda hereto, and in the registration agreement, after the cause of delegation suspension is eliminated.

8.6. The Registrar shall immediately notify the Registrant of delegation suspension by email and shall provide the reason for such suspension.

8.7. The Registrar, the Registry Operator and ICANN shall not be held responsible to the Registrant and third parties for damages inflicted by delegation suspension pursuant to this Policy, as well as any exhibits and addenda hereto.

9. Transfer of domain name sponsorship (Registrar change)

9.1. Transfer of domain name sponsorship (Registrar change) shall be performed pursuant to a request of the Registrant. The Registrar may at any time ask the Registrant for a written confirmation of any received request for Registrar change.

9.2. The Registrar must make available for the Registrant its documents describing procedures for Registrar change used by the Registrar, and publish such documents on its official website.

9.3. Registrar change cannot be performed in any of the following cases:

- 1) the domain name is in the first sixty (60) calendar days of the initial registration period;
- 2) less than sixty (60) calendar days passed since the last Registrar change;
- 3) the Registrant refused to confirm its consent for the Registrar change after the request of the losing Registrar or failed to respond to the request of the gaining Registrar within five (5) calendar days;
- 4) the Registrar change does not comply with the Policy on Transfer of Registrations between Registrars approved by ICANN and published on the ICANN's official website at <https://www.icann.org/resources/pages/registrars/transfers-en>;
- 5) if Registrar change does not comply with the Uniform Dispute Resolution Policy or the Uniform Rapid Suspension System Rules (URS Rules);
- 6) there is doubt about the Registrant's identity;
- 7) if the Registrar change is contradictory to the effective judicial act;
- 8) if there is a ban on operations with this domain name pursuant to section 10 hereof;
- 9) if any actions with this domain name are forbidden according to the Anti-Abuse Policy.
- 10) if the gaining Registrar opposes to the Registrar change.

9.4. After receiving an application for Registrar change, the Registry will follow the domain name transfer procedure in accordance with the requirements of the Policy on Transfer of Registrations between Registrars approved by ICANN.

9.5. As a result of a successful domain name transfer, the Registrar's record in the Registry will be modified and the registration period will be extended by one (1) year; provided that the total period of registration may not exceed ten (10) years.

9.6. Domain name sponsorship transfer to another Registrar shall be paid by the Registrar that receives the domain name sponsorship.

If the domain name is deleted from the Registry within five (5) calendar days following the Registrar change ("Transfer Grace Period"), the sponsoring Registrar will get a refund of the transfer fee.

9.7. The Registrar is responsible for keeping copies of documents/applications for Registrar change or domain name transfer, which may be required for registration or dispute resolution pursuant to the Uniform Dispute Resolution Policy.

10. Domain name dispute resolution

10.1. Pre-trial domain name dispute resolution

10.1.1. Pre-trial resolution of disputes concerning third-party rights on trademarks / service marks in relation to a .MOCKBA domain name registration and/or its use shall be performed:

a) according to the Uniform Domain Name Dispute Resolution Policy (UDRP) approved by ICANN and published on its official website at <http://www.icann.org/en/help/dndr/udrp/policy> (hereinafter, “UDRP” or “Uniform Domain Name Dispute Resolution Policy”);

or

b) according to the Uniform Rapid Suspension System Policy (URS) approved by ICANN and published on its official website at: <https://www.icann.org/resources/pages/urs-2014-01-09-en> (hereinafter, “URS Policy” or “Uniform Rapid Suspension System Policy”).

10.1.2. If any party that believes a registered domain name or its use violates such party's exclusive rights on a trademark / service mark, such party may initiate a dispute resolution process by submitting its claim to one of the ICANN-approved dispute-resolution service providers:

- a list of such Providers for the UDRP process is published on the ICANN website at: <http://www.icann.org/en/help/dndr/udrp/providers>
- a list of such Providers for the URS process is published on the ICANN website at: <https://www.icann.org/resources/pages/urs-2014-01-09-en>

10.1.3. Rules, terms and conditions, procedures, forms and contents for claims are set forth in:

- Uniform Domain Name Dispute Resolution Policy (UDRP);
- ICANN documents on Uniform Rapid Suspension System (URS Policy),
- and in additional rules and procedures approved by the selected dispute-resolution service provider.

10.1.4. All the above pre-trial dispute resolution options do not deprive or limit the right of a concerned party for filing lawsuits in accordance with the laws in effect in the Russian Federation.

10.2. Judicial domain name dispute resolution

10.2.1. The Registry Operator may put a ban on operations with a domain name on the basis of an Application from the exclusive owner of a trademark / service mark or from any other party, which has applied to the judicial authorities for the protection of violated rights, (hereinafter, “Rights Holder”), containing enough information about the domain name and the trademark / service mark that are subjects of legal proceedings, non-related to contents and/or distribution of information, addressed by means of this domain name, as well as the evidence confirming the fact of such legal proceedings (court decision on opening the proceedings pursuant to the statement of claim).

10.2.2. When there is a ban on operations with a domain name, the following operations may not be performed:

- Cancellation (deletion) of a domain name registration;
- Transfer of domain name sponsorship (Registrar change);
- Transfer of domain name administration rights (Registrant change) — except when domain name administration rights are transferred to the claimant in order to resolve the domain name dispute;
- Other changes to the data stored in the Registry (except for the data concerning the restrictions).

10.2.2.1. . Registrar may change details of the DNS servers of the domain name, renew the registration term of the domain name, terminate delegation of the domain name, according to the clause .8.3. hereinabove in the absence of the application by the Administrator for the domain name renewal, for which restrictions are imposed in connection with a litigation, provided there is no direct prohibition in the relevant judicial act on interim measures.

10.2.3. A ban on operations with a domain name pursuant to clause 10.2.1 hereinabove shall be set until the Registry Operator receives evidence that a court ruling or court decision on this case came into force (including a court decision on injunctive relief), or the legal proceedings are discontinued; however, such ban may not be effective continuously for more than ninety (90) calendar days from the date the Registry Operator receives the above mentioned Application.

10.2.4. If the Rights Holder does not provide to the Registry Operator the court decision on injunctive relief, which prohibits operations with the domain name, within the effective term of the ban on operations with the domain name, the Registry Operator will remove the ban. If the same Rights Holder repeatedly submits an Application for a ban on operations with a domain name without providing the court decision on injunctive relief, the Registry Operator may at its own discretion reject such Application.

10.2.5. If the Registry Operator receives the court decision on injunctive relief (or cancelation thereof), the Registry Operator shall enter into the Registry all required information on the restrictions set (or canceled) by the court. After the Registry Operator receives the court decision on injunctive relief, the restrictions will be effective until the injunctive relief is canceled in accordance with the laws of the Russian Federation.

10.2.6. In case of any doubts in the authenticity of the provided information, the Registry Operator may request additional documents, including a copy of the court decision certified by the court or by the notary public.

11. Terms and conditions of the Trademark Claims period

11.1. Trademark Claims period is a time frame during which the User can only register a domain name matching a trademark record submitted to the Trademark Clearinghouse after confirmation of its intent to register such domain name on the terms and conditions defined herein.

11.2. Within the Trademark Claims period, on declaration of intent, the Registrar shall be obliged to transfer to the Registry Operator any information on the domain name to be registered by the User prior to sending to the Registry an application on domain name registration and shall restrain from sending to the Registry its registration application before it receives from the Registry Operator any information about the identity or similarity between the domain name being registered by the User to the verbal appellation of any trademarks listed in the Trademark Clearinghouse.

11.3. When receiving from the Registrar within the Trademark Claims period any information on the domain name to be registered by the User, the Registry Operator shall verify correspondence of any such domain name to the verbal appellation of any trademarks listed in the Trademark Clearinghouse.

11.3.1. In case of correspondence of the domain name to be registered by the User to the verbal appellation of any trademarks listed in the Trademark Clearinghouse, the Registry Operator shall send to the Registrar its notice on the need to confirm by the User its intention to register any such domain name, as well as any information on the corresponding trademarks and on the rightholders thereof.

11.3.2. In case there is no correspondence of the domain name to be registered by the User to the verbal appellation of any trademarks listed in the Trademark Clearinghouse, the Registry Operator shall send to the Registrar its notice on lack of need to confirm by the User its intention to register any such domain name.

11.4. When receiving within the Trademark Claims period a User's request to register a domain name which corresponds to the verbal appellation of any trademark listed in the Trademark Clearinghouse, the Registrar shall provide to the User an opportunity to become aware of the notice on correspondence of the domain name to be registered to the verbal appellation of any trademark listed in the Trademark Clearinghouse, as well as an opportunity to express its consent to the registration while taking into account the information specified in the notice. The contents of the notice should coincide with the Trademark Notice form provided in Appendix 1 hereto. The form related to submission of the notice to the User and the way of expressing the User's consent to the registration of any trademark corresponding to the verbal appellation of any trademark listed in the Trademark Clearinghouse shall be determined by the Registrar.

11.5. No domain names corresponding to the verbal appellation of any trademark listed in the Trademark Clearinghouse shall be registered within the Trademark Claims period without the User's confirmation of its intent to register the domain name.

11.6. The Trademark Claims period starts on September 24, 2014 and will be effective until the 2294th (two thousand two hundred and ninety fourth) calendar day from the start of the General Registration period — until January 04, 2021 inclusively.

Exhibit 1
to .MOCKBA General Registration Policy

Trademark Notice

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

You may or may not be entitled to register the domain name depending on your intended use and whether it is the same or significantly overlaps with the trademarks listed below. Your rights to register this domain name may or may not be protected as noncommercial use or “fair use” by the laws of your country.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and service for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following [number] Trademarks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName> Jurisdiction: <tmNotice:jurDesc>
Goods and services: <tmNotice:goodsAndServices>
International Class of Goods and Services or Equivalent if applicable:
<tmNotice:classDesc>
Trademark Registrant: <tmNotice:holder>
Trademark Registrant Contact: <tmNotice:contact>

2. Mark: (<tmNotice:claim>). Jurisdiction:
Goods and services:
International Class of Goods and Services or Equivalent if applicable:
Trademark Registrant:
Trademark Registrant Contact:
X (<tmNotice:claim>). Mark:
Jurisdiction:
Goods and services:
International Class of Goods and Services or Equivalent if applicable:
Trademark Registrant:
Trademark Registrant Contact: