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Special Landrush and General Availability Registration Policy for .MOCKBA (.xn--80adxhks) Premium Domain Names

This Special Landrush and General Availability Registration Policy for .MOCKBA (.xn-80adxhks) Premium Domain Names (hereinafter, the "Policy") defines the terms, procedure, and timeframe for registration of domain names falling into Premium categories.

In this Policy the following expressions shall have the following meanings:

".MOCKBA domain names falling into Premium categories" (hereinafter, "Premium domains") mean second-level domain names in the .MOCKBA top-level domain which are included in a separate list by the Registry Operator and have a special Landrush registration period and special registration, renewal, and transfer fees stipulated in Addendum No. 1 to the .MOSCOW and .MOCKBA Registry-Registrar Agreement (Pricing) published on the website of Foundation for Assistance for Internet Technologies and Infrastructure Development (hereinafter, the "Foundation" or "Registry Operator") in the Documents section at: http://faitid.org/en/projects/moscow/documents.

"Special Landrush registration period for .MOCKBA Premium domains" (hereinafter, the "special Premium domain registration period") means a registration period for Premium domains which is held after Premium domains are removed from the list of reserved domain names for the purpose of making them available for registration in accordance with the terms and conditions hereof before the start of the General Availability period for Premium domains.

"General Availability period for .MOCKBA Premium domains" (hereinafter, "General Availability for Premium domains") means a registration period for Premium domains which is held following the end of the special period for Premium domains for the purpose of making them available for registration in accordance with the terms and conditions hereof.

Other terms and definitions used herein are defined in the Terms and Definitions Used for the Registration of Second-Level Domain Names in .MOSCOW and .MOCKBA TLDs and .MOCKBA (.xn--80adxhks) General Registration Policy (hereinafter, the "General Registration Policy") published on the Registry Operator's official website in the Documents section at: <u>http://faitid.org/en/projects/moscow/documents</u> (hereinafter, the "Registry Operator's website, the Documents section").

1. General Provisions

Except for the terms and conditions hereof, the General Registration Policy shall apply to Premium domains and operations with them, including registration during the special registration period for Premium domains. In the event of any discrepancies between this Policy and the General Registration Policy, provisions hereof shall prevail.

2. Premium domain registration terms

2.1. .MOCKBA domain names falling into Premium categories shall only be registered during the special registration period and the General Availability period for Premium domains in accordance with this Policy.

2.2. Premium domains shall include second-level domain names in the .MOCKBA top-level domain which were reserved in accordance with the .MOCKBA Reservation Policy published on the Registry Operator's website in the Documents section, including:

- second-level domain names in the .MOCKBA TLD consisting of 2 (two) ASCII characters which were reserved by the Registry Operator at ICANN's request in accordance with the Registry Agreement entered into by and between the Foundation and ICANN on December 19, 2013 and published on ICANN's website at: https://www.icann.org/resources/agreement/xn--80adxhks-2013-12-19-en;
- second-level domain names in the .MOCKBA TLD consisting of 1 (one) character which were reserved at the Registry Operator's discretion;
- other second-level domain names in the .MOCKBA TLD reserved at the Registry Operator's discretion,

and struck off the list of reserved domain names for the purpose of making them available for registration in accordance herewith:

- in the event of second-level domain names in the .MOCKBA TLD consisting of 2 (two) ASCII characters — digits from 0 to 9 — which were reserved by the Registry Operator at ICANN's request — at ICANN's discretion in accordance with the policy published on ICANN's website at: <u>https://www.icann.org/news/announcement-2014-12-01-en;</u>
- in the event of second-level domain names in the .MOCKBA TLD consisting of 1 (one) character and other second-level domain names in the .MOCKBA TLD falling into Premium categories at the Registry Operator's discretion.

The above-mentioned list of Premium domains shall be unified for all Registrars.

The Registry Operator shall send the full list of Premium domains with a reference to their categories (hereinafter, "table of Premium domains' categories") by email to Registrars accredited to register .MOCKBA domain names. At the Registrar's request, the table of Premium domains' categories in a simple written form may be send to the Registrar's postal address.

2.3. During the special registration period for Premium domains, the application fee for Premium domain registration shall be added to the Premium domain registration fee, whereby the application fee depends on:

- the category of a Premium domain;
- the day (from 1st to 7th) of the special registration period for Premium domains. The application fee for Premium domain registration shall be scaled down gradually depending on the day of the special registration period.

2.4. Dates and timeframes of the phases of the special registration period for Premium domains are contemplated in the Schedule of .MOSCOW and .MOCKBA domain name registration periods published on the Registry Operator's website in the Documents section.

2.5. The application fee for the Registrar for Premium domain registration depending on the domain's category and the day of submission of the said application during the special registration period for Premium domains shall be set forth in Addendum No. 1 to the MOSCOW and .MOCKBA Registry-Registrar Agreement (Pricing). The application fee for the User for Premium domain registration shall be set out by the Registrar with whom the User concluded registration agreement.

2.6. Premium domain registration, renewal, and transfer fees for the Registrar shall be contemplated in Addendum No. 1 to the MOSCOW and .MOCKBA Registry-Registrar Agreement (Pricing). Premium domain registration, renewal, and transfer fees for the User shall be set out by the Registrar with whom the User concluded a registration agreement.

2.7. The registration term of a domain name registered in accordance with this Policy shall not exceed 10 (ten) years.

3. Requirements to Domain Names

3.1. A domain name in the .MOCKBA TLD shall comply with the following requirements:

- it shall be a Premium domain;
- it shall comply with the requirements stipulated in Clause 3.1. of the General Registration Policy.

3.2. The User (Registrant) shall be solely responsible for the selection of domain names and possible breaches of any third-party rights related to domain name selection and use and shall bear the risk of losses associated with such breaches.

3.3. If a domain name being registered by the User matches the verbal appellation of a trademark registered with the Trademark Clearinghouse, the said domain name shall only be registered if the User confirms that it has reviewed the Trademark Claim Notice in accordance with Clause 11 of the General Registration Policy. Domain names matching the verbal appellation of trademarks registered with the Trademark Clearinghouse shall not be registered if the User fails to confirm that it has reviewed the Trademark Claim Notice.

4. Premium domain registration procedure

4.1. Premium domains shall be registered on the basis of an application of any User who meets the terms and conditions of the registration agreement.

4.2. During submission of an application/request for registration, renewal, or transfer of Premium domains to the Registry Operator, the Registrar shall warrant that it has the User's consent to the special cost of operations with Premium domains (registration, renewal, and transfer fees), including the cost of an operation requested by the Registrar for the User. When submitting an application for Premium domain registration or any other fee-based operation with a Premium domain, the Registrar shall indicate the accurate operation cost. In the event of any discrepancies between the cost indicated by the Registrar and the operation cost set out by the Registry Operator, the operation shall not be conducted and the Registrar's application/request shall not be processed.

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

4.4. In the event of two or more applications for the same domain name, the Registrar shall process the application which was the first to fulfill the terms and conditions of this Policy and the registration agreement.

4.5. The User shall provide information stipulated in Clause 3.4. of the General Registration Policy to register a domain name.

4.6. The domain name shall be considered registered after the corresponding records are entered in the Registry.

The right to administer the domain name shall be valid from its registration date to its expiration date.

4.7. From the date of domain name registration, provisions of the General Registration Policy shall apply to the Registrant of the registered domain name. The procedure and terms of renewal, cancellation, suspension, and transfer of domain names registered hereunder, are contemplated in the General Registration Policy.