

## **.NBA Registration Policy**

### **1. Definitions**

- 1.1. *Affiliate* means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified in Section 1.1 of the Registry Agreement.
- 1.2. *Authorized Registrar(s)* means the ICANN-accredited registrar(s) designated by Registry Operator as the exclusive registrar(s) for the .NBA TLD and with which Registry Operator has entered into a Registry-Registrar Agreement.
- 1.3. *Eligible .NBA Registrant* means NBA Registry, LLC; its Affiliates; and Trademark Licensees that have received NBA Registry, LLC's prior written consent to register and use a .NBA Domain Name.
- 1.4. *NBA Domain Name* means a domain name registered in the .NBA TLD or a domain name for which a request for registration has been received by NBA Registry, LLC.
- 1.5. *.NBA Registration Agreement* means a registration agreement for a .NBA Domain Name between an Authorized Registrar and an Eligible .NBA Registrant.
- 1.6. *Registry Operator* means NBA Registry, LLC.
- 1.7. *Trademark Licensee* means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .Brand TLD string operated by Registry Operator, where:
  - (i) such license is valid under applicable law;
  - (ii) such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
  - (iii) such trademark is used continuously in that entity's business throughout the Term; and
  - (iv) the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.

## 2. Eligibility

- 2.1. Only Eligible .NBA Registrants may register and use a .NBA Domain Name.
- 2.2. Registry Operator will verify the eligibility of all Eligible .NBA Registrants and will confirm that the requested .NBA Domain Name meets the .NBA Domain Name Criteria. Registry Operator will transmit to the Authorized Registrar(s) the applied-for .NBA Domain Name and the contact information for the Eligible .NBA Registrant that is required for registration, as set forth in Section 4 below. A .NBA Domain Name must be registered in the name of the Eligible .NBA Registrant that has requested it.
- 2.3. Registry Operator reserves the right to periodically verify the eligibility of a registrant previously determined to be an Eligible .NBA Registrant.

## 3. Registrant Obligations

- 3.1. The registrant of an .NBA Domain Name must enter into a .NBA Registration Agreement, under which the registrant agrees to be bound by this .NBA Registration Policy, which Registry Operator reserves the right to amend in its sole discretion.
- 3.2. The registrant of an .NBA Domain Name must:
  - 3.2.1. agree to accept the terms and conditions of Section 3.7.7 of the 2013 Registrar Accreditation Agreement;
  - 3.2.2. represent and warrant that it (a) is an Eligible .NBA Registrant; (b) expects to continue to remain an Eligible .NBA Registrant; and (c) will notify Registry Operator promptly upon ceasing to be an Eligible .NBA Registrant;
  - 3.2.3. represent and warrant that the registration and use of the .NBA Domain Name does not violate the intellectual property rights of a third party and does not violate applicable laws and regulations;
  - 3.2.4. agree to be bound by any Acceptable Use Policy for the .NBA TLD that Registry Operator may adopt;
  - 3.2.5. agree to be bound by all ICANN Consensus Policies;
  - 3.2.6. agree to be bound by the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension System, and any other dispute resolution policy applicable to registrants that ICANN or Registry Operator may adopt in the future;
  - 3.2.7. agree that it may not license the registration or use of the .NBA Domain Name to a third party; and
  - 3.2.8. acknowledge and agree that the data required under Section 4 of this .NBA Registration Policy will be published for public accessibility in the Whois databases of the Registry Operator and the Authorized Registrar that sponsors the .NBA Domain Name.

- 3.2.9. acknowledge and agree that Registry Operator will (a) periodically conduct a technical analysis to assess whether any .NBA Domain Name is being used to perpetrate security threats including, but not limited to, pharming, phishing, malware, and botnets; and (b) maintain reports, which will be provided to ICANN upon request and may be made publically available, of any security threats identified through such analyses and the action taken by Registry Operator against such threats.

#### 4. Data on Registered .NBA Domain Names.

- 4.1. The registrant of an .NBA Domain Name must provide the following contact data to the Authorized Registrar:
  - 4.1.1. The names of the primary and secondary nameserver(s) for the .NBA Domain Name;
  - 4.1.2. The name and postal address of the registrant;
  - 4.1.3. The name, postal address, email address, voice telephone number, and fax number of the technical contact for the .NBA Domain Name.
  - 4.1.4. The name, postal address, email address, voice telephone number, and fax number of the administrative contact for the .NBA Domain Name.
- 4.2. The registrant must
  - 4.2.1. represent and warrant that all data provided pursuant to Section 4.1 of this .NBA Registration Policy is accurate and complete at the date it is provided; and
  - 4.2.2. agree to provide updated data to the Authorized Registrar within five (5) days of any change in such data.
- 4.3. Proxy and privacy services are not permitted in the .NBA TLD.
- 4.4. Registry Operator reserves the right to periodically verify the contact data provided by the registrant for an .NBA Domain Name and to suspend, cancel or revoke the domain name registration if the registrant has failed to provide accurate and current contact data for the .NBA Domain Name.

#### 5. .NBA Domain Name Technical Criteria. Each .NBA Domain Name must meet the following technical criteria:

- 5.1. It must be at a minimum of 1 character and a maximum of 63 characters;
- 5.2. It shall not start or end with a hyphen, but must start and end with an alphanumeric character;
- 5.3. It shall not at the second level include a hyphen in the third and fourth position unless it represents a valid Internationalized Domain Name (IDN) in its ASCII encoding (tagging);

5.4. It shall not be a Reserved Name as set forth in Section 6 of this .NBA Registration Policy; and

5.5. It shall comply with any additional rules and policies adopted by Registry Operator.

## 6. Reserved Names

6.1. Registry Operator reserves or withholds from registration the following:

- 6.1.1. at all levels, the terms EXAMPLE, WWW, RDDS, and WHOIS;
- 6.1.2. all two-character ASCII labels, except to the extent Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard;
- 6.1.3. NIC because it must be allocated to Registry Operator for use in connection with operation of .NBA registry;
- 6.1.4. the country and territory names identified in Section 4 of Specification 5 to the Registry Agreement, except to the extent that Registry Operator successfully seeks to release and register these names at the second level for its own use upon agreement with the applicable government or governments, or pursuant to a proposal reviewed by the Governmental Advisory Committee and approved by ICANN;
- 6.1.5. the names (including the IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved>, and additional International Olympic Committee, International Red Cross and Red Crescent names added to the list by ICANN upon 10 days' notice; provided, however, that the names encompassed by this Section 6.1.5 may be allocated to Registry Operator at the second level within the .NBA TLD;
- 6.1.6. names and identifiers (including IDN variants, where applicable) for Intergovernmental Organizations listed at <http://www.icann.org/en/resources/registries/reserved>, and additional names and identifiers added to the list by ICANN upon 10 days' notice; provided, however, that the names and identifiers encompassed by this Section 6.1.6 may be allocated to Registry Operator at the second level within the .NBA TLD; and
- 6.1.7. names and terms deemed by Registry Operator, in its sole discretion, to be unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive, hateful, or slanderous.

6.2. Registry Operator may reserve or withhold from registration:

- 6.2.1. up to 100 names (plus their IDN variants, where applicable) necessary for operation or promotion of the .NBA TLD; provided, however, that Registry Operator will comply with the provisions of Section 3.2 of Specification 5 to the Registry Agreement relating to allocation, activation, and registration of such names; and
  - 6.2.2. names at all levels in accordance with Section 2.6 of the Registry Agreement; provided, however, that Registry Operator will comply with the provisions of Section 3.3 of Specification 5 to the Registry Agreement relating to allocation and registration of such names.
- 6.3. Until further notice, Registry Operator withholds from registration the second level names identified on the “List of SLDs to Block” provided in writing by ICANN to Registry Operator in accordance with the provisions of the ICANN New gTLD Name Collision Occurrence Management Plan.
- 6.4. Registry Operator reserves the right, in its sole discretion, to reserve or withhold from registration additional domain names and terms.
7. Internationalized Domain Names (IDNs). In addition to complying with the .NBA Domain Name Criteria, a request for an IDN .NBA Domain Name must meet the following criteria:
  - 7.1. comply with the IDN Tables used by Registry Operator, as amended from time to time;
  - 7.2. comply with any additional registration policies applicable to IDN .NBA Domain Names that Registry Operator may adopt;
  - 7.3. satisfy all technical requirements for the specific IDN; and
  - 7.4. comply with any other additional technical criteria that Registry Operator may adopt for IDN .NBA Domain Names.
8. Allocation of .NBA Domain Names. Registry Operator will allocate .NBA Domain Names on a first-come, first-served basis.
9. Transfer of .NBA Domain Names
  - 9.1. Registry Operator must pre-approve all transfers of .NBA Domain Names.
  - 9.2. No .NBA Domain Name may be transferred to any third party that is not previously determined by Registry Operator to be an Eligible .NBA Registrant.

9.3. No .NBA Domain Name may be transferred to a registrar that is not an Authorized Registrar.

10. Rights Protection Mechanisms. Except as otherwise provided in Specification 13 of the Registry Agreement, Registry Operator will comply with, and will require the registrant of every .NBA Domain Name to comply with, the Minimum Requirements for Rights Protection Mechanisms set forth in Specification 7 of the Registry Agreement.

11. Compliance with Consensus Policies. Registry Operator shall comply with, and shall require the registrant of every .NBA Domain Name to comply with, all ICANN Consensus Policies (as defined in Specification 1 of the Registry Agreement).

## 12. WHOIS

12.1. Registry Operator will offer publicly available standard and searchable WHOIS databases that meets the requirements of Section 1.10 of Specification 4 of the Registry Agreement.

12.2. Registry Operator will implement mechanisms to mitigate the risk of abuse of searchable WHOIS including, but not limited to, username-password based authentication, certificate based authentication, data encryption, and CAPTCHA mechanism to prevent robo-invocation of Web query.

## 13. Revocation of .NBA Domain Names

The registrant of an .NBA Domain Name acknowledges and agrees that Registry Operator may revoke a .NBA Domain Name in its sole discretion for any reason including, but not limited to:

13.1. the registrant's breach of any of the .NBA Registry Rules;

13.2. the registrant ceases to be an Affiliate or, in the event the registrant is a Trademark Licensee, Registry Operator withdraws or rescinds its consent to registration and use of the .NBA Domain Name(s) at issue;

13.3. compliance with applicable law, court order, government rule or under any dispute resolution processes;

13.4. the registrant's use of the .NBA Domain Name for

13.4.1. infringement of the intellectual property rights of others or on the privacy or publicity rights of others;

13.4.2. content that is unlawful, obscene, indecent, sexually explicit, threatening, harmful, defamatory, threatening, harassing, abusive,

- hateful, slanderous or embarrassing to any other person or entity or refers negatively to people or groups on the basis of their race, ethnicity, religion, sexual orientation, gender, or similar characteristics;
  - 13.4.3. false statements or misrepresentations that could damage Registry Operator, its Affiliates, or a third party;
  - 13.4.4. advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes;
  - 13.4.5. distribution of malware, viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
  - 13.4.6. operating botnets, or engaging in phishing or any other fraudulent or deceptive practice;
  - 13.4.7. spamming; and
  - 13.4.8. any other activities that are illegal or prohibited by Registry Operator; and
- 13.5. protect the security and stability of the .NBA Registry and the domain name system.

#### 14. Privacy and Data Protection

- 14.1. Registry Operator is a corporation organized in the United States, and will comply with all applicable data collection and privacy laws.
- 14.2. By registering a .NBA Domain Name, a registrant authorizes Registry Operator to process personal information and other data required for the registration process and operation of the .NBA Domain Name. Registry Operator will only use the data in connection with the registration and use of the .NBA Domain Name.
- 14.3. Registry Operator may share the data in the following circumstances:
- 14.3.1 Registry Operator may share the data with service providers that perform certain functions or services on its behalf.
  - 14.3.2 Registry Operator may share the data with Eligible .NBA Registrants, Trademark Licensees, and other Affiliates.
  - 14.3.3 Registry Operator may disclose the data to third parties in order to protect the legal rights, safety, and security of itself, Eligible .NBA Registrants, Trademark Licensees, and other Affiliates; enforce its .NBA Registration Policy; respond to and resolve claims or complaints; prevent fraud or for risk management purposes; and comply with or respond to law enforcement, dispute resolution or legal process, or a request for cooperation by a government or other entity, whether or not legally required.

14.3.4 Registry Operator may transfer the data to third parties for a publicly available and searchable WHOIS look-up facility, in accordance with Specification 4 of the Registry Agreement.

14.4. Registry Operator has adopted reasonable security procedures to help protect against loss, misuse, and unauthorized access to the data a registrant provides. Please note that no data transmission or storage can be guaranteed to be 100% secure. As a result, while Registry Operator strives to protect the data, it cannot guarantee or warrant the security of any information a registrant discloses or transmit to Registry Operator and cannot be responsible for the theft, destruction, or inadvertent disclosure of the data.

14.5. Registry Operator will retain the data for as long as needed for the registration process and use of the .NBA Domain Name, and as necessary to comply with ICANN Consensus Policies, its legal obligations, resolve disputes, and enforce its agreements.

14.6. Registry Operator will permit the registrant of a .NBA Domain Name to review, access and, if necessary, correct its personal data.

## 15. Registration Term and Renewal

15.1. Initial registration term. The initial registration term of an .NBA Domain Name can be for a period between one (1) and ten (10) years.

15.2. Renewal. The registrant can renew the .NBA Domain Name registration term at any time for a period of between one (1) and ten (10) years; provided, however, that the full term of the .NBA Domain Name registration does not exceed ten (10) years.

15.3. Cancellation. The registrant may cancel the registration of an .NBA Domain Name at any time by submitting a request for cancellation to the Registry Operator.

15.4. Automatic Renewal. If the registrant has not notified the Registry Operator of its intention to allow the .NBA Domain Name registration to lapse, Registry Operator will automatically renew the registration of the .NBA Domain Name for a period of one (1) year.