.ART

DOMAIN REGISTRATION
POLICIES

CONTENTS

DEFINITIONS

.ART	means the top-level domain for the international arts and cultural community.
A- label	means the ASCII-compatible encoded representation (or punycode) of an internationalized Domain Name. A-levels always commence with the prefix "xn—".
Allocation	means the method by which a Domain Name is created and assigned to an Applicant, "Allocated" shall have a corresponding meaning.
Applicant	means a natural person, company or organization in whose name an Application is submitted.
Application	means the complete and technically correct request for a Domain Name, which complies with these policies and any other policy issued by the Registry or ICANN.
Auction	means a private closed auction meant to resolve contention sets during the Sunrise Period when two or more eligible trademark holders applied for the same .ART Domain Name.
Dispute Resolution Provider	means an entity selected by the Registry to provide dispute resolution services during the Sunrise Period.
DNS	means the Domain Name System, a hierarchical decentralized naming system for computers, services, or any resource connected to the internet or a private network.
Domain Name	means a name at the second level within the TLD.
Eligible Trademark	means a registered trademark that meets the requirements described in Section 1 of this policy.
General Availability	means the point in time following which requests to register a Domain Name will be received from any eligible party on a first come, first served basis.
ICANN	means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.
ICANN Requirements	means the Registry's obligations under the Registry Agreement between Registry and ICANN dated 24 March 2016, and all ICANN Consensus Policies applicable to the TLD which can be found on the ICANN website at www..icann.org.
IDN	means Internationalised Domain Name and refers to a Domain Name or web address represented in a script different to the Latin script.
Label	means a string of characters used to form part of a Domain Name.
Preferred Access Period	means a specific period prior to General Availability and after the Sunrise Period where special restrictions to registering Domain Names apply.
Premium Domain Name	means a Domain Name that carries a higher than standard Registration fee at initial Registration and/or renewal.
Registrant	is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the TLD.
Registrar	means an entity authorized by ICANN to offer Domain Name Registration services and entered into a contract with the Registry for the provision of Domain Name Registration Services for the .ART TLD to Applicants, Registrants, and/or their respective agents.
Registration	means a Domain Name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement for Registration during a specified term

Registry	means the entity that is operating the .ART top-level domain.
Registry Policies	means the entirety of the policies applicable when purchasing and using a Domain Name.
Registry-Registrar Agreement	means an agreement that the Registrar enters into with the Registry in order to offer Domain Names for registration in the TLD which the Registry operates.
Reserved Domain Name	means Domain Names that the Registry has reserved from Registration and which it may, at its sole discretion, later release for Registration or Allocation.
SDRP	means the Sunrise Dispute Resolution Policy which sets out the rules and procedures relating to disputed sunrise registrations.
Service	means the activity of the Registry to offer Domain Names for Registration in the TLD.
SMD File	means the Signed Mark Data file provided by the Trademark Clearinghouse to a holder of a Validated Trademark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.
Sunrise Period	means the phase that gives trademark holders the opportunity to protect their trademarks in the TLD by having a first right to registration.
Sunrise Registration	means a Domain Name Allocated to a Sunrise-Eligible Rights Holder and applied for during the Sunrise Period.
TLD	means top-level domain and for the purpose of this policy the TLD shall be .ART.
Token	means a unique alpha-numeric code with which Registrants can register Domain Names during the Preferred Access Period.
Trademark Claims Service	means a notification service mandated by ICANN to warn both Domain Name Registrants as well as Trademark Holders that trademarked names are being registered to Registrants who are not the Trademark Holder.
Trademark Clearinghouse	also called TMCH, means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of Trademark Holders.
Trademark Holder	means holders of marks that have been verified by the TMCH Sunrise and Claims Operator as meeting the requirements specified in the Trademark Clearinghouse Guidelines.
UDRP	means the Uniform Domain-Name Dispute-Resolution Policy established by ICANN for the resolution of disputes regarding the Registration of Internet Domain Names.
URS	means the Uniform Rapid Suspension System which is a rights protection mechanism that offers a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement.
We, our	means the Registry, UK Creative Ideas Limited, or our designated representatives.
Whois Privacy Protection	means a service that replaces the public Registrant information with an anonymous proxy identity in the public Whois database.
Whois Service	means a service provided by the Registry that provides access to the Whois or Registrant data for a given Domain Name.
You, your	means the person or entity accessing the Service.
Zone File	means a data file containing information about Domain Names that are active in the TLD.

INTRODUCTION

These sets of policies describe:

    i.   the terms under which Domain Name Registrations can be submitted to the Registry as well as how the Registry will process Domain Name Registration requests.

    ii.   all the technical and administrative measures that the Registry shall use to ensure a proper, fair, and technically stable administration of the TLD, setting out the basic rules and procedures applicable to:

        a.   Any natural person or entity interested in registering a Domain Name;

        b.   the Registry; and

        c.   Registrars.

Version updated 31 March 2017

Registry Policies are available on the Registry Website at http://www.nic.art

MISSION AND PURPOSE OF .ART

The mission and purpose of the TLD is to responsibly advance the art world through technology and creativity, to create a global community, and to build new territory on the internet that is dedicated to the world of arts and culture. Over time, the Registry will collaborate with the artistic and cultural community to invent new and exciting digital services in the name of art and creativity.

1. SUNRISE POLICY

This Sunrise Policy is to be read together with the Sunrise Dispute Resolution Policy. Any revisions or modifications to this Sunrise Policy prior to the start date of Sunrise shall be effective immediately upon the posting of such revisions or modifications on the Registry website and such amendments shall be binding upon the Registrant.

1.1   Sunrise Overview

Sunrise is a limited-time opportunity for trademark holders who have entered their marks into the Trademark Clearinghouse database (TMCH) and who wish to register Domain Names ahead of General Availability. SMD Files submitted with Sunrise Applications are verified by the Registry against the TMCH. Sunrise Applications missing a valid SMD File or containing an invalid SMD File will be rejected by the Registry. At the end of the Sunrise Period, applied for Domain Names with a single eligible applicant will automatically be allocated to such Applicant. Domain Names with more than one eligible Applicant will proceed to an auction (to be conducted according to registry procedure) between the competing Applicants by an independent third party.

1.2   Eligible Trademarks and Domain Name Applications

An Eligible Trademark is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (http://www.trademark-clearinghouse.com/) and has been verified and registered in the Trademark Clearinghouse database.

During the Sunrise Period, the Domain Name applied for must be an identical match to a Label contained within the SMD file submitted with the Application. Domain Name Applications must also meet the following syntax requirements:

    i.   have a minimum of 1 to a maximum of 63 characters (at any one level)

    ii.   only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;

    iii   begin with a letter or a digit and end with a letter or a digit;

    iv.   neither begin with, nor end with a hyphen (-);

    v.   not contain hyphens (-) in the third and fourth positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n); and

    vi.   not include a space (e.g. www.ab tld).

1.3   Sunrise Eligibility Requirements

Participation in the Sunrise Period is restricted to Applicants who meet the following Sunrise Eligibility Requirements. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

    i.   the Domain Name Application is submitted to the Registry by an ICANN-accredited Registrar who acts on behalf of the Applicant, but for its own account;

    ii.   the Domain Name applied for is an exact match to their trademark registered by the Applicant in the Trademark Clearinghouse;

    iii.   a valid SMD File is submitted at the time of Application;

    iv.   the Domain Name is available.

Domain Name Applications will not be accepted for Reserved Domain Names.

The Registry may reject, revoke or delete at any time, any Application or resulting Registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements without the Applicant or Domain Name Registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

1.4   Validation of Sunrise Applications

Applications submitted during the Sunrise Period are subject to validation by the Registry with the Trademark Clearinghouse, which is a prerequisite for the Registry to proceed with the Registration of the Domain Name requested in the Application.

If the Registry is unable to validate the SMD file or if the requested Domain Name does not match a Label contained in the SMD file, the Application will be rejected.

1.5   Sunrise Duration and Process

The Sunrise Period will be open for approximately 60 calendar days. The Registry may, at its discretion extend the Sunrise Period at any time. Notice of any extension will be published on the Registry Website. During the Sunrise Period, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Period, if an Application is successfully validated and the Registry has received no other Applications for the same Domain Name, the Domain Name will be automatically allocated to the Applicant and the Registration fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction to be held by an independent third-party auction.

1.6   Domain Name Allocation during Sunrise

SINGLE APPLICATIONS

With the exception of Domain Names that are Reserved Domain Names or Domain Names allocated to the Registry, Domain Names that receive only one Application in the Sunrise Period, and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 14 business days of the close of the Sunrise Period.

MULTIPLE APPLICATIONS

Applications received during the Sunrise Period will be treated as received at the same time, which will be the time of the close of the Sunrise Period. If more than one Application for an available Domain Name has been received during the Sunrise Period, and more than one of the Applications were successfully validated, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is only open to Applications that have been successfully validated.

The Registry shall appoint an auction provider and inform the auction provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction rules defined by the auction provider, and the Registry will award the Domain Name Registration to the Applicant that prevailed at Auction.

AUCTION PROCESS AND ALLOCATION

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an Auction process, eligible bidders for such Domain Names will be invited to auction in accordance with the auction provider's procedures. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the relevant auction.

2. SUNRISE DISPUTE RESOLUTION POLICY

2.1 Purpose

Domain Names in the TLD can be registered by third parties or reserved by the Registry. This Sunrise Dispute Policy ("SDRP") applies to Applications submitted during the Sunrise Period that result in Sunrise Registrations or denials of Sunrise Registrations and comes into effect upon the conclusion of the Sunrise Period. This Policy does not cover instances where the validity of a SMD File is being challenged. Such disputes are subject to a separate TMCH dispute process and should be submitted to the TMCH using its dispute resolution procedures outlined at http://www.trademark-clearinghouse.com/dispute prior to initiation of a complaint under this Policy. In the event the TMCH reports fraud in a SMD File or a Sunrise Application, the Registry may disqualify the Sunrise Application or, in the event that fraud is detected after the Sunrise Period, delete the applicable Domain Names.

2.2 Grounds for Challenges

A registered Domain Name in the TLD will be subject to an administrative proceeding upon submission of a complaint that the Sunrise Registration or denial of Registration was improper under one or more of the following criteria.

The following is a list of reasons why a Sunrise Application Allocation could be challenged:

i. at the time the challenged Domain Name was registered, the Registrant did not hold a trademark Registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;

ii. the Domain Name is not identical to the mark on which the Registrant based its Sunrise Registration;

iii. the trademark Registration on which the Registrant based its Sunrise Registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;

iv. a Registry process error occurred that resulted in an incorrect Sunrise Registration; or

v. the Registry failed to register a Domain Name that was applied for in compliance with the criteria set forth in Section 2.3 of the Sunrise Policy.

2.3 Process

Prior to initiating a dispute under this Policy, potential Complainants must submit complaints to the Registry at engage@art.art. The "Complainant" is a person, real or natural, that makes a complaint as per this policy. Sunrise complaints must be filed with the Registry within 10 business days of the date of Registration of the relevant Domain Name(s).

When possible, the Registry may attempt to resolve the issue internally without charge to the Applicant. If, in the opinion of the Registry, the matter would be more appropriately dealt with by the TMCH, the Registry will advise the potential Complainant accordingly. If the complaint relates to a Registry process error, the Registry will investigate and if confirmed, seek to resolve such errors internally. In the event the Registry, after a good faith effort, is unable to resolve the dispute, it will notify the potential Complainant to submit its complaint to its appointed Dispute Resolution Provider. Information about the procedure followed by the Provider will be provided directly to the Complainant.

The language of all submissions and proceedings under this policy will be English. Supporting evidence may be provided in its original language, provided such evidence is accompanied by a certified English translation of all relevant text.

2.4   Necessary evidence

The complaint must include:

i.   Name, company (if applicable), email, phone number and address of the Complainant and of any representative authorised to act for the Complainant in the administrative proceeding;

ii.   Domain Name(s) that are the subject of the dispute;

iii.   Applicable trademark(s) as validated by the TMCH and the relevant SMD File;

iv.   Name of the respondent, and the respondent's contact information from the Whois entry associated with the disputed Domain Name(s);

v.   Ground(s) on which Complainant relies on (as set out in paragraphs i. to vi.);

vi.   Up to 500 words describing how the relied-upon criteria and facts indicate a remedy is required;

vii.   The remedy requested; and

viii.   Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the Domain Name(s) that are the subject of the dispute.

2.5   Remedies for dispute

If it is found based on Grounds i. to iii of Section 2.2., that there was an improper Sunrise Registration, the sole remedy shall be the cancellation of the Sunrise Registration in question and making it again available for Registration in the TLD. If the complainant independently qualifies to register the Domain Name after the Sunrise Period, such a Registration may be made via an accredited Registrar.

If it is found based on Grounds iv. and v. of Section 2.2 that a denial of Sunrise Registration was incorrect or the Registry failed to register an applied for Domain Name, the sole remedy shall be to offer the Sunrise Registrant the possibility to re-register the Domain Name, provided it is still available and that a third party has not already registered the Domain Name during the Sunrise Period or in subsequent Registration Periods.

2.6   Maintaining the Status Quo

During a proceeding under the SDRP, the registered Domain Name shall be locked against transfers between Registrants and/or Registrars and against deletion by Registrants.

2.7   Indemnification/Hold Harmless

The parties shall hold the Registrar, the Registry, and any Dispute Resolution Provider appointed by the Registry harmless from any claim arising from operation of the SDRP. Neither party may name the Registrar, the Registry, and the Dispute Resolution Provider as a party or otherwise include the Registrar, the Registry, and the Dispute Resolution Provider in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the Registrar, the Registry, the Dispute Resolution Provider and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the Registrar, the Registry, the Dispute Resolution Provider and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding rules. The complainant shall be directly and solely liable to the Registrant in the event the complaint is granted in circumstances where the Registrant is lawfully entitled to Registration and use of the registered Domain Name(s) in the TLD.

2.8   Relation to Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the UDRP, the URS, and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

2.9   Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered Domain Name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated in deference to the outcome of such other proceeding.

3. PREFERRED ACCESS PERIOD

3.1 Introduction

Following the end of the Sunrise Period, the Registry will operate the Preferred Access Period. This period is designed to allow qualifying Applicants from the global arts community to register Domain Names in advance of General Availability. In addition, all names registered shall be included in ICANN's mandatory Trademark claims service as described in Section 4.7.

The Registry reserves the right to amend the Preferred Access Period policy at any time at its sole discretion.

3.2 Eligible Arts Categories

The following is a non-exhaustive list of eligible categories that are recognized by the Registry as being part of the international arts world. The Registry reserves the right to amend the list from time to time without notice. Arts categories:

VISUALS ARTS

- Painting
- Drawing
- Sound
- Moving Image
- Community Arts
- Illustration
- Digital Art
- Print
- Performance
- Installation
- Photography
- Animation
- Sculpture
- Conceptual Art

PERFORMING ARTS

- Circus
- Festivals
- Film & Television
- Music
- Theatre
- Opera
- Dance

APPLIED ARTS

- Jewellery
- Wood
- Ceramics
- Furniture
- Pottery
- Glass
- Metal
- Paper
- Objet d'art
- Textiles

DESIGN

- Architecture
- Graphic Design
- Interior Design
- Fashion Design

LITERARY ARTS

CROSS-DISCIPLINARY ARTS

3.3   Eligible Registrants

Domain names and Eligible Organisations, Venues, Individuals, registered in the Preferred Acces Period must not be registered fraudulently, misrepresent ownership or afiliation, impersonate others, pass off or infringe trademarks and service marks. Registry reserves the right to request verification and proof of association, authorisation or affiliation of any domain name label with that of an existing business, person or organisation in order to demonstrate eligibility to the domain names registered during the Preferred Access Period.

The following is a non-exhaustive list of types of Registrants that can register their Domain Names during this period. The Registry may add more categories at any time without notice.

ORGANISATION/BUSINESS

- Art & culture Service Provider
  Finance & Lending Production
  Fundraising Framing
  Restoration Insurance
  Transportation PR &
  Marketing Consulting
  Installation/Lighting

- Online Arts Services/Platform
- Art Fair
- Corporate Art Collection
- Funder
- Art Collection
- Studios
- Print Studio
- Auction House
- Blog
- Arts Charity
- Art School or College
- Design Agency
- Event
- Art Fair
- Festival
- Film Studio
- Gallery - Private/Public
- Governmental Department
- Magazine & Publication
- Material Manufacturer and Supplier
- Art Centre
- Museum - Private/Public
- Professional Association/Society
- Publisher
- Sponsor
- Architects
- Studio
- Trust & Foundation
- University
- Venue
    Theatre

    Cinema

    Opera House
    Concert Hall

INDIVIDUAL

- Artist
- Writer
- Poet
- Collector
- Designer
- Maker
- Professional
- Curator
- Patron
- Archivist
- Critic
- Auctioneer
- Film/Theatre/Dance Director
- Arts Producer
- Gallery Director
- Architect
- Academic
- Photographer
- Restorers
- Therapists

3.4 Eligible Domain Names

Eligible Registrants may register any Domain Name during this period, provided the Domain Name follows the rules set out in Section 4.2 of the Registry Policies.

3.5 Domain Name Allocation Process

The Preferred Access Period is an exclusive period for the arts world and follows a specific Domain Name Allocation Process:

     i.   Applicants will be verified by the Registry and/or its designates.

     ii.   Successfully verified Applicants will be issued with a token code.

     iii.   Using the token, verified Applicants may register Domain Names.

Domain Names will be allocated on a First-Come, First-Served basis.

The Registry is under no obligation to issue tokens to those, which Registry believes, in its sole discretion, do not meet the eligibility criteria set forth in this section. Moreover, the Registry makes no guarantees that the token system will be faultless at all times. Equally the Registry may decide to verify Registrants ahead of the official start of the Preferred Access Period. Nevertheless, no Preferred Access Period Registration shall take place prior to the start of the period.

3.6 Verification of Registrant Information

The Registry may impose proactive and retroactive spot-checks to ensure that Registrants follow the eligibility criteria of the Preferred Access Period. If during these spot-checks it is found that a Registrant does not fulfil the eligibility criteria, the Registry reserves the right to deny or cancel a Domain Name Registration during this period.

3.7 Whois Privacy and Proxy Services

During the Preferred Access Period, privacy and proxy services will not be permitted as the Registry may undertake additional Whois verification steps as set out in section 3.6. These services may be activated following the end of the Preferred Access Period.

4. REGISTRATION POLICY

4.1   Registrant Eligibility

The TLD will be available to Registrants with an interest in the arts. Different eligibility criteria apply during the different launch phases of the TLD:

i. Sunrise – only Registrants with a valid SMD file in the TMCH may register their .ART Domain Name as set forth in Section 1.

ii. Preferred Access Period – Registry-verified entities from around the global arts community may register Domain Names during this Period as set forth in Section 3.

iii. General Availability – Anyone with an interest in the arts and culture may register a Domain Name.

4.2   Domain Name Selection Requirements

Applications for Domain Names must conform to the following set of requirements:

i. Requirements for ASCII Domain Names
    a. have a minimum of 1 to a maximum of 63 characters (at any one level);
    b. only contain letters (a-z, A-Z), digits (0-9) and hyphens (-) or a combination of these;
    c. begin with a letter or a digit and end with a letter or a digit;
    d. neither begin with, nor end with a hyphen (-);
    e. not contain hyphens (-) in the third and fourth positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n); and
    f. not include a space (e.g. www.ab .tld).

ii. Requirements for IDN Domain Names

    a. the A-label must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
    b. the A-label must be a valid Domain Name in its own right (i.e. length and composition rules for ASCII Domain Names must also successfully be passed).

iii. Domain names and Eligible Organisations, Venues, Individuals, registered in the .ART zone must not be registered fraudulently, misrepresent ownership or afiliation, impersonate others, pass off or infringe trademarks and service marks. Registry reserves the right to request verification and proof of association, authorisation or affiliation of any domain name label with that of an existing business, person or organisation in order to demonstrate that the registrant has an association with the business, person or organization that is clearly identified by the domain name label. ..

iv. Registrants of a letter / letter two character ASCII label must not misrepresent or falsely represent, that the registrant or its business is affiliated with a government or country code manager if such an affiliation, sponsorship or endorsement does not exist. The Registry reserves the right to investigate, respond and take action in response to any complaints from government agencies over any confusion with the applicable country or territory, country code manager or organisation.

4.3   Reserved Domain Names

The Registry may, for various reasons and at various times, reserve Domain Names and make these unavailable for Registration. In its sole discretion, the Registry may release these names for Registration or allocate them to any person that the Registry in its sole discretion considers to be entitled to use or is associated with that Reserved Domain Name.

The Registry may upon 30 days notice release reserved names for general availability subject always to ICANN policy regarding TMCH requirements.

4.4   Premium Domain Names

The Registry may, at its absolute discretion, identify certain Domain Names as Premium Domain Names, and make them available for Registration at a premium price through Registrars, or other channels such as through requests for proposals. A Premium Domain Name may have a higher than standard fee for creation and renewal.

Regarding Premium Names, subject always to applicable industry standards, and ICANN mandated requirements, the Registry may:

i.   add to, delete from and generally amend or modify the list of Premium Domain Names;

ii. modify the pricing of any Premium Domain Names; or

iii. allow a Premium Domain Name to be registered.

4.5   Domain Name Allocation

Domain Names will be allocated according to the rules applicable during the different launch phases (please see Sections 1 & 3). During General Availability, Domain Names will be available on a First-Come, First-Served basis.

4.6   Term of Registration

Domain Names may be registered for a period of 1-10 years. The term of Registration shall commence on the date of Registration of the Domain Name, and shall expire on the same day of the same month in the expiring year.

4.7   Trademark Claims Notice Service

Trademark Claims Notice Service is a service that is offered by the TMCH. During this timeframe, each Accredited Registrar is required to provide notice to all Applicants and candidate Registrants who attempt to register a Domain Name that matches a trademark record verified by the Trademark Clearinghouse. The Trademark Clearinghouse will provide Notice of Registered Names to the Trademark Holders. This service applies during the first 90 days of General Availability as well to any names registered during the Preferred Access Period.

4.8   Whois Privacy and Proxy Services

Whois Privacy and Proxy services are permitted for registered Domain Names subject to restrictions in Section 3.7 which prohibits the use of such services for Domain Names registered during the Preferred Access Period.

4.9   Representations and Warranties

At the time of registering an available Domain Name, you may be required to provide certain warranties as part of the Registrars terms and conditions and provide true and accurate details and information about you. It is your responsibility to ensure that any information provided when registering or renewing a Domain Name is complete and accurate. Additionally, you are required to update your information with the Registrar if a change has occurred to the information provided. We make no warranties of any kind with respect to the TLD.

4.10   Limitation of Liability

In no event will the Registry, its directors, employees, or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special, or punitive damages, including for any lost profits or lost data arising from your use of the Services, or any user content, user websites or other materials accessed or downloaded through the Services, even if the Registry is aware or has been advised of the possibility of such damages.

As a condition of receiving access to our services, you understand and agree that the Registry's liability shall be limited to one of the following (as the Registry may determine in its sole discretion): (i) supplying the Doman Name again or (ii) a refund of the monies paid to the Registry in respect of the Domain Name.

Nothing in this section shall limit any liability to you by reason of the fraud of the Registry or any claim under English law arising from death or personal injury.

4.11   Disclaimer

No Guarantee: The Registry provides no registration guarantees in relation to the various phases of the launch and Registry Policies. Domain Name Registrations shall be determined either through allocation by the Registry, request for proposal, third party auction, or on a First-Come, First-Served basis, assuming that the applicant meets all of the eligibility requirements designated by the Registry. First-Come, First-Served has many risks, and the Registry makes no guarantees or warranties as to whether any applicant will be successful in registering any Domain Name. Additionally, the Registry is not responsible for any failure on the part of the Registrant to timely file required paperwork, documents, or other materials that may be required by the Registry to successfully procure a Domain Name or any failures on the Registry's part to timely pass on any communications or information requests between the Registrant and the Registrar. The Services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever.

4.12 Indemnification

You will indemnify, defend, and hold the Registry, Registrar and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (each a "Registry Related Party") from and against any and all claims made by third parties against the Registrant or Registry Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis , and costs (including claims without legal merit or brought in bad faith), relating to or arising under the Registry Policies, including your use, display, exploitation, or registration of the Domain Name. If a Registry Related Party is threatened by claims or suit of a third party, the Registry Related Party may seek written assurances from you that you can satisfy and fulfil your indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the Registry Related Party is a material breach of the Registry Policies.

4.13 Amendments

The Registry reserves the right to amend the Registry Policies from time to time. Only the policies published on the Registry's website at nic.art shall be the valid policies. It is important to ensure that you read and understand the Registry Policies as they apply to you. We may discontinue or amend any part or the whole of the Registry Policies from time to time at our absolute discretion giving 30 days' notice.

4.14 Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including:

Uniform Domain Name Dispute Policy http://www.icann.org/en/help/dndr/udrp
Uniform Rapid Suspension Policy http://newgtlds.icann.org/en/applicants/urs
Transfer Dispute Resolution Policy http://www.icann.org/en/help/dndr/tdrp
Sunrise Dispute Resolution Policy – Section 2 of the Registry Policies

4.15 General Provisions

If any part of the Registry Policies shall be found invalid or unenforceable for any reason, the remainder of the terms shall be valid and enforceable as if such provision was not included therein.

Registry Policies, as amended from time to time or supplemented by other documents, shall be exclusively governed by the laws of England and Wales. You hereby irrevocably consent to the exclusive jurisdiction of the Courts of England and Wales, for any and all claims or disputes in which the Registry is a party and which arise out of, purport to enforce, construe, or otherwise relate to the Domain Name or any Registry Policy. You waive any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and you waive any statutory or other right pursuant to the laws of the jurisdiction in which you reside to have a case relating to the Registry Policies adjudicated or resolved in that jurisdiction.

The Registry is able to assign, sub-assign, license, or sub-license its rights under the Registry Policies or any portion thereof to a third party without prior written notice to the Registrant.

5. ACCEPTABLE USE AND ANTI-ABUSE POLICY

5.1   Overview

Registrants must act responsibly in their use of any Domain Name or website hosted on any Domain Name, and in accordance with this Acceptable Use and Anti-Abuse Policy, the Registry Policies, ICANN rules and regulations, and applicable laws, including those that relate to privacy, data collection, and consumer protection.

This Acceptable Use and Anti-Abuse Policy outlines a non-exhaustive list of actions that are prohibited in the TLD and the remedies that the Registry may take in response to abusive, malicious, or illegal conduct of which the Registry becomes aware or based on reports received by third parties.

5.2   Prohibited use

A Domain Name may not be registered or used to:

i.   sell fake, counterfeit, non-existent, fraudulent, unauthorised goods, stolen, or looted services, licenses, or other products.

ii.   intentionally or otherwise infringe on any part of the Registry Policies, in particular regarding eligible names and Registrant eligibility.

iii.   transmit or redirect to misleading information (including via iframes, advertising, and other methods) about the value, price, quality and/or availability of goods or services.

iv.   breach consumer protection regulations.

v.   infringe another person's trade mark rights or be contrary to another person's rights under the English law of passing off (or broadly equivalent rights in other jurisdictions).

vi.   impersonate others including but not limited to artists, people of historical significance, art institutions or organisations or other entities.

vii.   distribute or share child sexual abuse material.

viii.   generate, distribute, or facilitate unsolicited mass email, promotions, advertisings or other solicitations.

ix.   disrupt viruses, malicious botnets, or malware.

x.   alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network.

xi.   commit or attempt to commit cyber squatting, typo-squatting, domain name hijacking

xii.   attempt phishing efforts, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication.

xiii.   deceive, disparage or cause a material detriment to the TLD, the relevant community, the TLD's customers or Internet users.

5.3   Use of Third Level Registrations

Registrants may not operate second-level registries with more than 100 sub (third-level) domains, or sell, license or lease subdomains, unless it has received express written permission of the Registry. For the avoidance of doubt, all Policies herein apply in full force to any sub-domains howsoever created.

5.4   Remedies

The Registry reserves the right to deny, cancel or transfer any Registration or Service, or place Domain Names on Registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice to:

i.   protect the integrity, security, and stability of the DNS.

ii. comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings.

iii. avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and members or its service providers.

iv. comply with the terms of the Registry Policies or cure a breach thereof.

v.   respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet).

vi.   comply with ICANN Requirements & Policies such as UDRP, or URS decisions.

vii.   protect the integrity and functioning of the Registry's networks.

viii.   provide time necessary to notify operators of Internet security monitoring services, virus scanning services and/or law enforcement authorities of any breach or apparent breach of this Acceptable Use and Anti-Abuse Policy or other Registry Policies.

ix.   address the non-payment of fees.

x.   deny access to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

xi.   correct mistakes made by the Registry, any Registrar or any of our service providers in connection with a Registration for a Domain Name.

xii.   allow for the resolution of a dispute of any sort.

Any action that the Registry may make in relation to this Acceptable Use and Anti-Abuse Policy:

i.   may be taken with or without notification to the Registrant; and is in addition to any other rights that the Registry may have in law.

ii.   The Registry is not required to give reasons for action taken as per the above but may do so from time to time where the Registry deems it appropriate at its absolute discretion.

6. WHOIS, DATA PROTECTION AND PRIVACY POLICY

When registering a Domain Name, the Registrant enters into a Registration Agreement with the Registrar obliging the Registrant to provide certain information to the Registrar. Through a Domain Name Registration, the Registrant agrees that such information (which may include personal information) will be provided to the Registry and for it to be used in the ways described herein.

6.1   Purpose

i.   To disclose to the Registrant how and in what circumstances Registrant information is used and may be disclosed to someone else;

ii.   To inform the Registrant as to what the Registry may do if it becomes aware that the Registrant information (including information used in connection with the Registry's Whois service) is inaccurate.

6.2   .ART Whois

The Registry collects and maintains a database of Registrant information that is used for a publicly accessible information service known as the Whois service. This Whois service makes the following information available to the public in relation to a Domain Name:

i.   Technical information on the DNS servers resolving a Domain Name;

ii.   The date the Domain Name was inserted into the Registry's database;

iii.   The date of last modification;

iv.   The date of expiration;

v.   The current status of the Domain Name;

vi.   The Registrar's contact details;

vii.   The Registrant's name;

viii.   The Registrant's physical address and/or alternate address;

ix.   The Registrant's email and phone numbers and/or alternate address;

x.   The Registrant's state and/or alternate address;

xi.   The Registrant's country and/or alternate address; and

xii.   Details of nominated administrative, technical and billing contacts.

6.3   Use of Whois Service

As per the Registry's agreement with ICANN, the Registry provides a Whois Service where interested parties can look-up the Whois information for a specific Domain Name.

To ensure that privacy concerns are addressed the Registry has imposed limits on the number of queries that may be made. No user of the Whois Service is permitted to utilise automated and/or electronic processes that a send high volume of queries to the Whois Service. Where the Whois query limits have been exceeded the IP address will be barred from the ability to make additional queries for a period of 24 hours.

6.4   Other Uses

The Registry also collects and uses Registrant information:

    i.   insofar as this is otherwise reasonably necessary in the carrying out of its functions or activities as the operator of the TLD.

    ii.   to provide Registrants with information as to the operation of the TLD.

    iii.   in connection with the data quality and data security activities described later on in this Policy.

    iv.   From time to time, the Registry may notify Registrars and Registrants of new products, announcements, upgrades and updates. Users may opt-out of these mailings by clicking the unsubscribe link in these mailings or by sending an email with their name to engage@art.art

6.5   Disclosure

The Registry may also use or disclose Registrant information (which may include personal information) for a purpose other than in connection with the ordinary operation of the TLD where:

    i.   The Registrant has consented to such use or disclosure; or

    ii.   The Registry believes in its sole judgment that the use or disclosure is necessary:

        a.   To lessen or prevent a serious and imminent threat to an individual's life, health or safety;

        b.   To lessen or prevent a serious threat to public health or public safety;

        c.   Because the Registry has reason to suspect that unlawful activity or a violation of the Registry Policy has been, is being, or may be engaged in, and the Registry uses or discloses the Registrant information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the Acceptable Use and Anti-Abuse Policy) or authorities;

        d.   Because the use or disclosure is required or authorised by or under law, rule or regulation;

        e.   Because the Registry believes that the use or disclosure is necessary for one or more of the following, by or on behalf of an enforcement body:

    iii.   The prevention, detection, investigation, prosecution or punishment of civil or criminal offences, or any other breach of law;

    iv.   The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal;

        a.   As requested by a dispute resolution provider in connection with a UDRP or URS proceeding, as mandated by ICANN;

        b.   For any other lawful purpose.

6.6   Data Quality

The Registry may take steps to make sure that the Registrant information it collects, uses or discloses is accurate, complete and up-to-date. The Registry may conduct Whois verification and checks to identify Registrations with deliberately false, inaccurate or incomplete Whois data. The Registry will notify the relevant Registrar of any deficiencies triggering the Registrar's obligation to solicit accurate and complete information from the Registrant. Where it is determined that information provided in relation to a domain name is false, incorrect or out-dated; we or the Registrar may suspend or cancel the Domain Name.

6.7   Internet Security

The Registry will periodically monitor, collect and/or scan any content and associated data published under a Domain Name registered in the Registry for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry.

7. ZONE FILE ACCESS POLICY

7.1 Zone File Access

The purpose of this section is to describe how access to the Zone File may be granted.

ICANN requires that the Registry in the management of the TLD follows the stated requirements to allow any user access to the TLD's Zone File.

7.2 Credentialing requirements and agreement

Access to Zone File data for the TLD may be available to users subject to verification of the users' credentials and agreement by the user that the data will only be used for lawful purposes.
In order to grant access to the zone file for the TLD, the Registry will request, through the Centralized Zone Data Service, each user to provide the reason for which it seeks access and information sufficient to correctly identify and locate the user.

A user will be required to enter into an agreement that will govern the access to the zone file data and its use. The agreement will be standardized, facilitated and administered by the Centralized Zone Data Access provider.

A user's access to the Zone File data is always subject to the requirements of ICANN.

7.3 Grant and revocation of access

On approval, the Registry or ICANN will grant the user a non-exclusive, non-transferable, limited right to access the Zone File data. The method of access will be defined by the Registry and this method will be communicated to you at the time of application. Such access will be facilitated by the Centralized Zone Data Service.

The Centralized Zone Data Access provider may reject the request for access of any user that does not satisfy the credentialing requirements. In addition, the Registry may reject the request for access:

    i.   of any user that does not provide correct or legitimate credentials; or

    ii.   where we reasonably believe that the user will use the data in a manner that contravenes the published policies.

The Registry may, at any time, revoke access of any user where there is evidence to support that the user's use of the data contravenes the Registry Policies, ICANN Requirements, or where the Registry is instructed to do so by ICANN.

7.4 Use of data by the user

The Registry will permit the user to use the Zone File data for lawful purposes, provided that:

    i.   the user takes all reasonable steps to protect against unauthorised access to, and use and disclosure of the Zone File data; and

    ii.   the user under no circumstances uses the Zone File data to:

        a.   allow, enable or otherwise support the transmission by email, telephone or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than users' own existing customers; or

        b.   enable high volume, automated, electronic processes that send queries or data to our systems, or that of any Registrar.

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