.BABY LAUNCH PLAN & REGISTRY POLICIES

Version 1.0 September 2016

1. OVERVIEW Version 1.0

This document includes the plan and policies addressing key aspects of the launch and ongoing operations of the .BABY gTLD (hereinafter the "TLD").

The launch plan and various policies outlined herein have been created to facilitate a clean and orderly launch and operation of the TLD in a manner consistent with the stated mission and purpose of the TLD. This plan and these policies may be modified from time to time by Johnson & Johnson Services, Inc (hereinafter the "Registry Operator" or "Registry") in its sole and exclusive right to ensure that the TLD is compliant with all relevant regulations and requirements.

Any such amendments or modifications shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Nic.Baby or whichever URL Nic.Baby redirects to (herein after the "Registry Website") and such amendments shall be binding upon all affected parties, including without limitation, domain name registrants, registrars, and upon ICANN, to the extent permissible by ICANN regulations.

2. .BABY LAUNCH PLAN & POLICIES

Version 1.0

Below is an outline of the various sections, registry policies, and plans that have been included in this document. Together, they represent key rules and requirements for the TLD and outline the intended launch schedule and plan for the rollout of the TLD ("TLD Registry Policies").

- Registry Policies
 - Registration Policy
 - Terms of Use Policy
 - Sunrise Policy
 - Sunrise Dispute Resolution Policy
 - Reserved Names Policy
 - Reserved Names Dispute Resolution Policy
 - Registration Eligibility Dispute Resolution Policy
 - Privacy Policy
- o Registry Launch Plan
- Legal Guarantees
- o Limitation of Liability
- Contact Information

3. REGISTRATION POLICY

Version 1.0

Summary

This Registration Policy, to be incorporated by reference into the electronic or paper agreement that .BABY Registrars shall have in effect with all .BABY Registrants (the "Registration Agreement") and to be read together with TLD Registry Policies, sets forth the criteria that all Applicants, Registrants, and domain names must meet, and the process that all Applicants and Registrants must follow to register a domain name in the TLD.

Specifically, this Registration Policy describes: (A) the mission and purpose of the TLD, (B) Registrant eligibility and name selection requirements, (C) the process for requesting a domain name during certain launch phases, and (D) domain name allocation processes.

Mission and Purpose of the TLD

The TLD's mission and purpose of the TLD is as follows:

The general mission and purpose of the TLD is to create a credible, dedicated and intuitive online namespace primarily for use by approved individuals, companies and organizations that support the vitality and happy, healthy development of our babies and children.

Registrant Eligibility and Name Selection

To support the mission and purpose of the TLD, in order to register or renew a domain name in the TLD, Registrants must (as determined by Registry Operator in its sole and exclusive discretion):

- Have a meaningful nexus with the baby-related community; and
- Possess a bona fide intention to use the domain name to support the mission and purpose of the TLD; and
- Select a domain name that corresponds with the name selection requirements applicable to the particular category and launch phase; and
- Be classified within one or more of the following categories:
 - Medical Professionals and Community Members: Domain names registered by or on behalf of medical professionals, including doctors, nurses, and at large hospitals will be LRP, Standard, Sunrise, or Premium Registrations (as described below) and must correspond to the name of the medical professional, practice or hospital if registered during a Limited Registration Period ("LRP") as described in the Registry Launch Plan. These entities must be able to provide satisfactory evidence, as determined by Registry Operator, its sole discretion, of their medical license or hospital accreditation to the Registry Operator at its request. The default allocation mechanism in connection with this category of Registrant is First-Come, First-Serve as detailed below in this Registration Policy. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified below in this Registration Policy.

- Health Care & Health-Related Companies: Domain names registered by or on behalf of health care or health-related companies will be LRP, Standard, Sunrise or Premium Registrations (as described below) and must correspond to the name of a company and/or product name if registered during a LRP. These entities must be able to provide satisfactory proof of incorporation and/or relevant business credentials, as determined by Registry Operator, its sole discretion, at the request of the Registry Operator. The default allocation mechanism in connection with this category of Registrant is First-Come, First-Serve as detailed below in this Registration Policy. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified below in this Registration Policy.
- Non-Health Retail Companies: Domain names registered by or on behalf of non-health baby-related retail companies will be LRP, Standard, Sunrise, or Premium Registrations (as described below) and must correspond to the name of a company and/or product name if registered during a LRP. These entities must be able to provide satisfactory proof of incorporation and/or relevant business credentials, as determined by Registry Operator, its sole discretion, at the request of the Registry Operator. This category is limited to retail companies and does not include transactional businesses involved in adoption, surrogates, fertility or other physical human aspects. The default allocation mechanism in connection with this category of Registrant is First-Come, First-Serve as detailed below in this Registration Policy. However, the Registry reserves the right to utilize alternative allocation mechanisms identified below in this Registration Policy.
- Not-for-Profit or Charitable Organizations: Domain names registered by or on behalf of bona fide not-for-profit or charitable organizations will be LRP, Standard, Sunrise or Premium Registrations (as described below) and must correspond to the name of the organization, its service, or its service category if registered during a LRP. Charitable baby organizations must be able to provide satisfactory evidence, as determined by Registry Operator, its sole discretion, of either operating or being affiliated with a baby-related service, product or offering as verified by the Registry. The default allocation mechanism in connection with this category of Registrant is First-Come, First-Serve as detailed below in this Registration Policy. However, the Registry reserves the right to utilize alternative allocation mechanisms identified below in this Registration Policy.
- Other Individuals & Companies: The Registry reserves the right to allocate domain names to itself, its affiliates, to its partners and/or to other Registrants who will use the name in a manner likely to promote the mission and purpose of the TLD. The default allocation mechanism in connection with this class of Registrant is Registry Designated or First-Come, First-Serve as detailed below. The Registry reserves the right to utilize alternative allocation mechanisms identified below in this Registration Policy.

Name Selection Requirements

There should be a clear and logical nexus between the activities of the Registrant, the babyrelated community and the domain name being registered. Registrants shall have a bona fide intention to use the Domain name in supporting the mission and purpose of the TLD. Furthermore, all domain names sought by Applicants during LRP, as described in the Registry Launch Plan, must correspond to the Applicant's company names, trademarks, trade names or service marks, products, or product categories. Acceptable LRP domain names may feature additional words attached to and/or included within the eligible company names, trademarks, trade names or service marks, products, or product categories. For example, Registrants may register www.CompanyName.BABY, www.CompanyNameOnline.BABY, www.ProductName.BABY and www.ProductNameOnline.BABY. However, Registry Operator reserves the right to allocate, activate and/or approve registration requests for domain names that may fall outside of the criteria above during LRP should doing so support the overall mission and purpose of the TLD.

Registry has initially identified the following non-exclusive domain name classifications and additional restrictions for Registrants when registering a domain name in the TLD:

- LRP Registrations: Domain names allocated during a Limited Registration Period
 ("LRP"). All LRP Registrations will be verified to ensure compliance with the TLD
 Registry Policies and must conform with the Name Selection Requirements outlined
 above. The default allocation mechanism in connection with LRP Registrations are
 First-Come, First-Served. Additional Premium fees may apply to LRP Registrations.
- Sunrise Registrations: Domain names allocated during the TLD Sunrise Phase will be Sunrise Registrations and must comply with ICANN and Trademark Clearinghouse requirements as well as the TLD Registry Policies. Additional Premium fees may apply to Sunrise Registrations.
- Standard Registrations: There should be a clear and logical nexus between the activities of the Applicant/Registrant, the baby community and the domain name being registered. Registrants shall have a bona fide intention to use the domain name in supporting the mission and purpose of the TLD. Domain names that are likely to deceive, disparage or cause a material detriment to the TLD, the relevant community, the Registry's customers or Internet users are explicitly prohibited, for example and without limitation, www.ihate.BABY, www.hurt.BABY, etc. The default allocation mechanism in connection with Standard Registrations are First-Come, First-Served. However, the Registry reserves the right to utilize alternative allocation mechanisms.
- **Premium Domain Name Registrations:** Premium domain names have premium pricing and a substantial meaning in relation to any location, generic word, class or type of good, service or other thing. The default allocation mechanism in connection with Premium domain names is either First-Come, First-Served or RFP. However, the Registry reserves the right to utilize alternative allocation mechanisms.
- Reserved Names: Reserved names are any names which are, at the time of submission
 of a registration application, ineligible for registration due to ICANN restrictions or
 Registry designation. Reserved Names include, without limitation, the names appearing
 on the list of ICANN reserved TLD names and as such list may be modified by ICANN
 from time to time.
- Registry Designated Names: Registry Designated Names are any names designated by Registry (plus their IDN variants, where applicable) in accordance with Section 2 of

the .BABY Registry Agreement, Specification 5, and Specification 6 of the .BABY Registry Agreement, and the relevant addendums to the .BABY Registry Agreement.

Domain Name Registration Applications & Registration

At the time of submitting an application or request to register an available (not reserved or restricted) domain name in the TLD, the Applicant or Registrant must offer warranties and provide true and accurate details and information about itself, together establishing:

- It meets the Registry's eligibility and name selection requirements outlined in this Registration Policy:
- It will be the intended beneficiary of the domain name registration;
- A clear and logical nexus between the activities of the Applicant/Registrant and the stated mission and purpose of the TLD, as determined by the Registry in its sole discretion; and
- The domain name, its use, and any website published on the domain name will be consistent with all applicable laws, government rules and requirements, ICANN Requirements and the Registry Policies.

Registration applications and/or requests for domain names in the TLD may be submitted only via Registry, ICANN-accredited registrars authorized by the Registry, and/or third-party verification providers appointed by Registry. Registry reserves the right to deny allocation of domain names should Registry be unable to verify applicant's eligibility.

The Registry will not accept a Registration application or request for a name in the TLD unless it meets the following basic technical and syntax requirements:

- The name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- The name cannot begin or end with a hyphen;
- The name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n) unless the domain name is an IDN in which case the IDN EPP Extension must be passed containing the IDN-Table identifier and the corresponding name in Unicode (uname); and
- The name cannot exceed 63 characters (excluding the TLD).

Verification of Applicant / Registrant Information

The Registry may impose proactive and retroactive verification procedures to ensure that Applicants and/or Registrants comply with all Registry Policies, including this Registration Policy.

The Registry may process and verify information and warranties included in registration applications and requests for a domain name in the TLD, including without limitation qualification under the eligibility and name selection requirements, prior to a domain name being granted. Additionally, the Registry, in its sole discretion, from time to time, may retroactively verify the eligibility and name selection criteria as they pertain to potential and/or existing Registrants, and accordingly may take any and all actions available pursuant to the Registry Policies, Registration Agreement, and under ICANN policies and applicable law.

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Registry reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a domain name registration or request for registration found to be in violation of this Registration Policy, the TLD Registry Policies, any applicable law, rule or regulation and/or not promoting items related to the baby community. More specifically, the Registry may reject a Registration Application, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

- To enforce Registry Policies and ICANN Requirements; each as amended from time to time:
- That is not accompanied by complete and accurate information as required by ICANN
 Requirements and/or TLD Registry Policies or where required information is not updated
 and/or corrected as required by ICANN Requirements and/or Registry Policies;
- To protect the integrity and stability of the Registry System, its operations, and the TLD;
- To comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry;
- To establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- To correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
- As otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

For avoidance of doubt, in the event of rejection, revocation, suspension or deletion of a domain name in the TLD, the Applicant or Registrant shall not be entitled to any reimbursement, refund, or any other remedy as a result of such rejection, revocation, suspension, or deletion.

Whois Privacy

Registry requires that accurate Registrant data is available in the WHOIS record at all times for domain names in the .BABY TLD. Private or proxy registrations are not allowed.

Domain Name Allocation Mechanisms

The Registry will allocate domain names during the following sequential launch phases (as more fully described in the Registry's Launch Plan): Qualified Launch Program / Founders Period, Sunrise, Limited Registration Period (LRP), Early Access Phase, and General Availability.

During each of these launch phases, domain names may be allocated via the following mechanisms: First-Come, First Served; Auction; Request for Proposal; and Registry Designated, as described below. While the default allocation mechanism may differ for each launch phase, the Registry may, in its sole discretion, utilize any means to allocate any domain name in the TLD.

• First-Come, First-Served (FCFS): The domain name is awarded to the first eligible Applicant (i.e., the first party to file a request for Registration). The mere acceptance of any registration fees does not constitute a domain name Registration. A domain name is only

registered upon approval by Registry of any Registration Application including, without limitation, approval of the Applicant's eligibility.

- Auction: Multiple simultaneous Registration Applications for available identical domain names may be resolved through an auction between competing Applicants, conducted by Registry's third-party auction provider. Additionally, the Registry, in its sole discretion, may allocate certain reserved domain names via auction. No Applicant shall be obligated to participate in an auction; they may choose instead to withdraw their Registration Application or privately resolve contentions by agreement with the other competing Applicant(s).
- Request for Proposal (RFP): Registry may accept proposals from Applicants for innovative
 uses of any reserved Domain name submitted in response to an RFP. Registry will review
 and consider such proposals, but reserves the right to reject any proposal, in its sole
 discretion. Registry may also impose a fee on any Applicant that chooses to submit or
 participate in any RFP. Registry is not bound to select a winner among RFP respondents,
 and may hold the domain name for future allocation at Registry's discretion.
- Registry Designated: Registry may activate and allocate to itself or third-parties certain domain names (plus their IDN variants, where applicable) deemed necessary for the operation or the promotion of TLD.

Allocation Term and Pricing

Domain names in the TLD may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the domain name is registered with an Accredited Registrar. All Registration Applications must specify the desired registration period (the "Term"). It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration. Registry reserves the right to adjust registry-level pricing for Domain Names in the TLD from time to time in its sole discretion in accordance with ICANN rules and regulations.

Amendment

Please note that Registry may amend or modify this Registration Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

4. TERMS OF USE POLICY

Version 1.0

Summary

This Terms of Use Policy (the "Use Policy"), to be incorporated by reference into the electronic or paper agreement that .BABY Registrars shall have in effect with all .BABY Registrants (the "Registration Agreement") and to be read together with the TLD Registry Policies, sets forth the terms and conditions that Registrants must adhere to when registering and using a domain name in the TLD.

Use Policy Overview

All domain name Registrants must act responsibly in their use of any TLD domain name or website hosted on any TLD domain name, and in accordance with this Use Policy, the TLD Registry Policies, ICANN rules and regulations, and applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, and intellectual property rights. By registering a .BABY domain name, you represent that you possess all necessary licenses and/or other credentials for participation in the Registry as set forth in this Use Policy and the Registration Agreement and any material changes to the validity of such credentials must be promptly reported to Registry.

Distasteful, defamatory, abusive, malicious, or unlawful conduct in the registration or use of a .BABY domain name is prohibited.

This Use Policy outlines a non-exhaustive list of the possible actions Registry may take in response to abusive, malicious, or illegal conduct of which the Registry becomes aware.

Upon becoming aware of improper conduct, the Registry (or its designee(s)) may alert any relevant Registrar to the conduct, and may work with them to resolve such issues. The Registry will also utilize such other methods it deems appropriate to address such improper conduct in compliance with applicable laws and ICANN policies.

Use Policy Purposes

The Registry reserves the right to take appropriate actions, whether administrative, operational or otherwise, as it deems necessary, in its unlimited and sole discretion and without notice, to:

- Support the stated mission and purpose of the TLD;
- Protect the integrity, security and stability of the TLD and the Domain Name System (DNS) as a whole and/or to protect users of the TLD;
- Comply with any applicable court orders, laws, legal demands, government rules or requirements, requests of law enforcement or other governmental agency or organization, or any dispute resolution process;
- Avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, employees and members;

- Comply with the terms of the Registry-Registrar Agreement, the Registry Agreement, or any other binding commitments, whether written or otherwise;
- Respond to or protect against any form of malware (including, without limitation, malicious code or software that might affect the operation of the TLD, the Internet or which cause direct or material harm to others);
- Comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., Requests for Comments (RFCs));
- Correct mistakes made by the Registry, Registry Service Provider, or Registrar in connection with a domain name registration;
- Allow for the resolution of a dispute of any sort, whether or not the dispute appears to be unmerited or unsubstantiated;
- Respond to instances or complaints of abusive, distasteful, defamatory, malicious, or unlawful activities in relation to use of TLD domain names;
- Address the non-payment of fees; or
- Otherwise implement the Use Policy.

Prohibited Activities

The following is a non-exhaustive list of activities that are prohibited:

- Botnet Command and Control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct Distributed Denial of Service (DDoS) attacks;
- **Distribution of Malware**: The intentional or unintentional distribution of "malicious" software designed to infiltrate a computer system without the owner's consent, including, without limitation, computer viruses, worms, keyloggers, and Trojans;
- Fast Flux Attacks/Hosting: A technique whereby the IP address associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find;
- Hacking: Unauthorized access to a restricted computer network;
- **Phishing**: The use of email or counterfeit web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- **Pharming**: The redirecting of unknown users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or cache poisoning;

- **Spam**: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and spamming of websites and Internet forums;
- Man in the browser, man in the middle: The use of malicious software or compromised network facilities for fraudulent or deceptive purposes;
- Activities contrary to applicable law: Trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other unlawful activities;
- **Regulatory noncompliance**: Public regulatory action taken against the Registrant for failure to comply with reasonable and appropriate security measures; and
- **Inappropriate content**: The publication, display and/or dissemination of abusive, distasteful, or inappropriate material as determined by Registry and/or as defined by applicable laws and regulations in respective jurisdictions.
- **Defamation or Inappropriate Activity**: The posting of content that goes against the stated mission and purpose of the TLD or is found to be distasteful, defamatory, abusive, malicious or otherwise inappropriate as determined by the Registry in its sole and exclusive right.
- Any other abusive behaviors that appear to threaten the stability, integrity or security of
 the TLD, the Registry or any of its Registrar partners and/or that may put the security of
 any Registrant or user at risk, including but not limited to: cybersquatting, sale and
 advertising of illegal or counterfeit goods, front-running, gripe sites, deceptive and /or
 offensive domain names, fake renewal notices, cross gTLD registration scams, traffic
 diversion, false affiliation, domain kiting/tasting, fast-flux, 419 scams.

Registry's Response Plan

The Registry will maintain a public email (babyregistry@fairwindspartners.com) on its Registry Website for third parties to submit complaints regarding alleged incidents of abuse and/or non-compliance with this Use Policy. Notwithstanding the foregoing, the Registry may also identify Use Policy violations by any means, including without limitation, a private complaint, public alert, government or enforcement agency outreach, ICANN notification, and on-going monitoring by the Registry or its partners.

The Registry's plan for assessing allegations of abuse is based upon the following four pillars: Verification, Investigation, Remediation and Follow-up as identified in more detail below:

Verification: The Registry will use commercially reasonable efforts, including
contracting with a third-party technical partner, to review all abuse complaint
submissions and make an initial determination regarding the source and legitimacy of
each submission. At its discretion, the Registry or its designee, through an automated
system or otherwise, may view any website hosted on a TLD domain name, for the
purpose of assessing alleged Use Policy violations.

- **Investigation**: The Registry will prioritize assessment of abuse complaint submissions in the following order and will endeavor to respond to such complaints within the time periods below:
 - Law enforcement complaints (within one (1) business day);
 - Third party security, stability or criminal complaints (within five (5) business day);
 and
 - Third party non-security, non-stability, or non-criminal complaints (within ten (10) business days).
- Remediation: As a result of any investigation involving credible complaints or violations of law in matters pertaining to security, stability or criminal activity, the Registry will endeavor to take appropriate action within one (1) business day of completing an initial investigation. In all other complaints not involving security, stability or criminal activity, the Registry will seek to resolve the matter through an escalated notification process: email, telephone, certified mail.
- **Follow-Up**: Where, as a result of a complaint, there is found to be abusive/non-compliant activity, Registry may follow-up on each complaint at its discretion with remedial actions. Registry will also engage with the Registrant to attempt to educate them about how to avoid future remediation actions.

Actions The Registry May Take

To enforce this Use Policy, the Registry may take actions including but not limited to the following:

- Conduct an assessment to determine whether any alleged abusive or otherwise harmful behavior violates the Registry's policies, applicable laws, or ICANN regulations;
- Lock-down a domain name preventing any changes to the WHOIS data and name server information associated with the domain name;
- Place a domain name "on hold" rendering the domain name nonresolvable or transferring the domain name to another Registrar;
- Substitute name servers in cases in which the domain name is associated with a law enforcement investigation in order to collect information about the DNS queries and, when appropriate, we will share information with law enforcement to assist the investigation;
- Cancel, transfer or take ownership of any domain name, either temporarily or permanently;
- Deny attempted registrations from repeat violators;
- Use relevant technological services, whether our own or third party, such as computer forensics and information security; and

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• Share any and all relevant information on abuse with other registries, Registrars, ccTLDs, law enforcement authorities, and other relevant third parties (i.e., security professionals, etc.) to enable such parties to take appropriate action.

The Registry may also take preventative measures at its sole discretion including (without limitation):

- DNSSEC deployment which reduces the opportunity for pharming and other man-in-themiddle attacks;
- · Removal of orphan glue records; and
- Place upon registry lock, hold or similar status a domain name during resolution of a dispute.

Amendment

Please note that Registry may amend or modify this Use Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

5. SUNRISE POLICY

Version 1.0

Summary

This Sunrise Policy (the "Sunrise Policy"), to be incorporated by reference into the electronic or paper agreement that .BABY Registrars, shall have in effect with all .BABY Registrants (the "Registration Agreement") and to be read together with the TLD Registry Policies, ,sets forth the terms and conditions governing the Registry's Sunrise Period.

Sunrise Overview

The Sunrise Registration Period allows the holder of a trademark that has previously been verified ("Trademark Holder") by the ICANN Trademark Clearinghouse to notify the Registry of its trademark and to request a corresponding domain name registration.

Trademark Holders may apply for a domain name label that constitutes an "exact match" of their mark, in accordance with the Trademark Clearinghouse ("TMCH")'s domain name matching rules. The Registry will charge a Sunrise domain registration fee for registration of domain names during Sunrise ("Sunrise Price").

The Trademark Holder is responsible for seeking registration of any labels in which it has an interest. If a Trademark Holder fails to register any domain name during Sunrise, any other party is free to register that domain name during Landrush or General Availability, subject to Registry Policies, the TMCH Claims Service, and applicable laws and regulations.

Certain names may be withheld from Sunrise availability. For example, due to the non-trademark connotation of the string, life.BABY may not be available during Sunrise, even if entities participating in Sunrise have a trademark on the term "life" in association with particular goods or services.

The Registry will implement a Start-Date Sunrise, in which domain names will be allocated on a First-Come, First-Serve basis.

Sunrise Eligibility

In addition to the eligibility requirements set forth in the Registry's Registration Policy, the Registry will abide by all policies and procedures adopted by the TMCH. The TMCH will maintain Sunrise Eligibility Requirements http://www.trademark-clearinghouse.com/content/who-can-apply, and validate and authenticate trademarks as applicable. The Registry will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names during the Sunrise Registration Period.

Fees

Fees that may be collected during Sunrise include:

- Application fees
- Sunrise Domain Registration Fee

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Premium Domain Name Fees

The renewal price for domain names registered during Sunrise will be the Sunrise Price. The Registry may adjust the renewal price with one hundred eighty (180) days' notice..

Sunrise Dispute Resolution

Disputes regarding the TLD Sunrise Period will be managed in accordance with the Registry's Sunrise Dispute Resolution Policy ("SDRP"). The SDRP sets out terms and conditions for resolving challenges to names registered during the Sunrise registration period, and is incorporated herein by reference.

Amendment

Please note that Registry may amend or modify this Sunrise Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

6. .BABY SUNRISE DISPUTE RESOLUTION POLICY

Version 1.0

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into Johnson & Johnson Services, Inc.'s ("JJSI") Registration Policy for the .BABY top level domain (the "TLD"). This SDRP is effective as of the first day of the sunrise registration period for the TLD. An SDRP Complaint may be filed against a domain name registered during the sunrise registration period, or in relation to the Registry's failure to register a domain name during the sunrise period that complied with all applicable registration criteria, for a period of ninety (90) days following conclusion of the sunrise registration period. This SDRP may be invoked by filing a complaint with the National Arbitration Forum. The Rules governing the SDRP process may be found at http://domains.adrforum.com.

1. Purpose

Domain names in the TLD can be registered by third parties or reserved by JJSI. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered, or has been declined to be registered, in violation of this SDRP. This SDRP will not be applied to Registry-reserved names in the TLD, which are subject to the Reserved Names Challenge Dispute Policy.

2. Applicable Disputes

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 a Sunrise registration, was improper under one or more of the following criteria.

a. Improper Sunrise Registration-Trademarks¹

A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the TLD does not comply with the provisions of the Registry's Sunrise Program. The complaint must prove one or more of the following elements:

- i. at 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;²
- 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; or
- iv. the trademark registration on which the domain name registrant based its Sunrise registration was not applied for on or before June 13, 2012, the day ICANN announced all new generic top-level domain applications.

¹ Applicant Guidebook 4 June 2012, Module 5, Page 8, Article 6.2.4. A dispute under this section also addresses the TLD Criteria from ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements [published 30 September 2013], Article 2.3.6 and Article 2.3.1.4. The Forum's SDRP does not interact with (nor instruct) the Trademark Clearinghouse and is limited to adjudicating disputes over the Registry's registration and allocation of domain names during the sunrise period.

² For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

b. Improper Denial of Sunrise Registration

A complaint under this section shall be required to show that the Registry failed to register a domain name that was applied for in compliance with the Sunrise Criteria and all other applicable registration criteria required for the Registry's Sunrise Program.

c. SDRP Effective Dates.

Any SDRP claim brought under this Policy for domain names registered in the TLD shall be brought before the end of a ninety (90) day period following conclusion of the sunrise registration period.

3. Evidence and Defenses

a. Evidence

Panelists will review the Registry's Sunrise Criteria, and all other applicable registration criteria, the Complaint, the position of the Registry if any, and the position of registrant if applicable, when making their decision.

b. Defenses

Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

4. Remedies

The remedies available to a complainant for a proceeding under this SDRP shall be limited to:

a. Improper Sunrise Registration

If the Panelist finds that the domain name was improperly registered during the Sunrise period, the domain name will be, in the sole discretion of the Registry, (a) suspended for the remaining term of registration, (b) cancelled and returned to the pool of names available for registration, or (c) reserved by Registry and subsequently made available for registration under such terms as Registry may determine, including to the party filing the complaint.

In the event that one party to a sunrise contention resolution auction files a complaint under the SDRP against an opposing party to the same auction, Registry will stop the auction process to allow for resolution of the complaint pursuant to the policy set forth herein.

b. Improper Denial of Sunrise Registration

The remedies for a Complaint filed under SDRP 2(b) shall be limited to setting aside the denial of the sunrise registration, if the domain name has not already been registered by another trademark holder during the sunrise period or a third party during a subsequent registration period. If the Complainant wishes to re-apply to register the domain name, such application may be made to the Registry, or registrar, as applicable.

5. Procedure

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this SDRP shall be submitted to the National Arbitration Forum ("Forum") by submitting the complaint directly to the Forum. The Forum will administer the proceeding and select a qualified and eligible Panelist ("Panelist"). The Forum has established Rules for National Arbitration Forum's Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. The proceedings under this SDRP will be conducted according to this SDRP and the applicable Rules of the Forum.

b. Registry's or Registrar's Involvement

- (i) Upon Provider's notification to Registry of the Complaint pursuant to the Rules, Registry shall have twenty (20) days to submit to Provider, if Registry so chooses, any information or documentation relating to Registry's position concerning the domain name(s), the Complaint, and compliance with this SDRP and any other applicable Registry Policies.
- (ii) Neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panelist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. In the case of a claim under SDRP 2(b), upon receipt of notice of the SDRP complaint filing, the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panelist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Forum of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Forum shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panelist.

d. Decisions

- (i) The Panelist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panelist deems appropriate;
- (ii) the decision shall state whether the criteria for this SDRP has been satisfied or the status quo maintained;
- (iii) decisions made under this SDRP will be publicly published by the Forum on its website; and

(iv) decisions made under this SDRP shall constitute a recommendation to the Registry as to whether the Complainant has satisfied the provisions of this SDRP.

e. Implementation of a Lock and the Decision

If a Panelist's decision recommends a change to the status of a registered domain name, the Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Forum) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received, no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of a valid order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

f. Representations and Warranties

Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

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 or cancellation by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Forum, and the Panelist harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Forum, or the Panelist as a party or otherwise include the registrar, the Registry, the Forum, or the Panelist 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 Forum, the Panelist 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, Forum, the Panelist 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.

8. Relation To Other Dispute Resolution Policies

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any dispute policies adopted by ICANN or the Registry. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to

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domain names in the TLD.

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 or suspended (in the sole discretion of the Panelist) in deference to the outcome of such other proceeding.

10. SDRP Modifications

The Registry reserves the right to modify this SDRP at any time subject to the terms of its Memorandum of Understanding with the Forum. Such revised SDRP shall be posted on the Registry Website at least ten (10) calendar days before it becomes effective;³ unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

³ The Forum may correct typographical errors without notice.

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7. RESERVED NAMES POLICY

Version 1.0

Summary

This Reserved and Restricted Names Policy ("Reserved Names Policy") is to be read together with the Registration Agreement and the TLD Registry Policies, and sets forth the Registry's rights and reservations with regard to reserved and restricted names.

The Registry may reserve (i.e. withhold from registration or allocate to itself), restrict, or block certain domain names from registration ("Reserved List"). The Registry may add or remove domain names from its Reserved List at any time pursuant to Article 2.6 of the Registry Agreement. This Reserved List of domain names shall generally consist of:

- 1. Names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry's strategic partners;
- 2. Names Reserved following ICANN requirements such as, but not limited to, Specifications 5 and 6 of the New gTLD Registry Agreement; and
- 3. Names that are temporarily unavailable due to processing delays from Sunrise or LRP registrations, or for other reasons.

Amendment

Please note that Registry may amend or modify this Reserved Names Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

8. .BABY RESERVED NAMES DISPUTE RESOLUTION POLICY

Version 1.0

This Reserved Names Dispute Resolution Policy (the "RNDRP") is incorporated by reference into the Registration Agreement for the .BABY top-level domain ("TLD") and all Applicants for reserve list names agree to be bound by this policy. This RNDRP shall become effective as of the date of the first non-self-allocation of a domain name. This RNDRP may be invoked by filing a complaint with the National Arbitration Forum as set forth herein.

1. Purpose

Article 2.6 of Johnson & Johnson Services, Inc.'s ("JJSI") registry contract with ICANN authorizes it to establish or modify, at any time, this RNDRP concerning reservation or blocking of strings within the registry at JJSI's discretion. JJSI is also required pursuant to specifications 5 and 6 of its registry contract with ICANN to reserve or block certain strings from registration or allocation.

This RNDRP has been created to provide a procedure for intellectual property rights' owners to seek the allocation of certain names reserved by JJSI and to challenge certain proposals for allocation of reserved names. This RNDRP describes standards that will be applied to resolve all challenges to the reservation, and/or proposed release from reservation, of reserved names.

2. Applicable Disputes

A reserved name in the TLD will be subject to an administrative proceeding upon submission of a complaint by a third party (the "Requestor") showing by a preponderance of the evidence that the reserved name should be allocated to the Requestor or that another party's application for release of a reserved name was improper. Any such challenge is to be filed with the National Arbitration Forum (the "RNDRP Provider") and is to be decided by a Panel appointed by the RNDRP Provider (the "Panel").

A. Requests for Allocation from the Reserve List

Requests for allocation of reserved names may be filed in writing with the RNDRP Provider pursuant to this paragraph (an "Allocation Request") if the Requestor meets all eligibility criteria for registration of the reserved name and the reserved name in question is identical to the textual elements of a trademark owned and used by the Requestor that is:

- (i) protectable under applicable law;
- (ii) subject to an active, valid national registration that was owned by Requestor and issued prior to June 13, 2012;
- (iii) subject to a recorded and validated registration with the ICANN Trademark Clearinghouse that was obtained by the Requestor prior to the close of the Sunrise Registration period for the TLD;
- (iv) eligible for registration during the Sunrise Registration period for the TLD; and
- (v) subject of an unsuccessful attempt by the Requestor or its agent to obtain a registration during the Sunrise Registration period for the TLD.

B. Challenge to a Reserved Name RFP Submission

JJSI may elect, in its discretion, to accept proposals for allocation of certain reserved names based upon the proposed use of the names in accordance with terms of one or more Requests For Proposal ("RFPs") that will be published by the Registry. When submitting a response to any such RFP (an "Applicant Proposal"), the Applicant must represent and warrant that (1) the statements made in the Applicant Proposal are complete and accurate; (2) to the Applicant's knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (3) the Applicant is not applying to register the domain name for an unlawful purpose; and (4) the Applicant will not knowingly use the domain name in violation of any applicable laws or regulations.

Upon Registry's publication of an RFP regarding potential allocation of a reserved name, Registry will specify a time period for submission of any Applicant Proposal and will specify a time period (the "Challenge Period") for submission to the RNDRP Provider of any challenges (a "Proposal Challenge") to an Applicant Proposal. A Proposal Challenge may be filed in writing with the RNDRP Provider pursuant to this paragraph if:

- (i) the reserved name in question is identical or confusingly similar to a trademark or service mark in which the Requestor has rights; and
- (ii) the Applicant has no rights or legitimate interests in respect to the reserved name; and
- (iii) the Applicant has applied for allocation of the reserved name in bad faith.

3. Evidence in Relation to an Allocation Request or Proposal Challenge

A. Allocation Requests

For the purpose of seeking allocation of a reserved name pursuant to Paragraph 2(a) of this RNDRP, the Requestor shall submit:

- (i) documentary evidence establishing the Requestor's eligibility for a domain name during the Sunrise Registration period for the TLD in accordance with the JJSI Registration Policy;
- (ii) an SMD file from the ICANN Trademark Clearinghouse, including information identifying the date of issuance of the SMD file, for the relevant trademark or service mark:
- (iii) current status and title information for the national trademark or service mark registration associated with the SMD file including information identifying the date of issuance of the registration;
- (iv) a current specimen of use demonstrating the Requestor's current use of the relevant trademark or service mark; and
- (v) documentary evidence identifying Requestor's unsuccessful attempt to obtain a registration during the Sunrise Registration period for the TLD.

B. Proposal Challenges

For the purpose of challenging an Applicant Proposal pursuant to Paragraph 2(b) of this

RNDRP, the following circumstances, in particular but without limitation, shall be evidence of a bad faith Applicant Proposal:

- (i) circumstances indicating that the Applicant has applied for the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the Requestor who is the owner of a corresponding trademark or service mark, or to a competitor of that Requestor, for valuable consideration in excess of documented out-of-pocket costs directly related to the domain name;
- (ii) circumstances indicating that the Applicant has applied for the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that the Applicant has engaged in a pattern of such conduct;
- (iii) circumstances indicating that the Applicant has applied for the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) circumstances indicating that the Applicant intends to attract, for commercial gain, Internet users to a website or other online location, by creating a likelihood of confusion with the Requestor's mark as to the source, sponsorship, affiliation, or endorsement of the website or other online location or as to a product or service on the website or other online location.

C. Responding to a Proposal Challenge

The following circumstances, in particular but without limitation, shall be evidence of an Applicant's rights or legitimate interests to a reserved name for purposes of Paragraph 2(b) of this RNDRP:

- (i) evidence of the Applicant's use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a *bona fide* offering of goods or services or a *bona fide* provision of information in a way that does not interfere with the legitimate exercise by third parties of their trademark or service mark rights; or
- (ii) evidence of the type identified in Paragraph 3(a).

4. Communications

- (a) Except as otherwise provided in this RNDRP, or by written permission from the RNDRP Provider, any communication required under this RNDRP shall be made by electronic mail to domaindispute@adrforum.com or to the case coordinator assigned to facilitate the Allocation Request or Proposal Challenge.
- (b) Except as otherwise provided in this RNDRP, all communications provided for under this RNDRP shall be deemed to have been made:
 - (i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable;
 - (ii) if delivered by facsimile transmission, on the date shown on the confirmation of transmission: or
 - (iii) if by postal or courier service, on the date of mailing marked on the receipt.

- (c) Except as otherwise provided in this RNDRP, all time periods calculated under this RNDRP shall commence on the earliest date that the communication is deemed to have been made in accordance with Paragraph 4(b).
- (d) Except as otherwise provided in this RNDRP, following the commencement of a proceeding pursuant to this RNDRP, any communication by:
 - (i) a Panel to any Party shall be copied to the RNDRP Provider and to the other Party;
 - (ii) the RNDRP Provider to any Party shall be copied to the other Party; and
 - (iii) a Party, shall be copied to the other Party and the RNDRP Provider.
- (e) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending a communication, which shall be made available upon request for inspection by affected parties and for reporting purposes.

5. Language of the Proceeding

- (a) Unless otherwise determined by the RNDRP Provider, or the Panel in exceptional circumstances, the language of the proceeding shall be English.
- (b) The Panel may order that any documents submitted in languages other than English be accompanied by a translation in whole or in part into English.

6. The Complaint

- (a) Any person or entity may initiate a proceeding under this RNDRP by submitting a complaint to the RNDRP Provider in accordance with this RNDRP articulating an Allocation Request or Proposal Challenge, provided that a Proposal Challenge may only be filed during the Challenge Period, and including evidence in support of such complaint (the complaint and supporting evidence shall be referred to collectively as the "Complaint").
- (b) The Complaint shall be submitted by electronic mail to domaindispute@adrforum.com.
- (c) The Complaint shall:
 - (i) Request that the Allocation Request or Proposal Challenge be submitted for decision in accordance with this RNDRP;
 - (ii) Provide the full name, postal and e-mail addresses, and the telephone and telefax numbers of the Requestor and of any representative authorized to act for the Requestor in the proceeding;
 - (iii) Specify the reserved name that is the subject of the Complaint;
 - (iv) Describe, in less than 5,000 words, the grounds on which the Allocation Request or Proposal Challenge is made;
 - (v) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the reserved name that is subject of the Complaint:
 - (vi) Confirm that the Complaint Deposit (defined herein) has been paid to the

RNDRP Provider:

- (vii) Annex any documentary or other evidence together with a schedule indexing such evidence; and
- (vii) Include the following statements:

"Requestor certifies that the information contained in this Complaint is to the best of Requestor's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under this RNDRP and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.";

"If submitting a Proposal Challenge, Requestor agrees that its claims and remedies concerning the domain name, the Complaint, or the resolution of the Complaint shall be solely against the Applicant and Requestor waives all such claims and remedies against (a) the RNDRP Provider and panelists, (b) the Registry, and (c) the Internet Corporation for Assigned Names and Numbers (ICANN), as well as the directors, officers, employees, and agents of each of these.";

"If submitting an Allocation Request, Requestor agrees that this RNDRP represents the sole and exclusive avenue for seeking redress regarding the reserved name and Requestor waives all claims and remedies concerning the reserved name against (a) the RNDRP Provider and panelists, (b) the Registry, and (c) the Internet Corporation for Assigned Names and Numbers (ICANN), as well as the directors, officers, employees, and agents of each of these."

(d) Provided the trademark or service mark rights invoked by the Requestor are based on rights in the same trademark or service mark, and for a Proposal Challenge the reserved names in question have been applied for by the same Applicant, a Complaint may relate to more than one reserved name.

7. Notification of Complaint

- (a) Upon receipt of an RNDRP Complaint, the RNDRP Provider shall review the Complaint for formal compliance with this RNDRP.
- (b) If the RNDRP Provider finds the Complaint to be formally deficient, it shall notify the Requestor of the nature of the formal deficiencies identified. The Requestor shall have five (5) calendar days after such notification within which to correct any such formal deficiencies, failing which the Complaint will be deemed withdrawn without prejudice to the submission of another complaint by the Requestor in accordance with this RNDRP. In such an event, the RNDRP Provider shall notify all parties of the deemed withdrawal of the Complaint.
- (c) If the RNDRP Provider finds that the Complaint is in compliance with this RNDRP, the RNDRP Provider shall forward the Complaint to Registry and the Applicant (for Complaints including a Proposal Challenge) within three (3) calendar days following the RNDRP Provider's receipt of the Complaint Deposit paid by the Requestor.
- (d) The date of commencement of the proceeding shall be the date on which the RNDRP Provider completes its responsibilities under Paragraph 7(c).

- (e) The RNDRP Provider shall immediately notify the Requestor, the Applicant if applicable, and the Registry of the date of commencement of the proceeding. For Complaints including a Proposal Challenge, Registry shall provide the RNDRP Provider with a copy of the relevant Applicant Proposal for consideration by the Panel.
- (f) Within twenty (20) days of the date of commencement of a proceeding, Registry shall, if Registry so chooses, submit to Provider any information or documentation relating to Registry's position concerning the domain name(s), the Complaint, and compliance with this RNDRP and any other applicable Registry Policies.

8. The Response to a Proposal Challenge

- (a) Within twenty (20) days of the date of commencement of a proceeding involving a Proposal Challenge, the Applicant shall submit a response to the RNDRP Provider.
- (b) The response shall be submitted by electronic mail and shall:
 - (i) Respond specifically, in less than 5,000 words, to the statements and allegations contained in the Complaint and include any and all bases for the Applicant to prevail on the Complaint;
 - (ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Applicant and of any representative authorized to act for the Applicant in the proceeding;
 - (iii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the trademark and/or reserved name that is the subject of the Complaint;
 - (iv) Annex any documentary or other evidence upon which the Applicant relies, together with a schedule indexing such documents; and
 - (iv) Conclude with the following statement followed by the signature of the Applicant or its authorized representative:

"Applicant certifies that the information contained in this Response is to the best of Applicant's knowledge complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under this RNDRP and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."

- (c) At the request of the Applicant, the RNDRP Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the RNDRP Provider.
- (d) If an Applicant does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the Complaint.

9. Appointment of Panel

(a) The RNDRP Provider shall maintain a published list of panelists and their qualifications. The RNDRP Provider may extend or otherwise amend such list at any

time.

- (b) The RNDRP Provider shall appoint a single member from its list of panelists within ten (10) calendar days following the lapse of the time period for submissions to the RNDRP Provider pursuant to Paragraphs 7(f) and 8(a).
- (c) Once the Panel is appointed, the RNDRP Provider shall notify the Parties of the panelist appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the Complaint to the RNDRP Provider.

10. Impartiality and Independence

The Panel shall be impartial and independent from the Requestor, the Registry, and the Applicant if applicable, and shall have, before accepting appointment, disclosed to the RNDRP Provider any circumstances giving rise to justifiable doubt as to the Panel's impartiality or independence. If, at any stage during the proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panel, the Panel shall promptly disclose such circumstances to the RNDRP Provider. In such event, the RNDRP Provider shall have the discretion to appoint a substitute Panel.

11. Communications between Parties and Panel

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications between a Party and the Panel shall be made to the RNDRP Provider.

12. General Powers of the Panel

- (a) The Panel shall conduct the proceeding in such manner as it considers appropriate in accordance with this RNDRP.
- (b) The Panel shall ensure that the proceeding takes place with due expedition. It may extend, in exceptional cases, a period of time fixed by this RNDRP or by the Panel.
- (c) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence submitted by the Requestor and the Applicant if applicable.
- (d) The Panel may, in exceptional circumstances, request or allow the submission of further statements or documents by the Requestor or the Applicant if applicable.
- (e) There shall be no in-person hearings.

13. Transmission of the File to the Panel

The RNDRP Provider shall forward the file to the Panel as soon as the Panel is appointed. The file shall include the Complaint and, as applicable, any information or documentation from the Registry in accordance with Paragraph 7(f), the Applicant Proposal as received from the Registry in accordance with Paragraph 7(e), and the Applicant's response in accordance with Paragraph 8(a). The Applicant Proposal shall not be sent to the Requestor.

14. Default

- (a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by this RNDRP or the Panel, the Panel shall proceed to a decision on the Complaint.
- (b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, this RNDRP or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

15. Panel Decisions

- (a) The Panel's decision on the Complaint shall be limited to a determination on the conditions set out in Paragraph 2 of this RNDRP.
- (b) The Panel shall render its decision on the basis of the case file as received by the Panel in accordance with Paragraph 13, and in accordance with this RNDRP and any rules and principles of law that it deems applicable.
- (c) The Panel shall make a decision based on a preponderance of the evidence.
- (d) In the absence of exceptional circumstances, the Panel shall forward its decision on the Complaint to the RNDRP Provider within fourteen (14) days of its appointment pursuant to Paragraph 9.
- (e) The Panel's decision shall be in writing, provide a brief summary of the reasons on which it is based, indicate the date on which it was rendered, and identify the name of the panelist.
- (f) The Panel's decision shall be a recommendation to the Registry as to whether the Requestor has satisfied the provisions of this RNDRP.
- (g) The Panel's decision under this RNDRP shall be without prejudice to the findings and outcome of any case which may be filed by any party in relation to or in connection with the domain name under the Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension System (URS), or under any other policy that may apply upon allocation of the reserved name.

16. Remedies

The remedies available to a Requestor pursuant to any proceeding under this RNDRP shall be limited to the following:

- a. For Allocation Requests, a recommendation by the Panel to the Registry that the reserved name be allocated to the Requestor.
- b. For Proposal Challenges, a recommendation by the Panel that the Registry reject the Applicant Proposal.

17. Communication of Decision

The RNDRP Provider shall communicate the decision to the Parties and the Registry. The Registry will take action in response to the Panel's decision as it deems appropriate in its sole discretion. The RNDRP Provider shall publish the full text of every decision under this RNDRP on a publicly accessible website, except that any confidential portion may be redacted by the Panel prior to publication of the decision.

18. Termination of proceeding

- (a) If the Requestor notifies the RNDRP Provider of its intention to withdraw the Complaint, the RNDRP Provider shall terminate the proceeding. Such notification must be submitted electronically and be signed by the Requestor or its authorized representative.
- (b) If it becomes unnecessary or impossible to continue the proceeding for any other reason, the RNDRP Provider, or, after its appointment, the Panel may terminate the proceeding.

19. Fees

- (a) The fees for administration of a proceeding under this RNDRP shall be borne by the Party that does not prevail in the proceeding.
- (b) The filing of a Complaint is subject to a payment to the RNDRP Provider in the amount of USD 1,500 (the "Complaint Deposit"). The Complaint Deposit is to be made by the Requestor to the RNDRP Provider at the time of submission of the Complaint.
- (c) If the Requestor prevails, the Complaint Deposit will be refunded by the RNDRP Provider to the Requestor and the fee of USD 1,500 will be paid to the RNDRP Provider by the Registry.

20. Effect of Court Proceedings

- (a) In the event of any legal proceedings initiated by and between the Parties prior to or during a proceeding under this RNDRP, the Panel shall have the discretion to decide whether to suspend or terminate the proceeding, or to proceed to a decision.
- (b) In the event that a Party initiates any legal proceedings involving the reserved name in question and/or the other Party during the pendency of a proceeding under this RNDRP, such Party shall promptly notify the Panel and the RNDRP Provider.

21. Exclusion of Liability

- (a) The RNDRP Provider or the Panel shall not be liable to a Party or to the Registry for any act or omission in connection with any proceeding.
- (b) The Registry shall not be liable as a result of any decision rendered by the Panel.

22. Amendments

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The version of this RNDRP in effect at the time of the submission of the Complaint to the RNDRP Provider shall apply to the proceeding commenced thereby. The Registry has the right to modify this RNDRP at any time in consultation with the RNDRP Provider.

9. REGISTRY PRIVACY POLICY

Version 1.0

Summary

This document, to be incorporated, by reference, into the electronic or paper agreement that .BABY Registrars shall have in effect with all .BABY Registrants (the "Registration Agreement") and to be read together with the TLD Registry Policies, sets forth the Privacy Policy (the "Privacy Policy") that is designed to provide information about the privacy practices of the Registry. This Privacy Policy applies to information collected and received by the Registry and to information collected through the Registry Website (collectively, the "Services").

Disclaimer

By applying for, registering, or reserving a TLD domain name, or visiting a website owned or operated by the Registry, you consent to the collection, use, processing, transfer and/or disclosure of information of information about you in accordance with the terms of this Privacy Policy.

If you are visiting a website hosted on the TLD from a country other than the country in which the Registry servers are located, including without limitation visiting from the European Union, your communications with the Registry may result in the transfer of information about you across international boundaries, and you consent to such transfer. (All information collected by the Registry pursuant to this Policy shall be referred to herein as "Registrant Data")

Registry may use agents and contractors in order to help operate Registry or any websites operated by the Registry, provide its product and service offerings, and to operate its business. You expressly consent to the sharing of your Registrant Data with its agents, contractors and service providers.

Collection of Information

The Registry collects or receives the following types of information, including without limitation Registrant Data, in connection with its domain name registry services:

- Information Provided Directly to the Registry. Third parties may provide information
 directly to the Registry in several different ways. For example, Registry may collect
 information including name, address, phone number, and email address when a third
 party is corresponding with the Registry.
- Information the Registry Receives from Others. The Registry may collect or receive information from service providers (e.g., registrars, resellers, verification agent, etc.) and other parties (e.g., regulators, complainants, etc.). That information is received for Registry to fulfill its role as the Registry.
- Information Collected by the Registry. Registry may collect certain information about third parties and the device third parties use to access the Registry Website. The collected information may include:

- The type of web browser and operating system used;
- IP address (which is a number automatically assigned to your device when one access the Internet and can be used to derive general geographic location);
- The referral URL that lead to the Registry Website; and
- If enabled, information about the content viewed and the features accessed on the Registry's website that we collect using cookies and similar technologies.

For purposes of clarity, if you are an individual, the information collected or received by the Registry may include personal details, which you may consider sensitive and from which you may be personally identifiable ("Personal Details")

Use of Information

Registry may use the information collected and received for the following general purposes:

- To provide third parties with domain name services and information requested and with legal notices or information about changes to this Privacy Policy, other Registry Policies or Registry's Use Policy;
- To continually improve its domain name services and enhance the third party experience in connection with the TLD, which may include providing relevant content, surveys, questionnaires and other materials;
- To respond to requests, questions, and comments;
- As the Registry believes is necessary to protect its rights and the rights of others, including by enforcing Registry's Use Policy;
- For statistical analysis or other business purposes; and
- As required by law or necessary to respond to legal process;
- In circumstances in which the Registry believes that its domain names or services are being used in the commission of a crime;
- When the Registry has a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person;
- For any other purpose disclosed at the time the Registry collects information, or pursuant to consent.

Sharing of Information

Registry may share your information with the following entities:

- **Affiliates**. Registry may share your information with the Registry's affiliates—companies that control, are controlled by, or are under common control with, Registry.
- Service Providers. Registry may share information with entities that provide services to Registry or on its behalf, including without limitation registrars, resellers, back-end registry service providers, and companies that provide processing, escrow, verification, shipping, web analytics, email distribution, and other services.
- Other Parties as required or allowed by the Internet Corporation for Assigned Names and Numbers ("ICANN"). Registry is required to maintain a service that provides certain domain registration data, including certain personal information (such as nameserver information, email address, phone, and contact information for the administrative, technical, and billing points of contract) as part of a public search (the

"WHOIS Service"). In addition, Registry is required to share zone file data, including domain names and name servers, to third parties for lawful purposes. Domain names can be obtained via the zone file and those domain names can be used to search for personal information about the registrants from Whois Service. Notwithstanding the foregoing, Registry cannot control the use made by third parties of such information, which is in the public domain and is searchable globally. Registry disclaims all liability for any misuse of such data made by a third party.

- Other Parties When Required by Law, by ICANN, or as Necessary to Protect Registry's Services. There may be instances when Registry discloses your information to other parties in order to:
 - Protect the legal rights, safety and security of the users of Registry's domain name services, Registry and its affiliates;
 - Prevent fraud (or for risk management purposes); or
 - Comply with or respond to a legal demand or legal process or a request for cooperation by a government entity or by ICANN, whether or not legally required.
- Other Parties in Aggregated Form. Registry may also share your information with third parties in aggregated or non-personally identifiable form.
- Other Parties in Connection With a Transfer of Assets. If Registry makes a sale or transfer of assets, or are otherwise involved in a merger or transfer, or in the unlikely event of bankruptcy, Registry may transfer your information to one or more third parties as part of that transaction, reorganization, or liquidation.
- Other Parties With Consent. In addition to the sharing described in this Privacy Policy, Registry may share information with unaffiliated third parties when consent is given or when such sharing is specifically requested.
- Registry will not intentionally disclose confidential age-related information, credit card information, or other supplemental Personal Details to the public.

Security and Unauthorized Access Prevention

The Registry's technical infrastructure contains reasonable security measures to protect the Registrant Data, including internal security procedures intended to restrict unauthorized access to and use of Personal Details. However, the Registry cannot guarantee that Registry Data will never be disclosed in a manner inconsistent with this Policy (for example, as a result of unauthorized acts by third parties that violate applicable law or the Registry's policies).

All websites hosted on TLD domains name may be scanned for viruses, malware, phishing activities, browser exploits, and other behaviors or code posing a security threat to any of (i) the websites; (ii) website users; or (iii) the TLD. In addition, all websites hosted on a TLD domain name may be scanned for content that suggests the presence of child abuse images or that is intended to appeal to pedophiles. Such monitoring may involve the incidental collection of Personal Details by the Registry and/or our service providers.

The Registry will also cooperate with law enforcement agencies regarding any allegations of abuse or violation of system or network security as set out in the Registry's Use Policy.

International Transfer of Data

The Registry may collect, transfer, store and process an individual's information outside of said individual's country of residence, consistent with this Privacy Policy. Please note that the data protection and other laws of countries to which said individual's information may be transferred might not be as comprehensive as those in said individual's country. The Registry takes reasonable steps to ensure the confidentiality and security of information sent outside the individual's country of residence.

Accessing or Changing Your Personally Identifiable Information

Third parties may have the right to request details about the information Registry collects and to correct inaccuracies in that information. If a third party has submitted personally identifiable information (such as name, address, email address, or credit card number) through a website operated by the Registry and would like to access, change or delete that information, please contact the Registry at babyregistry@fairwindspartners.com.

Do-Not-Track Signals and Similar Mechanisms

Some web browsers may transmit "do-not-track" signals to the websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, the Registry currently does not take action in response to these signals. If and when a final standard is established and accepted, the Registry may reassess how to respond to these signals.

Questions and Contact Information

The Registry wants to provide assurance that it is dedicated to protecting privacy. For questions or comments about this Privacy Policy, please contact babyregistry@fairwindspartners.com.

Cookies

The Registry may use a variety of technologies to learn more about how people use the Registry Website and the Internet. These technologies include cookies, which are small text files that websites and other online services use to store information about users on the users' own computers. For example, cookies can be used to store your sign-in credentials so that one does not have to enter them each time one returns to a website. Cookies also may be used to store a unique identification number tied to a computer so that a website can recognize that person as the same user across different visits to the website. One can configure their Internet browser to provide a warning each time a cookie is sent or to refuse cookies completely. The Registry may use cookies to enable functionality of the Registry Website. Third parties should be aware that disabling cookies may affect the appearance of the Registry Website on a device and limit browsing experience including preventing access to some areas of the website. The Registry does not use cookies to serve targeted advertising.

Amendment

.BABY Registry Policies & Launch Plan September 2016 – 1.0

Please note that Registry may amend or modify this Privacy Policy from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

10. <u>BABY REGISTRATION ELIGIBILITY DISPUTE RESOLUTION POLICY</u> Version 1 0

This Registration Eligibility Dispute Resolution Policy (the "REDRP") is incorporated by reference into the Registration Agreement for the .BABY top-level domain ("TLD"). This REDRP shall become effective as of the date of the first non-self-allocation of a domain name and shall remain in effect as long as Johnson & Johnson Services, Inc. ("JJSI") maintains the eligibility criteria or restrictions. This REDRP may be invoked by filing a complaint with the National Arbitration Forum. The Rules governing the REDRP process may be found at http://domains.adrforum.com.

1. Purpose

Domain names in the TLD can be registered subject to certain eligibility and use restrictions set forth in the JJSI Registration Policy. This REDRP describes standards that will be applied to resolve challenges to names registered in the TLD on the basis of failure to meet or maintain the registration eligibility criteria required by JJSI and to resolve challenges to determinations of non-eligibility. This REDRP will not be applied to Registry-reserved names in the TLD, which are subject to the Reserved Names Challenge Dispute Policy.

2. Applicable Disputes

A registered domain name in the TLD, or the Registry's determination of non-eligibility, will be subject to an administrative proceeding upon submission of a complaint establishing by a preponderance of the evidence one or more of the circumstances in this section.

a. Eligibility Restrictions

A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registration Policy. The complaint must show that, at the time the challenged domain name was registered, the registration eligibility criteria were not met.

b. Maintenance of Eligibility

A complaint under this section shall be required to show that a registered domain name in the TLD does not comply with the provisions of the Registration Policy. The complaint must show that, at the time of filing the complaint, the registrant of the domain name has failed to continue to comply with the registration eligibility criteria.

c. Determination of Non-Eligibility

A complaint under this section may be filed by domain name applicants who believe that they have been denied a domain name registration despite compliance with the registration eligibility criteria set forth in the Registration Policy. The complaint must demonstrate that, at the time the challenged domain name registration application was filed and at the time of filing the complaint, the registration eligibility criteria were and are satisfied. JJSI may denote what evidence must be submitted by the applicant to the Panel pursuant to this section.

3. Remedies

The remedies available to a complainant for a proceeding under this REDRP shall be:

a. Ineligible at Registration

If the Panelist finds that the domain name was ineligible for registration under REDRP 2(a), the domain name will be, in the sole discretion of the Registry, (a) suspended for the remaining term of registration, (b) cancelled and returned to the pool of names available for registration, or (c) reserved by the Registry and subsequently made available for registration under such terms as Registry may determine, including to the party filing the complaint.

b. Improper Maintenance of Eligibility

If the Panelist finds that the registrant has failed to maintain eligibility for the domain name registration under REDRP 2(b), the domain name will be, in the sole discretion of the Registry, (a) subject to a fourteen (14) day period for the registrant to bring the registration into compliance with the Registration Policy and submit proof of compliance and ongoing eligibility to the Registry, (b) suspended for the remaining term of registration, (c) cancelled and returned to the pool of names available for registration, or (d) reserved by the Registry and subsequently made available for registration under such terms as Registry may determine, including to the party filing the complaint.

c. Reversal of a Determination of Non-Eligibility

The remedies for a Complaint filed under REDRP 2(c) shall be limited to setting aside the denial of the registration and, if the domain name has not already been registered by another registrant, the Registry will allocate the domain name to the party filing the complaint, through complainant's selected accredited registrar, pursuant to the Registry's standard terms and conditions for registration.

4. Procedure

Prior to filing a Complaint as set forth in this REDRP, the Complainant must contact Registry, or Registry's designee for making eligibility determinations, to communicate in writing the bases for Complainant's position that (a) the domain name was ineligible for registration, (b) the registrant has failed to maintain eligibility for the domain name registration, or (c) a determination of non-eligibility should be reversed. Such communications shall be sent to babyregistry@fairwindspartners.com and Complainant shall not be entitled to file a complaint under this REDRP until the earlier of (i) receipt of a substantive response from Registry or (ii) fifteen (15) business days from the date of the Complainant's communication to Registry.

a. Dispute Resolution Provider / Selection of Procedure

A Complaint under this REDRP shall be submitted to the National Arbitration Forum ("Provider") by submitting the complaint directly to that Provider. The Provider will administer the proceeding and select a qualified and eligible Panel ("Panel"). The Provider shall establish Rules, setting forth a fee schedule and other technical and

process requirements for a dispute under this REDRP ("Rules"). The proceedings under this REDRP will be conducted according to this REDRP and the applicable Rules of the Provider. The Complainant shall submit a copy of the relevant JJSI Registration Policy with a Complaint based on this REDRP.

b. Registry's or Registrar's Involvement

- (i) Upon Provider's notification to Registry of the Complaint pursuant to the Rules, Registry shall have twenty (20) days to submit to Provider, if Registry so chooses, any information or documentation relating to Registry's position concerning the domain name(s), the Complaint, and compliance with this REDRP and any other applicable Registry Policies.
- (ii) Neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Panel. Any domain names in the TLD involved in a REDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. In the case of a claim under REDRP 2(c), upon receipt of notice of the REDRP complaint filing, the Registry will prevent other parties from registering the unregistered domain name at issue until a decision is reached. The contact details of the holder of a registered domain name in the TLD will be provided to the Provider by the registrar's publicly available Whois database record for the relevant registrant. The Registry and the applicable registrar will comply with any Panel decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

The registrant of a registered domain name in the TLD shall be promptly notified by the Provider of the commencement of a dispute under this REDRP, and shall have thirty (30) days in which it may contest the allegations of the complaint or show other cause why the complaint should not be granted in accordance with this REDRP or the conditions under which the domain name in the TLD has been registered or used. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered name shall not constitute an admission to any allegation of the complaint. The Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by a Panel.

d. Decisions

- (i) The Panel may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panel deems appropriate;
- (ii) the decision shall state whether the criteria for this REDRP has been satisfied or the status quo maintained;
- (iii) decisions made under this REDRP will be publicly published by the Provider on its website: and
- (iv) decisions made under this REDRP shall constitute a recommendation to the Registry as to whether the Complainant has satisfied the provisions of this REDRP.

e. Implementation

If a Panel's decision recommends a change to the status of a registered name, the registrar and/or Registry will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of a valid order from such court dismissing such lawsuit or otherwise directing disposition of the domain name.

f. Representations and Warranties

Parties to a dispute under this REDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

5. Maintaining the Status Quo

During a proceeding under the REDRP, the domain name shall be locked against transfers between registrants and/or registrars and against deletion or cancellation by registrants. In the event the domain name(s) is due to expire during a proceeding, the name shall proceed to a temporarily reserved status if it is not renewed by the registrant; the REDRP proceeding, in that case, shall be terminated.

6. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, harmless from any claim arising from operation of the REDRP. Neither party may name the registrar, the Registry, the Provider, the Panel, or eligibility verification entities as a party or otherwise include such persons or entities in any judicial proceeding relating to the dispute or the administration of the REDRP policy. The parties shall indemnify, defend and hold harmless registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this REDRP. Neither the registrar, the Registry, the Provider, the Panel, and any persons or entities assisting Registry with eligibility determinations, 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 REDRP 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 domain name(s) in the TLD.

7. Relation To Other Dispute Resolution Policies

This REDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any other dispute policies adopted by ICANN or the Registry. The conditions herein may constitute lack of legitimate interests and/or bad faith as appropriate under the UDRP or URS in relation to domain names in the TLD.

8. Effect of Other Proceedings

The administrative proceeding under the REDRP shall not prevent either party from submitting a dispute concerning the domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending REDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the REDRP proceeding may be suspended or terminated (in the sole discretion of the Panel) in deference to the outcome of such other proceeding.

9. REDRP Modifications

The Registry reserves the right to modify this REDRP at any time subject to the terms of its Memorandum of Understanding with the Forum. Such revised REDRP shall be posted on the Registry Website at least ten (10) calendar days before it becomes effective; unless this REDRP has already been invoked by the submission of a complaint, in which event the version of the REDRP in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change. In the event that registrant objects to a change in this REDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

11. REGISTRY LAUNCH PLAN

Version 1.0

Summary

This Launch Plan outlines and describes the phased launch process for the TLD. The dates and periods listed below are subject to change. All such changes will be posted on the Registry Website. This Launch Plan for the TLD is to be read together with the Registry Agreement, the TLD Registry Policies, the Registrant Agreement for the TLD, and the Registry-Registrar Agreement for the TLD.

.BABY LAUNCH OVERVIEW

The following chart illustrates the currently proposed timing of the launch phases through which second-level domain names will become available for registration by eligible Applicants:

Phase	Duration	Start & End Date	Description
Qualified Launch / Founders Program	61 Days	Start: October 3, 2016 00:00:00 UTC End: December 2, 2016 23:59:59 UTC	Period after Delegation, but Prior to Sunrise during which the Registry will activate and allocate domain names under a Qualified Launch Program for the purposes of launching, marketing, and promoting the TLD.
Sunrise	31 Days	Start: November 2, 2016 00:00:00 UTC End: December 2, 2016 23:59:59 UTC	Prior to launch of any Registry TLD, the Registry shall reserve and make unavailable those Domain Names specified by ICANN, or by the Registry, in accordance with ICANN Rights Protection Mechanism (RPM).
Limited Registration Period ("LRP")	120 Days	Start: December 5, 2016 00:00:00 UTC End: April 3, 2017 23:59:59 UTC	Period following the Sunrise Period during which all applications and requests for .BABY domain names will be verified by Registry before allocation.
Early Access Period ("EAP")	7 Days	Start: April 5, 2017	Period following the Sunrise and LRP Periods

		00:00:00 UTC End: April 11, 2017 23:59:59 UTC	during which any eligible registrant may register a domain name at special "EAP" pricing per the terms of the Registration Agreement.
General Availability ("GA")	Begins upon completion of EAP	Start: April 12, 2017 0:00 UTC	The general availability period commencing after Sunrise, LRP, and EAP - Registrants may apply for domain names per the terms of the Registration Agreement.

.BABY LAUNCH PHASES

Below is a more detailed overview of the various .BABY launch phase, as well as information about registrant eligibility, name availability, and name allocation during each phase. The Registry reserves the right to modify these dates and the respective phases.

QUALIFIED LAUNCH PROGRAM & FOUNDERS PERIOD

The Qualified Launch Program & Founders Period ("QLP") will run prior to the start of Registry's Sunrise period (as defined below). Consistent with the Registry's stated mission and purpose, certain eligible partners and prospective Registrants ("Founders") will be given a priority opportunity to register certain domain names for the purpose of promoting the TLD. The Registry may also allocate up to one hundred (100) Domain Names to Founders, subject to the terms and conditions set forth in ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements, Qualified Launch Program Addendum.

SUNRISE

The Registry will implement a Start-Date Sunrise, as defined in Section 2 of ICANN's Trademark Clearinghouse Rights Protection Mechanism Requirements policy. During the Sunrise Phase, the holder of a trademark, that has been previously verified by the officially mandated ICANN Trademark Clearinghouse and which fulfills the eligibility requirements set out in the TLD's Registration Policy, (the "Trademark Holder") shall have the opportunity to apply for and register the domain name that corresponds with those trademarks during a limited period of time before registration is open to the public at large, upon the terms and conditions set forth more fully in Registry's Sunrise Policy and Registration Policy.

LIMITED REGISTRATION PERIOD (LRP)

A Limited Access Period ("LRP") will start after Sunrise and conclude before EAP during which all applications and request for Domain Names in the TLD will be verified by Registry before allocation. In accordance with the Registry Policies, during LRP, domain names that correspond to professional names, company names, trademarks, trade names, business names or service marks will be available for registration to only verifiable professionals, companies and organizations (as defined in the TLD's Registration Policy).

EARLY ACCESS PERIOD (EAP)

An Early Access Period ("EAP") will follow Sunrise and LRP, but precede General Availability. During this period, Registrants will be able to apply for and obtain domain names before General Availability, but will pay a premium to regular pricing for the right to register before General Availability.

Standard Registrations and Premium Domain Name Registrations may be allocated during this period per the terms and processes outlined in this Registration Policy provided the Applicant and domain name comply with the Registration Policy. Additionally, the Registry reserves the right to allocate and/or delegate Reserved Names and Registry Designated Names throughout this period.

GENERAL AVAILABILITY PHASE

General Availability ("GA") will follow QLP, Sunrise, LRP, and EAP. After the Launch phases described above in this Launch Plan, and once GA has commenced any interested party shall be permitted to apply for and register a domain name provided that such interested party and the domain name are compliant with the Registration Policy and provided that the domain name is:

- (i) Not a Reserved name;
- (ii) Available for registration; and
- (iii) Not subject of a pending Sunrise challenge.

Amendment

Please note that Registry may amend or modify this Launch Plan from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

12. LEGAL GUARANTEES

Version 1.0

Any Registrar and/or Registrant or user of a domain name in the TLD recognizes and accepts the following:

- The Registry provides no guarantees in relation to various phases of the Launch Plan in regards to registration and domain name availability.
- The Registry makes no guarantees or warranties as to whether any Applicant will be successful in registering any TLD Domain Name.
- 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 TLD Domain Name or any failures on the Registry's part to
 timely pass on any communications or information requests between the registrant and
 the Accredited Registrar.
- The registration services are offered as a courtesy and are offered "AS IS" with no guarantees or warranties whatsoever.
- The Registry will take efforts to uphold the mission and purpose of the TLD, but provides no guarantees in relation to the safety of the TLD and use of TLD domain names by Registrants.
- Applicants for the Sunrise Phase registration agree that they will not hold the Registry responsible for any failed attempt to obtain a Domain Name and that, except as otherwise expressly set forth herein, all fees charged in relation to the Registry Sunrise Phase and LRP Phase services are non-refundable, regardless of the circumstance and regardless of the outcome.
- Applicants for a Sunrise Phase registration acknowledge that the Registry, its parent, affiliated, and/or subsidiary companies may also participate in the Sunrise Phase and, if such a related company is successful pursuant to the Registry's rules in acquiring a Domain Name during the Sunrise Phase, Registry may award the Domain Name to such entity and not to the Applicant and that the Registry may do so without any obligation or liability to the Applicant.

Amendment

Please note that Registry may amend or modify this Legal Guarantees section from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

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13. <u>LIMITATION OF LIABILITY</u>

Version 1.0

Registrars, Registrants and Applicants participating in any Launch Phase agree that the registry will not be Liable:

- a) To any applicant or to any third party for (1) Suspension or loss of Domain Name Registration Services in relation to a Domain Name(s) registered in your name; (2) use of the Domain Name registration services; (3) Interruption of Business; (4) Access delays or Access interruptions to Registry's site or the web site(s) or services maintained by us; (5) Loss or Liability resulting from acts of God or nature; (6) Data Non-Delivery, Mis-delivery, Corruption, destruction or other modification; (7) events beyond the Registry's control; (8) The processing of a registry Domain Name registration application; (9) Loss or Liability resulting from the unauthorized use or misuse of your account identifier or password; or (10) Application of the dispute policy or any ICANN or registry policies; and
- b) For any indirect, special, incidental, or consequential damages of any kind, including lost profits or the cost of procurement of alternative goods and services, regardless of the form of action whether in contract, tort (including negligence), otherwise, even if the registry has been advised of the possibility of such damages. In no event shall our maximum aggregate liability exceed the total amount paid by you for the service in question, but in no event greater than (\$100,000). Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such country, our liability is limited to the extent permitted by law.

Amendment

Please note that Registry may amend or modify this Limitation of Liability section from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.

.BABY Registry Policies & Launch Plan September 2016 – 1.0

14. REGISTRY CONTACT INFORMATION

Version 1.0

Registry Inquiries:

.BABY Registry Manager
FairWinds Partners LLC
1000 Potomac Street, NW, Suite 350
Washington, DC 20007
Email: babyregistry@fairwindspartners.com
Tel: (202) 223-5232

Registry Owner

Johnson & Johnson Services, Inc. One Johnson & Johnson Plaza New Brunswick, New Jersey 08933

Amendment

Please note that Registry may amend or modify this Contact Information section from time to time, in its sole discretion. Any amendments or modifications to this Registration Policy shall be effective thirty (30) days after the initial date of posting such amendments or modifications on Registry Website and such amendments shall be binding upon all affected parties, including without limitation, domain name Registrants, registrars, and ICANN.