

# REGISTRATION POLICY FOR .ALIBABA .ALIPAY .TAOBALL .TMALL

## 1. SELECTION OF REGISTRARS

Registrars eligible to register domain names must meet the following non-discriminatory criteria (in compliance with clause 2.9 (a) of the Registry Agreement):

- (i) be an accredited ICANN Registrar or an accredited registrar of MIIT in China;
- (ii) demonstrate a sufficient level of understanding of the domain name registration policies of the Registry;
- (iii) have experience of managing domain names of major corporations;
- (iv) have proven tools for domain name portfolio management;
- (v) have business processes to perform automated validation (and any additional human checks as required by the Registry) of the eligibility of the domain name for registration according to the domain name policies of Alibaba Group Holding Limited;
- (vi) demonstrate a sufficient level of security to protect against unauthorized access to domain name records;
- (vii) demonstrate a sufficient level of experience and have appropriate resources in managing abuse prevention, mitigation and responses;
- (viii) provide multi-language support for registration of IDNs;
- (ix) comply with any re-validation of its Registry-Registrar agreement at such regular intervals as are determined by the Registry or as required by ICANN or MIIT from time to time;
- (x) meet applicable technical requirements of Alibaba Group Holding Limited; and
- (xi) comply with all conditions, dependencies, policies and other requirements reasonably imposed by Alibaba Group Holding Limited, including maintenance of suitable systems and applications that are capable of interacting with the Registry system.

## 2. ELIGIBLE REGISTRANTS

The Registrant must:

- (i) Own, be owned by, connected to, employed by, associated with, or affiliated with the Registry; and
- (ii) Be an individual or organization that has a meaningful nexus (as determined by the Registry in its sole and exclusive right) with enablement of commercial and social interactions between consumers and merchants on platforms and businesses owned and operated by Alibaba Group Holding Limited;
- (iii) Be explicitly authorized by Alibaba Group Holding Limited whose requirements may change from time to time; and
- (iv) Possess a *bona fide* intention to use the domain name in supporting the mission and purpose of one of or all of the .ALIBABA .ALIPAY .TAOBALLO .TMALL gTLDs.

If the Registrant does not meet one of the above eligibility criteria, there is no entitlement to register or renew a domain name under the .ALIBABA .ALIPAY .TAOBALLO .TMALL gTLDs. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the domain name immediately.

### **3. REGISTRY APPROVAL REQUIREMENT**

Registration or renewal of domain names under the .ALIBABA .ALIPAY .TAOBAO .TMALL gTLDs must be approved by Alibaba Group Holding Limited in addition to meeting all requirements under the Registry Rules. Alibaba Group Holding Limited's approval for a complete and validly submitted application will be authorized by:

- (i) the Soft IP Team of the Alibaba Group Holding Limited's Legal Department ("Authorization Provider"); or
- (ii) an authorized person as nominated by Alibaba Group Holding Limited ("Authorized Person") and notified to the Registrar from time to time.

The Authorization Provider will notify the Registrar of its decision. Alibaba Group Holding Limited has absolute authority over domain name application and renewal eligibility; and registration requirements may change from time to time.

#### **4. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**

At the time of applying or otherwise requesting to register an available domain name in the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs, the Registry, in its sole discretion, will require prospective Registrants to submit materials demonstrating that they meet the Registry's criteria for qualification to register domain names in the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs (an "application").

In addition, an application for domain name registration must meet all the following criteria:

- (i) availability;
  - a. the domain name is not already registered;
  - b. it is not reserved or blocked by the Registry; or
  - c. it meets all Registry's technical requirements.
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
  - c. cannot begin or end with a hyphen;
  - d. cannot contain labels with hyphens in the third and fourth character positions; and
  - e. any additional technical requirements as required by the Registry from time to time.
- (iii) the domain name must be consistent with the mission and purposes of the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs and/or consistent with the domain name registration policy of Alibaba Group Holding Limited, and include but not be limited to:
  - a. product name;
  - b. service name;
  - c. marketing term;
  - d. geographic identifier; or
  - e. any relevant name or term as approved by Authorization Provider or Authorized Person.
- (iv) compliance with all requirements under the Registry Rules: the Registrant must comply with all provisions contained in the Registry Rules.
- (v) Domain names will be registered and released to Registrants only through Registrars, or otherwise in accordance with Registry Policies and ICANN Requirements.

## 5. NAME SELECTION REQUIREMENTS

There should be a clear and logical nexus between the activities of the Registrant, the intended use of the domain 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 .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs.

Registry Operator has initially identified the following non-exclusive domain name classifications and additional restrictions applicable to Registrants when registering a domain name in the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs:

- (i) **Sunrise Registrations:** Domain names allocated during the 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.
- (ii) **Standard Registrations:** This is the default classification for domain name registration that applies to domain names that are not Premium or Reserved (as defined below). The default allocation mechanism in connection with Standard Registrations is First-Come, First-Served. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms (defined below).
- (iii) **Premium Domain Name Registrations:** “Premium” domain names are those identified by the Registry, in its sole discretion, that possess added value or 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, Auction, or RFP. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms.
- (iv) **Reserved Names:** “Reserved Names” are any names which are 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 ICANN reserved TLD names and as such list may be modified by ICANN from time to time.
- (v) **Registry Designated Names:** Registry Designated Names are any names designated by Registry in accordance with Section 2 and Specification 5, Section 3.2 of the Registry Agreement (between the .ALIBABA .ALIPAY .TAOBALL .TMALL Registry Operator and ICANN) necessary for the operation or the promotion of the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs.
- (vi) Domain names that are likely to deceive, disparage or cause a material detriment to the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs, as its community, its customers or internet users, as determined by the Registry Operator in its sole discretion, are explicitly prohibited.

## 6. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for domain name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement, and as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar accreditation agreement as amended from time to time (“2013 ICANN RAA”).

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the domain name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) it is entitled to register the domain name;
- (iv) the registration and use of the domain name is made in good faith and for a lawful purpose;
- (v) if the use of registered domain name is licensed to a third party,
  - a. the Registrant must have a licensing agreement with the licensee for the use of the domain name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the domain name, Registry may revoke the domain name at its sole discretion.
- (vi) it owns or otherwise has the right to provide all registration data (including personal information) for each domain name registered and provision of such registrant data complies with all applicable data protection laws and regulations; and
- (vii) It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

## **7. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with clause 3.7.7.1 of the ICANN's Registrar accreditation agreement), including but not limited to the following;

- (i) if the Registrant is a company or organization:
  - a. name of a company or organization;
  - b. registered office and principal place of business; and
  - c. contact details of the Registrant including e-mail address and telephone number;
- (ii) if the Registrant is a natural person:
  - a. full name of the Registrant;
  - b. address of the Registrant; and
  - c. contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

## **8. VERIFICATION OF REGISTRANT INFORMATION**

The Registry, in its sole discretion, will impose proactive and retroactive procedures to ensure that Registrants comply with all Registration Application requirements, other eligibility criteria and TLD Registry Policies, including this Registration Policy. The Registry may process and verify information and warranties included in Registration Applications and other requests for domain names 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.

The Registry reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a Registration Application or other request for registration, or an existing domain name registration found to be in violation of this Registration Policy, any other TLD Registry Policy, any applicable law, rule or regulation and/or identified as not bearing a sufficient nexus to the intended use of the domain.

For avoidance of doubt, in the event of rejection, revocation, suspension or deletion of a domain name in the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs, the Registrant shall not be entitled to any reimbursement of registration, application or other fees paid as a result of such rejection, revocation, suspension, or deletion.

## **9. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a domain name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such domain name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) where such domain name is placed under reserved names list at any time; and
- (vi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

## **10. USE OF SECOND OR THIRD LEVEL IDNS**

The Registry does not support second or third level IDNs at this time unless otherwise advised.

## **11. USE OF GEOGRAPHIC NAMES**

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement.

Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with Alibaba Group Holding Limited's response to Question 22 Geographic Names.

By registering a letter/letter two-character ASCII label, the Registrant represents that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

The Registry will take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

## 12. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the .ALIBABA .ALIPAY .TAOBALL .TMALL gTLDs; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## 13. ALLOCATION OF DOMAIN NAME

The Registry may allocate domain names via the following mechanisms: First-Come, First-Served; Request for Proposal; and Registry Designated; in accordance with the Registry Rules, as described below. The Registry does not provide pre-registration or reservation of domain names.

- (i) **First-Come, First-Served (FCFS):** The domain name is awarded to the first eligible Registrant (i.e., the first party to file a request for registration) for the Domain Name. The Registry's mere acceptance of registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval by Registry of a Registrant's eligibility and the eligibility of the Application and subsequent allocation of the request domain name by a Registrar (or the Registry, where appropriate) to the Registrant.
- (ii) **Request for Proposal (RFP):** Registry will accept proposals from Registrants for innovative uses of any reserved domain name. 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 Registrant that chooses to submit or participate in any RFP. Registry is not bound to select a winner among RFP respondents, any may hold the domain name for future allocation.
- (iii) **Registry Designated:** Registry may activate and allocate to itself or third-parties certain domain names as allowed under the Registry Agreement.

There are no proprietary rights in the Domain Name System. A Registrant does not "own" a domain name. Instead the Registrant holds a license to use a domain name, for a specified period of time and under certain terms and conditions.



#### **14. LIMITATION ON REGISTRATION / DOMAIN NAME LICENCES**

There is no restriction on the number of domain names any Registrant may hold. The Registrant may further license the use of the domain name to any third parties provided that the Registrant enters into an agreement with such third parties on the terms not less onerous than its obligations under the Registry Rules.

#### **15. PROTECTION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

The Registry will implement all rights protection measures as required by ICANN in clause 2.8 of the Registry Agreement, including the use of the Uniform Rapid Suspension (URS) procedure, and Uniform Domain Name Dispute Resolution Policy (UDRP).

#### **16. TERM OF REGISTRATION / RENEWAL**

All gTLD applications must specify the desired registration period (the “Term”). It is the obligation of the Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

##### Initial term of registration:

A domain name can be registered for a period between one (1) to ten (10) years.

##### Renewal of registration:

- (i) The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the domain name does not exceed ten (10) years at any time.
- (ii) Upon change of sponsorship of the domain name from one Registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the registered domain name will be extended by one year, provided that the maximum term of registration at any time does not exceed ten (10) years.
- (iii) The change of sponsorship of the registration of a domain name from one Registrar to another, accordingly to Part B of the ICANN Policy on Transfer of Registrations between Registrars will not result in the extension of the term of registration.

##### Cancellation of registration:

The Registrant may cancel a domain name registration at any time by submitting its request in writing with the Registrar.

##### Auto-renewal:

Upon expiry of the domain name, the Registry will auto-renew the domain name for a one year term (1) year term unless the Registrant submits its intention not to renew the domain name.

The Registry will implement the business rules for the renewal of domain names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

Pricing:

The Registry reserves the right to adjust registry-level pricing for domain names in the .ALIBABA .ALIPAY .TAOBAO .TMALL gTLDs from time in its sole discretion in accordance with ICANN policies, rules and regulations.

## **17. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a domain name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **18. CHANGE OF REGISTRAR**

If the agreement between the Registry and the Registrar is terminated and if the Registrar has not transferred its domain name portfolio to another Registrar, the Registry will notify affected Registrants. The Registrants must select a new Registrar within one (1) month following such notice from the Registry. If the Registrant fails to appoint a new Registrar within the timeframe set out above, the Registry may suspend the Domain Name.

If the Registrant wishes to change the Registrar, the Registrant must obtain the auth-info code from the Registrant's current Registrar, and request a transfer through the gaining Registrar in compliance with ICANN's Inter-Registrar transfer policy.

## **19. PRIVACY AND DATA PROTECTION**

By registering a domain name, the registrant authorizes the Registry and/or Registrar to process personal information and other data required for the operation of the .ALIBABA .ALIPAY .TAOBAO .TMALL gTLDs. The Registry and/or Registrar will only use the data for the operation of the .ALIPAY .TAOBAO .TMALL gTLDs including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

## **20. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the domain name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the domain name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **21. PRICING / PAYMENT**

The Registry will provide Registrars with 30 days' notice of any price change for new registrations, and 180 days advance notice of any price change for renewals in accordance with clause 2.10 of the Registry Agreement.

## **22. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the domain name.

## **23. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

## **24. AMENDMENTS**

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

## 25. DEFINITIONS

**Affiliate** has the same meaning as defined in the Registry Agreement.

**Domain Name** means a domain name registered directly under the .ALIBABA .ALIPAY .TAOBAO .TMALL gTLDs or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar or MIIT accredited registrar which enters into and is in compliance with the Registry-Registrar Agreement for the .ALIBABA .ALIPAY .TAOBAO .TMALL gTLDs, and which provides domain name registration services to Registrants;

**Registry or Registry Operator** means Alibaba Group Holding Limited;

**Registry Agreement** means the agreement between Alibaba Group Holding Limited and ICANN;

**Registry Rules** mean:

- (i) This Registration Policy; and
- (ii) Registration terms and conditions agreed between the Registry and Registrant for registration of a domain name; and
- (iii) Any Rules and Regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a domain name registration or who has requested or applied for the registration of a domain name.