

Domain Name Registration Policies

(Version 1.3 June 10, 2014)

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Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement ("the Registry-Registrar Agreement") with the Registry Operator and is authorized to register names in the .nagoya TLD.
Applicant	means an individual or entity that applies to register a .nagoya domain name with an Accredited Registrar.
Auction Provider	means pool.com.
Domain Name	means a name at the second level within the .nagoya TLD.
Eligible Trademark	means a registered trademark that meets the requirements described in Chapter 1 of this policy.
General Availability	means the period commencing after the launch phases during which available Domain Names can be registered on a first-come, first-served basis, under the process described in Chapter 3 of this policy.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
IDN	means Internationalized Domain Name.
Name Collision Block List	a list of names developed by ICANN for each new TLD based on ICANN analysis of DNS data maintained by the DNS Operations, Analysis, and Research Center (DNS-OARC). ICANN has determined that these names are a name collision risk, and may not be activated in the DNS until the Registry implements mitigation measures described in the ICANN Name Collision Occurrence Assessment.
Policies	means these .nagoya Domain Name Registration Policies, the Abusive Use Policy,, IDN Policy, and WHOIS Access Policy & Terms of use and any other policy pertaining to the operation of .nagoya including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Premium Name	means a Domain Name listed in the Premium Name List that may be made available for registration at a premium fee or initially reserved by the Registry to be auctioned or sold at a later date.
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the registration of a Domain Name in the .nagoya TLD.
Registrant	means the individual or entity in whose name a Domain Name is registered.
Registry	means GMO Registry, Inc.

Reserved Name	means a Domain Name listed in the Reserved Name List that is withheld from registration.
SMD File	means Signed Marked Data file. This is a file issued to trademark holders by the Trademark Clearinghouse. A valid SMD file or its contents are required to register a domain name during the Sunrise Phase.
Sunrise Phase	means the phase that occurs prior to opening .nagoya to general registration that gives trademark holders the opportunity to protect their trademarks in the .nagoya namespace. Holders of marks registered in the Trademark Clearinghouse will be entitled to submit Applications for strings that are exactly identical to the Applicant's mark, in accordance with the provisions laid down in Chapter 1 hereof;
TLD	means Top-Level Domain
Trademark Claims Notice Service	one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect throughout the Land Rush phase and for the first 90 days of General Availability. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.
Trademark Clearinghouse	A repository of trademark data that supports the protection of trademark rights in new gTLDs. Registering a trademark in the clearinghouse is a pre-requisite to Sunrise applications for all new gTLDs. The Trademark Clearinghouse also supports provision of the Trademark Claims Notice Service.
UDRP	means the Uniform Dispute Resolution Policy as described at http://www.icann.org/dndr/udrp/policy.htm.
URS	means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. the terms under which Applications can be submitted to the Registry during the launch phases of .nagoya, as well as how the Registry will deal with Domain Name Registration requests;

2. the way in which Applications will be processed and, insofar as these Applications are submitted during the Sunrise Period, validated by the Trademark Clearinghouse; and

3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .nagoya TLD, setting out the basic rules and procedures applicable to:
   - Applicants submitting an Application with the Registry;
   - the Registry;
   - the Accredited Registrars;
   - the Trademark Clearinghouse Operator; and
   - any natural person or entity interested in registering a Domain Name.

The most recent versions of the Abusive Use Policy and all other policies governing the operation of the .nagoya TLD are available on the Registry Website at http://www.gmoregistry.com, or upon request to newgtld@gmoregistry.com.

Purpose and Principles of the .nagoya TLD

.nagoya is a GeoTLD for the city of Nagoya, Japan, operated by GMO Registry, Inc. GeoTLDs are domain extensions that represent cities, states or geographic regions. All GeoTLDs are supported by their respective governments.

The purpose of .nagoya is to promote Nagoya and provide an opportunity for citizens, businesses and community groups to link their identities to the city's brand. By bringing together quality and informative content, .nagoya provides a platform to effectively deliver city information to Internet users both locally and globally. It is also an important goal for the Registry that .nagoya is operated as a trusted, safe, secure, relevant and enjoyable namespace.

Launch Phases

Phase	Length	Description
Sunrise	February 20, 2014 (12:00 JST) – April 19, 2014 (23:59 JST)	Period during which holders of Eligible Trademarks will have the opportunity to submit an Application for registration of the corresponding Domain Name in the .nagoya TLD. If more than one Applicant has submitted an Application during this phase for an identical Domain Name, the successful Applicant will be determined by Auction;
Land Rush	April 28, 2014 (12:00 JST) – June 13, 2014 (23:59 JST)	Period during which any interested party shall have the opportunity to submit one or more Applications for Domain Names that were not previously allocated during the Sunrise Phase, or otherwise reserved by the Registry. If more than one Applicant has submitted an Application during this phase for an identical Domain Name, the successful Applicant will be determined by Auction;
General Availability	June 23, 2014 (12:00 JST)	Period commencing after Land Rush where available Domain Names can be registered by any natural person or entity on a first-come, first served basis;
Trademark Claims Notice Service (Phase 1)	Throughout Land Rush and for the first 90 days of General Availability	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to trademark holder;
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*GMO Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Sunrise Phase will last for a minimum of 60 days and the Trademark Claims Notice Services (Phase 1) will be in effect for at least the duration of Land Rush and the first 90 days of General Availability. GMO Registry will provide at least 10 calendar days notice of any change to the commencement of the Sunrise phase and at least four calendar days notice of an extension of any of the Launch phases via the Registry Website.

Chapter 1. The Sunrise Phase and Trademark Claims Notice Services

1.1. Purpose and Principles

The Sunrise Phase and Trademark Claims Notice Services are rights protection mechanisms required by ICANN to support the protection of verified legal rights for Trademark holders.

The Sunrise Phase provides holders of Eligible Trademarks with the opportunity to apply for and register Domain Names that correspond with such trademarks, as set out in this Chapter.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Sunrise Phase and Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries. Registration in the Trademark Clearinghouse is mandatory for all applications for domain names during the Sunrise Phase.

1.2. Sunrise Eligibility Requirements

Only registered owners, licensees or assignees of Eligible Trademarks may participate in the Sunrise Phase. Applications to register domain names are submitted to the Registry by an Accredited Registrar who acts on behalf of the Applicant, but for its own account.

The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the criteria set out in these Policies;
- the Domain Name corresponds exactly with a trademark registered by the Applicant in the Trademark Clearinghouse;
- a valid SMD file is submitted at the time of Application;
- the Application matches a label contained within the SMD file; and
- the Domain Name is available.

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

1.3. Eligible Trademarks and Domain Name Applications

"Eligible Trademarks" may be one of the following:

- nationally or regionally or registered trademarks;
- court-validated marks; and
- marks protected by statute or treaty

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

During the Sunrise Phase, the Domain Name applied for must be an identical match to a label contained within the SMD file submitted with the Application. In addition, it is not possible to register Trademarks that contain mixed scripts (ie. a combination of IDN and non-IDN characters) during the Sunrise Phase. Domain Name Applications must also meet the syntax requirements in Chapter 3 subsection 3 of this Policy.

1.4. Validation of Sunrise Applications

Applications submitted during the Sunrise Phase are subject to validation by the Registry with the Trademark Clearinghouse, which is a condition precedent for the Registry to proceed with the registration of the Domain Name requested in the Application.

The Registry will only process complete Applications submitted with a valid SMD file.

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

1.5. Sunrise Duration, Process and Term of Registration

The Sunrise Phase will be open for 60 calendar days. The Registry may, at its discretion extend the Sunrise phase at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Phase, the Registry will validate all applications received. If an Application is successfully validated and the Registry has received no other Applications for the string, the Domain Name will be automatically allocated to the Applicant and the Registration Fee will be charged to the Registry. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction.

Domain names may be registered for 1 year during the Sunrise phase. Domain names registered during the Sunrise phase may not be transferred for 60 calendar days.

1.6 Domain Name Allocation during Sunrise

Single Applications

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

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Sunrise Phase and the Registration Fee will be charged to the Registrar.

Multiple Applications

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

The Registry shall inform the Auction Provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction Rules defined by the Auction Provider, and the Registry will award the Domain Name registration to the Applicant that prevailed at Auction.

Auction Process; Communication with Eligible Bidders; Allocation

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

An Applicant is only considered an eligible bidder for a Domain Name if its Application has passed the validation process.

Handling of Applications for Names Listed on the Name Collision Block List

Applications for names listed on the Name Collision Block List for .nagoya will be accepted by the Registry, but will not be allocated or activated in the DNS until mitigation measures described in the Name Collision Occurrence Assessment have been implemented. The Registry will make every effort to implement mitigation measures as soon as is reasonably practical. No Registration Fee will be charged until the Domain Name is activated.

1.7. Sunrise Dispute Resolution Procedures

Domain name registrations may be challenged under the Sunrise Dispute Resolution Procedures. Please refer to the Sunrise Dispute Resolution Policy and the NAF Sunrise Dispute Resolution Policy Rules available on the Registry Website.

1.8. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term
The Trademark Claims Notice Services (Phase 1) will be provided for the duration of the Land Rush Phase and for the first 90 days of General Availability. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day of General Availability and continue on an ongoing basis.

Trademark Claims Notices
When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time before accepting registration. The Claims notice MUST be provided in English, and SHOULD be provided in the language of the registrar's registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

Notice of Registered Names ("NORNs")
During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Chapter 2. The Land Rush Phase

During the Land Rush phase, subject to the provisions of these Policies, any interested party shall be entitled to submit one or more Applications for any Domain Name that has not been reserved, registered or awarded by the Registry in the context of any of the processes or phases preceding the Land Rush, and meets the technical requirements imposed by the Registry.

2.1. Land Rush Duration, Process and Term of Registration

The Land Rush phase will be open from Monday April 28, 2014 to June 13, 2014. The Registry may, at its discretion extend the Land Rush Phase at any time. Notice of any extension will be published on the Registry Website.

During the Land Rush phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with the Land Rush Application Fee.

After the close of the Land Rush Phase, in cases where only one Application in received for a Domain Name, the Domain Name will be automatically allocated to the Applicant and the Registration Fee will be charged to the Registry. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction.

Domain names are allocated in accordance with the procedures laid out in Article 2.2 of this Policy.

Domain names may be registered for 1 year during the Land Rush phase. Domain names registered during the Land Rush phase may not be transferred for 60 calendar days.

Article 2.2. Domain Name Allocation During the Land Rush Phase

Single Applications

With the exception of Domain Names that are Reserved Names or registered Domain Names, Domain Names that receive only one Application during the Land Rush phase will be allocated to the respective Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Land Rush Phase and the Registration Fee will be charged to the Registrar.

Multiple Applications

Applications received during the Land Rush Phase will be treated as received at the same time, being the close of the Land Rush Phase. If more than one Application for an available Domain Name has been received during the Land Rush Phase, the relevant Applicants will be invited to an auction for that Domain Name. Bidding is open to Applications received during the Land Rush Phase only.

The Registry shall inform the Auction Provider of the Domain Name and its corresponding Applications. Auctions will be conducted in accordance with the Auction Rules defined by the

Auction Provider, and the Registry will award the Domain Name registration to the Applicant that prevailed at Auction.

Auction Process; Communication with Eligible Bidders; Allocation

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

An Applicant is only considered an eligible bidder for a Domain Name if its Application has been accepted by the Registry during the Land Rush Phase.

Chapter 3. Domain Name Registration and Allocation

3.1. Registration Eligibility

Any natural person or entity is eligible to register domain names in the .nagoya TLD. GMO Registry believes that broad registration and usage of .nagoya is essential to the goal of promoting Nagoya as a brand and building a platform for the effective delivery of Nagoya related information to Internet users worldwide.

3.2. Domain Name Allocation

During the Sunrise and Land Rush phases, Domain Names are allocated in accordance with the procedures described in subsections 1.6 and 2.2 respectively.

After completion of the launch phases, the .Nagoya TLD will move into the General Availability phase. During General Availability, with the exception of Domain Names that are reserved or have already been registered, any Domain Name that meets the technical requirements imposed by the Registry, may be registered by any interested party.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

The date for the commencement of General Availability is subject to change, and Domain Name registrations will not be effected on a first-come-first-serve basis until after General Availability opens, irrespective of whatever date may have been previously published.

3.3. Domain Name Syntax Requirements; Reserved Names; Premium Names

Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen (“-”);
- the Domain Name cannot have two consecutive hyphens (“--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

Syntax Requirements for IDN Domain Names

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

Available languages/scripts, IDN tables and variant policy are defined separately in the GMO Registry IDN policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with the .nagoya Registry Agreement.

The names of wards, cities, towns and villages in Nagoya, strings related to tourism and transportation in Nagoya, and other names related to the public interest will be reserved initially. These names may be released and used to promote Nagoya prefecture and activate the economy, industries and culture of Nagoya. The list of reserved domain names shall be revised upon request of the government of the City of Nagoya. Names reserved by the Registry are described in the Reserved Names List. This list is subject to revision at the Registry’s discretion.

Premium Names

We may, at our discretion, reserve certain domain names that will be made available for registration, either at a fixed premium price or by Auction at a schedule to be determined by the Registry.

Article 3.4. Term of Registration

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

Article 3.5. Abusive Use and Dispute Resolution

UDRP
All domain name registrations in .nagoya are subject to UDRP.

URS
The URS System is applicable to all .nagoya registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

Abusive Use Policy
Abusive use policy and dispute resolution procedures are provided for separately in the Abusive Use and Dispute Resolution Policy available on the Registry Website or on request to newgtld@gmoregistry.com.

Chapter 4. General Provisions

4.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

Registrants shall be required to comply with any registration policy amendments within 90 days.

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

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

4.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no

greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

4.3. Representations and Warranties

When submitting an Application during the Sunrise Phase, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the Eligible Trademark registered in the Trademark Clearinghouse that corresponds to the SMD file submitted with the Sunrise Application, or is the assignee, or is a licensee, or is duly authorized by the holder of the Eligible Trademark to use that Eligible Trademark as the basis of the Sunrise Application;

- the Eligible Trademark mentioned in the Application is, on the date on which the Trademark is registered in the Trademark Clearinghouse, a legally valid, registered and Eligible Trademark;

- the Application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose.

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.

- it shall participate in good faith in any proceedings described in the .nagoya Abusive Use and Dispute Resolution Policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

4.3.5. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

Article 4.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided to the Registry in Article 1 above. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

Article 4.5. Severability

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

Article 4.6. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 4.7. Compliance with Law

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

Article 4.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 4.9. Applicable Law; Jurisdiction

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.

VERSION HISTORY

Version 1.1
Release date: January 30, 2014

Changes:
1. Launch schedule dates and times added
2. Revision of policy names (this was due to a revision in how policy is broken down into different documents)
3. Requirement that Trademarks be registered before June 12, 2012 is removed.
4. Requirement that domains cannot be deleted or renewed for the first 60 days after Sunrise/Land Rush registration is removed.

Version 1.2
Release date: February 17, 2014

Changes:
1. Sunrise opening time changed to 12:00pm JST (page 6)

Version 1.3
Release date: June 10, 2014

Changes:

1. The following requirement added to Chapter 4.1
Registrants shall be required to comply with any registration policy amendments within 90 days.