.Hair, .Skin & .Beauty

Sunrise Dispute Resolution Policy

This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreements for the .Hair, .Skin and .Beauty TLDs (the "TLDs"). This SDRP is effective as of November 1, 2020. An SDRP Complaint may be filed against a domain name registered during the applicable TLD sunrise period (each a "Sunrise Period"), until thirty (30) days after the conclusion of the Sunrise Period. The registry operator for the TLDs is XYZ.COM LLC ("Registry Operator").

1. Purpose

Domain names in the TLDs can be registered by third parties or reserved by the Registry. This SDRP describes the process and standards that will be applied to resolve challenges alleging that a domain name has been registered in violation of the Registry's SDRP criteria. This SDRP will not be applied to Registry-reserved names in a TLD.

2. Applicable Disputes

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

a. Improper Sunrise Registration-Trademarks

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; or
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.

b. SDRP Effective Dates.

Any SDRP claim brought under this SDRP for domain names registered in the TLD shall be brought before the 30th day after the close of the TLD Sunrise Period.

3. Evidence and Defenses

a. Evidence

Panelists will review the Registry's Sunrise Criteria, allocation requirements, or community-based eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its 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 sole remedy for a Complaint filed under SDRP 2(a) shall be cancellation of the registration and return of the cancelled domain name to the pool of available names available for registration in the TLD. If the Complainant independently qualifies to register the domain name, either as a regular or defensive/blocking registrant, such application may be made to the Registry, or registrar, as applicable.

In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

5. Procedure

a. Initiating a Dispute and Internal Review

Prior to initiating a dispute under this SDRP, potential Complainants must submit complaints under this SDRP ("Complaints") to the Registry via email to abuse[at]gen.xyz with a cc to gc[at]xyz.xyz. (The "Complainant" is a person or entity that makes a complaint as per this SDRP.)

When possible, the Registry may attempt to resolve the issue internally without charge. Especially in the case that the matter is more appropriately dealt with by the TMCH, it will advise the potential Complainant accordingly. If the complaint relates to a registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge. In the event the Registry is unable to resolve the dispute, it will notify the potential Complainant of the escalation of the Complaint and the appointment of an Expert, as defined in Section 8.

b. Requirements for Complaints

Complaints shall be in English and shall be limited to 1000 words and no more than five annexes constituting no more than 50 pages in total. Complaints shall specify by particular reference to the paragraphs of this SDRP the basis for the Complaint. In the event the Complainant believes it requires a greater word, annex, or page limit, the Complainant may request leave to file additional material. No additional material may be filed or will be considered without grant of such leave by the Expert (defined below).

The Complaint shall particularly identify a factual basis for a reasonable belief for each of the allegations therein. Mere lack of knowledge or conclusory allegations shall not constitute a reasonable belief, in the absence of evidence of due diligence to support the allegations of the Complaint.

The Complaint shall contain the following certification:

> "Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Respondent and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Complainant certifies that the information contained in this complaint is to the best of Complainant'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 the SDRP and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

c. Response Procedure

A response under this SDRP ("Response") may be submitted to the Registry within 30 days of notification ("Response Period") by the respondent of the Complaint ("Respondent"). The Response shall be limited to 1000 words and no more than five annexes constituting no more than 50 pages in total, and may dispute the allegations of the Complaint as appropriate. In the event the Registrant believes it requires a greater word, annex, or page limit, the Registrant may request, in the Response, leave to file additional material. In the event the Respondent believes it requires a greater word, annex, or page limit, the Complainant may request leave to file additional material.

Absence of a Response shall not constitute an admission by the Registrant as to any allegation of the Complaint.

The Response shall include the following certification:

> "Respondent agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the Complainant and waives all such claims and remedies against (a) the Evaluator, (b) the registrar, (c) the Registry, its directors, officers, employees, affiliates and agents, and (d) ICANN as well as their directors, officers, employees and agents. Respondent certifies that the information contained in this response is to the best of Respondent's knowledge complete and accurate and that the assertions in this

response are warranted under this SDRP and under applicable law, as it now exists or as it may be extended by a good faith and reasonable argument."

d. Payment and Appointed Expert

Within 10 business days of the close of the 30 day Response Period, the Complainant will be contacted to ensure they wish to proceed and to facilitate the payment of the $700 fee. All complaints proceeding to expert evaluation will be referred to one of the following eligible parties (the "Expert"):

1) A licensed attorney with at least ten years experience in intellectual property law including: either the conduct of at least 100 domain name dispute proceedings under ICANN or ccTLD domain name dispute resolution policies or a panelist listed by an accredited ICANN UDRP provider, and who has agreed to decide disputes under this SDRP at a total cost of no more than US $500.

2) A dispute resolution provider organization maintaining a roster of evaluators possessing the qualifications noted in subsection 1), and who has agreed to decide disputes under this SDRP at a total cost of no more than US $500.

e. Implementation of Decision

Any domain names in the TLD involved in the proceedings described above will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The Registry will implement the decision after 10 business days, in the absence of notice to the Registry of an action filed by the Complainant or the Respondent in the jurisdiction of (a) the Registry, (b) the Registrant, or (b) the stated jurisdiction of the registration agreement, whereupon implementation of the Decision will be determined by the relevant litigation provisions of the Uniform Domain Name Dispute Resolution Policy. If the Registry receives such notice within the ten day period, it will not implement the decision, and will take no further action, until the Registry receives (i) satisfactory evidence of a resolution between the parties; (ii) satisfactory evidence that the lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing the lawsuit or ordering that a party/parties have no right to the domain name(s) in dispute.

If the Expert finds that the Complaint succeeds, the Registry in its discretion shall determine the most appropriate remedy for the parties consistent with the decision of the Expert. This may include but is not limited to: revocation or cancellation of the disputed domain name(s) without refund of any fees collected; transfer of domain name(s) to the Complainant, provided that the Complainant agrees to the same terms as required for registration in the relevant TLD.

In the event that a complaint under this SDRP is not upheld, the disputed domain(s) will be retained by the Respondent and any lock in place will be lifted.

f. Decisions

(i) The Expert may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Expert deems appropriate; and

(ii) the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained

6. Maintaining the Status Quo

During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

7. Indemnification / Hold Harmless

The parties shall hold the registrar, the Registry, the Expert, and ICANN harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the ICANN, or the Expert as a party or otherwise include the registrar, the Registry, the ICANN, or the Expert in any judicial proceeding relating to the dispute or the administration of the SDRP. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the expert and ICANN 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, ICANN, the Expert 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. 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 charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

9. Effect of Other Proceedings

The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in 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. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective; 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.