XYZ®

DOMAIN NAME POLICIES

Version 2.0

Contents

1. Introduction and Purpose

These XYZ Domain Name Policies ("Policies") describe the rules that govern the registration of domain names in the top-level domains ("TLDs") operated by XYZ.COM LLC ("Registry Operator"). A current list of these TLDs can be found at http://xyz.xyz (excluding .car, .cars and .auto). This document proscribes certain protections to the various entities described in this document, complies with ICANN's requirements for the TLD and describes the rules governing Registrants and Registrars in relation to the TLD. By agreeing to these Policies, you also agree to any launch policies or security requirements located on the relevant Registry Websites at the time you agree to these policies.

These Policies apply to:
- Persons or entities submitting an Application (defined below),
- Registrants and
- Registrars.

2.   Definitions

In this document:

"Accredited Registrar" or "Registrar" means a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

"Allocation" means the method by which a domain name is created and assigned to an Applicant, "Allocated" shall have a corresponding meaning.

"Applicant" means a natural person, company or organization in whose name an Application is submitted.

"Application" means the complete and technically correct request for the registration or renewal of a domain name, which complies with this policy and any other policy issued by us or ICANN.

"Available Names" means names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to the Registry's receipt of a Registration Request.

"CentralNic Registrar Console" means the console provided by CentralNic available at https://registrar-console.centralnic.com.

"Domain Names" or "XYZ Names" or "Names" means second-level domain names under one of the TLDs.

"ICANN" means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

"ICANN Requirements" means the Registry's obligations under the Registry Agreement between Registry and ICANN dated December 5, 2013, as it may be subsequently modified or amended, and all ICANN Consensus Policies applicable to the TLDs.

"Registrant" is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the relevant TLD.

"Registration" means a XYZ name that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement for registration during a specified term.

"Registration Request" is an application submitted by an Accredited Registrar on behalf of an Applicant to register a Name.

"Registry" or "Registry Operator" is XYZ.COM LLC.

"Registrar" means an entity that is authorized to offer domain name registration services in relation to the TLD.

"Registry Policies" means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website.

"Registry-Registrar Agreement" is the agreement between Registry and Accredited Registrars, as amended from time to time.

"Registry Reserved Names" are names that the Registry Operator has reserved from registration by third parties.

"Registry System" means the system maintained by the Registry or its technical providers to operate the TLDs.

"Registry Website" means http://nic.[TLD], whereby [TLD] should be filled in with the relevant TLD.

"Service" means the services that we provide in relation to the TLD.

"TLDs" or "TLD" means the top-level domains or one of the top-level domains operated by Registry Operator, a full list of which can be found at http://xyz.xyz.

"We," "us" and "our" means XYZ.COM LLC, the Registry Operator of the TLDs.

3.   General Provisions

3.1   Registration of XYZ Domain Names

Registration Requests for XYZ domain names may be submitted only by an Accredited Registrar.

Available Names will be allocated via Accredited Registrars on a first-come, first-served basis subject to the Registry Policies and ICANN Requirements.

The Registry will not accept a Registration Request for a Name unless it meets the following technical and syntax requirements:

1. if ASCII, consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
2. if non-ASCII (e.g., IDN), consist of language scripts offered by the Registry (as specified on the Registry Website;
3. not begin or end with a hyphen;
4. not exceed 63 characters;
5. contains at least one character;
6. and not contain two or more consecutive hyphens, except where they appear in the 3rd and 4th positions, when preceded by "xn";

The Registry may impose further syntax and technical requirements as necessary for the operation of IDNs in the TLD.

The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration under the following criteria:

1. to enforce Registry Policies and ICANN Requirements, each as amended from time to time;
2. that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
3. to protect the integrity and stability of the Registry System, its operations, and the TLD;
4. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider;
5. 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, service providers and stockholders;
6. to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
7. as otherwise provided in the Registry-Registrar Agreement and/or any other applicable Agreement.

3.2   Requirements for Application

Unless otherwise specified in the policies for any specific XYZ TLD, there are no eligibility restrictions or prerequisites limiting which Applicants may apply for XYZ Names.

By submitting an Application, the Applicant acknowledges that the Application, and if successful the subsequent Allocation of the domain name, are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties. Applicants must supply all necessary information regarding a domain name that may be required by Registry Operator, as described in these Policies or any other applicable policy of Registry Operator.

3.3   Term

Names 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 Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the 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.

3.4   Availability of Domain Names

The Registry has reserved certain names from registration in the TLDs ("Registry Reserved Names"). The Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies. Registry Reserved Names will ordinarily not be posted. The Registry may allocate these names from time to time in its discretion via (i) request for proposal; (ii) auction; (iii) premium domain sales; and/or (iv) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

3.5   Representations and Warranties

All Applications for domain names and registrations are subject to our policies and policies, procedures and requirements as issued by ICANN. The Registry Operator's policy documents can be found at the Registry Website.

Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant represents and warrants that:
● it has the authority to make an Application;
● its registration of the desired domain name will not violate any applicable laws;
● it will not use its domain name in violation of any applicable laws;
● the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate; and
● any information the Applicant may have provided to the TMCH Claims Operator is true and correct.

The Applicant and the Registrar understands and acknowledges:

- that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- as further described in these Policies, registry maintains broad discretion to transfer, delete, lock, suspend, or otherwise take action against any name that is abusive or violates applicable law or the rights of any third parties;
- that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process; and
- Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of ICANN or Registry policies.

By submitting an Application for a domain name the Applicant and the Registrar agree:

- to be subject to these Policies and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;
- to indemnify and keep us (including our employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with its breach of any policy or agreement that it may have with Registry Operator;
- there is no guarantee that the Applicant will be allocated the domain names requested in the application; and
- the Registry takes no responsibility for any mistakes on the Application including misspellings, errors in processing or payment.

3.6 Measures for Letter/Letter Two-Character ASCII Labels to Avoid Confusion with Corresponding Country Codes

Without limiting any other agreement or policy, by submitting an Application for a letter/letter two-character ASCII label domain name an Applicant represents and warrants that: Applicant 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. If an Applicant violates the foregoing warranty, the relevant domain name will be deemed Abusive and will be treated in accordance with the Registry's Acceptable Use and Anti-Abuse Policy.

The Applicant and the Registrar understands and acknowledges that: (i) Registry Operator shall 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 ACSCII domain and (ii) In responding to

such reports, Registry Operator will not be required to take any action in contravention of applicable law.

4.   Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including the Uniform Domain Name Dispute Resolution Policy (http://www.icann.org/en/help/dndr/udrp), Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs), and Transfer Dispute Resolution Policy (http://www.icann.org/en/help/dndr/tdrp).

5.   WHOIS Access Policy

5.1   Dissemination of Domain Registration Information:

XYZ.COM LLC ("Registry Operator") is required to collect and provide domain name registration information ("Whois Data") for a variety of purposes. Registry Operator provides access to Whois Data through a standard text-based network protocol on Port 43. Whois Data can also be accessed on the Registry Website using a standard web interface at the Registry Website. Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission. Access to Whois Data in the Registry Operator's database is provided to assist in determining the contents of a domain name's registration record. Whois Data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the registrant. It also identifies nameserver delegation and the domain name's registrar of record.

The data in this record is provided for informational purposes only; Registry Operator does not guarantee Whois Data accuracy. This service is intended only for query-based access. By submitting a Whois query to Registry Operator, you agree to abide by this Whois Access Policy (this "Policy"). Registry Operator reserves the right to modify this Policy at any time and with ninety (90) days prior written notice. Any revisions will be posted on the Registry website and/or on the CentralNic Registrar Console.

5.2   Security and Stability Considerations

Abuse of the Registry Operator's Whois system through data mining is be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorized parties will be limited and unauthorized queries may result in responses that do not include data sets representing significant portions of the registration database.

In addition, the Registry Operator's Whois web interface may add a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

Registry Operator will employ a blacklist to block access to Whois Data by those found to violate this Policy or any Registry Operator policy. At Registry Operator's sole and complete discretion, individual Internet protocol ("IP") addresses or IP ranges may be prevented from accessing Whois Data.

5.3   Terms of Use

By accessing Whois Data from the Registry Operator, you agree that you will use the Whois Data only for lawful purposes and that under no circumstances will you use the Whois Data to:
  ● allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of

mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);

- enable high volume, automated, electronic processes that send queries or data to the systems of the Registry Operator or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations; or
- collect or attempt to collect the majority or entirety of the Whois database contents.

Users who collect Whois Data by any of the above purposes are prohibited from publishing such Whois Data.

When using the Registry Operator's Whois service, consider the following:
- The Whois service is not a replacement for standard EPP commands;
- Whois Data is not considered authoritative for registered domain objects;
- The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods.
- Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the Registry Operator's searchable Whois service is available on the Registry Website.

Information regarding Whois policy generally and educational materials is available on ICANN's website at http://whois.icann.org.

6 Acceptable Use and Anti-Abuse Policy

XYZ.COM LLC ("Registry Operator") is committed to the stable and secure operation of the TLDs. Abusive use of Domain Names creates security and stability issues for registries, registrars and registrants - as well as for users of the Internet in general. Accordingly, the Registry Operator requires that Domain Names in its TLDs adhere to this Acceptable Use and Anti-Abuse Policy ("AUP").

Registry Operator may address abusive behavior in its TLDs consistent with this AUP. Registry Operator provides an abuse point of contact through an e-mail address posted on the Registry Website. This e-mail address will allow multiple staff members to monitor and address abuse reports. Registry Operator also provides a web form for complaints on its website. Registry Operator reserves the right, at its sole discretion and at any time and without limitation, to deny, suspend, cancel, redirect, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary for any of the following reasons:

- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- to avoid any liability, civil or criminal, on the part of Registry Operator, its affiliates, subsidiaries, officers, directors, contracted parties, agents, or employees;
- to comply with the terms of the applicable registration agreement and Registry Operator's policies;
- where registrant fails to keep Whois information accurate or up-to-date;
- domain name use is abusive or violates the AUP, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;
- to correct mistakes made by a registry operator or any registrar in connection with a domain name registration; or
- as needed during resolution of a dispute.

Abusive use of a domain is described as an illegal, disruptive, malicious, or fraudulent action and includes, without limitation, the following:

- any violation of any party's intellectual property rights, including, but not limited to, trademark, copyright, patent or trade secret;
- distribution of malware;
- dissemination of software designed to infiltrate or damage a computer system without the owner's' informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- DNS hijacking or poisoning;
- spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging spam, and the spamming of Internet forums; botnets, including malicious fast-flux

hosting; denial-of-service attacks;

- child pornography or any images of child abuse;
- promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; or
- illegal access of computers or networks.

7. DNSSEC Practice Statement

Registry functions for the TLDs are supported by CentralNic Ltd. For information on its DNSSEC practices, please see the CentralNic DPS, located at
https://www.centralnic.com/pdfs/DPS%20v1.1.0.pdf.

8.   Privacy Policy

The Registry Operator is committed to protecting the privacy of those who register domain names ("Registrants") and make use of its Internet domain name registry services (the "Services"). The Registry Operator will handle Personal Data provided to it by registrars and Registrants in accordance with this privacy policy ("Privacy Policy").

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. BY ACCESSING OR USING THE SERVICES, YOU ALSO EXPRESSLY AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE OR ABOVE THE AGE OF MAJORITY IN YOUR COUNTRY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

The Registry Operator reserves the right to modify this Privacy Policy from time to time without notice, such changes will be available on the Registry website. Each time you access or use the Services, you will be bound by the then effective Privacy Policy. Continued use of a Domain Name constitutes access or use of the Services.

External Websites

The Registry website and the Services may contain links to external websites. The Registry Operator is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and we do not accept any responsibility or liability for these policies. Please check these policies before you submit any Personal Data to their websites.

Use of the Internet

The transmission of information via the Internet is not completely secure. Further, communicating via the Internet and other electronic means necessarily involves personal information passing through or being handled by third parties such as Internet service providers. Although the Registry Operator will do its best to protect Personal Data, the Registry Operator cannot guarantee the security of the information transmitted and any transmission of information is at your own risk.

Information Collected and Whois Service

The Registry Operator collects certain data from its contracted registrars. Such data includes domain name registration information provided by Registrants to registrars, including, but not limited to: registered domain name, nameserver delegation, Registrant name, contact name, address, phone number, email address, and IP address ("Whois Data"). While the Registry Operator will comply with all requirements related to the accuracy of Whois Data under

its registry agreements with the Internet Corporation for Assigned Names and Numbers ("ICANN"), the Registry Operator cannot guarantee that all Personal Data received is accurate or up-to-date and will not, therefore, be responsible for any inaccuracies.

To support the security of the Internet and ensure continuity in service, the Registry Operator is required to maintain a service that provides Whois Data (the "Whois Service"). The Whois Service is available to any Internet user, and its use does not require prior authorization or permission. For example, the Whois Service discloses Whois Data to third parties to ascertain the Registrant or the registrar of a domain in cases of (i) technical problems that might occur when accessing its domain; (ii) assisting law enforcement authorities in investigations, crime prevention, and matters of national security; (iii) helping to counter the infringement of third-party legal rights; (iv) preventing fraud; and (v) other lawful queries. In essence, Registrant Whois Data is publicly available upon request. In case of a registrar's failure, loss of registrar accreditation, court order, or other emergency event that prompts the temporary or definitive transfer of domain names from one registrar to another registrar, the Registry Operatormay provide ICANN or another third party with Whois Data. More information on the Whois Service is available in the Acceptable Use and AntiAbuse Policy and Whois Access Policy, both available on the the Registry website.

<u>Other Use of and Access to Personal Data</u>

The Registry Operator shall take reasonable steps to protect Personal Data collected from loss, misuse, unauthorized disclosure, alteration, or destruction. Personal Data is limited to data supplied to the Registry Operator during the registration process. Personal Data supplied to the Registry Operator will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of the Registry Operator or a Registry Operator affiliate, except when the Registry Operator has express or implied permission or under special circumstances, such as when the Registry Operator believes in good faith that disclosure is reasonably necessary to (i) comply with legal processes; (ii) enforce or comply with agreements between the Registry Operator and ICANN; (iii) enforce or comply with agreements between the Registry Operator and registrars; (iv) comply with policies adopted from time to time by the Registry Operator and posted under "Policies" on the the Registry Operator website; or (v) protect the rights, property, or personal safety of the Registry Operator, its contracted parties, customers, or the public.

The Registry Operator may share zone file data (such as domain names and name servers) to third parties for lawful purposes. The Registry Operator may also share Personal Data with vendors, escrow agents, consultants and other service providers ("Service Providers") engaged by or working with The Registry Operator and who need access to such information to carry out their work for the Registry Operator. The Registry Operator is not responsible for the actions of Service Providers or other third parties, nor is the Registry Operator responsible for any additional information provided directly to these Service Providers or other third parties by registrars or Registrants.

The Registry Operator may from time to time use data submitted by registrars for statistical analysis, provided that any such analysis will not disclose individual non-public Personal Data and such non-public Personal Data only is used for internal business purposes.

Protection of Personal Data

The Registry Operator has endeavored to put into place and maintain reasonable security measures in an effort to protect the security of non-public personal information while it is under the Registry Operator' control. Please be aware, however, that despite the Registry Operator's best efforts, no security measures are perfect or impenetrable.

Transfer of Ownership

We reserve the right to transfer ownership of the Registry Operator, its subsidiaries, or the Services (including the Personal Data collected by the Registry Operator) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of us, a subsidiary or line of business associated with the Registry Operator. Such a transaction may involve the disclosure of Personal Data to prospective or actual purchasers, or the receipt of it from sellers.

Contact Opt-out

Notwithstanding anything in this policy statement, the Registry Operator may notify registrars and Registrants ("Users") of new products of the Registry Operator or a third party, announcements, upgrades and updates through in-house channels or third party agents. Users may opt-out of these promotional mailings by sending an email with their name to: legal@xyz.xyz or by contacting us at the mailing address below:

XYZ.COM LLC
2121 E TROPICANA AVE, STE2
LAS VEGAS, NV 89119

The Registry Operator reserves the right to send Users email related to business practices and systems operations, such as outage notifications and quota warnings, even if the User has opted out of promotional mailings.

Governing Law

This Privacy Policy and all issues regarding this website are governed by the laws of the State of Nevada and are subject to the exclusive jurisdiction of the courts located in Clark County, Nevada.

Contacting Us

If you have any questions about this Privacy Policy or the Registry Operator's practices relating to the Services, you can contact us at the following address: legal@xyz.xyz.

9. Modification

Subject to all relevant contracts between Registry, Registrar and ICANN, Registry reserves the rights to modify these policies at its sole discretion with ninety (90) days prior written notice to Registrars.