



Make the world your domain

Big Room Inc.

.eco Registry Policies

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Introduction

These policies set out the purpose and principles of the .eco gTLD (“.eco”), expressed via its rules of registration, activation, launch, and on-going operation, including policies implementing the Eco Profiles and associated Eco System (collectively, “.eco Policies”).

The term “eco” is widely recognised and globally accepted as a well-known short form meaning “not harming the environment”. The objective of .eco is to be an active expression of the “eco” goals, values and interests of the Community.

A global consensus on these policies was achieved by a representative multi-stakeholder council of Community organizations through a series of individual interviews, teleconference and in-person meetings convened from August 2009 through to October 2010, and will be updated over time through .eco Policies. This consensus has been endorsed by over 50 of the world’s leading environmental organizations and networks.

The result is a policy framework designed to foster adoption of .eco as a trusted indicator of commitment to sustainability.

The following policies will be implemented and managed by Big Room as the .eco Registry, in coordination with the Dot ECO Global Community Organization (the “.eco Organization”), as the recognized member organization for .eco and .eco Registrants.

Purpose and principles

Purpose

.Eco will:

1. allow those individuals and entities that have an affinity and commitment to sustainability to join that community by identifying themselves as such.
2. utilize the power of the internet to foster transparency, information sharing, communication and exchange of ideas to promote sustainability amongst community members and those who are exploring that opportunity.
3. provide information and resources to help expand the sustainability community by attracting and encouraging participation by entities that do not currently identify themselves as part of the community.

Principles

The Principles underpinning this Purpose are:

The Principle of Transparency and Accountability

.Eco supports and implements transparency and accountability best practice by requiring .eco Registrants to abide by the following commitments:

- maintaining an accurate Eco Profile by updating or reviewing that Eco Profile at least annually;
- linking their .eco website to their Eco Profile (if the two are separate);
- providing accurate contact information to the Registry; and
- submitting to verification of their Eco Profile if requested by the Registry.

The Principle of Inclusiveness

While there is an existing, delineated, historically significant sustainability or “eco” community, part of the purpose for .eco is to continue to be more diverse and inclusive in order to advance the concept and practice of sustainable development.

The Principle of Improvement

.Eco fosters improvement over time by recognizing that registering a .eco domain name does equate to having achieved sustainability, and that continuous efforts towards sustainable development is necessary.

Registration rules

.Eco domain 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 Registry accepts the request for registration submitted by the Registrar.

All .eco domain names:

- must consist exclusively of 26 letters of the Latin alphabet, the numbers 0-9, and hyphens;
- cannot begin or end with a hyphen;
- cannot contain hyphens in the third and fourth character positions (e.g., “zk--7b6n3j9n” or “ip--pof156j”);
- must contain at least 1 character and cannot exceed 63 characters (excluding the TLD); and
- are subject to the .eco Reserved Domain Names Policy.

ALL .ECO DOMAIN NAMES WILL BE FIRST REGISTERED WITH “SERVER HOLD” STATUS PENDING THE COMPLETION OF THE MINIMUM REQUIREMENTS OF THE ECO PROFILE, NAMELY, THE .ECO REGISTRANT AFFIRMING THEIR COMPLIANCE WITH THE .ECO ELIGIBILITY POLICY AND PLEDGING TO SUPPORT POSITIVE CHANGE FOR THE PLANET AND TO BE HONEST WHEN SHARING INFORMATION ON THEIR ENVIRONMENTAL ACTIONS. WHEN THESE STEPS HAVE BEEN TAKEN THE .ECO DOMAIN WILL BE IMMEDIATELY ACTIVATED BY THE REGISTRY.

PROXY AND PRIVACY REGISTRATIONS ARE PERMITTED; HOWEVER TO ACTIVATE A .ECO DOMAIN NAME THE .ECO REGISTRANT WILL HAVE TO SUBMIT (AND MAINTAIN) A PUBLIC ECO PROFILE WHICH INCLUDES ACCURATE .ECO REGISTRANT DATA OR, IN THE ALTERNATIVE, ACCURATE .ECO USER DATA IN LINE WITH .ECO PROFILE POLICY.

The Registry will not implement IDNs at this current time but reserves all rights to do so at a later date.

Reserved names policy

The Registry may reserve (e.g. withhold from registration or allocate to itself), restrict, or block certain domain names from registration (“Reserved List”). The Registry may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:

- names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry’s strategic partners;
- names of a controversial nature, e.g. those on green-washing watch lists, as defined by the Registry;
- names reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the .eco Registry Agreement;
- premium names including generic names and key words for later release by the Registry;
- names that are temporarily unavailable due to processing delays from Sunrise or pending verification, or for other reasons; and
- names reserved for its Keyword Grants and Qualified Launch Program (“QLP”) as described below:

Keyword Grants

The .eco Organization will approve a list of community-priority keyword .eco domain names and will work with the Registry to develop a granting program for them (Keyword Grants). .Eco names allocated under this program will be licensed to the grantees for an agreed term. All such names will be reviewed by the Registry at minimum every two years against their respective use plans.

Qualified Launch Program (“QLP”)

The Registry is offering a QLP (also referred to by the Registry as its .eco Champions Program) in accordance and compliance with the provisions set forth in the Qualified Launch Program Addendum published by ICANN on April 10, 2014 wherein certain domain names may be reserved or allocated to third parties during the Registry’s Sunrise Period pursuant to Section 4.5.1 of the TMCH Rights Protection Mechanism Requirements. The Registry offers this priority access to its domains for Registrants intending to showcase .eco domain names.

As with every .eco domain name, .eco licensees in the case of the Keyword Grants or Registrants in the case of the QLP must agree to abide by all .eco Policies including the .eco Eligibility and .eco Acceptable Use Policies.

Registration of letter/letter two-character ASCII labels policy

Registration Policy

Registrants of a letter/letter two-character ASCII label .eco domain name represent that they 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 where such affiliation, sponsorship or endorsement does not exist.

Post-Registration Complaint Investigation

The Registry 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 ASCII domain name. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

Exclusive Availability Pre-Registration Period

The Registry reserves the right to implement a 30-day period in which registration of letter/letter two-character ASCII labels that are country codes, as specified in the ISO 3166-1 alpha-2 standard, will be made exclusively available to the applicable country-code manager or government. All registrations will remain subject to compliance with all other requirements in the Registry Agreement, such as community TLD policies pursuant to Specification 12 of the Registry's Registry Agreement, or the Trademark Clearinghouse Rights Protection Mechanism Requirements. If the Registry, in its sole discretion, does implement such an Exclusive Availability Pre-Registration Period, the Registry commits to affirmatively reaching out to those country-code managers and governments to provide notice of the Exclusive Availability Pre-Registration Period, including dates and registration process.

Eligibility policy

In line with .eco Purpose and Principles, all .eco domain names will be registered with “Server Hold” status until the Registrant affirms their Eligibility (as defined by this .eco Eligibility Policy) when completing their Eco Profile.

Once a Registrar submits a .eco domain name registration request to the Registry, the Registry will contact the Registrant by email (with a copy to the Registrant’s Registrar) inviting them to complete an Eco Profile affirming their Eligibility OR where a different person or entity is using the .eco domain name (typically where the domain name owner is different from the website owner), the Eligibility of the User. Affirming Eligibility forms part of the Minimum Requirements for completion of the Eco Profile and Activation of a .eco domain name.

Eligibility through Membership of the .eco Organization:

The Dot ECO Global Community Organization (“the “.eco Organization”) is incorporated under the Canada Not-for-profit Corporations Act. The .eco Organization is the representative body of the global environmental community (the “Community”) in relation to .eco. It supports the Community’s goals of transparency, inclusiveness and improvement, and the management of .eco for the long-term benefit of the Community.

During the creation of a .eco Profile all .eco Registrants will be offered free membership in the .eco Organization. According to its bylaws, membership in the .eco Organization is open to entities and natural persons that are committed to a respectful, responsible and sustainable use of the environment.

Membership of the .eco Organization confers Eligibility upon .eco Registrants. The .eco Organization falls within Eligibility Category 1(a) below and provides access to business entities through Eligibility Category 2(a)(i) below and natural persons through Eligibility Category 4(a) below.

Other Eligibility Categories:

Organizations

- 1. Not-for-profit mission-based organizations, both small and large, that work for the good of the planet.**

Specific criteria include: a) Not-for-profit environmental organizations that affirm and can provide proof on request of their: Environmental mission/purpose and their legal status; OR, b) Accreditation as such by United Nations agencies.

2. Businesses of all sizes committed to providing products and services that encourage positive environmental change.

Specific criteria include: For-profit business entities that affirm and can provide proof on request of the following:

- a) Membership in environmental organizations and initiatives including: i) Organizations that fall under the categories in 1(a) or (b); or ii) The United Nations Global Compact; or iii) Other memberships approved by the .eco Organization
- b) Accreditation by voluntary environmental certifications, standards and reporting systems of: i) Organizations that fall under the categories in 1(a) or (b); or ii) UN member states, national and sub-national governmental bodies and entities; or iii) The International Organization for Standardization; or iv) Other certification, standards and reporting systems approved by the .eco Organization.

3. Government bodies that support sustainability through programs, infrastructure and funding amongst other policies and actions.

Specific criteria include: Governments, including environment-related departments and initiatives of UN member states, national and sub-national governmental bodies, and UN bodies.

4. People who participate in and support environmental change through membership, financial support or donating their time, as well environmental professionals who contribute to positive environmental change through their work.

Specific criteria include: Natural persons that:

- a) affirm and can provide proof on request of membership of, financial support for, volunteer time for, or accreditation by organizations within categories in 1(a) or (b); or,
- b) are holders of certified environmental professional qualifications approved by the .eco Organization; or c) are academics or scientists employed by or affiliated with recognized universities.

5. Farms and other producers of agricultural products that achieve EU organic production and labelling standards.

Specific criteria: Any entity providing evidence of full compliance with the requirements of European Union Regulation (EC) No 834/20071, shall be eligible to become a .eco Registrant.

A Commitment to Comply with Applicable Consumer Protection Laws and Regulations

Affirming eligibility also requires all .eco Registrants to acknowledge when completing their Eco Profile they will comply with applicable consumer protection laws and regulations when the word “eco” is used to describe environmental characteristics or to imply environmental benefit associated with a product or service.

Minimum requirements to activate a .eco domain registration policy

To Activate a .eco domain name (i.e., have its Registry status changed from “Server Hold” to “Delegated”), the .eco Registrant or someone duly authorised by the .eco Registrant must complete the following two (2) steps within the .eco domain name’s Eco Profile.

1. Affirm the Eligibility* of the .eco Registrant (OR where a different person or entity is using the .eco domain name, typically where the domain name owner is different from the website owner, the Eligibility of the User).

** see the .Eco Eligibility Policy*

2. Take a pledge to show their commitment to uphold the Purpose and Principles of .eco (“the Pledge”):

“I/we pledge to support positive change for the planet and to be honest when sharing information on environmental actions.

These Minimum Requirements apply to all .eco domain names, including those registered in the Sunrise Period.

Eco profile policy

In addition to affirming Eligibility for a .eco domain and taking the Pledge, the Eco Profile also provides the opportunity for a .eco Registrant (or User) to enter optional additional information about their environmental interests and activities.

.Eco Registrants (or Users) will be asked questions as part of the completion of their Eco Profile on their efforts to support environmental, goals, values and interests.

Questions will be tailored to the nature of the Eligibility of the .eco Registrant (or User) and will employ simple methods designed to foster engagement and action and minimize abandonment.

Such optional additional information will relate to topics including: the length of time the .eco Registrant (or User) has been operating; the location(s) of their activities; their “eco” interests; an environmental mission statement; etc.

Answers to these questions will be displayed on the respective .eco domain name’s Eco Profile within the Eco System.

Corresponding Eco Profiles should be accessible via a link from all websites resolving from a .eco domain name, and will also be searchable and accessible through the Eco System.

Archived versions of past Eco Profiles will also be available through the Eco System to demonstrate progress over time, in line with .eco’s Improvement Principle.

The Eco System will create a unique resource of freely available, current environmental information.

.Eco Registrants (or Users) of Activated .eco domain name are required to:

- update or review their Eco Profiles at least annually, and show continued commitment and actions toward sustainability over time;
- display environmental community-related content on and use their second-level domains under .eco and Eco Profiles in a manner that supports environmental goals, values and interests; and
- provide content on and use their .eco second-level domains and Eco Profiles in a manner that is accurate, non-deceptive, and reliable (such content and use must also encourage environmental awareness and action on sustainability).

The Registry will report annually on the Eco System to the .eco Organization.

Comments on Eco Profiles

The Eco System provides a facility for .eco Registrants, Users and other members of the public to comment on the content of Eco Profiles. .Eco Registrants (or Users) whose .eco domain name is associated with an Eco Profile will be able to control the publication of such comments. The .eco Organization will publish commenting guidelines and will be able to moderate all uses of the Eco System comment facility, and at its sole discretion delete comments, deactivate the facility, and/or block participants.

Eco profile compliance policy

Eco Profile Verification

In order to maintain the integrity of the Eco Profiles and Eco System the .eco Registry will proactively verify for compliance with the .eco Eligibility and Eco Profile Policies a proportion of the Eco Profiles of Activated .eco domain names.

.Eco Registrants and Users with Eco Profiles that the Registry has not selected for verification may through their Eco Profile request the Registry to conduct verification.

Eco Profiles that have passed verification by the Registry will publically indicate that they have passed verification by the Registry.

Registrants and Users also have the facility to publically indicate if the information in their Eco Profile has been independently verified and, if so, include details of the independent verifier and validity/expiry dates of that verification.

The Registry may notify Registrants and Users with Eco Profiles that contain data that the Registry finds during its verification to be inaccurate, misleading or in any other ways problematic; such findings being at the sole discretion of the Registry. The Registry will provide guidance by email to the Registrant or User (with a copy to the Registrant's Registrar) on curing such deficiencies and in doing so will provide at least two (2) reminders in that regard.

Third Party Complaints

The Eco System provides a facility for other .eco Registrants and Users and the public to report inaccurate, misleading or in any other ways problematic Eco Profile content to the Registry. At its sole discretion the Registry will evaluate such reports. The Registry may provide guidance by email to the respective Registrant or User (with a copy to the Registrant's Registrar) on curing such deficiencies in their Eco Profile and in doing so will provide at least two (2) reminders in that regard.

Sanctions

In the case of both Eco Profile Verification carried out by the Registry or Third Party Complaints, the Registry may place on "Server Hold" status .eco domain names with Eco Profiles that have been provided curative guidance by the Registry and after at least two (2) reminders retain deficiencies, such deficiencies being at the sole discretion of the Registry. In such cases the .eco Registrant will be notified accordingly by the Registry (with a copy to the Registrant's Registrar).

In addition, the Registry reserves the right to immediately place on “Server Hold” status .eco domain names with Eco Profiles that in its sole discretion risk causing confusion or detriment to the Registry, Registrants, Users or members of the public.

THESE SANCTIONS DO NOT LIMIT THE APPLICABILITY OF OR ANY ACTIONS AVAILABLE TO THE REGISTRY UNDER THE .ECO ACCEPTABLE USE POLICY AND IN THE EVENT OF CONFLICT BETWEEN THE .ECO ACCEPTABLE USE POLICY AND THE .ECO COMPLIANCE POLICY THE .ECO ACCEPTABLE USE POLICY WILL PREVAIL.

Community Eligibility Dispute Resolution (“CEDR”)

Registrants of .Eco domain names on “Server Hold” status as an outcome of Eco Profile Verification by the Registry or a Third Party Complaint may refer the Eco Profile Verification or Third Party Complaint, as applicable, to CEDR. Such Registrants will be provided with instructions (with a copy to the Registrant’s Registrar) on instigating CEDR.

Third Party Complainants with complaints related to Eco Profiles of Active .eco domain names (i.e. .eco domain name registrations not on “Sever Hold” status) which are not resolved to the satisfaction of the Third Party Complainant through the Third Party Complaints process may refer the Third Party Complaint to CEDR. Such Third Party Complainants will be provided with instructions on instigating CEDR.

The First Stage of CEDR

The first stage of CEDR will consist of the Registry (or a party contracted by the Registry) reviewing the relevant Eco Profile and relevant correspondence between the Registry and the .eco Registrant and/or Third Party Complainant, as applicable, and provide a report to the .eco Registrant and/or Third Party Complainant, as applicable, setting out its review of the matter and its reasoning as to why the domain will either remain on “Server Hold” or Activated status or have its status changed to “Server Hold” or Activated.

The Second/Final Stage of CEDR

If the First Stage of CEDR does not resolve the matter to the satisfaction of the .eco Registrant or the Third Party Complainant, as applicable, they will have the opportunity through the Registry with instructions provided at the time by the Registry, with a copy to the Registrant’s Registrar where applicable, to refer the matter to an independent arbiter approved and appointed by the Registry. This referral will require the payment of a fee by the referrer and the referrer must submit a written explanation to the arbiter why the referrer believes that the report and outcome from the First Stage of CEDR is incorrect. The arbiter will then issue to the referrer and the Registry its findings and guidance on the matter and the Registry will act accordingly.

The .eco Registrant and/or the Third Party Complainant, as applicable, agrees to be bound by the outcome of the Second Stage of CEDR and will have no further recourse under the .eco Policies.

The Registry reserves the exclusive right should the Second Stage of CEDR not resolve the matter to the satisfaction of the Registry to refer the matter to the .eco Organization for a final decision, which will be binding on the Registry and on the .eco Registrant and/or the Third Party Complainant, as applicable.

ALL COMPLAINTS UNDER THIS ECO PROFILE COMPLIANCE POLICY INCLUDING THOSE THAT RESULT IN CEDR OR A DECISION BY THE .ECO ORGANIZATION WILL RELATE ONLY TO THE ECO PROFILE CONTENT AND THE REGISTRY SANCTION UNDER THIS ECO PROFILE COMPLIANCE POLICY OF PLACING THE RELEVANT .ECO DOMAIN ON “SERVER HOLD”. THE REGISTRANT’S REGISTRATION AGREEMENT WITH ITS REGISTRAR IS UNRELATED AND UNAFFECTED AND REGISTRARS ARE NOT REQUIRED TO TAKE ANY ACTION BUT REGISTRARS WILL BE COPIED ON ALL RELATED CORRESPONDENCE, WHICH WILL BE BY EMAIL.

Transparency

The Registry’s process for evaluating and resolving complaints and results of disputes under this Eco Profile Compliance Policy will be made public. An annual report of all complaints and actions taken will be made available to the .eco Organization.

Domain Name Cancellation

.Eco domain names that have been on “Server Hold” status for longer than twelve (12) months either from their date of registration or after Activation due to Eco Profile Policy Sanctions or for other reasons may be subject to cancellation by the Registry. Registrants of such .eco domain names will be given at least thirty (30) and then ten (10) days’ notice by email (with a copy to the Registrant’s Registrar) requesting them to Activate the .Eco domain name and providing final curative guidance if the .eco domain name is in Server Hold status because of Eco Profile Policy Sanctions before such cancellation takes effect.

Launch plan

.Eco will launch in accordance with the following schedule:

.Eco Launch Schedule

Phase	Duration	Start Date	End Date
Sunrise	60 days	2017-02-01 16:00 UTC	2017-04-02 16:00 UTC
Closed Period	14 days	2017-04-02 16:00 UTC	2017-04-18 16:00 UTC
General Availability	Ongoing	2017-04-18 16:00 UTC	Ongoing

Sunrise policy

Scope and Timing

The Registry will offer a 60-day end date Sunrise Period. During the Sunrise Period, only holders of SMD files generated by the Trademark Clearinghouse (TMCH) or their agents are allowed to apply for .eco domain names (“Sunrise Applications”). Successful .eco domain name registrations will be allocated on “Server Hold” status to the applicants after the Sunrise Period ends.

Application Process Overview

The following process applies to Sunrise Applications:

1. SMD files submitted with Sunrise Applications are validated by the Registry.
2. Sunrise Applications missing a valid SMD file or containing an invalid SMD file will be rejected by the Registry.
3. Following the close of the Sunrise Period, .eco domain names for which a valid Sunrise Application has been received will be allocated to the applicants, provided that they:
 - a. meet the Sunrise Registration eligibility criteria described herein; and
 - b. were submitted in accordance with .eco Policies, ICANN requirements, and the Registry-Registrar Agreement.
4. If more than one successful Sunrise Applications are received for the same domain name, the Sunrise Applications will be submitted to the Sunrise Contention Auction provider.
5. The Registry will allocate the domain name to the applicant that has found to be successful further to the results of the Sunrise Contention Auction.

General availability

Upon the commencement of General Availability, available names will be allocated on a “Server Hold” status on first-come first-served basis subject to .eco Policies and ICANN requirements. A Closed Period of fourteen (14) days will precede General Availability following the end of the Sunrise Period.

Dispute policies

All Registrants agree to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including:

- a. Uniform Domain Name Dispute Policy (<http://www.icann.org/en/help/dndr/udrp>),
- b. Uniform Rapid Suspension Policy (<http://newgtlds.icann.org/en/applicants/urs>),
- c. Transfer Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/tdrp>), and
- d. Sunrise Dispute Resolution Policy
- e. Community Eligibility Dispute Resolution (CEDR)

All dispute policies will be referenced on the Registry website at <http://www.home.eco/policies>

Sunrise dispute resolution policy

This Sunrise Dispute Resolution Policy (the “SDRP”) is incorporated by reference into the Registration Agreement and the TLD Registry Policies. This SDRP is effective as of February, 1, 2017. A complaint under the SDRP (a “Complaint”) may be against a domain name registered during the .eco TLD sunrise period, no later than 90 days after Sunrise end date.

1. Purpose.

Domain names in the .eco TLD (“the TLD”) 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 the TLD.

2. Applicable Disputes.

A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a Complaint that the Sunrise Registration 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 Period. 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; or
- 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; or
- iv. the trademark registration on which the domain name Registrant based its Sunrise registration did not issue on or before the data specified by the Registry in its Sunrise criteria, if one was specified.

b. SDRP Effective Dates.

Any Complainant brought under this SDRP for domain names registered in the .eco TLD shall be brought no later than 90 days after Sunrise end date.

3. Evidence and Defences.

a. Evidence

Panellists will review the Registry's Sunrise criteria, allocation requirements, or eligibility requirements which are required to be submitted with the Complaint, as applicable, in making its decision.

b. Defences

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 Panellist 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 that one party to a Sunrise Contention Auction desires to bring a complaint under this SDRP against an opposing party to the same Sunrise Contention Auction, the Registry will stop that Sunrise Contention Auction to allow resolution of a complaint under this Policy, if the Complainant notifies the Registry within the five (5) calendar days following the Registry's notification regarding the relevant domain name(s). Such notice must be in writing.

The SDRP Complaint shall be filed with the National Arbitration Forum (the "Forum") within five (5) calendar days of the written notice. If the SDRP Complaint is not filed, the Sunrise Contention Auction shall proceed as scheduled.

5. Procedure.

a. Dispute Resolution Provider / Selection of Procedure

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

b. Registry's or Registrar's Involvement

Neither the Registry nor Registrar will participate in the administration or conduct of any proceeding before a Panellist. In any event, neither the Registry nor the Registrar is or will be liable as a result of any decisions rendered by the Panellist. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar during the course of a proceeding. The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the Registrar's publicly available Whois database record for the relevant Registrant. The Registry and the applicable Registrar will comply with any Panellist decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

c. Parties

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

d. Decisions

- i. The Panellist may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Panellist deems appropriate;
- ii. the decision shall state whether a registered domain name in the TLD is to be cancelled or the status quo maintained; and
- iii. decisions made under this SDRP will be publicly published by the Forum on its website.

e. Implementation of a lock and the Decision

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

f. Representations and Warranties.

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

6. Maintaining the Status Quo.

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

7. Indemnification / Hold Harmless.

The parties shall hold the Registrar, the Registry, the Forum, and the Panellist harmless from any claim arising from operation of the SDRP. Neither party may name the Registrar, the Registry, the Forum, or the Panellist as a party or otherwise include the Registrar, the Registry, the Forum, or the Panellist in any judicial proceeding relating to the dispute or the administration of the SDRP Policy. The parties shall indemnify, defend and hold harmless the Registrar, the Registry, the Forum, the Panellist and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the Registrar, the Registry, Forum, the Panellist and their respective employees, contractors, agents and service providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding Rules. The Complainant shall be directly and solely liable to the Registrant in the event the complaint is granted in circumstances where the Registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

8. Relation to Other Dispute Resolution Policies.

This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”) and any 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 Panellist) in deference to the outcome of such other proceeding.

10. SDRP Modifications.

The Registry reserves the right to modify this SDRP at any time subject to the terms of its agreement with the Forum. Such revised SDRP shall be posted on the Forum 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.

IP claims notification

The Registry will send IP Claims Notifications in accordance with the ICANN and TMCH policies during the Sunrise Period and for the first ninety (90) days of General Availability. During this timeframe, each Registrar is required to provide notice to all applicants for a .eco domain name, that matches a trademark record verified by the TMCH. In the event an applicant proceeds to registration, a notification is sent to the holder of the TMCH record. Such applicant may further be deemed on notice of the intellectual property claims corresponding to the TMCH record.

Privacy policy

The Registry, having considered the applicable laws on data protection principles, adopts the following privacy policies:

1. Personal data shall be processed fairly and lawfully
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed
4. Personal data shall be accurate and, where necessary, kept up to date
5. Personal data processed for any purpose or purposes shall be kept for no longer than is necessary for that purpose or those purposes
6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data

Relationship with Registrars

Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry-Registrar Agreement with the Registry. These Registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

The Registry-Registrar Agreement requires that Registrars ensure that their connection to the Registry System is secure, and that all data exchanged between them is protected. However, the Registry cannot ensure or guarantee the security of Registrars' systems. Registrants should contact their Registrar if they have any questions or concerns about how the Registrar processes, stores and transmits their personal information.

Information collected by the Registry

All domain names registered in .eco have to be associated with the following information:

1. Registrant: the legal owner of the domain name
2. Administrative Contact: the entity authorised by the Registrant to interact with the Registrar on behalf of the Registrant
3. Technical Contact: the entity authorised by the Registrant to maintain the technical operations of the domain name
4. Sponsoring Registrar: The entity authorised by the Registrant to register and manage the domain
5. Name servers: the domain name servers to which the domain must be delegated in order to function

The following information may also be provided:

- a. Billing Contact: the entity authorised by the Registrant that is responsible for payment of registration and renewal fees to the Registrar
- b. DNSSEC DS records: digests of the DNSSEC Secure Entry Point (SEP) for the domain name

The Registrant and the Administrative, Technical and Billing Contacts described above include the following verified information:

- a. Contact Name/Role
- b. Organisation
- c. Street Address
- d. City
- e. State/Province
- f. Post code
- g. Country
- h. Phone
- i. Fax
- j. Email

The Registrar provides this information to the Registry when the domain is registered. Registrars can also amend the above information at any time during the lifetime of the domain registration. The Registrar does not share with the Registry the Registrant's methods of payment or such other information about services a Registrant may have with a given Registrar.

At the point of registration, the Registry also stores the following information:

1. The creation date of the domain
2. The expiry date of the domain
3. Status codes used for Registry operations including, but not limited to, lock the domain, or prohibit updates
4. A random authorisation code used for transfers

The Registry may also collect and retain information voluntarily supplied by applicants under its dispute procedures, QLP and Keyword Grants Programs, its Eco Profile and Eco Policies or to support premium names applications. Such information may also be shared with third parties charged with the review of such applications and verification services or for the conduct of such dispute resolution procedures. The Registry will have such information as provided voluntarily in order to verify the Eligibility of the Registrants or Users of .eco domain name(s), any other requirements under the .eco Policies, in particular, the Eco Profile policy and the Eco System.

Information not collected by the Registry

The Registry does not receive or store any of the following information:

1. The IP address of the Registrar's customer
2. Any credit card information supplied by the Registrant to its Registrar
3. Any passwords used by the Registrant to access the Registrar's website

How information is stored

Domain name registration information is stored in a central database. This database is hosted in a secure co-location facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorised access.

How information is used

The Registry uses the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains. This information can be queried through the Registry's public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

The Registrant, Administrative, Technical and Billing Contact information is published via the Whois service. The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:

1. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
2. Determining the registration status of domain names;
3. Assisting law enforcement authorities in investigations for enforcing national and international laws;
4. Assisting in combating abusive uses of information communication technology;
5. Facilitating enquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
6. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and

Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:

1. Processing applications for domain names
2. Non-payment of registration or renewal fees by the Registrar
3. Misdirected SSL certificate requests
4. Complaints of trademark or copyright infringement, malware, fraud or spam

An example of a typical Whois record

Domain ID: AAA-0001
Domain Name: example.eco
Created On: 03-May-2017 12:00:42 UTC
Last Updated On: 16-Apr-2017 16:26:58 UTC
Expiration Date: 03-May-2017 23:59:59 UTC
Status:OK
Registrant ID: ABC0001
Registrant Name: Big Room Inc
Registrant Street1: 332 – 237 Keefer Street
Registrant Postal Code: V6A 1X6
Registrant Country: Canada
Registrant Phone: + 1 604 682 6673
Registrant FAX: + 1 604 682 6673
Registrant Email: domains@home.eco
Admin ID: C5721
Admin Name: Domain Administrator
Admin Organization: Big Room Inc
Admin Street1: 332 – 237 Keefer Street
Admin City: Vancouver
Admin Postal Code: V6A 1X6
Admin Country: Canada
Admin Phone: + 1 604 682 6673
Admin FAX: + 1 604 682 6673
Admin Email: domains@home.eco
Tech ID : C5721
Tech Name: Domain Administrator
Tech Organization: Big Room Inc
Tech Street1: 332 – 237 Keefer Street
Tech City: Vancouver
Tech Postal Code: V6A 1X6
Tech Country: Canada
Tech Phone: + 1 604 682 6673
Tech FAX: + 1 604 682 6673
Tech Email: domains@home.eco
Billing ID: C5721
Billing Name: Hostmaster, Big Room Inc
Billing Street1: 332 – 237 Keefer Street
Billing City: Vancouver
Billing Postal Code: V6A 1X6
Billing Country: Canada
Billing Phone: + 1 604 682 6673
Billing FAX: + 1 604 682 6673

How to get further information or ask a question

If a Registrant has any questions or comments about the .eco Privacy Policy, please contact the Registry at privacy@home.eco.

Whois access policy

The Whois Access Policy relates to the dissemination of domain registration information. The Registry provides access to Whois data through a standard text-based network protocol on Port 43. Whois data can also be accessed on the Registry's website at <http://www.nic.eco> using a standard web interface.

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'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; the Registry does not guarantee Whois data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry, you agree to abide by this Whois Access Policy. Please note that the Registry may modify this Whois Access Policy from time to time in its sole discretion.

Security and Stability Considerations

Abuse of the Registry's Whois interface through data mining may 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's Whois web interface adds a simple challenge-response CAPTCHA that requires a user to type in the characters displayed in a certain image.

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

Terms of Use

By accessing Whois data from the Registry, the user agrees to use the Whois data only for lawful purposes and that under no circumstances will use the Whois data to:

1. 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);
2. enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, its registry service provider 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's Whois service, the user should consider the following:

- a. The Whois service is not a replacement for standard EPP commands;
- b. Whois data is not considered authoritative for registered domain objects;
- c. The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
- d. 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's searchable Whois service is available on its website at <http://www.nic.eco>

Acceptable use policy

By registering a name in the .eco top-level domain, the Registrant represents and warrants that it will not use that registration for any illegal purposes, including without limitation, to:

- a. Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
- b. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
- c. Illegally sell or distribute pharmaceuticals;
- d. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
- e. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
- f. Violate the privacy or publicity rights of any other person or entity;
- g. Promote or engage in any spam or other unsolicited bulk email;
- h. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
- i. Interfere with the operation of .eco or services offered by the Registry; or
- j. Otherwise engage in activity that is contrary to applicable laws or .eco Policies.

By registering a name in .eco:

- a. The Registrant represents and warrants that it has provided current, complete, and accurate information in connection with its registration, and that it will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration. The Registrant's obligation to provide current, accurate, and complete information is a material element of its Registration Agreement, and the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any registration if it determines, in its sole discretion, that the information is materially inaccurate;
- b. The Registrant agrees that if it is found by the Registry to be in breach of its Registration Agreement the Registry may cancel the relevant .eco domain name(s) after sixty (60) days' notice of such breach has elapsed and the cause of the breach identified by the Registry remains;
- c. The Registrant consents to the collection, use, processing, and/or disclosure of its personal information in accordance with the .eco Privacy Policy posted on the .eco website at <http://www.home.eco/privacy>;

- d. The Registrant agrees to submit to proceedings commenced under the Uniform Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension Service (“URS”), the Transfer Dispute Resolution Policy, the .eco Sunrise Dispute Resolution Policy and .eco Community Eligibility Dispute Resolution (CEDR). The Registrant further agrees to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and releases the Registry, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

By registering a name in .eco:

- a. The Registrant acknowledges and agrees to abide by all .eco Policies set forth on the .eco website at <http://www.home.eco/policies>. The Registrant specifically acknowledges and agrees that the .eco Policies may be modified by the Registry, and agrees to comply with any such changes in the time period specified for compliance;
- b. The Registrant acknowledges and agrees that the Registry reserves the right to disqualify it or its agents from making or maintaining any Registrations or reservations in .eco if the Registrant is found to have repeatedly engaged in abusive registrations, in the Registry’s sole discretion;
- c. 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 sole discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) conflict with .eco Policies including this Acceptable Use Policy, (ii) threaten the stability, integrity or security of .eco, the DNS or the global Internet, or any of its Registrar partners and/or (iii) put the safety and security of any Registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.
- d. The Registrant acknowledges and agrees that the Registry reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement this Acceptable Use Policy. In addition, the .eco Registry reserves the right for itself and for its affiliates, sub-contractors and other service providers 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 sole discretion:
 - i. to enforce .eco Policies, as amended from time to time;
 - ii. to protect the integrity and stability of the Registry, its operations, and .eco;
 - iii. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or the Registrant;
 - iv. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
 - v. to respond to violations of this Policy;

- vi. to correct mistakes made by the Registry or any Registrar in connection with a Registration or reservation; or
 - vii. as otherwise provided herein.
- e. The Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's use, operation, registration of any name and/or website in the .eco TLD.
 - f. The Registry reserves the right to modify, change, or discontinue any aspect of its services, agreements, or this Acceptable Use Policy.

This Acceptable Use Policy does not give rise to any rights of compensation or claims against the Registry howsoever caused.

Victims of any breaches or infringements of this .eco Acceptable Use Policy are encouraged to contact the Registry with specific complaint(s) at abuse@home.eco in order that the Registry may investigate the matter. The Registry does not guarantee a reply or that any action will be taken. If the Registry in its sole discretion finds that any of the terms herein have been breached then the Registry may suspend, lock or cancel the registration.

The Registry must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such the Registry reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

The Registry will respond to any reports from law enforcement and consumer protection agencies within 24 hours.

Amendments

The Registry may modify .eco Policies and associated processes from time to time in its sole discretion. The Registry reserves its rights to update .eco Policies and associated processes herein upon no less than thirty (30) days' prior written notice to Registrars for the limited purposes of:

- a. Updating the Registry's contact information (email, address, etc);
- b. Complying with ICANN consensus policies;
- c. Complying with new consumer protection legislation;
- d. Correcting and updating links;
- e. Correcting typographical errors; or
- f. Updating policies following ICANN approved additional registry services or amendments to the Registry Agreement which have been subject to an RSEP or other approval process by ICANN.

Notices under these terms shall be effective upon posting on the Registry website and/or posting on the Afilias Online Registrar Management System (ORMS) Registrar Console.

Any changes of policies which would require technical implementation or modifications to the Registrant Agreement by the Registrar shall be effective upon posting on the Registry website and or posting on the Afilias ORMS Registrar Console and giving ninety (90) days prior written notice to all .eco accredited Registrars.

Definitions

In the .eco Policies the following terms will have the following meanings. Capitalized terms used in the .eco Policies but not defined here have the meanings assigned to them in .eco Policies.

Activated means that the status of the domain name has been changed from Server Hold to Delegated.

Big Room means Big Room Inc., a company incorporated and organized in Canada with company number 687313-8 whose registered office is at 237 Keefer Street, Suite 332, Vancouver BC, V6A 1X6, Canada.

Closed Period means the period during which the Registry will not accept any registrations.

Community means the global environmental community.

Delegated means that the domain name is in the zone file and will resolve.

.eco means the .eco Top Level Domain.

.eco Organization means the Dot ECO Global Community Organization which is incorporated under the Canada Not-for-profit Corporations Act and is the representative body of the global environmental in relation to .eco.

Eco Profile means the web based listing created by the Registry consisting of environmental and/or sustainability information entered by and relating to Registrants.

Eco System means web based directory created by the Registry consisting of inter alia the Eco Profiles of .eco Registrants.

General Availability means the phase during which .eco domain names are offered to public on a first-come, first-served basis.

IP Claims Notification means a notice provided to an applicant indicating that the applied for .eco domain name matches a trademark record in the Trademark Clearinghouse.

Registrant means the owner of a .eco domain name.

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

Registration Agreement the agreement between the Registrant and Registrar governing the registration of .eco domain names.

Registry means Big Room, the operator of the .eco registry.

Registry Agreement means the Registry Agreement between Registry and ICANN for the operation of .eco, as amended, restated or replaced from time to time.

Registry-Registrar Agreement or **RRA** is the agreement between Registry and Registrars, as amended from time to time.

Registry System means the system operated by the Registry for .eco domain names.

Server Hold means the domain status which indicates that the domain is not included in the zone file and will not resolve.

Sunrise Contention Auction means the auction process used to determine the winning Registrant for a .eco domain name that has been applied for by more than one applicant during the Sunrise Period.

Sunrise Period means the exclusive registration period during which owners of trademarks recorded in the Trademark Clearinghouse have the opportunity to apply for a domain name in .eco prior to the allocation of names in General Availability.

Trademark Clearinghouse or **TMCH** means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of trademark owners.

User means a person or entity other than the .eco Registrant who uses a .eco domain name, in particular, as an owner of a website associated with the .eco domain name.