

.PING TLD REGISTRATION POLICY

1. ELIGIBILITY

Only Ping Registry Provider and its parent company (collectively, “PRP”) and its qualified subsidiaries, affiliates, and trademark licensee as defined in, and in accordance with Specification 13 of the Registry Agreement (“Specification 13”) are eligible to register a Domain Name under the .PING TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry (“Authorized Person”) in addition to meeting all requirements under the Registry Rules. The act of submitting an application for a Domain Name in no way guarantees that Domain Name will be allocated to the applicant.

The registration of Domain Names will be centralized and managed through the up to three Registrar(s) selected by the Registry.

2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
 - a. the Domain Name is not already registered
 - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry; and
 - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

3. OBLIGATION OF REGISTRANTS

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

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

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
 - a. the Registrant must have a trademark license agreement with the Registry or its affiliate for the use of the PING trademark that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of Specification 13 to the Registry’s Registry Agreement with ICANN (“Specification 13”); and
 - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) it will comply at all times with the Anti-Abuse Policy
- (vii) it has appropriate consent and licenses to allow for publication of registration data in the ICANN RDAP.

4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;

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

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

5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules and/or the registration agreement;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) to comply with Specification 13;
- (iv) where such Domain Name is used in violation of the Anti-Abuse Policy or otherwise for any of the following prohibited activities (Prohibited Activities):
 - a. spam;
 - b. phishing;
 - c. pharming;
 - d. distributing malware;
 - e. malicious fast flux hosting;
 - f. botnetting;
 - g. child exploitation;
 - h. hacking;
 - i. online sale of illegal pharmaceuticals;; and
 - j. any other illegal or prohibited activities as determined by the Registry.
- (v) in order to protect the integrity and stability of the domain name system and the Registry;
- (vi) where such Domain Name is placed under reserved names list at any time;
- (vii) as required by ICANN Consensus Policy;
- (viii) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration.
- (ix) per the terms of the registration agreement;
- (x) if it is in the best interest of the Registry, in Registry's sole discretion, including, without limitation, to avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors and employees; and
- (xi) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with Registry's response to Question 22 Geographic Names.

8. RESERVED NAMES

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

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

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names in its sole discretion in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

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

Auto-renewal:

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

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules and in full compliance with these TLD Registration Policies as amended from time to time.

12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD, including the provision of ICANN RDAP look-up facility.

13. ICANN RDAP

The ICANN registration data lookup tool provides the ability to look up the current registration data for domain names and Internet number resources. The tool uses the Registration Data Access Protocol (RDAP) which was created as a replacement of the WHOIS (port 43) protocol. RDAP was developed by the technical community in the Internet Engineering Task Force (IETF).

RDAP has several advantages over the WHOIS protocol, including more secure access to data, a standardized and user-friendly format, support for internationalization, and the ability to provide differentiated access to registration data. More information can be found here. For additional information on registration data, please visit the Registration Data at ICANN page.

14. DISPUTE RESOLUTION

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

15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

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

16. RIGHTS PROTECTION MECHANISMS

Registry is committed to following all mandatory ICANN rights protection mechanisms aimed at protecting third party intellectual property rights within .Ping. Registry plans to operate and maintain the .Ping space as an extension of its current branding activities, therefore, it is highly unlikely that names in the zone will interfere with the rights of other third parties. Nevertheless, Registry plans to implement all Rights Protection Mechanisms (RPMs) as required by ICANN.

17. DISCLAIMER OF WARRANTIES

Use of the domain names and the services in the .PING Registry is at the user's sole risk. All materials, information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever. Registry expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to certain users.

18. LIMITATION OF LIABILITY

Subject to the Registry Agreement with ICANN, in no event will Registry or KMC or any of their respective affiliates, subsidiaries, officers, directors, employees, or agents be liable to any part for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from use of the domain names and the services in the .PING Registry or websites associated with domain names in the .PING TLD, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if Registry is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

19. AMENDMENTS

This TLD Registration Policy may be amended from time to time by the Registry at the Registry's sole discretion.

20. DEFINITIONS

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

Domain Name *means a domain name registered directly under the .PING TLD or for which a request or application for registration has been filed with the Registry;*

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

Registrar *means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;*

Registry *means PING REGISTRY PROVIDER, INC. ("PRP");*

Registry Agreement *means the agreement between the Registry and ICANN;*

Registry Rules *mean:*

- (i) *this Registration Policy as amended by the Registry from time to time; and*
- (ii) *any rules and regulations provided and amended by the Registry from time to time.*

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