

بازار (dotBazaar) Registration Policy

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1. Acceptance of this Registration Policy

This Registration Policy sets forth the terms and conditions, which govern بازار domain name registrations.

- 1.1 By applying to register a بازار domain name, or by asking to maintain or renew Your domain name, You agree to be legally bound by:
 - a. This Registration Policy, as amended from time to time;
 - b. The Registration Agreement provided by the sponsoring Accredited Registrar through which You applied for Your بازار domain name; and
 - c. Any other policies mandated by ICANN from time to time.
- 1.2 You hereby represent and warrant to Us that the statements that You made in Your Registration Agreement with the Accredited Registrar sponsoring Your بازار domain name are complete and accurate.
- 1.3 It is Your sole responsibility to determine whether Your بازار domain name registration and use complies with this Registration Policy.

2. Definitions

- 2.1 In this Registration Policy:
 - a. **“Accredited Registrar”** means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the بازار TLD.
 - b. **“General Availability”** means the general registration period commencing after the launch phases during which available domain names in Arabic-based scripts ending with بازار will be generally made available to all registrants that are qualified to register domain names on a first-come, first-served basis, under the process described in this Registration Policy.

- c. **“ICANN”** means the Internet Corporation for Assigned Names and Numbers.
- d. **“Premium Name”** means a بازار domain name listed in the Premium Name List that may be made available for registration at a premium fee or initially reserved by the Registry Operator to be auctioned or sold at a later date.
- e. **“Registrant”**, **“You”** and **“Your”** refers to the individual or entity, which applies or wishes to register a بازار domain name with an Accredited Registrar.
- f. **“Registry Operator”**, **“We”**, **“Us”** and **“Our”** refers to CORE Association, a Swiss not-for-profit association with legal seat in World Trade Center II - 29, route de Pré-Bois - CH-1215 Geneva, as entity responsible for operating the بازار TLD.
- g. **“Reserved Name”** means a بازار domain name listed in the Reserved Name List that is withheld from registration.
- h. **“TLD”** means Top-Level Domain.

3. Registration Eligibility

- 3.1 Any natural person or entity is eligible to register domain names in the بازار TLD. The Registry Operator will only register the domain name applied for insofar and to the extent that such domain:
 - a. Is in an Arabic-based script (such as Arabic, Jawi, Kurdish, Pashto, Persian and Urdu) according to IDN Table published at [link] and must follow the [Domain Rules for DotBazaar](http://dotbazaar.net/domain-rules/) available at <http://dotbazaar.net/domain-rules/>, which are incorporated to this Policy by reference;
 - b. Is used in good faith for a purpose which is (i) legitimate, (ii) commensurate with the role and importance of the registered name;

and (iii) which publicizes and enhances the role of the بازار as a vehicle of e-commerce; and

- c. Is available (it has not been reserved, registered or awarded by the Registry Operator).

3.2 We cannot guarantee that You will obtain a desired domain name, even if an inquiry indicates that such domain name is available at the time of Your application.

3.3 We may reject, revoke or delete at any time any application or resulting registration of a domain name if it appears that Your domain name did not fulfill any of the above eligibility requirements, without the applicant or registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

3.3 You may apply for one or more variants of your بازار domain name. Registration of variants will be charged independently. You may renew and cancel the variants independently from your initial registration. Renewal of variant/s will be charged separately from the renewal of the initial registration.

3.4 We may reject, revoke or delete at any time any application or resulting registration of a domain name if it appears that Your domain name did not fulfill any of the above eligibility requirements, without the applicant or registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

4. Allocation

During General Availability the Registry Operator will effectuate domain name registrations on a first-come, first-served basis, subject to the terms and conditions of this Registration Policy.

5. Reserved Names; Premium Names

- 5.1 We reserve ICANN-mandated reserved names such as names of countries and territories in UN languages.
- 5.2 The name of every country or territory in which Arabic script has some official status will be reserved as expressed in the language(-s) of that country that use the Arabic script.
- 5.3 In addition, we may reserve at our discretion, certain domain names that may be made available for registration at a later date, possibly at a premium price or by auction. At the outset, this set includes one-character and two-character domain names.

6. Use of Your بازار domain name

You, Registrant, agree that:

- 6.1 You are fully responsible for the registration and use of the بازار registered domain name. If You allow another person to use your بازار domain name, You may be held liable for wrongful use of your domain name (i.e. the domain name for which You are the Registrant) by the third party.
- 6.2 You will use the بازار domain name in a way that is:
 - a. generally accepted as legitimate; and
 - b. commensurate to the role and importance of the domain, according to the judgment that an average user would reasonably make in the context of that domain name; and
 - c. based on good faith at registration and thereafter.

Names which do not meet these requirements include, among other, those which or whose use may, at the Registry Operator's discretion:

- i Mislead or deceive the public, for instance as to the geographical place they refer to or the official nature of its origin; or

- ii Take unfair advantage of the primary meaning or repute attributed by the public to the selected name; or
 - iii Hamper the potential content, from a public interest perspective, for the domain name in question, keeping in mind the primary meaning of the name (i.e. whether it is descriptive or generic in nature) and/or the repute attributed by the relevant public to such name.
- 6.3 You will not use Your بازار domain name in violation of any rights of third-parties, including but not limited to third-party's intellectual property rights in the broadest sense.
- 6.4 You will not use Your بازار domain name to offer third level domain name registrations to independent third parties as a commercial registry type service.
- 6.5 You will not use Your بازار domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.
- 6.6 You will not distribute malware, abusively operate botnets, phish, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeit, or otherwise engage in any activity contrary to any applicable law.
- 6.7 You will not use Your بازار domain name for the purpose of trafficking in domain names for sale, resale or transfer. Furthermore, You shall not enable, contribute or willingly aid any third party to achieve the said purpose.

7. Reservation of Rights for Compliance

- 7.1 We reserve the right, in Our sole discretion, to reject, revoke or delete at any time any application or resulting registration of a domain name if it appears that it did not fulfill or has stopped complying with any of the eligibility requirements set forth in this Registration Policy, without the applicant or

registrant being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

7.2 We and Our accredited registrars reserve the right to, in Our sole discretion, deny, suspend and/or cancel Your بازار domain name registration if:

- a. You fail to follow the this Registration Policy, including but not limited to if you directly or indirectly use Your بازار domain name in contradiction with any if the obligations set forth in Clause 6 above;
- b. You willfully provide inaccurate or unreliable Contact Information, or intentionally or negligently fail to promptly update it;
- c. You fail to respond for over ten (10) days to inquiries by the registrar or reseller sponsoring the registration and/or by Us concerning the accuracy of Contact Information associated with Your domain name or another incidence associated to Your بازار domain name;
- d. You or third parties reasonably appear to be engaging in illegal activity in the use of Your بازار domain name;
- e. Your domain name reasonably appears to be infringing upon or is likely to violate the rights of third parties;
- f. You engage in a conduct that may reasonably put Us or Our accredited registrars in breach of any applicable Law, governing authority, public policy or third party agreement; and/or
- g. Law enforcement, a Court of Justice or another relevant authority requests that We do so.

In case that We determine lack of compliance, either on this Registration Policy or on data accuracy, You will be contacted to clarify/correct the situation. If not solved in due time, Your domain name may be suspended and/or cancelled. You acknowledge and agree that in case of suspension and/or cancellation of your بازار domain name under this Clause, you will not be reimbursed any registry fees.

7.3 We also reserve the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary (i) to protect the integrity, security, and stability of the بازار registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, employees, and stockholders.

8. Submission to Dispute Resolution Policies

8.1 You adhere and agree to comply with all applicable ICANN and Our policies and procedures for resolution of disputes concerning Your بازار domain name. Specifically, You agree to submit the following Dispute Resolution Policies, whose challenges may be brought by any legitimate third party against Your بازار domain name registration:

- a. The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> (“UDRP”), which is incorporated into this Registration Policy by reference. Any third party challenge of your بازار domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative-dispute-resolution service provider's supplemental rules; and
- b. The Uniform Rapid Suspension (“URS”) Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>; as well as to any other dispute policies mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders.

8.2 You acknowledge and agree that the Registry Operator may not guarantee the peaceful and continued use of Your بازار domain name in the case of a

successful challenge by a legitimate third party through one of the above dispute resolution mechanisms or by the order of a Court of competent jurisdiction or another competent public authority.

9. Accuracy of the Contact Information

- 9.1 You agree to provide all the required information of the domain name being registered as well as complete, accurate and reliable contact details from persons or entities associated with domain name records as required by the registration process, including all the information, which the Registry Operator must publish in the Whois database service (the "**Contact Information**"). Providing Contact Information is mandatory in order to register a domain name.
- 9.2 You shall immediately correct and update the Contact Information during the term of the domain name registration.

10. Personal Data Protection

- 10.1 Your Contact Information is collected by the Sponsoring Registrar (or its reseller) and will be transmitted to Us and processed by Us for the purposes of registering and maintaining Your بازار domain name. Specifically, You acknowledge that Your Contact Information will be:
 - a. Processed by Us to provide registry services, as required by ICANN;
 - b. Made publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;
 - c. Transmitted to NCC Group, a reputable escrow agent, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement is released, ICANN or its assignee shall have a non-exclusive irrevocable, perpetual, royalty-free license for any use related to the operation, maintenance or transition of the

بازار TLD.

- d. Additionally, Your Contact Information may be made available to ICANN for inspection.

10.2 We will not process the Contact Information in a manner incompatible with these purposes. We will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.

10.3 By applying for a بازار domain name You agree to the processing of your Contact Information in accordance with this Clause and, specifically, you expressly consent to the use, copying, distribution, publication, modification and other processing and transferring of your Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.

10.4 With respect to third-party individuals whose personal data You may provide Us with (via your Registrar or Registrar's reseller), You represent and warrant that You have informed such third-party individuals of the intended uses and recipients of their personal data, of how can they access and, if necessary, modify the data We hold about them. You also represent and guarantee that You have obtained from such third party individuals the corresponding consent to process their personal data according to this Registration Policy.

11. Indemnification

To the maximum extent permitted by applicable Law, You shall fully defend, indemnify and hold the Registry Operator, harmless from any and all loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to the registration and/or operation of Your بازار domain name, including but not limited to disputes arising out of or in relation with the breach of Clause 6 of this Registration Policy.

12. Policy Amendments

We reserve the right to modify this Registration Policy at any time. We will post the revised Registration Policy at least thirty (30) calendar days before it becomes effective. Unless this version of the Registration Policy has already been invoked by the submission of a complaint or dispute under this Policy, in which event the version of this Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon You with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of Our change. In the event that You object to a change in this version of the Registration Policy, Your sole remedy is to cancel Your بازار domain name registration, provided that You will not be entitled to a refund of any registry fees. The revised Registration Policy will apply to You until You cancel Your domain name registration.

13. Notices

All notices to be given by the Registry Operator hereunder shall be given in writing at the email address of the Registrant, as provided to the Registry Operator. All notices to be given to the Registry Operator shall be deemed to have been properly given (i) in paper form to the Registry Operator registered address (CORE Association, World Trade Center II - 29, route de Pré-Bois - CH-1215 Geneva), when delivered with confirmation of receipt, and (ii) by electronic email to support@corenic.org.

14. Severability

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

15. Language

For Your convenience we have posted a translation of this Registry Policy into several Arabic-script based languages. However, You must be aware that the only binding text is the one in English. Thus, in case of discrepancy, the English version will prevail.

16. Applicable Law; Jurisdiction

16.1 This Registration Policy, as amended from time to time, will be governed by the laws of Switzerland.

16.1 Any dispute, controversy or claim arising under, out of or relating to this Registration Policy and any subsequent amendments of this Registration Policy, shall be referred to and finally determined by the Courts of Geneva, Switzerland.