



.CLOUD

Registration Policies

v.1.3 – 08/01/2019

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



Table of Contents

Table of Contents.....	2
Section 1 – General Provisions	4
1. Definitions	4
2. Scope of application	8
3. Registration of .cloud names	8
4. Eligibility	10
5. Term	11
6. Availability of Domain Names.....	11
7. Protection of Personal data	12
8. Dispute Resolution Policies	12
9. Representations and Warranties.....	13
10. Liability	14
Section 2 - .CLOUD Privacy & Whois Policy.....	16
11. Preamble.....	16
12. Objectives	16
13. .CLOUD “Whois”	16
14. “Proxy” Registrations	17
15. Escrow Obligations	17
16. Other Uses.....	17
17. Disclosure	18
18. Data Quality	18
19. Data Security	19
20. Internet Security.....	19
21. Accuracy of Registrant Information	19
Section 3 – Launch Plan.....	20
22. Qualified Launch Program (“QLP”).....	20
23. Sunrise Phase.....	20
24. Landrush Phase.....	21



25. General Availability	22
26. Claims Period.....	22
Section 4 – Acceptable Use Policy.....	23
27. Acceptable Use.....	23
28. Detection of Behaviour that Contravenes this Acceptable Use Policy	23
29. Your obligations when using the Service	23
30. Provision of the Service	24
31. Sub-Domains	24
32. Actions we may take.....	24

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



Section 1 – General Provisions

1. Definitions

Throughout this Policy, the following terms have the following meaning:

Accredited Registrar	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
Applicant	means a physical person, company or organization in whose name an Application is submitted to the Registry;
Applicant Guidebook	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under http://newgtlds.icann.org/applicants , and in force at the time of execution of the Registry Operator Agreement;
Application	means a complete and technically correct request for a Domain Name Registration filed with the Registry through an Accredited Registrar, which complies with all the respective requirements provided for in the Policies, and in particular the specific provisions that apply during such respective Phase of the .cloud launch process within which such request is made;
Available Names	means .cloud names that have not been reserved, restricted, registered, awarded, or otherwise allocated prior to commencement of the Sunrise period or, in connection with General Availability, prior to the Registry's receipt of a Registration Request.
Claim	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Phase, to recognize its rights within the context of these Policies, including any Documentary Evidence submitted to the Registry and/or Trademark Clearinghouse Operator in this respect;
Complaints Point of Contact	means the primary contact for handling inquiries related to malicious conduct in the .cloud TLD that can be reached on abuse@nic.cloud and Aruba PEC SpA, Via Sergio Ramelli, 8, 52100 Arezzo (AR) - ITALY
Contacts	means the administrative, technical and billing contacts associated with a Domain Name Registration;



Documentary Evidence	means the documentation to be provided by (or on behalf of) the Applicant and/or the Registrant to the Trademark Clearinghouse Operator and/or the Registry, in accordance with these Policies;
Domain Name	means a name at the second level and at all other levels within the .cloud TLD at which the Registry offers registrations ;
Domain Name Registration	means a Domain Name on which the Registry maintains data in the Shared Registry System for the .cloud TLD;
Eligible Trademark	means a registered trademark that meets the requirements set out in the applicable version of the “Trademark Clearinghouse Guidelines”, made available on http://www.trademark-clearinghouse.com , and inclusive of trademarks taken up in Annex 1;
General Availability	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers;
Landrush	means a period between the Sunrise Period and General Availability during which Applications for a domain name may be received from any interested eligible party.
Launch	means the moment as of which the Registry allows third parties other than the Registry to register Domain Names;
Phase	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
PICDRP	Means the Public Interest Commitment Dispute Resolution Procedure as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
Policy	means these .cloud Domain Name Registration Policies, including any annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;



Pre-Launch Phase	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names;
Qualified Launch Period	Means a phase of the Launch also known as “Pioneer Program” prior to the beginning of the Sunrise where domain names may be allocated to entities other than the Registry for the purpose of promoting the .cloud TLD.
Registrant	means the person or entity in whose name a Domain Name is registered;
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
Registry	Means Aruba PEC SpA, having its company seat at Via Sergio Ramelli, 8, 52100 Arezzo (AR) – ITALY, and registered with the Italian trade register in Arezzo under number 01879020517
Registry Operator Agreement	means the agreement entered into by and between the Registry and ICANN on 16th April 2015, available at https://www.icann.org/resources/agreement/cloud-2015-04-16-en
Registry-Registrar Agreement	means the agreement regulating the relationship between Registry and its accredited Registrars.
Registry Reserved Name	means Domain Names that the Registry is withholding from the pool of available names and that include strings defined in Specification 5 to the Registry Operator Agreement, as well as Premium Domains which the Registry intends to allocate through means other than the first-come, first-served registrations
Registry Web Site	means the various pages and websites available under http://www.nic.cloud ;
Service	means the services that we provide in relation to the TLD.
Shared Registry System	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants;



SMD File	means the Signed Mark Data file provided by the TMCH Sunrise and Claims Operator to a holder of a Validated Mark which is encoded with information such as the Labels that may be Allocated during a Sunrise Period.
Sunrise Phase	means the period prior to the Landrush Period during which Sunrise-Eligible Rights Holders have the opportunity to submit an Application for a domain name for which they hold a validated trademark, as indicated by the Trademark Clearinghouse and/or the Registry;
Term	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 5 of these Policies;
TLD	means Top Level Domain and for the purpose of this policy the TLD shall be .cloud;
Trademark Claims Period	means the timeframe during which Trademark Claims Services for .cloud are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse, whereby i) notice is given to Applicants of the scope of the rights of trademark holders who registered their rights with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the registration after it is effected;
Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
Trademark Clearinghouse Operator	means the organization operating the Trademark Clearinghouse, as appointed by ICANN and active through http://www.trademark-clearinghouse.com ;
Trademark PDDRP	Means the Trademark Post-Delegation Dispute Resolution Procedure, as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
UDRP	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in http://www.icann.org/dndr/udrp/policy.htm ;
URS	means the Uniform Rapid Suspension procedure, as adopted by ICANN and as described at http://newgtlds.icann.org/en/applicants/urs .

Aruba PEC S.p.A.
 VIA SAN CLEMENTE 53
 24036 PONTE SAN PIETRO (BG)
 Tel. +39 0575.05.04- FAX +39 0575.862.000
 www.pec.it

an  company

Registered Capital € 6.500.000,00
 REA: Number BG 445886
 Tax Code 01879020517
 VAT Number 01879020517



2. Scope of application

2.1. This Policy describes, among other items:

- a) the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with the terms of the Registry Operator Agreement;
- b) how Applications can be submitted to the Registry during the different Phases devised by the Registry, as well as how the Registry will deal with Domain Name Registration requests;
- c) the way in which Applications will be processed and, insofar these Applications are submitted during the Sunrise Period, validated by the Trademark Clearinghouse Operator;
- d) the rules under which Applications or subsequent Domain Name Registrations may be challenged; and
- e) in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .cloud launch and the preservation of the integrity of the Registry's trademarks, as well as setting out the basic rules and procedures applicable to:
 - i. Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;
 - ii. the Registry;
 - iii. the Accredited Registrars;
 - iv. any party in whose name a Reconsideration Request is submitted;
 - v. any person or entity interested in obtaining a Domain Name.

2.2. In order to ensure a proper, fair and technically sound administration of the Launch of the .cloud TLD, the Registry has put in place the processes and procedures described in this Policy, which will apply to Applications and/or Domain Name Registrations effected within specific timeframes set by the Registry.

2.3. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

3. Registration of .cloud names

3.1. The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an  company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



- a) the Registration request is submitted through an Accredited Registrar;
- b) the Registrant meets the Eligibility Requirements;
- c) the Domain Name meets all the criteria set out in this Policy;
- d) the Domain Name is available; and
- e) the Accredited Registrar holds sufficient funds with the Registry (or equivalent, in accordance with the Registry's Credit Policies)

3.2. The Registry will not accept a Registration Request for a .cloud name unless it meets the following technical and syntax requirements:

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

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

3.4. The Registry may reject a Registration Request, or may delete, revoke, suspend, cancel or transfer a Registration, or place any domain name(s) on registry lock, hold, or similar status as it determines necessary under the following criteria:

- a) to enforce Registry Policies and ICANN Requirements, each as amended from time to time;
- b) that is not accompanied by complete and accurate information as required by ICANN Requirements and/or Registry Policies or where required information is not updated and/or corrected as required by ICANN Requirements and/or Registry Policies;
- c) to protect the integrity and stability of the Registry System, its operations, and the .cloud TLD;
- d) to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider;
- e) to establish, assert, or defend the legal rights of the Registry or a third party or to avoid any civil or criminal liability on the part of the Registry and/or its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, service providers and stockholders;
- f) domain name use is abusive or violates Registry Policies, or a third party's rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark;



- g) to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or
- h) as otherwise provided in the Registry-Registrar Agreement and/or the Registry-Registrant Agreement.

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

- a) distribution of malware;
- b) dissemination of software designed to infiltrate or damage a computer system without the owner's' informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;
- c) phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy entity in an electronic communication;
- d) DNS hijacking or poisoning;
- e) spam, including using electronic messaging systems to send unsolicited bulk messages, including but not limited to e-mail spam, instant messaging spam, mobile messaging spam, and the spamming of Internet forums; botnets, including malicious fast-flux hosting; denial-of-service attacks;
- f) child pornography or any images of child abuse;
- g) promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and
- h) illegal access of computers or networks;

3.6. The Registry Operator shall take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of letter/letter two-character ASCII domain. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

4. Eligibility

4.1. Outside of the Sunrise Period, during which only Applicants whose names are registered in the Trademark Clearinghouse may register domain name, there are no eligibility restrictions or prerequisites on which Applicants may apply for .cloud domain names.

4.2. By submitting an Application, the Applicant acknowledges that the Application, and if successful the subsequent Allocation of the domain name are subject to this and other policies issued by the Registry Operator and their applicable contracted third parties.



4.3. In addition to the information required by ICANN, the TMCH Sunrise and Claims Operator, and the Registrar, Applicants must supply all necessary information regarding a domain name that may be required by Registry Operator, as described in these Policies or any other applicable policy of Registry Operator.

4.4. All Applications must specify the period under which the Application is being submitted and contain any such information that is required of that Period as described in this document.

4.5. Applications may only be submitted once the period to which the Application relates has commenced. Successful Applicants must enter into an agreement for the domain name with their Registrar.

4.6. Any Application submitted during the the Sunrise Process, the Trademark Claims Period or General Availability must meet the relevant terms and conditions as set out in this Policy. All conditions that are not indicated to relate to a specific phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and/or Domain Name Registrations.

4.7. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

5. Term

.cloud names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registration Request submitted by the Accredited Registrar is accepted by the Registry. All Registration Requests must specify the registration period (the "Term"). It is the obligation of the Accredited Registrar, and not the Registry, to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration.

6. Availability of Domain Names

6.1. The Registry has reserved certain names from registration in the .cloud TLD ("Registry Reserved Names"). The Registry may allocate or reserve Premium Names, designated as Registry Reserved, from time to time in its discretion via (i) request for proposal; (ii) auction; and/or (iii) other reasonable mechanisms consistent with relevant ICANN contracts and consensus policies.

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an  company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



6.2. Upon the conclusion of Sunrise, The Registry reserves the right to reserve additional names as Registry Reserved Names at any time in its sole discretion, and to allocate such names in accordance with ICANN Requirements and Registry Policies.

7. Protection of Personal data

7.1. The Registry will collect Registrant's Contact Information from the sponsoring Registrars for the purposes of registering and maintaining the Registrant's .cloud domain name, in accordance with the .CLOUD Privacy and Whois Policy.

7.2. The Registrant agrees that its Contact Information will be:

- a) Processed by the Registry and its agents to provide registry services, as required by ICANN;
- b) Made publicly available, **in whole or in part**, through the Whois database service, via which the Contact Information can be consulted by anybody with access to the Internet;
- c) Sent to a Data escrow provider, in compliance with the provisions of the Registry Agreement.
- d) Additionally, the Registrant's Contact Information may be made available to ICANN for inspection.

7.3. The Registry will ensure the security and confidentiality of the Contact Information collected, and protect the latter from loss, misuse, unauthorized disclosure, alteration or destruction.

7.4. With respect to third-party individuals (such as administrative and technical contacts) whose Contact Information the Registrant may provide the Registry with (via its Registrar), Registrant warrants that Registrant has informed them:

- a) of the intended uses and recipients of their Contact Information,
- b) of the means allowing them to access and, if necessary, modify the Contact Information the Registry holds about them via its Registrar.

7.5. Registrant also represents and guarantees that it has obtained from such third-party individuals the corresponding consent to process their personal data in accordance with this Registration Policy.

8. Dispute Resolution Policies

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

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



(<http://www.icann.org/en/help/dndr/tdrp>), and the .CLOUD Sunrise Dispute Resolution Policy (available at <https://nic.cloud/policies.aspx>).

9. Representations and Warranties

9.1. All Applications for domain names are subject to these policies, and policies, procedures and requirements, as issued by ICANN. The Registry Operator's policy documents can be found at <http://www.nic.cloud/>. Without limiting any other agreement or policy, by submitting an Application for a domain name an Applicant will be deemed to have warranted that:

- a) it has the authority to make an Application;
- b) the information provided is current, complete, and accurate, and that the Applicant agrees to correct and update the information to ensure that it remains current, complete, and accurate;
- c) to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- d) it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- e) it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
- f) any information the Applicant may have provided to the TMCH Sunrise and Claims Operator is true and correct; and
- g) where the Application relates to a Sunrise Period, to the best of the Applicant's knowledge the requested Label is a Trademark Match to the Validated Mark; and
- h) where the Application relates to a letter/letter two-character ASCII label, the Applicant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

9.2. The Applicant and the Registrar understands and acknowledges:

- a) that the act of submitting an Application for a domain name in no way guarantees that domain name will be Allocated to the Applicant;
- b) where multiple Applications are received for a domain name during the Landrush phase, that those Applications may be subject to the auction processes as described in the Landrush phase section below, and agree to the terms of the auction process;
- c) that the fees in relation to a domain name are separate to any fee paid in relation to the Auction process;



d) Registry Operator may prevent an Applicant from making an Application and registering or renewing a domain name where that Applicant has been found to be in breach of the ICANN or Registry policy.

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

a) to be subject to this and any other Policy issued by Registry Operator, and acknowledge that any domain name may be subject to a dispute resolution process and that the outcome of such process may result in the domain name registration being transferred to another entity, being suspended or cancelled;

b) to indemnify and keep the Registry Operator (including its employees, agents and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by us arising out of or in connection in any way with its breach of any policy or agreement that it may have with Registry Operator;

c) there is no guarantee that the Applicant will be allocated the domain names requested in the application;

d) domain names in the Registry TLD may be variably priced, for example, some reserved list (premium) domains may have different pricing than standard domain names;

e) domain names in the Registry TLD may further have non-uniform renewal registration pricing such that the Registration Fees for a domain name renewal may differ from other domain names in the Registry TLD;

f) domain names in the Registry TLD may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain name; and

g) the Registry takes no responsibility for any mistakes on the Application including misspellings, errors in processing or payment.

10. Liability

10.1. To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.

10.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

10.3. Applicants and Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

10.4. For the purposes of this Article, the term “Registry” shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.

10.5. The Registry is not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



Section 2 - .CLOUD Privacy & Whois Policy

This Privacy & Whois Policy forms part of the Registry Policies that apply to and govern the registration of a Domain Name. Words in capitals used in this policy have the meaning set out in the definitions.

It is to be supplied by the Registrar to the Registrant as a precondition to registration of a .CLOUD Domain Name.

11. Preamble

On registering a Domain Name a Registrant enters into a Registration Agreement with a Registrar which requires the Registrant to provide the Registrar with certain information about the Registrant (the “Registrant Information”). By registering a Domain Name a Registrant agrees to that Registrant Information (which may include Personal information) being provided to the Registry and for it to be used in the way described by the Registry Policies including this Privacy & Whois Policy.

12. Objectives

The objectives of this Privacy & Whois Policy are:

- a) to disclose to the Registrant, how and in what circumstances Registrant Information is used and may be disclosed to someone else;
- b) to inform Registrants as to what the Registry may do if it becomes aware that Registrant Information (including Registrant information used in connection with the Registry’s “Whois” service) is inaccurate.

13. .CLOUD “Whois”

The Registry collects and maintains a database of Registrant Information that is used for a publicly accessible information service known as the .Cloud “Whois” service. This Whois service **may make** available to the public the following information in relation to a Domain Name:

- a) Technical information on the DNS servers resolving a Domain Name;
- b) The date the Domain Name was inserted into the Registry’s database;
- c) The date of last modification;
- d) The date of expiration;
- e) The current status of the Domain Name;
- f) The Registrar’s contact details;
- g) The Registrant’s name;
- h) The Registrant’s physical address and/or alternate address;

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



- i) The Registrant's email and phone numbers and/or alternate address;
- j) The Registrant's state and/or alternate address;
- k) The Registrant's country and/or alternate address; and
- l) Details of nominated administrative, technical and billing contacts.

14. "Proxy" Registrations

It is possible that the Registrar used by the Registrant may offer a service whereby "private" or "proxy" information is provided to the Registrar in place of the Registrant's name and/or contact details. Where a Registrant makes use of such a service, the "private" or "proxy" information will be made available to the public as part of the .CLOUD Whois service in place of the Registrant's name and/or contact details.

Even where a Registrant makes use of such a service, the Registrant's name and/or contact details shall be disclosed by the Registrar (i) to a URS or UDRP provider in response to a request from such a provider in connection with URS or UDRP proceedings; (ii) if an Italian court or the court of any competent jurisdiction orders disclosure.

15. Escrow Obligations

The Registry is required under the terms of its Registry Agreement with ICANN to provide DNS data and Registrant information, including Personal Information, on a regular basis to an Escrow Agent. The Escrow Agent is required to keep this information confidential, but the Escrow Agent may be required to transfer Registrant Information, including Personal Information, to ICANN and an ICANN-mandated back-up registry operator ("EBERO" or Emergency Back End Registry Operator) if that is considered necessary to ensure the safety and integrity of the Registry's TLD database.

16. Other Uses

The Registry also collects and uses Registrant Information:

- a) insofar as this is otherwise reasonably necessary in the carrying out of its functions and/or activities as the operator of the .Cloud Registry;
- b) to provide Registrants with information as to the operation of the .Cloud Registry. Such information may include notifications to Registrants of changes to this or other Registry Policies; and
- c) in connection with the Data Quality and Data Security activities described later on in this Policy.



17. Disclosure

The Registry may also use or disclose Registrant Information (which may include Personal Information) for a purpose other than in connection with the ordinary operation of .Cloud where:

- a) The Registrant has consented to such use or disclosure; or
- b) The Registry believes in its sole judgment that the use or disclosure is necessary:
 - i. To lessen or prevent a serious and imminent threat to an individual's life, health or safety;
 - ii. To lessen or prevent a serious threat to public health or public safety;
 - iii. Because the Registry has reason to suspect that unlawful activity or a violation of the Registry Policy has been, is being, or may be engaged in, and the Registry uses or discloses the Registrant Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the Acceptable Use Policy) or authorities;
 - iv. Because the use or disclosure is required or authorised by or under law, rule or regulation;
 - v. Because the Registry believes that the use or disclosure is necessary for one or more of the following, by or on behalf of an enforcement body:
 - The prevention, detection, investigation, prosecution or punishment of civil or criminal offences, or any other breach of law;
 - The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal;
 - vi. As requested by a dispute resolution provider in connection with a Uniform Domain Name Dispute Resolution Policy (UDRP) or Universal Rapid Suspension (URS) proceeding, as mandated by ICANN, or as agreed by the parties to a .Cloud Complaint Resolution Service mediation.
 - vii. For any other lawful purpose, other than marketing purposes.

18. Data Quality

18.1. The Registry may take steps to make sure that the Registrant Information it collects, uses or discloses is accurate, complete and up-to-date. This may include active email, SMS or phone communication from the Registry to the Registrant that bypasses the Registrar through whom the Registrant has registered the Domain Name.

18.2. The Registry may conduct Whois verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete Whois data at least twice a year. The Registry will notify the relevant Registrar of any deficiencies triggering the Registrar's obligation to solicit accurate and complete information from the registrant.



19. Data Security

The Registry shall take the steps required by the laws of Italy to protect the Registrant Information it holds from misuse and loss and from unauthorised access, modification or disclosure to the extent required by law.

20. Internet Security

The Registry may monitor and/or scan any content published under a Domain Name registered in the Registry for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry, or content which is illegal.

21. Accuracy of Registrant Information

The Registry may, without further notice to the Registrant, suspend and/or terminate the Registrant's registration of the Domain Name if for any reason the Registry reasonably believes:

- a) that Registrant Information in connection with any Domain Name is false, inaccurate, incomplete, unreliable, or misleading in any respect or has not been kept up to date; or
- b) that the Registrant is not either: (a) an identifiable human individual; or (b) a properly described and legally-recognized entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company, which is able and has all necessary authorities to enter into an agreement with the Registrar in relation to the Domain Name;



Section 3 – Launch Plan

22. Qualified Launch Program (“QLP”)

22.1. The Qualified Launch Period is a period where the Registry Operator may allocate second-level domains to selected registrants prior to the allocation of second-level domains in the Sunrise Period (as defined below). Registry Operator will select registrants that it believes may improve the overall understanding and quality of the top-level domain.

22.2. In order to register a second-level domain during the QLP, the Registrant must be invited by the Registry Operator.

22.3. Domain names will be registered on a first-come, first served basis during this period. All other Rights Protection Mechanism terms will apply to domain names registered during this Period.

23. Sunrise Phase

23.1. The Sunrise Phase shall last for sixty (60) days and shall commence on the day indicated by the Registry on the Registry Web Site.

23.2. Eligibility

To be eligible to submit a Registration Request under Sunrise, a Sunrise Applicant must be the registrant of a corresponding TMCH entry, and the domain name sought must correspond to the entire eligible text of the TMCH entry in accordance with the applicable TMCH requirements.

23.3. SMD File Requirements

The Applicant must first provide information required by the TMCH to obtain the SMD File as detailed in Sections 2 and 3 of the TMCH Guidelines. The TMCH then will issue an SMD File to verified applicants. The Sunrise Applicant must submit a valid SMD File along with its Sunrise Application. The Registry Operator will perform verification of the SMD File and confirm that the applied for Label is contained in the SMD File. Where verification of the SMD File fails or the applied for Label is not contained in the SMD File, that Application will be rejected.

23.4. Allocation of Domain Names

At the conclusion of Sunrise, unique applications for Available Names will be allocated to Applicants who have submitted Registration Requests that meet the eligibility criteria described herein and in accordance with Registry Policies.

Where more than one eligible Sunrise Applicant applies for the same domain during the Sunrise Period, an auction will be held between the Sunrise Applicants for the name. Auctions between



all qualifying applicants will be conducted in accordance to rules, procedures and terms of use posted on the Registry's website.

Domains allocated in the Sunrise phase will be placed in a "Sunrise Lock" for a minimum of 60 days to allow parties to file Sunrise Challenges. Domains in Sunrise Lock cannot be updated, transferred, or deleted.

23.5. Sunrise Applicant Notification

Notification to Sunrise applicants will be as follows:

- a) At the end of Sunrise, the Registry Operator will notify Registrars who sponsored a Sunrise Application of applicable Sunrise Registration allocations. Registry Operator may also notify the Applicant directly.
- b) In the event two or more Sunrise Applications are received for the same Domain Name the Registry will notify the Registrar(s) who sponsored such Sunrise Applications and advise them of the impending auction for the Domain Name.
- c) Registrars receiving notice of a pending auction must pass on such notice to their Sunrise applicants.
- d) At the conclusion of an auction for a Domain Name, the sponsoring Registrar(s) for Sunrise Applications will receive notice informing which Sunrise Application:
 - i. Prevailed in the auction and was allocated the Domain Name; and
 - ii. Lost in the auction.
- e) The Registry Operator may notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been made.
- f) The Registry Operator may also publish all or any portion of a pending Sunrise application online (e.g., via WHOIS).

24. Landrush Phase

24.1. Duration

Registry Operator will offer a ten (10) day Landrush period following the end of the Sunrise Period. The Landrush Period operates to allow any Applicant to apply for a domain name in the TLD before the commencement of General Availability.

24.2. Requirements

In order to participate in a Landrush Period the Applicant must submit an Application for a domain name that:

- a) Was not previously Allocated or Reserved;
- b) Is Eligible for Allocation; and
- c) Is not the subject of an Application that is being currently processed by the auction provider in respect of a Sunrise Auction, where more than one Applicant qualified for the same domain name.



Potential Landrush Applicants will be notified by their Registrar if a domain name the applicant wishes to apply for does not meet the above criteria.

24.3. Allocation of Domain Names

Where more than one eligible Landrush Applicant applies for the same domain during the Landrush Period, an auction will be held between the Landrush Applicants for the name. Auctions between all qualifying applicants will be conducted in accordance to rules, procedures and terms of use posted on the Registry's website. Applicants will be notified of such auctions by the Registrar who sponsored the Landrush Application. Domain names subject to a Sunrise Auction, will be withheld from registration until resolution of the auction.

25. General Availability

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

26. Claims Period

In order to meet ICANN's requirements, a Claims Period will operate for the entire Landrush Period and the first ninety (90) days of General Availability. Throughout the time when the Claims Period operates, during the process of making an Application for a domain name, the Applicant will be notified (via a Claims Notice) if the applied for Label is a Trademark Match to a Trademark Record in the Trademark Clearinghouse. Where that label is allocated, the Trademark Holder with the corresponding Trademark Record will be notified of such by the TMCH Sunrise and Claims Operator.



Section 4 – Acceptable Use Policy

27. Acceptable Use

Our goal is to ensure the security, stability and fair use of the TLD and our Service for all Internet users. We will take all reasonable actions to:

- a) protect the security and stability of the Service;
- b) comply with any applicable laws, government rules or requirements, dispute resolution processes, or valid requests of law enforcement agencies that apply to us;
- c) avoid any liability, civil or criminal, on our part, as well as our affiliates, related entities and subsidiaries, including officers, directors, and employees of such; and
- d) correct mistakes made by us or any authorised user in connection with the use of the Service.

28. Detection of Behaviour that Contravenes this Acceptable Use Policy

Behaviour that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

- a) our on-going monitoring activities and participation in industry information sharing and monitoring groups; or
- b) third party notifications submitted to us from either the general public, law enforcement, government agencies, regulatory bodies, and industry partners.

29. Your obligations when using the Service

As a user of our Service, you agree that you will not use, and you will not permit others to use, the Service we provide:

- a) for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- b) in a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- c) in violation of the legal rights of others, or to encourage such violation;
- d) in contravention of any guidelines, requirements or policies that may be issued by us from time to time;
- e) to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- f) to modify, affect, disable or circumvent any aspect of the Services or the use of the Services;
- g) to generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations;
- h) to disrupt the Service or any third party service that may use the Service;



- i) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or
- j) to facilitate any of the above.

30. Provision of the Service

We provide the Registry Service in relation to the TLD. No other party may create domain names at any level in the TLD, for the purpose of sale, licensing, sub-letting or leasing of the domain name. The Registrant of a domain name, as recorded in the Registry Service, will be responsible for:

- a) the use of their domain name;
- b) ensuring that the use of the domain name, where that domain name is a two letter Label that corresponds to a country code described in the ISO 3166-1 alpha-2 standard, avoids confusion with the corresponding country code;
- c) any domain names that may be created at a level subordinate to that domain name; and
- d) compliance with this policy and any of our other policies.

31. Sub-Domains

Sub-domains are not permitted for commercial or non-commercial use, without the express permission of the Registry Operator. You must not register a domain name for the purpose of creating a sub-registry, without the express permission of the Registry Operator. The Registrant must retain control, responsibility and ultimate authority over all content associated with the domain name.

32. Actions we may take

Should we, in our sole discretion, determine that you have failed to comply with any provision of this Acceptable Use Policy, you acknowledge that we may:

- a) restrict, suspend or terminate your access to the Service;
- b) where your use of the Service is in relation to your Allocation of a domain name, cancel, lock, place on hold, transfer or delete the domain name;
- c) where required to do so, report such failure to comply to any law enforcement, government or quasi-governmental agencies, or regulatory bodies; and
- d) subject to our Privacy Policy, notify industry information sharing and monitoring groups.

We reserve the right take any action on any domain name or transaction that we deem necessary, in our sole discretion:

- a) to protect the integrity and stability of the Service;
- b) to comply with our obligations to ICANN;
- c) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;

Aruba PEC S.p.A.
VIA SAN CLEMENTE 53
24036 PONTE SAN PIETRO (BG)
Tel. +39 0575.05.04- FAX +39 0575.862.000
www.pec.it

an **aruba.it** company

Registered Capital € 6.500.000,00
REA: Number BG 445886
Tax Code 01879020517
VAT Number 01879020517



- d) to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- e) to ensure compliance with the Published Policies;
- f) to stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;
- g) for the non-payment to us of any fee; or
- h) to correct mistakes made by us, any Registrar or any of our service providers in connection with an Application for a domain name, or a domain name.

Any action that we may make in relation to this Acceptable Use Policy:

- a) may be taken with or without notification to you; and
- b) is in addition to any other rights that we may have in law.

We are not required to give reasons for action taken as per above but may do so from time to time where we deem it appropriate at our absolute discretion.