# .travel Registry Policies

# **Tralliance Registry Management Company**

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#### 1. ELIGIBILITY

## 1.1 General Policy

The TLD is intended to serve the needs of the local, domestic and international travel industry and anyone who provides, or intends to provide, any products, goods, services or content to such industry (the "Community").

The TLD is responsible for establishing registration requirements for the TLD consistent with the Community. All people, businesses, organizations and entities, however constituted, engaged in (or intending to engage in) or related to the foregoing definition of the Community shall be eligible to register in the TLD.

The Registry may establish stricter requirements for registrants by published policy statement. The Registry, with the advice of The Travel Partnership Corporation, or other travel associations or organizations that may, by Registry's selection, usefully provide advice from time to time, may, for the guidance of all parties interested in the TLD, enumerate and identify industry sectors that are deemed to be within the meaning of Community and eligible for registration. Such an enumeration is set out below, which list is illustrative only and not an exhaustive listing of all industry sectors within the Community.

- a. Airlines
- b. Attractions/Theme Parks
- c. Bed & Breakfast Houses
- d. Bus/Taxi/Limousine Operators
- e. Camp Facility Operators
- f. Car Rental Companies
- g. Computer Reservation/Travel Technology Provider
- h. Convention & Visitor's Bureaus
- i. Cruise Lines
- j. Ferries
- k. Hotels/Resorts/Casinos
- I. National Tourism Offices
- m. Passenger Rail Lines
- n. Restaurants

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- o. Tour Operators
- p. Travel Agents
- q. Travel Media
- r. Travel-Consumer and Market Research Organizations
- s. Travel related Insurance
- t. Education
- u. Travel Associations and their members
- v. Travel search sites and applications, including any such site or application for use with the Internet or as an "app" for any mobile telephone or other communication device
- x. Travel technology providers
- y. Travel media providers

The Registry may amend, clarify, extend or re-enumerate the industry sectors identified above, provided that such changes are within the scope of the definition of "Community" set out in item 1.1, above. In such event the Registry will promptly make such changes public in the manner contemplated in its agreement with ICANN.

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#### 2. NAME SELECTION

#### 2.1 Name Selection Policies in General

There are two types of **.travel** Name selection policies:

- 1. Name selection restrictions that flow from ICANN policies and contracts; and
- 2. Name selection restrictions that flow solely from the Registry's delegated authority.

The central principle of name selection is that the first eligible applicant for registration of a name will be entitled to register that name. The date and time of completion of all registration requirements, following completion and approval of authentication data, will determine the applicant's order of priority.

Any name that is not registered by reason of the ineligibility of the applicant will be available for registration by any eligible party.

#### 2.2 ICANN-related Name Restrictions

#### 2.2.1 Permissible Characters and Naming Conventions

Domain names must:

- be at least 3 characters and no more than 63 characters long;
- be a name on the second level (e.g. AAA.travel where "AAA" designates the second level) unless approval has been obtained for name registration at the third level (e.g. BBB.aaa.travel, where "BBB" designates the third level;
- not contain a hyphen on the 3rd and 4th position (this usage is reserved for International Domain Name implementation);
- contain only letters (a-z), numbers (0-9) and hyphens or a combination of these; and
- start and end with an alphanumeric character, not a hyphen

#### 2.2.2 ISO characters

Two-character names are initially reserved,

#### Country Names

Country names are not available for registration as second-level names according to the Registry's contract with ICANN, the Registry will permit limited registration within the terms of the policy set out in subsection 2.2.3 below.

#### 2.2.3 Reserved Words and Reserved Names

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<u>ICANN Reserved Words</u>—The Registry's contract with ICANN includes an Attachment that sets out certain words that are routinely used in managing the Internet (e.g. xml, nic). These words must be permanently reserved. The contract also sets out other reserved words are set aside for the operation of the **.travel** Registry (e.g. whois). These words are selected by the Registry and the Registry Operator and are also permanently reserved.

<u>Country Words</u>—The Registry will set aside a group of country words that will be available for registration only according to policies specifically relating to the registration and use of such names. The group of country names will include the names of all countries in English and also in their local form. See, subsection 2.3.3 and 2.3.4 below.

<u>Disputed Names</u>—The Registry may set aside names that are being reviewed under **.travel** dispute resolution procedures. These names may become available for registration after the dispute is concluded.

## 2.3 Registry-defined Name Policies

#### 2.3.1 Registerable Names

No Limitation—Any applicant that is eligible under section 2.1 will be entitled to register any domain name that is not registered at the time of their registration submission through an approved registrar.

<u>No Limitation in Number</u>—Registrants are not limited in the number of names they may register.

<u>Registrant Representations</u>—The registration application and registrant agreement will contain positive representations from the registrant that they are entitled to the name(s) they are or have registered. Breach of such representation will allow the Registry to revoke ineligible names at any time.

<u>Use Incentives</u>—The Registry has the discretion to develop incentives for use of any domain name, such incentives to apply to any name registration that occurs after such restrictions come into effect.

The Registry has not defined an incentive program for use of .travel domain names.

<u>Equivalent Rights</u>—The Registry will accept any registration applications on a "first-come, first-served" basis. In the event an application does not meet the requirements of the Registry Policies, then such **.travel** domain names will remain in the general pool of available names.

Names Including the String "travel"—Where the applicant's held or used names include a name including the word "travel" in any position (e.g. ABC Travel, or ABC XYZ Travel, or Travel ABC), the Registry will accept registration of a name in which the string "travel" is formed at the first level and the remainder of the name is formed at the second level (e.g. ABC Travel may register the name "ABC.travel", subject to limitations that may be placed on

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the string at the second level as a result of the Registry's policy on ICANN Names, Industry Names, Country Names and Place Names.

#### 2.3.2 Multipart Names

The Registry will accept registrations of multipart names only where such parts are separated by a hyphen in the correct location (e.g. AAA-BBBB.travel). Names in the form AaaBbb.travel are not considered multipart names and no restrictions apply.

#### 2.3.3 Country Names

The Registry will reserve country names. Such names will be blocked or posted in its reserved word list which will be available to any applicant on the Registry website. Country Names, such names will only be made available in a manner consistent with ICANN and other applicable policies at the time.

#### 2.3.4 Industry Names

Effective December 19, 2008 the Registry may from time to time release any and all Industry Names then on reserve and the Registry has the discretion to either register in the name of the Registry any names found on the Industry Names reserved list and use such name registrations, or to offer such Industry Names for general registration.

#### 2.3.5 Third-level Names

All registrants will have the right to use any name at the third level, where they hold the right to the second level name (e.g. where AAA.travel is held, the registrant will be entitled to use BBB.AAA.travel, CCC.AAA.travel etc.) Such third level uses are not managed or supported by the Registry.

Registrants are not entitled to sell or allocate third level names to entities that are not owned or controlled by the registrant. For example, a travel association is not entitled to allocate third level names to its members.

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#### 3. .TRAVEL REGISTRATION POLICY

## 3.1 Wholesale Pricing

The Registry sets the wholesale price that it charges registrars and the terms for which registrations are available. Registrars set retail prices and each registrar may have a different retail price. Registrars are free to bundle registrations with other products or services. Registrars commonly register names through resellers who are not ICANN-accredited. The Registry does not charge a separate fee for authentication. The registration wholesale fee includes the cost of authentication.

The Registry may change the wholesale price at any time by providing notice to registrars. The wholesale price may vary according to policies set by the Registry for promotion programs, bulk name registration and so on.

The Registry, in its discretion, may provide refunds to registrars in the event that a registered name is revoked either as a result of a deletion or as a result of a denial of eligibility.

#### 3.2 General

The .travel registration process has four transaction segments:

- 1. Eligibility review, and **authentication**.
- 2. Name selection and registration **application**.
- 3. **Approval** and name provisioning.
- 4. **Denial** and review.

Segments 1 and 2 are invariable. Segments 3 and 4 are alternate.

## 3.3 Application

The process for applying for a name registration may begin with authentication of eligibility by an applicant entering from <a href="https://www.travel.travel">www.travel.travel</a>, the official site of the .travel TLD, a travel industry website, or from an alternate website that provides access to the Registry's authentication system, including a registrar site. Name registration will in all cases require them to link to a registrar site. ICANN-accredited registrars will transact all name registrations.

Eligibility data must be authenticated in order for a registrant to continue to hold a domain

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name. Authentication may occur prior to or after name registration, at the discretion of the Registry. Each registrar will handle name selection and application in their usual manner.

Effective December 19, 2008 the Registry will permit registration of an available domain name immediately upon completion of an authentication data submission. Authentication reviews may, therefore, occur following domain name registration and where a registrant is found to be ineligible subsequent to registration of a domain name(s), and such ineligibility is due to mistake or error on the part of the registrant, their registration fee will be refunded.

Once the applicant has supplied all required authentication data the applicant will be given a number, called a Unique Identifying Number (UIN). A UIN, once approved, confirms eligibility for up to one year and the holder will be reviewed annually or at any other time by the Registry to ensure that their authentication data has not changed in the prior period and that they are eligible. If any change has occurred the holder of a UIN at any time they must resubmit their authentication data and it must be reviewed and confirmed as for an initial authentication.

The registrar will present the applicant with one registration agreement which will be comprised of either a standard registration agreement with the registrar and a registration agreement with the Registry, or a single registration agreement that incorporates Registry terms by reference.

#### 3.4 Authentication

The authentication website may be the .travel Registry site or the site of an association named by the applicant, a registrar, or a third-party provider of such services.

The applicant will complete a data form that includes data that is not included in whois. The additional data supports the authentication review process. If the applicant elects not to deliver the addition data they will be denied registration.

Applicant data supplied for authentication purposes will be held and used by the Registry for authentication purposes. Authentication requires a confirmation by an applicable association, by a non-industry third-party or by the Registry. Review may occur before or after name registration. The reviewing organization will review all applicant data submitted online and may require further material supporting eligibility. Once reviewed the reviewer will confirm or deny the application. Confirmation will be conveyed to the applicant by email.

Approval permits the holder of a UIN to apply to register a domain name, subject to restrictions on name selection and reserved names.

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## 3.5 Denial

Denial initiates notification to and the applicant of the start of a 30-day period during which it may apply for a denial review. For policies on the review of denial, see Dispute Resolution Polices, Section 5.

No denied names are held or reserved during the denial review process.

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#### 4. REGISTRAR-SELECTION AND OVERSIGHT

#### 4.1 Selection

Registrar selection is solely within the management of the Registry. While the Registry must be open to applications from all accredited registrars it is only obligated to accept registrars that meet its criteria.

The Registry's Agreement with ICANN includes an Appendix devoted to selection of registrars. The Registry will set the following selection criteria:

- 1. Recognition of the industry-specific nature of the .**travel** TLD and demonstrated willingness to participate in providing registrar services to registrants in full support of the policy requirements established for eligibility and name selection; and
- 2. Acceptance of registry policies and designated procedures for grace periods for registrants.

## 4.2 Oversight

The Registry will oversee all of the registrars it authorizes. Oversight is restricted to application of Registry policies, delivery of registration agreements, handling and processing of registrations according to eligibility and authentication procedures, delivery and updating of whois data, and management of transfers and renewals.

The Registry does not oversee registrar handling of registrant accounts, payments, refunding, credit cards or marketing and promotion to potential registrants.

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#### 5. DISPUTE RESOLUTION AND DENIAL REVIEW

#### 5.1 General

There are no priorities or privileges in name registration in the **.travel** TLD. All eligible registrants are entitled to apply for registration of any name they select and to which they have a "basis" for eligibility under **.travel** policies. The first registration in time is the only source of priority, subject to the application of the formal dispute resolution policies under the Sponsorship Agreement with ICANN.

The parties to a dispute under PICDRP and UDRP pay their own costs. Costs of these procedures are determined by the dispute provider and not by the **.travel** TLD, the Registry or the Registry. Disputes handled by the Registry or by TTPC are conducted at no cost to the applicant since these disputes are only in cases of denial of eligibility.

## 5.2 Categories of Disputes

There are two types and categories of disputes each with an appropriate dispute policy:

- 1. Complaints over **denial** of eligibility that are handled **informally** by the Registry alone;
- 2. **Disputes** by any party that a registrant is has registered a name that is identical or confusingly similar to a trademark or service mark in which the claimant has rights, and that the registrant has no rights or legitimate interests in the domain name, and that the domain name has been registered and is being used in bad faith, that are handled under ICANN's Uniform Dispute Resolution Policy (UDRP).

#### 5.2.1 Denial of Eligibility and Informal Resolution

It is the role of the Registry to assist its community to avoid disputes that can become costly and time-consuming. The **.travel** Registry anticipates that disputes over name eligibility and selection will be minimal within the travel community, therefore it has put in place an informal procedure to assist the travel community in dealing with denials of eligibility in a way that supports community needs and values. The **.travel** Registry's informal denial procedures will not supercede any formal dispute procedures.

When authentication is denied, all applicants will be informed that they have 30 days to request the staff of the Registry to review their application and the reasons for denial. Such request must be made in writing and will carry no cost.

Within 5 days of such a request for review the Registry will inform the applicant of any documents or supporting material that may be useful in carrying out the review. The applicant is under no obligation to provide additional material but in the event that they refuse such material their review will terminate. In the event that the informal staff review

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continues it will be completed within 5 business days of the date on which all material has been provided.

If the staff decision is to continue to deny eligibility there are no further review procedures available. A denial of eligibility will be recorded against the applicant's name and they will not be entitled to register a domain name until their circumstances have changed such that their eligibility is confirmed in the usual manner.

In the event that an applicant's circumstances have changed and it considers itself to be eligible it may request a review of eligibility prior to making a future application for name registration.

#### 5.2.3 Disputes under PICDRP

The .travel TLD will carry out its commitments under the ICANN PCDRP. Such disputes are expressly covered by ICANN PICDRP and handled by the dispute provider selected by ICANN.

## 5.2.4 Disputes under UDRP

When a registrant registers a domain name that is identical or confusingly similar to a trademark or service mark in which the someone has rights, and the registrant has no right or legitimate interests in the domain name, and the domain name has been registered and is being used in bad faith, mandatory administrative proceedings can be initiated by a trademark holder by filing a complaint with an approved dispute resolution service provider.

The role of the **.travel** Registry in this situation is only to provide information on the steps to be taken for dispute resolution, provide all information on the dispute that is available and terminate any further direct involvement and contact with the parties in dispute, other than to facilitate any subsequent decision made by a UDRP proceeding.

Administrative proceedings for the resolution of disputes under the CEDRP and UDRP will be governed by such procedures and also any supplemental rules of the provider administering the proceedings, as posted on its website.

#### 5.2.5 Action by .travel Registry following UDRP Decisions

The **.travel** Registry will make any changes, transfers or adjustments as have either been agreed to by both parties or ruled upon by formal dispute resolution bodies. Direction to take such action must be provided to **.travel** Registry in writing from officers of both organizations in dispute or by the presiding officer of the formal body that has made a binding decision in the dispute.

**.travel** registry reserves the right to assess additional fees against the parties in the dispute to cover the cost of lengthy or time-consuming involvement in the dispute.

#### 5.2.6 Disputes under Formal Court Jurisdiction

The registrant agreement will state that it is subject to local law. This means that any local legal procedures are available to registrants or against registrants, or in some cases against the registrar or Registry if their domicile is local.

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## 6. REGISTRY DATA, WHOIS AND PRIVACY

#### 6.1 General

The **.travel** Sponsorship Agreement includes an ICANN requirement that the Registry provide full WHOIS information for each domain name that is registered

In addition to such whois information collected by the registrar, the Registry will collect two further groups of data during the authentication process. Both of these blocks of data are collected directly from the applicant and with their consent and are not collected as part of the name registration process:

- 1. The authentication data is the data that is required to support the authentication process. This data will include the name of the association of which the applicant is a member, as well as other data determined by the Registry from time to time as essential to authentication. Delivery of this data is mandatory. Registration will not proceed if the applicant does not supply the data. This data is held by the Registry. The Registry has the right to use all authentication data and to authorize its direct agents to use all authentication data for the purpose of authenticating eligibility of the applicant.
- 2. The .travel directory data is the data that will be used as the registrant's entry in the travel industry directory developed by Tralliance. The industry directory data is not mandatory but is integral to the registration process since it is a value added service that is being provided for no additional fee and will therefore be conveyed by the applicant to the Registry as such.

#### 6.2 Information Collection and Use

The Registry will compile and maintain a publicly accessible registration database that includes basic information about each domain name registered with us, including the names, telephone numbers and email addresses of individuals designated as points of contact for a given domain name.

The Registry may use registration information to be in communication with a registrant about their account, technical questions the registrant may have about services provided by the Registry, or any other matter relating to those services. The Registry will also use information about the registrant to:

- 1. ensure that the registrant is billed properly;
- administer the registrant's account in accordance with the registration agreement;
- 3. properly perform registration services;
- 4. provide general information to the registrant, including newsletters, surveys, and information about Registry service or product offerings; and
- 5. provide directory related services

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## 6.3 Information Disclosure

The Registry Agreement requires the Registry to disclose each registered domain name and its associated IP numbers, called the "TLD zone files", to TLD server administrators. The Sponsorship Agreement also requires the Registry to disclose the TLD zone files to other interested persons, provided those persons agree, among other things, not to use the TLD zone files for improper purposes, including the transmission of unsolicited commercial email. Currently, it is not the commercial practice to charge for such zone file access, but the present zone file agreement with ICANN certainly provides for the possibility of such a charge after approval by ICANN.

Whois constitutes the most public source of information about registrants and is available to the general public at all registrar sites. These services give users access to such data on a query-by-query basis.

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## 7. REGISTRANT AGREEMENT—LICENSE PERIOD, RENEWALS, REVOCATION

#### 7.1 General

This policy covers the key terms of the Registrant Agreement. A Registrant Agreement must be accepted by each registrant.

## 7.2 License Term, Renewal and Redemption

The initial license period for a **.travel** domain name will be a minimum of one year and a maximum of ten years. It is within the discretion of each registrar to determine the license terms that it will offer.

All registrations, renewals and transfers will be processed only by ICANN-accredited registrars that have also been authorized by the Registry.

The license to use the **.travel** domain name can be renewed at any time for further terms of a minimum one year, subject to the current terms and conditions. The managing registrar, or the Registry, are the only parties that are entitled to attempt to contact the registrant (or their agent) when the domain name requires renewal. Each registrant is responsible to ensure renewal.

Registrants applying for renewal of a name may be required provide, update or confirm all information required in an initial application, including eligibility information. This information is required to update whois data but is also taken to ensure that eligibility has not changed.

Complaints by registrants that their names have been deleted without proper notice of the coming end of a license period have caused a redemption-grace period policy to be introduced by ICANN. The Registry has adopted a redemption-grace period.

## 7.3 Continuing Eligibility

Eligibility is the central requirement to hold a **.travel** domain name. It is therefore necessary that a registrant maintain their eligibility throughout the term of the license, including renewal. If the registrant ceases to be a member of the travel industry as defined by current policies and practices of the Registry, then the registrant must give notice of such change within 14 days of ceasing to be eligible.

In the event that the registrant does not notify the Registry of a change of status, the Registry may revoke all registrations held by the registrant immediately upon becoming informed of the change of status. The Registry may require further information from the registrant to determine eligibility.

In addition to the obligation on the registrant to notify the Registry of any change of its status, each travel organization that is assisting the Registry in the authentication process may be required to solicit and receive an update of all authentication data from each registrant. The authenticating organization shall provide the Registry with all such information

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and shall confirm to the Registry that the registrant continues to be eligible to hold the name it has registered. In the event that the registrant is no longer entitled to hold the name, the Registry shall inform the registrant of that determination and the registrant will be given 30 days to provide updated and correct authentication data that confirms its eligibility. Where such information is not provided, or, if provided, does not support the registrant's eligibility, the Registry will so inform the registrant and provide the registrant with a right to request a review of the denial as if it had been an initial registration. At the time when such review period has ended and the registrant remains ineligible, the Registry shall revoke the name and it has be returned to the list of available names.

The Registry's rights to require notice of a change of status, to revoke a name unilaterally and to require information is contained in the registrant agreement by reference to these policies.

## 7.4 Domain Name Transfer

#### 7.4.1 Transfer Between Holders

Domain names are transferable from one eligible holder to another. Such transfers will be effected through a registrar and the transfer will require that the transferee will provide the same information as required of a new applicant and such transfer will be subject to the same authentication procedures and requirements as applied in the initial registration. However, these authentication procedures will not occur through the facilities of a registrar, but will happen through direct connection by the transferor or transferee with the authentication system managed by the registry operator.

Eligibility of the transferee is essential and the Registry will take any steps necessary to ensure that all registered names are held only by eligible entities. The Registry will implement the following procedures to ensure eligibility of transferees:

- 1. The registrant agreement will require that the initial registrant and the transferee inform the Registry of any change of ownership of the name. No name transfers will be valid without acceptance of the registrant agreement by the transferee. A failure to inform the Registry of a name transfer will be a breach permitting the Registry to revoke the name.
- All organizations providing the Registry with authentication services will be required to
  provide annual updates to all authentication data. These updates will include questions
  covering changes to the name registrant, new names acquired or names sold or
  transferred.
- The Registry will receive reports of changes to whois data from all registrars and will
  assess such changes to determine whether a transfer may have occurred and will obtain
  further information from the registrant, registrar or authenticating association as
  necessary to confirm eligibility.

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Authentication and approval are a cost to the Registry and the registrar. The Registry will require that the name license be extended for a minimum of twelve months at the time of transfer. Each registrar will be entitled to impose a charge for transfer.

## 7.4.2 Transfer to Change Registrars

Name registration accounts can be moved between registrars. This kind of name transfer has created a great deal of conflict between registrars and a great deal of complaint from registrants since it is sometimes blocked or not acknowledged expeditiously. The matter is under consideration by all parties. However, it is in the Registry's interest to permit such changes as a service to a registrant who may wish to have a new registrar that will provide it better service. A change of registrars carries no cost of authentication or approval and so the Registry will not charge for such a change but will require an extension of the registration period for one additional year.

## 7.5 Suspension and Revocation

The Registrant Agreement will contain terms permitting the Registry to revoke the license to use a **.travel** domain name for the reasons outlined below:

- 1. The registrant's **status changes** and they cease to be a member of the eligible community defined by the **.travel** Charter and **.travel** policies;
- 2. If any prescribed registration, transfer, renewal or other **fee is not paid**;
- 3. If a warranty made by the registrant or their agent is breached (see, subsection 6.6 below);
- 4. If any **information** provided in the course of registration is **incorrect**;
- 5. If **misleading, incomplete or incorrect information** is supplied in the application for registration, transfer or renewal;
- 6. Failure to comply with any .travel policy that applies to the registrant at any time;
- 7. If a **court** of competent authority **orders** that the .**travel** domain name should not be licensed to the Registrant, be removed from the registry or be licensed to another person;
- 8. If the .travel domain name, or the use of the .travel domain name, is not in the best interests of the Sponsored community;
- 9. If **instructed** by the registrant or its authorized agent; and
- 10. If a **.travel** domain name which could not otherwise be registered under this policy is registered through **mistake** on the part of the registrant or the Registry.
- 11. The Registry requires registrars to include in their Registration Agreements a provision prohibiting holders of .travel names from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related

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procedures). If a holder of .travel name is determined by third-party review to have engaged in any of the foregoing practices, the Registry will conduct its own review of such conduct and may, in its discretion, suspend or revoke all names related to such finding.

## 7.6 Warranties

The registrant agreement will contain terms of representation and warranty provided by the registrant to the Registry, breach of which will be grounds for revocation. The following are the basic warranties and representation:

- 1. the registrant understands the eligibility requirements of the **.travel** TLD and meets those requirements,
- 2. the selected name meets the requirements of all .travel name registration policies;
- 3. information provided is accurate and complete, and that any future changes to this information will be provided in a timely manner;
- 4. the registration of the domain name nor its use will directly or indirectly infringe the legal rights of a third party or contravene any .travel policies;
- 5. the registrant power and authority to execute the agreement and to perform their obligations;
- 6. the domain name is not registered for an unlawful purpose;
- 7. the domain name will not be used in violation of any applicable laws or regulations;
- 8. the registrant is of legal age; and
- 9. the registrant will indemnify the Registry against all claims and demands from third parties regarding registration and use of the **.travel** domain name.

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