.VOTE REGISTRATION POLICY

1.0 Title: Registration Policy
   Version Control: 2.0
   Date of Implementation June 20, 2016

2.0 Summary

This Registration Policy sets forth the terms and conditions that govern .VOTE/.VOTO domain name registrations. Specifically, this Policy addresses Registrant eligibility (who can register), name selection (different domain name classifications permitted to be registered) and name allocation (how different classes of domain names can be allocated). Failure to comply with this Policy is a basis for a domain name registration to be denied, suspended, transferred and/or cancelled.

In this Registration Policy:

a. “Registrant”, “Applicant”, “You” and “Your” refers to the individual or entity that applies for, or registers, a .VOTE/.VOTO domain name.

b. “Registry Operator”, “We”, “Us” and “Our” refers to Monolith Registry, LLC, the entity responsible for operating the .VOTE/.VOTO Top Level Domains, regardless of whether acting directly or through an authorized agent or registry services provider.

c. “ICANN” means the Internet Corporation for Assigned Names and Numbers.

3.0 Acceptance of this Registration Policy

3.1. By applying to register a .VOTE/.VOTO domain name, or by asking to transfer, maintain or renew a .VOTE/.VOTO domain name, You agree to be legally bound by:

   a. This Registration Policy as amended from time to time;

   b. The agreement provided by the sponsoring registrar through which You applied for a .VOTE/.VOTO domain name, provided, however, that to the extent such sponsoring registrar agreement conflicts with the terms of this Registration Policy or any other Monolith Registry agreement, the terms of the applicable Monolith Registry agreement shall apply; and

   c. Any other policies promulgated by Us or ICANN from time to time.

3.2 You hereby represent and warrant that the statements and information that you submit to the registrar sponsoring Your .VOTE/.VOTO domain name, and to Monolith Registry or its designee, are complete and accurate.

3.3 You agree and acknowledge that it is Your sole responsibility to determine whether the registration and use of Your .VOTE/.VOTO domain name complies with this Registration Policy and any other applicable policies or laws.

3.4 Your .VOTE/.VOTO domain name shall comply with technical and syntax norms established by ICANN and by Us, and shall not match any names identified by Us or ICANN as reserved names or as otherwise being unavailable for registration. You acknowledge that a domain name that does not
comply with the syntax norms or this Registration Policy, or that is a reserved name, may be cancelled immediately without refund. We shall have no liability whatsoever, under any legal claim, for such cancellation.

3.5 We cannot guarantee that You will obtain a desired .VOTE/.VOTO domain name, even if an inquiry indicates that such domain name may be available at the time of Your application.

4.0 Registrant Eligibility

4.1 To register, renew, or accept the transfer of a .VOTE/.VOTO domain name, you must be an individual or legal entity with a bona-fide nexus to a political or democratic process as set forth below. This connection means that You as the registrant of the domain name must be able to reasonably demonstrate a link to, or an interest in, the relevant political or democratic process at the time of registration and throughout the duration of the .VOTE/.VOTO domain name registration.

4.2 Nexus Requirements. There must be a clear and logical nexus between the registered domain name and the content associated with that domain name (e.g. website content, email, FTP, etc.). The following non-exhaustive examples provide the parameters by which Registry Operator will enforce these nexus requirements:

4.2.1 Acceptable Nexus Requirements:
- Registration and use of a candidate, political party, organization, or political action committee’s name (e.g. NAME.VOTE, NAME-ISSUE.VOTE) in connection to that candidate’s campaign or political party/organization/political action committee’s activity must only be portrayed in a supportive or positive light.
- Registration and use of a generic term, e.g. ISSUE.VOTE, in which the Registrant is either supporting or opposing the issue.
- Registration and use of a domain name incorporating a candidate, political party, organization, or political action committee’s name where a third party would reasonably anticipate by the domain name itself that the content associated with it would not be supportive of such candidate, political party, organization, or political action committee (e.g. STOP-CANDIDATE.VOTE, IMPEACH-NAME.VOTE).

4.2.2 Unacceptable Nexus Requirements:
- Registration and use of a candidate, political party, organization, or political action committee’s name in which content associated with the domain name (i) is critical of that candidate, political party, organization or political action committee (except as permitted under 4.2.1); (ii) redirects the user to unrelated content; or (iii) is intended to block the registration or use of the domain name by such candidate, political party, organization, or political action committee.

A non-exhaustive list of acceptable and unacceptable Nexus requirements is available on the Registry Operator’s website at http://www.get.vote/nexus
4.3 Ongoing Nexus Review

Registrants may be, from time to time, required to state or reaffirm their intended use of the registered domain name. A false statement of intended use, or a statement demonstrated to be false at a later time, is an indication of bad faith and can be the basis for the suspension or cancellation of the .VOTE/.VOTO domain name in Our sole discretion.

4.4 Bona-fide Use

Registration within the .VOTE/.VOTO TLDs is limited to bona-fide members of the political or democratic process, and is subject to the further requirement that the registrant’s action in the political or democratic process, as well as the registrant’s use of the registered domain name, must be:

4.4.1 generally accepted by Us as legitimate;
4.4.2 non-detrimental to the interests of the political or democratic process;
4.4.3 non-detrimental to the interests of the Registry Operator; and
4.4.4 in good faith at the time of registration and throughout the duration of the active registration.

4.5 Prohibition on Warehousing

Warehousing domain names for future speculative use, or registering a domain name(s) to principally block the bona fide registration and use by a third party, is expressly prohibited.

5.0 Name Selection

Registry Operator has initially identified the following non-exclusive domain name classifications and restrictions for Registrants when registering a domain name in the TLD.

5.1 Standard Registrations

Standard Registrations include all domain name registrations that are not otherwise designated Premium, Reserved, or Registry Operator Designated Names. The default allocation mechanism in connection with Standard Registrations is First-Come, First-Served as detailed in Section 6.1. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 6.

5.2 Premium Domain Name Registrations

Premium domain names have been set aside by the Registry Operator to be offered at the Registry Operator’s discretion at premium prices. The default allocation mechanism in connection with Premium domain names is an RFP as detailed in Section 6.3. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 6 or otherwise noted.

5.3 Reserved Names
Reserved names are any names which are not available for registration due to ICANN restrictions or Registry Operator designation.

5.4 Registry Operator Designated Names

Registry Operator Designated Names are any names designated by Registry Operator (plus their IDN variants, where applicable) in accordance with Specification 5, Section 3.2 of the Registry Agreement (between the .VOTE/.VOTO Registry Operator and ICANN) necessary for the operation or the promotion of TLD. The default allocation mechanism in connection with this class of domain names is detailed in Section 6.4. However, the Registry Operator reserves the right to utilize alternative allocation mechanisms identified in Section 6 or otherwise noted.

6.0 Name Allocation Mechanisms

Registry Operator has initially identified the following domain name allocation mechanisms: First-Come, First Served; Auction; Request for Proposal; and Registry Operator Designated. While the default allocation mechanism in connection with each domain name classification has been identified above, Registry Operator may, at its sole discretion, determine the most prudent means to allocate any domain name in the TLD. Allocation options include the following:

6.1 First-Come, First-Served (FCFS)

The domain name is awarded to the first eligible Applicant (i.e., one who has filed a request for registration) for that domain name provided their request has been made through a Registrar and the Applicant and domain name comply with Registry Operator’s Registration Policy. The mere acceptance of any registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval of Registry Operator of any request for registration.
6.2 Auction

Multiple requests to register an available domain name will be resolved through an Auction. Registry Operator will conduct auctions in accordance with their rules and policies that will be available on/via Registry Operator’s website.

6.3 Request for Proposal (RFP)

Registry Operator will accept proposals from Applicants for an available domain name. Registry Operator reserves the right to impose a reasonable cost-recovery fee on any Applicant that chooses to participate in any RFP. Registry Operator is not bound to select a winner among RFP respondents, and can hold the domain name for future allocation. The rules and procedures for any RFP will be posted on Registry Operator’s website.

6.4 Registry Operator Designated

Registry Operator is permitted under the Registry Agreement to activate a limited number of names (plus their IDN variants, where applicable) necessary for the operation or the promotion of TLD.

7.0 Use of the .VOTE/.VOTO Domain Name

7.1 You agree that:

7.1.1 You are fully responsible for the registration and any use of the .VOTE/.VOTO registered domain name.

7.1.2 You will use the .VOTE/.VOTO domain name in a way that is:

7.1.2.1 generally accepted by Us as legitimate; and

7.1.2.2. beneficial to the interest of the political/democratic process; and

7.1.2.3. beneficial to the interest of the Registry Operator; and

7.1.2.4. in good faith at the time of registration and throughout the duration of the active registration

7.1.3 Your use of a .VOTE/.VOTO domain name is subject to Registry Operator’s Anti-Abuse Policy found at http://afilias.info/policies

8.0 Submission to Dispute Resolution Policies

8.1 You agree to comply with all applicable ICANN policies and Our policies and procedures for resolution of disputes concerning your .VOTE/.VOTO domain name. Specially, You agree to submit to the following Dispute Resolution Policies, under which challenges may be brought by any legitimate third party against Your .VOTE/.VOTO domain name registration:

8.1.1 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 the
Registration Policy by reference. Any third party challenge to Your .VOTE/.VOTO domain name registration following UDRP Proceeding 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.

8.1.2 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.

8.1.3 The Registration Eligibility Dispute Resolution Policy (REDRP), which sets out the terms and conditions in connection with any challenge to a decision concerning eligibility to register a .VOTE/.VOTO domain name, and which can be found at www.GET.VOTE and www.GET.VOTO respectfully.

8.1.4 The Sunrise Dispute Resolution Policy (“SDRP”), which sets out the terms and conditions for resolving challenges to names during the Sunrise Registration Period, and which can be found at www.GET.VOTE and www.GET.VOTO respectfully.

8.2 You acknowledge and agree that Registry Operator does not guarantee the continued use of Your .VOTE/.VOTO domain name in the case of successful challenge by a third party though one of the above dispute mechanisms or by the order of a court of competent jurisdiction or another competent public authority.

9.0 Reservation of Rights

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

9.1.1 You fail to follow this Registration Policy or Registry Operator’s Acceptable Use Policy;

9.1.2 You have lost the nexus with the political or democratic process as required herein;

9.1.3 You willfully provide inaccurate or unreliable contact information, or intentionally or negligently fail to promptly update such information;

9.1.4 You fail to respond within ten (10) days to inquiries by the registrar or reseller sponsoring the registration or by Us concerning the accuracy of contact information associated with Your domain name;

9.1.5 You or any third parties appear to be engaging in illegal activity in the use of Your .VOTE/.VOTO domain name;

9.1.6 Your domain name appears to be infringing upon or is likely to violate the rights of third parties;

9.1.7 You engage in a conduct that may put Us or Our accredited registrars in breach of any applicable Law, ICAN Policy, governing authority, public policy or third party agreement;

9.1.8 Law enforcement, a court, or other relevant authority requests that We do so;
9.1.9 Your domain name was errantly allocated to You after a mistake by Registry Operator, the applicable registrar, or any agent or representative thereof; or;

9.1.10 In Our discretion we determine that such denial, suspension or cancellation is appropriate to (i) to protect the integrity, security, and stability of the .VOTE/.VOTO Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; or (iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, employees, or stockholders.

9.2 You acknowledge that Registry Operator may “crawl” and/or perform scans of any website associated with Your .VOTE/.VOTO domain name for the purpose of seeking to detect the distribution of malware, the operation of botnets, phishing sites, piracy, fraudulent or deceptive practices, or any other use of a .VOTE/.VOTO domain name in any activity contrary to any Registry Operator policy or applicable law.

10. Accuracy of Whois Information and Proxy Prohibition

10.1 You agree to provide all required information for the .VOTE/.VOTO domain name being registered as well as complete, accurate and reliable contact details for persons or entities associated with domain name records as required by the registration process, including:

10.1.1 Your full name, postal address, email address, voice telephone number and (where available) fax number;

10.1.2 The full name, postal address, email address, voice telephone number, and (where available) fax number of the administrative contact for the registered domain name;

10.1.3 The full name, postal address, email address, voice telephone number, and (where available) fax number of the technical contact for the registered domain name;

10.1.4 Any other data element required by Us, ICANN, or the accredited .VOTE/.VOTO registrar.

10.2 You shall immediately correct and update all contact information during the term of the domain name registration.

10.3 The use of proxy or private domain name registration services in .VOTE/.VOTO by Applicants and Registrants is expressly prohibited. Neither Registrar nor any of its resellers, affiliates, and/or partners shall be permitted to offer proxy or private domain name registration services in .VOTE/.VOTO which would prevent Registry Operator from possessing and displaying complete and accurate Whois data.

11 Indemnification

To the maximum extent permitted by applicable law, You shall fully defend, indemnify and hold Registry Operator, and any entity designated by Monolith Registry to perform registry operations for the .VOTE/.VOTO TLDs, including any persons or entities assisting Monolith Registry with domain name registration operations, their subsidiaries and affiliates, and the directors, officers, employees, representative and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your .VOTE/.VOTO domain name registration or use. This indemnification obligation shall survive the
termination or expiration of this agreement, and You acknowledge that any registration service provider for Registry Operator is a beneficiary of this agreement.

10.0 **Policy Modification**

Registry Operator reserves the right to modify this Policy at its sole discretion in accordance with its rights and obligations set forth in its Registry Agreement. Such revised Policy shall be posted on Registry Operator’s website <www.get.VOTE> at least 30 calendar days before its effective date. In the event a Registrant objects to any change in this Policy, the sole recourse is Registrant’s cancellation of the Registrant’s domain name registration.