T H E . D O T A S I A . O R G A N I S A T I O N

.ASIA Registry Policies Document	
Title:	.ASIA General Registry Policies (FINAL DRAFT)

Archive URL:	http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf		
Prepared by:	DotAsia Organisation		
Date:	16-Oct-2007	**Reference #:**	N/A
Status:	Final Draft	**Version:**	

Executive Summary

This document describes the general policies for the operations of the .ASIA Registry. The General Registry Policies are organised into the following areas:

1. Domain Registrations (Domain Objects) and the .ASIA Zone File
2. Domain Contacts (Contact Objects) and WHOIS Service
3. Dispute Resolution Policies
4. Obligations of Registered Name Holders

Domain registrations must be procured via a .ASIA Accredited Registrar, who becomes the Sponsoring Registrar for a domain registration. A .ASIA Accredited Registrar must be an ICANN Accredited Registrar. A Sponsoring Registrar has obligations to provide services to Registrants as well as to the .ASIA Registry as set out in the Registry-Registrar Agreement.

The .ASIA Registry will operate as a Thick registry. A Registrant Contact, Administrative Contact, Technical Contact and Billing Contact must be associated with each domain registration. There must only be one Registrant Contact, and there may be up to 10 contacts for each of the Admin / Tech / Billing roles. One of the associated contacts must be nominated as the Charter Eligibility Declaration (CED) Contact according to the .ASIA Charter Eligibility Requirement Policies.

Domain registrations do not have to contain nameserver delegations, however, in order to be included in the .ASIA Zone File, a minimum of 2 nameserver delegations must be provided. The .ASIA Zone File will be updated continuously and a standard Zone File Access program will be offered.

WHOIS Service will be provided at port 43 to registrars and a web-based search interface will be provided. Abusive usage of the WHOIS service and data obtained through the service is prohibited.

The .ASIA Registry has adopted the Uniform Domain Name Dispute Resolution Policy (UDRP) and the Charter Eligibility Dispute Resolution Policy (CEDRP). The .ASIA Registry will also from time to time adopt challenge process and dispute resolution policies such as expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

Table of Contents

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	**Version:**		**Page:**	1 of 13

Policy Specification

---

1   Introduction

The DotAsia Organisation ("DotAsia") is the Sponsor and Registry Operator for the .ASIA Sponsored Top Level Domain, designated by ICANN. As the duly recognized and delegated authority, DotAsia sets and enforces DotAsia policies. Such decisions include but are not limited to:

- Registration eligibility requirements
- Which registrars may become accredited and sell domains
- Wholesale prices offered to registrars
- Reserved names
- How to structure the domain space at the second and third levels
- Dispute policies
- Technical policies, including SRS security and access.

This .ASIA General Registry Policies pertain operational policies in the following areas:

1. Domain Registrations (Domain Objects) and the .ASIA Zone File
2. Domain Contacts (Contact Objects) and WHOIS Service
3. Dispute Resolution Policies
4. Obligations of Registered Name Holders

Title:	.ASIA General Registry Policies (FINAL DRAFT)					
Status:	Final Draft		Version:		Page:	2 of 13

1.1 Definitions

.ASIA Registrar / Accredited Registrar	Accredited Registrar means an ICANN Accredited Registrar that is also Accredited for the .ASIA Registry in this document
.ASIA Registry	The ".ASIA Registry" is the TLD Registry Sponsored and operated by DotAsia Organisation Ltd. ("DotAsia"). DotAsia is a not-for-profit, limited-by-guarantee corporation incorporated in Hong Kong.
Applicant	The Applicant of a domain name is the collective of entities implicated by the associated contacts of a domain registration application. More specifically, this includes the Registrant Contact and the contact used in making the declaration that an application meets the Charter Eligibility Requirement.
Charter Eligibility Requirements	Charter Eligibility Requirements mean the basic requirements to qualify as a domain registrant for the .ASIA Registry. A separate document, Charter Eligibility Requirement Policy provides further details on the subject.
DotAsia Community	The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region (http://www.icann.org/montreal/geo-regions-topic.htm)
ICANN	Internet Corporation for Assigned Names and Numbers
IDN	Internationalized Domain Names. Domain names that contain characters beyond the LDH repertoire.
LDH	Letter-Digit-Hyphen. A special term to describe the expression of a Fully Qualified Domain Name utilizing only the ASCII alphabet: a-z and digits: 0-9, plus the hyphen
Registered Name Holder	The holder of a Registered Name. For the context of the .ASIA Registry, in consideration and compliance with the Charter Eligibility Requirement Policy, the Registered Name Holder is defined as the collective of the Registrant Contact and the Charter Eligibility Declaration Contact.
Sponsoring Registrar	The Accredited Registrar for which a domain name is registered with.
TLD	Top Level Domain
UDRP	Uniform Dispute Resolution Policy means the ICANN UDRP as described in http://www.icann.org/dndr/udrp/policy.htm

1.2 Scope and Documentation

This General Registry Policies provides the framework for the general operations of the .ASIA Registry. Other policies, such as the .ASIA Sunrise Policies, .ASIA Charter Eligibility Requirement Policies, and other policies are described separately in other documents published

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	3 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

at the DotAsia Websites. Pricing and technical specifications are published for Accredited Registrars only and provided separately.

2   Domain Objects and the .ASIA Zone File

This section provides the policies for the basic conceptual structure of the .ASIA Registry, including the roles and responsibilities of registrars, domain naming conventions, registration terms and technical name delegation requirements as well as Zone File generation policies. More specifically, the management of Domain Objects within the .ASIA Registry.

2.1   Registrar Role and Responsibilities

Registration of a .ASIA domain must be processed through an ICANN Accredited Registrar and such registrar shall also have completed the .ASIA accreditation process.   A list of .ASIA Accredited Registrars can be found at the DotAsia Website.

A Registrar shall provide customer support as is needed to receive, accept, and process registrations from qualified entities and individuals desiring to become Registered Name Holders, and to receive, accept, and process orders for cancellation, deletion or transfer of Registered Names. Throughout the term of their registration, Registrar shall provide Registered Name Holders reasonable customer service (including domain name record support) and billing and technical support. A Registered Name Holder shall always contact the Sponsoring Registrar, not the .ASIA Registry, regarding the registration and management of his/her domain name.

Registrars are the retail outlets for domain names. They are the main point of contact with Registrants (Registered Name Holder -- people or entities who buy and use domain names), and Registrars are responsible for customer service to their Registrants.

Each domain name is sponsored by a Registrar. Each domain resides in the Shared Registry System (SRS) account of its Sponsoring Registrar. Registry objects, such as domain, contact and nameserver objects, are also associated with a Registrar account. Registrars are responsible for maintaining their own domain objects. Reseller, agents and Registrants generally do not access the Registry system directly. Instead, a registrar sends their requests into the Registry SRS.

Registrars are responsible for their retail or wholesale operations and their informational websites. While DotAsia provides registration reports and billing statements, each Registrar is responsible for maintaining records regarding their customers and their domains under management. Registrars should therefore keep billing records related to their registrants, and should manage their domains appropriately. Domain management systems (online or offline registration systems for registrants, registrant billing and credit-card processing, etc.) are the sole responsibility of the Registrar. Registrars are responsible for all taxation matters.

2.2 Valid Characters for Domain Names

.ASIA domains can contain the English-language letters A through Z, the digits 0 through 9 and hyphens (LDH -- Letters, Digits, Hyphens).

> a b c d e f g h i j k l m n o p q r s t u v w x y z 0 1 2 3 4 5 6 7 8 9 -

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	4 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

Hyphens however cannot be used for the first or last character of the second level domain name. Spaces and special characters (such as !, $, &, ë, and so on) are not currently acceptable. The minimum length allowed for a second level .ASIA domain is effectively 3 characters after considering that all 2-Character and 1-Character domains are designated as reserved names based on the ICANN Reserved Names in the .ASIA Reserved Names Policy. The maximum number of LDH characters accepted for a second level domain is 63 (i.e. excluding the "http://www" and ".asia" portions). Such a limitation is defined by the technical requirements defined by the IETF (Internet Engineering Task Force) for the Internet DNS.

The .ASIA Registry is not currently offering IDN (Internationalized Domain Name) registration capabilities. As a precautionary measure, and in compliance with the ICANN Registry Operator agreement, registration for domains containing the character sequence "--" at the third and fourth character positions of an LDH (letters digits hyphens) domain will not be allowed unless corresponding policies have been established and such provision is explicitly released. Further details can be found in the .ASIA Reserved Names Policies document.

2.3 AUTH-INFO and Domain Transfers

Every .ASIA domain name has an AUTH-INFO code. The AUTH-INFO code is a 6 to 16-character authorization code assigned by the Registrar at the time the name was created. Its purpose is to aid identification of the domain owner so proper authority can be established. It is the "password" to the domain name. You must use the domain's AUTH-INFO code in order to initiate a registrar-to-registrar transfer.

Sponsoring Registrars can obtain the AUTH-INFO code for their sponsored domains by sending an EPP <DOMAIN_INFO> command. Note that only the Sponsoring Registrar will be able to obtain the AUTH-INFO code of a particular domain name. AUTH-INFO codes may also be obtained via the Web Admin Tool provided to Accredited Registrars. Accredited Registrars are responsible for generating and keeping records of the AUTH-INFO codes they create and sponsor.

By contract, Registrars shall not provide identical registrar-generated <authinfo> codes for domain names registered by different registrants. DotAsia in its sole discretion may choose to modify <authinfo> codes for one or more given domains sponsored by a Registrar and shall notify the Registrar of such modifications that may be verified by registrar via EPP compliant mechanisms (e.g. EPP<poll> or EPP<domain:Info>).

By contract, Registrars are also required to provide their registrants with timely access to the AUTH-INFO codes of domain names held by the registrant, along with the ability to modify the <auth-info> code in accordance with the provisions of the ICANN Transfer Policy (http://www.icann.org/transfers/policy-12jul04.htm).

A registrant must provide his/her AUTH-INFO code to the new (gaining) registrar, who then uses it to initiate a domain transfer request. It is a condition of use of the system that registrars provide their registrants with their AUTH-INFO codes when requested by the registrant. Failure to adhere to this policy is considered a breach of contract by the registrar.

2.4 Registration Terms

Domain Registration Terms are calculated on base units of 1 year. Except where special programs dictate, a domain name may be registered for a minimum term of one (1) year, to a maximum of ten (10) years.

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	5 of 13

During the startup of the .ASIA Registry, more specifically, during the Sunrise and Landrush phases, the minimum initial term is two (2) years, with the maximum term at ten (10) years.

Domain name registrations (i.e. Domain Objects) may be renewed prior to their expiration for a period of years up to ten years (in increment one-year units), provided that the expiration date of a domain-name registration can never be more than ten years in the future. A renewal that would set the expiration date further than ten years in the future will be rejected by the system.

Should a registrant require a transfer or renewal past the 10-year term (for instance, as required by a court order), DotAsia may undertake a different, potentially non-automated process to ensure compliance.

Upon the expiry of a domain name (Domain Object), the name is not immediately purged from the registry and available for registration. The following URL describes the general lifecycle for a domain name: http://www.icann.org/registrars/gtld-lifecycle.htm

2.5 Time and Date Conventions

The EPP specifications require that UTC be used for registry transaction time stamps. UTC stands for Coordinated Universal Time. For information on UTC, you may refer to: http://en.wikipedia.org/wiki/Utc. For UTC reference and a time zone converter, please see: http://www.timeanddate.com/worldclock.

The .ASIA Registry employs UTC time in its technical implementations and communications to registrars around the world. For example, published times for scheduled maintenance in registrar announcements.

For date specifications, the .ASIA Registry utilizes the Gregorian calendar system. With regards to leap year calculations for registration terms (as described in Section 2.3 above), registrations made on February 29th for 1-3, 5-7, or 9-10 years will expire on Feb. 28th of their respective years. Registrations made on Feb. 29th for 4 or 8 years will expire on Feb. 29th.

2.6 Nameservers

Domain names (i.e. Domain Objects) do not have to have Nameserver records associated with them to be created in the .ASIA SRS. In order for the domain name to be published to the .ASIA zone file, however, the domain must have a minimum of two (2) nameserver delegations associated.

When creating a nameserver (i.e. a Host Object) with a .ASIA hostname, (e.g. ns1.domain.asia), the hostname as well as the IP address must be provided. IPv4 and IPv6 format addresses are accepted. When creating an out-of-zone (i.e. non ".ASIA") host (e.g. ns1.domain.tld), only the hostname should be specified. Requests for creation of nameservers with out-of-zone hosts that include IP addresses will be rejected.

Each domain registration may have up to a maximum of 13 associated delegation nameservers (Host Object). Each nameserver (Host Object) may have up to a maximum of 13 associated IP addresses.

Title:	.ASIA General Registry Policies (FINAL DRAFT)					
Status:	Final Draft		Version:		Page:	6 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

2.7 .ASIA Zone File Updates

Zone File generation involves the creation of DNS zone information using the registry database as the authoritative source of domain names registered and their associated hosts (nameservers). Updates to the .ASIA Zone File are generated automatically and almost continuously published to the name servers. These updates reflect modifications, additions, or deletions to the registry that have been made by the registrars. Only changes that have been committed to the database are reflected in the .ASIA Zone File update. Incomplete units of work or transactions at the time of the .ASIA Zone File update are ignored.

The master .ASIA Zone File includes the following types of DNS Resource Records in general:
- An SOA (Start Of Authority) record
- A number of NS (Nameserver) and A (Address) records, for the TLD nameservers
- One NS record for each unique domain/nameserver combination. Note however that only domain objects with appropriate status values will be included in the zone file
- One A record for each required glue record. The registry will implement, on a rational schedule, standard glue generation and pruning criteria.

Other resource records may be included to facilitate registry operations. Including but not limited to for example DNSSEC (DNS Security) related records, NAPTR records, MX records and other relevant records.

2.8 Access to the .ASIA TLD Zone File

The .ASIA Registry provides access to the .ASIA TLD zone file per Appendix 3 of its Registry Agreement with ICANN. Any entity interested to gain such access will need to execute the Zone File Access Agreement and submit it to the .ASIA Registry.

3 Domain Contacts and WHOIS Policies

This section describes the requirements for Contact Objects associated with a Domain Object registered with the .ASIA Registry, as well as policies regarding WHOIS services.

3.1 "Thick" Registry Model

.ASIA is operated as a "thick" registry, in which all of the information associated with registered entities, including both technical information (information needed to produce the .ASIA Zone Files) and social information (i.e. information of associated contacts), is stored within a central registry repository. The registry-registrar protocol supported by .ASIA is the Extensible Provisioning Protocol (EPP).

3.2 Contact Information Requirements

Each domain registration must be accompanied by four (4) associated contacts, including:
1. Registrant Contact
2. Administrative Contact (Admin Contact)
3. Technical Contact (Tech Contact)
4. Billing Contact

Title:	.ASIA General Registry Policies (FINAL DRAFT)					
Status:	Final Draft	Version:		Page:		7 of 13

The same person or organisation (Contact Object) can be used to be associated to all 4 contact types. Each contact type must have a minimum of one associated contact. There can only be one (1) Registrant Contact associated with each domain registration. There may be up to a maximum of 10 Admin Contacts, 10 Tech Contacts and 10 Billing Contacts associated with one domain registration.

Based on the .ASIA Charter Eligibility Requirement Policies, one of the contacts must be nominated as the Charter Eligibility Declaration (CED) Contact.

3.2.1 Contact Data Requirements

Informational fields and their respective requirements for each Contact Object are described in the table below:

Contact Data Field	Requirement	Restrictions
Contact Name	Required	1-128 Characters
Contact Organization	Optional	0-128 Characters
Contact Address 1	Required	1-64 Characters
Contact Address 2	Optional	0-64 Characters
Contact Address 3	Optional	0-64 Characters
Contact City	Required	1-255 Characters
Contact State / Province	Optional	0-255 Characters
Contact Postal Code	Required	1-16 Characters
Contact Economy / Country	Required	2-Character Country Codes (ISO 3166)
Contact Phone	Required	+nnn.nnnnnnnnnnn (E.164 Standard)
Contact Phone Extension	Optional	nnnnnnnn
Contact Fax	Required	+nnn.nnnnnnnnnnn (E.164 Standard)
Contact Fax Extension	Optional	nnnnnnnn

In accordance with the WHOIS technical standards, only the following characters are accepted in the contact information fields (such as Name, Address, etc.):

- a through z
- A through Z
- 0 through 9
- .,&#()-_'~`!@$%^*+={ }[ ]|:;<>?/\"</

More specifically, accented characters (e.g.: ö, è, Ø, Σ, etc.) or non-Latin based characters will not be allowed in registry database fields. Single and double quotes are included in the list of characters. The list is based on normalized string XML data type.

For Phone and Fax fields, as per EPP requirements, phone numbers should be formatted with a plus sign, followed by a one-to-three digit country code, followed by a dot, followed by the phone number including area code. Per "E.164" (The International Public Telecommunication

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	8 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

Numbering Plan), the total number of digits allowed is 15, including the country code. An optional Extension field is also available for use for both phone and fax numbers.

For the Contact Country/Economy, the corresponding two-letter country codes, as per ISO 3166-1: http://www.iso.ch/iso/en/prods-services/iso3166ma/02iso-3166-code-lists/list-en1.html should be used. Please note that ISO codes do not always match IANA ccTLD country codes.

3.2.2 Charter Eligibility Declaration (CED) Contact

The .ASIA Charter Eligibility Requirement Policies document provides detailed information about the CED Contact requirements. Technically, for the .ASIA Registry, the CED Contact is associated as a 5th contact type, however the associated CED Contact must be one of the Contacts associated as a normal Domain Contact (i.e. Registrant, Admin, Tech or Billing Contact). More specifically, the Contact ID provided for the CED Contact must match with one of the Contacts associated with a domain as described in Section 3.2 above.

3.3 .ASIA WHOIS Service

The .ASIA Registry maintains a registry-level centralized WHOIS database that will contain information for every registered .ASIA second-level domain. The WHOIS service contains data submitted by registrars during the registration process. Any changes made to the data by a registrant will be submitted to the .ASIA Registry by the Sponsoring Registrar and will be reflected in the WHOIS in near real-time, thus providing all interested parties with up-to-date information for every .ASIA domain.

3.3.1 Providing WHOIS Server for .ASIA Domains

The .ASIA WHOIS Service is provided over port 43 at: whois.dotasia.net

The .ASIA Registry recommends that registrars point their WHOIS server to the above server for authoritative information regarding .ASIA domain registrations.

A web-based WHOIS searching interface will also be provided at the DotAsia Websites. .ASIA WHOIS Service will not be provided during Sunrise application periods as specified in the .ASIA Sunrise Policies.

3.3.2 WHOIS Information Update

The .ASIA WHOIS is generally updated in near real time within approximately two (2) minutes of a change being received.

3.3.3 Access to WHOIS

All rights are reserved for information retrieved through the WHOIS Service.

Access to .ASIA WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the registry database. The data is provided for informational purposes only, and DotAsia does not guarantee its accuracy. The service is intended only for query-based access. WHOIS users must agree that they will use the data only

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	9 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

for lawful purposes and that, under no circumstances will the data be used to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

DotAsia reserves the right to modify these terms at any time. By submitting a WHOIS query, a user agrees to abide by this WHOIS policy. At the discretion of the registry, upon possible violations of the policy the source IP or IPs may be denied access to the WHOIS service. Access may be denied without notice.

Prior to allowing users (including Sponsoring Registrars) to be reconnected to the .ASIA WHOIS Port 43 server, registrars must communicate with .ASIA Technical Support that the issue regarding the violation of the WHOIS Access policy has been resolved and will not reoccur in the future. Once unblocked, should the IP address(es) be found to be in violation of the .ASIA WHOIS access policy, it will again be immediately blocked and, subject to appropriate assurances that the operational stability of the system will not be compromised, may continue to remain blocked.

4   Dispute Resolution Policies

The DotAsia Organisation is committed to maintaining the integrity of the data within the .ASIA Registry and to implement policies that deter infringements. Currently, the .ASIA Registry has adopted the Uniform Domain Name Dispute Resolution Policy (UDRP) and the Charter Eligibility Dispute Resolution Policy (CEDRP) for facilitating the resolution of disputes over the registration and use of a second-level domain name registered under the .ASIA Registry.

4.1 Uniform Domain Name Dispute Resolution Policy

All domain name registrations must submit to the mandatory proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), which is available for review at http://www.icann.org/dndr/udrp/policy.htm. Complaints under the UDRP should be submitted to an approved dispute-resolution service provider listed at http://www.icann.org/dndr/udrp/approved-providers.htm.

4.2 Charter Eligibility Dispute Resolution Policy

All domain name registrations must submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP"); which is available for review at http://www.icann.org/udrp/cedrp-policy.html. Complaints under the CEDRP should be submitted to an approved dispute-resolution service provider listed at http://www.icann.org/udrp/cedrp-providers.html.

4.3 Other Disputes and Policies

Beyond the UDRP and the CEDRP, all domain registrations must also submit to proceedings commenced under formally adopted dispute policies as set forth by DotAsia from time to time and published on the DotAsia Websites. Such dispute policies will take effect at the time they are announced on the DotAsia Websites, with or without prior notice to registrars or registrants.

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	10 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

Such dispute policies may include for example, but not limited to, expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

Dispute policies may also include for example challenge processes adopted by the .ASIA Registry for special programs, such as, the .ASIA Pioneer Challenge process and the .ASIA Sunrise Challenge process.

5 Obligations of Registered Name Holders

5.1 Indemnification Required of Registered Name Holders

A Registered Name Holder must indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use. This indemnification obligation survives the termination or expiration of the domain registration.

5.2 Registered Name Holder Compliance

A Registered Name Holder is required to:

- Comply with ICANN requirements, standards, policies, procedures, and practices for which DotAsia has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN. A Registered Name Holder also acknowledges that delay or failure by DotAsia to identify or take action upon the identification of such breaches shall not be construed as consent by DotAsia for such non-compliance, nor shall such delay or failure be deemed as a waiver of DotAsia to exercise any power under this policy or any policies published by DotAsia;

- Comply with operational standards, policies, procedures, and practices for the .ASIA Registry established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Operator Agreement with ICANN;

- Acknowledge and agree that DotAsia is and shall be an intended third party beneficiary of the registration agreement established between the Registered Name Holder and the Sponsoring Registrar ("Registrant Agreement"), and that the third party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third party beneficiary rights under the Registrant Agreement in agreeing to the Sponsoring Registrar being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia shall survive any termination or expiration of the Registrant Agreement.

- Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by DotAsia and its designees and agents in a manner consistent with the purposes specified in its Registry-Registrar Agreement with the Sponsoring Registrar;

- Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	11 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

- Submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP");

- Immediately or within reasonable time upon its becoming inaccurate, correct and update the registration information for the Registered Name during the registration term for the Registered Name;

- Acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement, where the Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed to act as the CED Contact for a domain registration;

- Agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies. Where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

- Acknowledge and agree that DotAsia and Registry Services Provider, acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions set forth in DotAsia's agreement with any party; or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

- Submit to proceedings commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

6   Miscellaneous Provisions

6.1 Modifications, Guidelines and Enforceability

The .ASIA Registry may issue interpretive guidelines on its website regarding the terms of these General Policies. The .ASIA Registry may modify these General Policies from time to time, and modifications will take effect at the time they are announced on the Registry's website and without prior notice to registrars or registrants.

If any part of these General Policies is declared invalid or unenforceable for any reason, the remainder of these General Policies shall remain valid and enforceable as if the invalid or unenforceable part were not included herein.

There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these General Policies, taking into account all other applicable rules and policies.

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	12 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc

6.2 Reservation of Rights

DotAsia reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity, security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions set forth in DotAsia's agreement with any party; or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to suspend a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

6.3 Limitation of Liability and Decisions by Registry

To the extent allowed under mandatory law, the Registry shall only be liable where the Registry's gross negligence or wilful misconduct is proven. In no event shall the Registry be held liable for any special, indirect, consequential, punitive, exemplary or incidental damages or loss of profits or business interruption, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of its software or website, even if DotAsia has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name as well as the consequences of those decisions.

To the extent allowed under mandatory law, the Registry's liability for damages shall in any case be limited to an amount equal to the registration and application fees paid to the Registry (that is, the fees collected from the Sponsoring Registrar by the .ASIA Registry for the submission of the corresponding application, not including any other fees paid by the Registrant for the acquisition of the domain, such as fees paid to the Sponsoring Registrar or auction fees, even if such auction is held by the Registry) in the context of submitting the domain registration. The Applicant (Registered Name Holder) agrees and accepts 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 – Registered Name Holder – 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 the Start-Up process and related allocation of domain names.

The Registered Name Holder shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall indemnify and compensate the Registry for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the application for or the registration or use of the Domain Name by the Registered Name Holder infringes the rights of a third party.

For the purposes of this Article, the term "Registry" also refers to its members and subcontractors, including the Verification Agents, service providers, dispute resolution providers and each of their respective directors, agents and employees.

The obligations of Sponsoring Registrars are laid out in the Registry-Registrar Agreement. Such obligations include the conformance with these General Policies.

Title:	.ASIA General Registry Policies (FINAL DRAFT)				
Status:	Final Draft	Version:		Page:	13 of 13

Archive URL: http://policies.registry.asia/draft/DotAsia-General-Policies--FINALDRAFT-v-1-0.pdf   Source Filename: DotAsia-General Policies--FINALDRAFT-v-1-0.doc