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**.ASIA Registry Policies Document**

**Title:** .ASIA Community Reserved Names Policy (DRAFT)

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**References:** Reserved Names Policies

**Executive Summary**

This document expands on the .ASIA Reserved Names Policies (<https://www.dot.asia/policies/DotAsia-Reserved-Names--COMPLETE-2007-08-10.pdf>), in particular, Tier 5: Community Reserved Names – names reserved for community development purposes and to promote the adoption of the .ASIA TLD. This policy does not change any part of the .ASIA Reserved Names Policies. Instead, this policy provides a mechanism for already registered and active .ASIA domain names that align with the DotAsia Vision and Mission to be placed on the Community Reserved Names list.

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**Discussion**

## 1 Introduction

The .ASIA Reserved Names Policies were put in place together with the .ASIA Sunrise Policies, which together supported the orderly introduction of the .ASIA TLD when it was originally

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launched in 2007-2008. As envisioned at that time, whereas “*Parts of the Reserved Names Policy are intertwined with the Sunrise process and the ICANN Agreement. For example, the Governmental Reserved Names (Tiers 1-3) corresponds to the Pre-Sunrise and Sunrise 1 phases. Other parts of the Reserved Names Policy are designed for developmental purposes in promoting the adoption and usage of the .ASIA TLD.*”

This Community Reserved Names Policy expands specifically on Tier 5: Community Reserved Names – names reserved for community development purposes and to promote the adoption of the .ASIA TLD. This expansion is in line with the Registry Agreement between DotAsia and ICANN for the .ASIA TLD, in particular as provisioned under “Delegated Authority” in Specification 12, Part 2, point 4: Reservation of names to be offered for registration other than on a first-come, first-served basis and creation of the policies and procedures under which such names may be registered.

As the .ASIA TLD developed, DotAsia observes that some of the registered .ASIA domain names are being used for mission critical services, supporting initiatives and activities that align well with DotAsia’s vision and mission. At the same time, for various reasons, there are occasions where the Registered Name Holder may inadvertently allow their registered domain name to lapse and drop. In such situation, the .ASIA domain name may not only stop working, it is possible that the particular domain name is re-registered by another entity.

In consideration for the good work of such .ASIA domain names that are supporting community initiatives in the DotAsia Community, and to better provide protection for their registered .ASIA domain, this Community Reserved Names Policy provides a mechanism for eligible .ASIA domains to be included in the Community Reserved Names list, thereby causing the included .ASIA domains to not become available for re-registration even if it expires without renewal and becomes deleted.

## 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.
Community Reserved Name	Community Reserved Names are defined in the .ASIA Reserved Names Policies ( <a href="https://www.dot.asia/policies/DotAsia-Reserved-Names--COMPLETE-2007-08-10.pdf">https://www.dot.asia/policies/DotAsia-Reserved-Names--COMPLETE-2007-08-10.pdf</a> ). A particular Community Reserved Name in this policy means a .ASIA domain name that has fulfilled the requirements for being included into the Community Reserved Names list.
DotAsia Community	The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region ( <a href="http://www.icann.org/montreal/geo-regions-topic.htm">http://www.icann.org/montreal/geo-regions-topic.htm</a> )
ICANN	Internet Corporation for Assigned Names and Numbers

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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.
Reserved Names List	The list of domain names to be reserved from the availability for general registrations and to be allocated based on appropriate processes described by ICANN or specifically developed policies of the .ASIA Registry.
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 <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a>
URS	Uniform Rapid Suspension means the ICANN URS system as described in <a href="https://www.icann.org/resources/pages/urs-2014-01-09-en">https://www.icann.org/resources/pages/urs-2014-01-09-en</a>

## 1.2 Scope and Documentation

This document describes the requirements and processes for applying for a registered .ASIA domain name to be included into the Community Reserved Names list. Specific names to be reserved are not included in this document and may be changed from time to time. Section 2 describes the criteria for application, Section 3 explains the application process and renewal, and, Section 4 provides for the termination and removal of domain names from the list. Finally, Section 5 includes miscellaneous policies about the obligations, liabilities and other terms and conditions of the .ASIA Reserved Names process.

## 2 Criteria for Applying as a Community Reserved Name

In alignment with the .ASIA Reserved Names Policies, “Tier 5 reserved names are intended for the development and promotion of usage and adoption of the .ASIA TLD by the Internet community in Asia and around the world. Furthermore, Community Reserved Names are intended to leverage and attract commitment into positive and creative usage, development and marketing of .ASIA domain names. These in turn will help to generate valuable relevant content, utilization and participation from the community in the .ASIA namespace.”

The criteria for applying for a .ASIA domain name to be included in the Community Reserved Names list are as follows:

- The domain name is a duly registered and .ASIA domain name
- The .ASIA Domain Name is not currently under dispute (UDRP, URS, etc.)
- Alignment with the DotAsia vision and mission

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## 2.1 Duly Registered & Active .ASIA Domain Name

The .ASIA domain name to be considered for inclusion into the Community Reserved Names list under this policy must already be an existing .ASIA domain name that is duly registered through a Sponsoring Registrar.

The .ASIA domain name must also be actively used, with active nameserver delegations as well as active services, such as an active website, email services, or other demonstrable usage.

In the case that at the point of application, the particular .ASIA domain has already lapsed (but have not been re-released for general registration), prior active usage must be presented with documentary evidence of active usage prior to the domain name lapsing.

## 2.2 .ASIA Domain Name Not Currently Under Dispute Mechanisms

At the time of application, the .ASIA domain name to be considered for inclusion into the Community Reserved Names list under this policy must not be under UDRP, URS or other dispute mechanisms.

Furthermore, the applicant expressly warrants that to its best understanding, its use of the .ASIA domain name will not infringe any lawful rights (including but not limited to the intellectual property rights) of any third parties, or contravene with any laws.

## 2.3 Alignment with the DotAsia Vision & Mission

The .ASIA domain name to be considered for inclusion into the Community Reserved Names list under this policy must be used to support a community initiative that is not-for-profit in nature and aligned with the DotAsia Vision & Mission (<https://www.dot.asia/dotasia-organisation/about-dotasia/#visionmission>):

The Vision of DotAsia is:

To create a globally visible domain that embodies the successful, cooperative atmosphere established within the Pan-Asia and Asia-Pacific Internet community to accelerate the overall growth of the region.

The Mission of DotAsia is:

- To sponsor, establish and operate a regional Internet namespace with global recognition and regional significance, dedicated to the needs of the Pan-Asia and Asia-Pacific Internet community;
- To reinvest surpluses in socio-technological advancement initiatives relevant to the Pan-Asia and Asia-Pacific Internet community; and,
- To operate a viable not-for-profit initiative that is a technically advanced, world-class TLD registry for the Pan-Asia and Asia-Pacific community

In particular, the applicant must provide documentary evidence to substantiate that the services and activities supported by the .ASIA domain name is in alignment with the DotAsia Core Values

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& Core Competence Framework (<https://dot.asia/BCC-001/>) which expresses the DotAsia Vision and Mission in an operational framework.

More details of the application process is provided in Section 3 below. It is noted that DotAsia reserves the right in its sole discretion to decline any application or renewal for a .ASIA Community Reserved Name, which is further explained in section 4.3 below.

## 2.4 Subject to UDRP, URS and Other Dispute Mechanisms

In accordance with ICANN policies and the .ASIA Registry Agreement with ICANN, all registered .ASIA domain names are subject to UDRP, URS and other applicable rights protection mechanisms. It is expressly stated that the acceptance of any Community Reserved Name does not represent the endorsement of DotAsia that the Applicant will be exempt from or will prevail in any dispute resolution process, including but not limited to the UDRP, URS or the ruling of competent jurisdictions.

## 3 Application Process, Renewal & Reactivation

This document sets out the policies for applying for a .ASIA domain name to be considered for inclusion into the Community Reserved Names list only. Specific application forms and submission processes are not included herein. Such forms will be provided on the DotAsia website and are subject to modifications from time to time.

### 3.1 Application Materials

An applicant must provide the following information for consideration:

- **.ASIA Domain Name(s):** one or more duly registered .ASIA domain names.
- **Sponsoring Registrar:** the sponsoring registrar of record, as reported in the .ASIA WHOIS.
- **Domain Status:** the domain status(es) as reported in the .ASIA WHOIS.
- **Contact Information:** contact name, telephone number, email addresses and other means of contact (e.g. instant messaging, social media, etc.).
- **Demonstrable Usage of .ASIA Domain Name:** evidence of active and working website or other services (e.g. mobile app, web services, etc.). In the case where the .ASIA domain name is already suspended, documentary evidence of active usage of the .ASIA domain name must be submitted. Such demonstration of usage should include, for example: backup or screen shots of the website previously working, emails or previous correspondences utilizing the domain name, other samples of materials, e.g. brochures, links, social media posts, etc., featuring the .ASIA domain name.
- **Alignment with DotAsia Vision & Mission:** the applicant is requested to submit brief statements substantiating and declaring that the activities and services provided,

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supported or otherwise represented by the .ASIA domain name. The following additional four questions

- *Asia Pacific Community* – explain how the initiative is related to the Asia Pacific community around the world, and affirm that such works are not-for-profit in nature to support the community.
  - *Asia Collaboration and Solidarity* – explain how the initiative supports or advocates for collaboration among the Asia Pacific community and/or an identity for Asian solidarity.
  - *Internet Community* – explain how the initiative is related to the support for the development of the Internet Community, especially for the Asia Pacific region.
  - *Sustainability* – explain how the initiative is itself and how it supports economic, social and ecological sustainability.
- **Warranty and Commitment:** the applicant is required to expressly warrant and commit to continuing the initiative in alignment with the representations and explanations provided in the application.

### 3.2 Approval Process

All Community Reserved Name applications based on this policy will be processed and approved manually. The time required for such processing may vary from application to application. DotAsia will make reasonable efforts to respond and keep applicants updated with the progress of the evaluation and approval, however DotAsia makes no commitment to approve or respond within any particular timeframe, and expressly reserve the right in its sole discretion to decline any application or renewal for a .ASIA Community Reserved Name, which is further explained in section 4.3 below.

The following criteria will be used to assess the applicant’s alignment with the DotAsia vision and mission as operationalized in the DotAsia Core Values & Core Competence Framework (<https://dot.asia/BCC-001>):

- **Vision for .ASIA to exemplify and support collaboration and growth of the Asia Pacific community** – How does the initiative utilize the .ASIA domain name, and support cooperation and growth of the Asia Pacific community around the world.
- **Asia at Heart** – Does the project contribute to the overall Asia Pacific community to foster an “Asia” identity and solidarity?
- **Community Driven** – How does the initiative relate to the Asia Pacific Internet community?
- **Economically Sustainable** – Will the initiative be financially viable, and how does the initiative support economic, social and ecological sustainability?

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### 3.3 Automatic Renewal, Updates & Periodic Review

Upon approval, the .ASIA domain name will be added to the Community Reserved Names list. The validity of the Community Reserved Name will be automatically renewed with the .ASIA domain name and be considered to be set to 12 months (1 year) after the expiration of the .ASIA domain name. The .ASIA Registry will periodically and randomly review the continued validity of the Community Reserved Name in accordance with the submitted application and its expressed warranties.

The Registered Name Holder of and/or the contact person for the Community Reserved Name should update the .ASIA Registry with any updates to the contact information and or any relevant and/or material changes to the explanations and descriptions provided in the original application.

In the case that the .ASIA Registry discovers that the .ASIA domain name is no longer related to, or have otherwise drifted away from the activities and services as included in the Community Reserved Names application (original or updated), or if the .ASIA domain name is deleted, The .ASIA Registry will attempt to reach out to the contact person for the Community Reserved Name to understand the situation, to reassess the eligibility, and/or to terminate or reactivate the domain name in accordance with this policy.

### 3.4 Reactivation Process

In the case that a reactivation of the .ASIA domain name is needed, the Registered Name Holder of the Community Reserved Name must identify a choice of Sponsoring Registrar for the submission of the domain registration.

The .ASIA Registry will work closely with the Registered Name Holder as well as the Sponsoring Registrar to activate the .ASIA domain name. All reactivation requests must be procured via a .ASIA Accredited Registrar with the application submitted via EPP compliant interfaces. Documentary evidences and other supplementary information may be requested via email or other forms of communication media where appropriate.

## 4 Withdrawal, Termination & Discretion

The Community Reserved Name may be withdrawn by the Registered Name Holder or terminated by DotAsia at DotAsia's sole discretion.

### 4.1 Withdrawal by Registrant

The Registered Name Holder may withdraw its application for its .ASIA domain name(s) to be included into the Community Reserved Names list at any time during the application or any time after the approval of and inclusion of the domain name as a Community Reserved Name.

Upon receipt of a withdrawal request, the .ASIA Registry will use reasonable efforts to communicate and confirm the intention to withdraw with the contact person for the Community Reserved Names. Upon confirmation, the .ASIA Registry will remove the .ASIA domain name(s) from the Community Reserved Names list.

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In the case that such confirmation is not forthcoming, or if the contact person is not reachable, the .ASIA Registry will use reasonable efforts to connect with the Registered Name Holder of the .ASIA domain name(s). In the case that conflicting information is received or if the contacts are not reachable, DotAsia will use reasonable efforts to assess the situation and to make the decision to terminate or not to terminate the Community Reserved Name in its sole discretion as further explained in Section 4.3 below.

## 4.2 Termination by DotAsia

DotAsia is committed to supporting .ASIA domain names that promote positive use of the .ASIA TLD and support the Asia Pacific community in alignment with the DotAsia vision and mission. Nevertheless, given potential uncertainties in the general domain name industry as well as ICANN consensus policies that may be developed and established in the future, DotAsia expressly reserves its right to terminate any and all Community Reserved Names in process or approved, in its sole discretion, with a 30-day notice to Registered Name Holders.

## 4.3 Sole Discretion of DotAsia

DotAsia is not obligated to approve or otherwise complete or process any application for .ASIA domain names to be included in the Community Reserved Names list in accordance with this policy. DotAsia is not liable for any costs incurred by any applicant, Registered Name Holder and/or contact person in the preparation and submission of applications, in the course of evaluation of the application, e.g. in seeking clarifications or further details in relation to the application, etc., or otherwise in connection with the Community Reserved Names Policy.

At any point of decision, the then current contact information (or the latest contact information available) in the .ASIA Registry for the domain name will be used as the contact for correspondence.

Without limitation, DotAsia reserves the right to:

- Select or accept any application in its sole discretion;
- Reject, decline or not accept any application for any reason, with or without explanation;
- Request additional information or clarification from an applicant regarding any application;
- Conduct investigative assessment of the applicant's representations in an application;
- Rescind the approval of a Reserved Community Name for any reason, with or without explanation;
- Cancel or terminate the inclusion of the .ASIA domain name in the Community Reserved Names list of the .ASIA Registry;
- Remedy technical errors in these policies or in the .ASIA Reserved Names Policies; and/or,
- Waive, in its sole discretion, any requirements of this Community Reserved Names Policy and/or consider applications that do not conform to the requirements;

DotAsia's decision on the matter shall be final and not subject to appeal or reconsideration.

## 5 Miscellaneous

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## 5.1 Modifications, Guidelines and Enforceability

The .ASIA Registry may issue interpretive guidelines on its website or to prospective applicants for reserved names regarding the provisions of these Community Reserved Names Policy. The .ASIA Registry may modify these Community Reserved Names Policy from time to time, which modifications will take effect at the time they are announced on the Registry's website.

If any part of these Community Reserved Names Policy is declared invalid or unenforceable for any reason, the remainder of these 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 Community Reserved Names Policy, taking into account all other applicable rules and policies.

## 5.2 Limitation of Liability and Decisions by Registry

To the extent allowed under mandatory law, the .ASIA Registry shall only be liable where the Registry's wilful misconduct is proven. In no event shall the .ASIA 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 reservation or registration or use of a Domain Name or to the use of its software or website, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to reserve or not to reserve or activate (register) or not to activate (register) a Domain Name on the basis of its assessment or advice received from DotAsia members, other points of authorities or any other points of contact, as well as the consequences of those decisions.

Applicants for Community Reserved Names 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 Applicant infringes the rights of a third party.

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 fee 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) in the context of submitting the Application. The Applicant 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 in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant also agrees to submit to a binding arbitration for disputes arising from the Community Reserved Names process and related allocation of domain names.

For the purposes of this Section, the term "Registry" or ".ASIA Registry" also refers to the members of the DotAsia Organisation, its subcontractors, including any points of authority or contact consulted, and each of their respective directors, agents and employees. The obligations

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of Sponsoring Registrars are laid out in the Registry-Registrar Agreement. Such obligations include the conformance with these Community Reserved Names Policy.

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