

New gTLD Program: Next Round

Draft as of: 28 January 2025

Top-Level Domain Application – Terms and Conditions

By submitting this application for a generic Top Level Domain (“gTLD”) (and any variants thereof identified on such application) through ICANN’s online interface (this “Application”), applicant (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, “Applicant”) agrees to the following terms and conditions (“Terms and Conditions”) without modification.

Applicant understands and agrees that these Terms and Conditions are binding on Applicant and are a material part of this Application.

1. Applicant warrants that the statements and representations contained in this Application (including any documents or written materials submitted in connection with the Application) are true, accurate, and complete in all material respects as of the date hereof and, as supplemented pursuant to Section 1, throughout the application process, and that ICANN may rely on those statements and representations fully in evaluating this Application. Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may cause ICANN and the evaluators to reject this Application without a refund of any fees paid by Applicant. Applicant agrees to promptly (and in any event within seven (7) days of becoming aware of any fact or circumstance giving rise to such obligation) notify ICANN in writing of any material inaccuracies or material changes in any information, documents or written materials submitted in connection with this Application that could impact the results of the evaluation of this Application.
2. Applicant warrants that it is duly organized, validly existing and in good standing (where such concept exists) under the laws of the jurisdiction under which it is organized. Applicant further warrants that it has the requisite organizational power and authority to submit this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these Terms and Conditions, to comply with the requirements of the New gTLD Program Applicant Guidebook (“Applicant Guidebook”) and to enter into the form of the registry agreement as posted with the Applicant Guidebook or as subsequently updated from time to time by ICANN as described in Section [9] of these Terms and Conditions.
3. Applicant acknowledges and agrees that ICANN has the right to determine not to proceed with any and all applications for new gTLDs, including this Application, and that there is no assurance that any additional gTLDs will be created. The decision to review, consider, and approve an application to establish one or more gTLDs and to delegate new gTLDs after such approval is entirely at ICANN’s discretion.

4. Applicant agrees to pay all fees that are associated with this Application. These fees include, but are not limited to, the evaluation fee (which is to be paid in conjunction with the submission of this Application) and any conditional evaluation fees, if applicable. Applicant acknowledges that the initial fee due upon submission of this Application is only to obtain consideration of this Application. ICANN makes no assurances that this Application (or any other application) will be approved or will result in the delegation of a gTLD proposed in an application. Applicant acknowledges that if it fails to pay fees within the designated time period at any stage of the application review and consideration process, Applicant will forfeit any fees paid up to that point and this Application will be cancelled. Except as expressly provided in the Applicant Guidebook, Applicant will not be eligible for a refund or all or any portion of the fees associated with this Application. If Applicant is notified by ICANN that it is eligible for a refund of all or a portion of the fees associated with this Application and Applicant fails to request such refund within the time period identified by ICANN in the Applicant Guidebook, Applicant will forfeit its eligibility for such refund.

5. Applicant shall indemnify, defend, and hold harmless ICANN, and any ICANN affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents (collectively, the "ICANN Affiliated Parties") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN Affiliated Party's consideration of this Application, and any approval, rejection or withdrawal of this Application; and/or (b) ICANN's or an ICANN Affiliated Party's reliance on information provided by Applicant in this Application and on Applicant's representations and warranties herein.

6. Applicant hereby releases ICANN and all ICANN Affiliated Parties from any and all claims by Applicant that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or any ICANN Affiliated Party with respect to this Application including in connection with ICANN's or an ICANN Affiliated Party's review of this Application, investigation or verification, any characterization or description of Applicant or the information in this Application, any withdrawal of this Application or the decision by ICANN to recommend, or not to recommend, the approval of Applicant's Application. APPLICANT AGREES NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL FORA, ANY DECISION MADE BY ICANN WITH RESPECT TO THIS APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FORA ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION. APPLICANT ACKNOWLEDGES AND ACCEPTS THAT APPLICANT'S NONENTITLEMENT TO PURSUE ANY RIGHTS, REMEDIES, OR LEGAL CLAIMS AGAINST ICANN OR THE ICANN AFFILIATED PARTIES IN COURT OR ANY OTHER JUDICIAL FORA WITH RESPECT TO THE APPLICATION SHALL MEAN THAT APPLICANT WILL FOREGO ANY RECOVERY OF ANY APPLICATION

FEES, MONIES INVESTED IN BUSINESS INFRASTRUCTURE OR OTHER STARTUP COSTS AND ANY AND ALL PROFITS THAT APPLICANT MAY EXPECT TO REALIZE FROM THE OPERATION OF A REGISTRY FOR THE GTLD; PROVIDED THAT APPLICANT MAY UTILIZE ANY ACCOUNTABILITY MECHANISM SET FORTH IN ICANN'S BYLAWS FOR PURPOSES OF CHALLENGING ANY DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION. APPLICANT ACKNOWLEDGES THAT ANY ICANN AFFILIATED PARTY IS AN EXPRESS THIRD-PARTY BENEFICIARY OF THIS SECTION 6 AND MAY ENFORCE EACH PROVISION OF THIS SECTION 6 AGAINST APPLICANT.

7. Applicant gives ICANN permission to use Applicant's name in ICANN's public announcements (including informational web pages) relating to Applicant's Application and any action taken by ICANN related thereto. Applicant hereby authorizes ICANN to publish on ICANN's website, and to disclose or publicize in any other manner, any materials submitted to, or obtained or generated by, ICANN and the ICANN Affiliated Parties in connection with this Application, including evaluations, analyses and any other materials prepared in connection with the evaluation of this Application; provided, however, that information will not be disclosed or published to the extent that the Applicant Guidebook expressly states that such information will be kept confidential, except as required by law or judicial process. Access to confidential information shall be limited to those individuals and entities who need access to complete the review process, including individuals within ICANN, ICANN Affiliated Parties, and any third parties conducting application evaluations or providing dispute or appeals services. Except for information afforded confidential treatment, Applicant understands and acknowledges that ICANN does not and will not keep the remaining portion of this Application or materials submitted with this Application confidential.

8. Applicant represents and certifies that it has obtained the necessary permission or consents for the sharing and publication of any personally identifying information or data included in this Application and in the materials submitted with this Application. Applicant acknowledges that the information that ICANN posts may remain in the public domain for a period permitted under applicable law, including in perpetuity where necessary to satisfy ICANN's transparency obligations. Applicant confirms that it has informed such individuals of the processing of their personally identifying information or personal data as required under applicable data protection laws. Applicant acknowledges that ICANN will handle personal information or data collected in accordance with its gTLD Program Privacy Statement <https://newgtlds.icann.org/en/applicants/agb/program-privacy>, which supplements the Privacy Policy, <https://www.icann.org/privacy/policy/#5>, both of which are incorporated herein by this reference. If requested by ICANN, Applicant will be required to obtain and deliver to ICANN and ICANN's background screening vendor any consents or agreements of the entities and/or individuals named in this Application necessary to conduct these background screening activities as

permitted under applicable law. In addition, Applicant acknowledges that, in order to allow ICANN to conduct thorough background screening investigations:

- a. Applicant may be required to provide documented consent for release of records to ICANN by organizations or government agencies;
 - b. Applicant may be required to obtain specific government records directly and supply those records to ICANN for review;
 - c. Additional identifying information may be required to resolve questions of identity of individuals within the Applicant organization and/or individuals identified in the Application;
 - d. Applicant may be requested to supply certain information in the original language as well as in English; and
 - e. Applicant may be required to obtain the permission or consent of individuals whose information will be disclosed to ICANN in connection with this Application.
9. Applicant understands and agrees that it will acquire rights in connection with a gTLD only in the event that Applicant enters into a registry agreement with ICANN, and that Applicant's rights in connection with such gTLD will be limited to those expressly stated in the registry agreement. In the event this Application for the gTLD that is applied for herein is approved, Applicant agrees to enter into the registry agreement with ICANN in the form published in the Applicant Guidebook or as updated from time to time by ICANN. (Note: ICANN reserves the right to make reasonable updates and changes to the form registry agreement in the Applicant Guidebook during the course of the application process, including but not limited to as the possible result of new policies that might be adopted during the course of the application process). Applicant may not resell, assign, or transfer this Application without ICANN's express written consent.
10. Applicant authorizes ICANN to:
- a. Contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this Application; and/or
 - b. Consult with persons of ICANN's choosing regarding information in this Application or information otherwise coming into ICANN's possession, provided, however, that ICANN will use reasonable efforts to ensure that such persons maintain the confidentiality of information in this Application that this Applicant Guidebook expressly states will be kept confidential.
11. For the convenience of Applicants around the world, certain application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials prepared by ICANN (of which these Terms and Conditions is a part) is the version that binds the parties, that such

translations are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the application materials and the English language version, the English language version controls.

12. Applicant agrees that by submitting this Application, Applicant is agreeing to execute waivers or take similar reasonable actions to permit other law and consulting firms retained by ICANN in connection with the review and evaluation of this Application to represent ICANN adverse to Applicant in the matter.
13. ICANN reserves the right to make reasonable updates and changes to this Applicant Guidebook and to the application process, including the process for withdrawal of applications, at any time by posting notice of such updates and changes to the ICANN website, including but not limited to as the possible result of new policies that might be adopted or advice to ICANN from ICANN advisory committees that is adopted by ICANN during the course of the application process. Applicant acknowledges that ICANN may make such updates and changes and agrees that this Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes, and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission to ensure the stable and secure operation of the Internet's unique identifier systems.
14. By submitting this Application, Applicant agrees to comply with all applicable laws and regulations, including those economic, financial, and trade restrictions imposed, administered or enforced by the U.S. government, including but not limited to those administered by the [Office of Foreign Assets Control](#) (OFAC) of the U.S. Department of the Treasury ("Economic Sanctions"). Applicant also agrees to immediately notify ICANN if Applicant, or any of the persons or entities listed in this Application, become the subject of any Economic Sanctions.
15. By submitting this Application, Applicant confirms that it has read and understands the provisions of Section [●] of the Applicant Guidebook regarding the prohibition on discussions with third parties regarding, among other things, Applicant's or any other applicant's application for a new gTLD, collaborating with other applicants and/or discussing or negotiating transfer agreements and agrees to comply with the disclosure and certification obligations outlined in Section [●] of the Applicant Guidebook. Furthermore, Applicant confirms that it has read and understands that ICANN may, in its sole discretion, pursue the remedies set forth in Section [●] of the Applicant Guidebook arising from any breach of Section [●] of the Applicant Guidebook, and Applicant agrees to cooperate with any ICANN inquiry or

investigation concerning a possible breach of Section [●] of the Applicant Guidebook.

16. These Terms and Conditions shall be subject to the law of the State of California.