# DotTrademark Registration Rules

This set of registration rules ("These Rules" or "the Rules") aims to facilitate the use of verified Trademark names and names with legitimate interests for Internet related purposes, promote the orderly and rapid development of e-commerce and international brands in Chinese communities across the globe, provide a trusted online portal for Chinese consumers worldwide, and offer better protection, help combat and mitigate the impact of online trademark infringement.

## Chapter 1     Definition

**Article 1**       The meaning of the major terms in these Rules are as follows:

(1) **DotTrademark**: Top-level domain with the two Chinese characters "商标" as suffix.

(2) **The Registry**: Established under Hong Kong law and authorised by ICANN to operate and manage the ".商标" TLD, also known as "Internet DotTrademark Organisation Ltd." and its wholly owned company "Global Shangyu (Shenzhen) Company Limited".

(3) **ICANN**: Internet Corporation for Assigned Names and Numbers.

(4) **Registrar**: Accredited by ICANN according to "2013 Registrar Accreditation Agreement" and by the Registry to provide DotTrademark registration services.

(5) **Reseller**: Authorised by a registrar and the Registry to provide DotTrademark services on behalf of registrars and in accordance to relevant provisions of ICANN and the Registry.

(6) **Designated Place**: Major regions where the concerned trademarks are registered or used, such as place where the registration certificate is issued (Annex 1 – Designated Places List) or a specific geographical region determined by the Registry.

(7) **Applicant**: Natural person, legal person or organisation that has submitted a new registration / renewal / transferee application in accordance with these Rules.

(8) **Registrant**: Natural person, legal person or organisation that has registered DotTrademark(s).

(9) **Submission time of application**: The time at which a registration application is submitted to the Registry's registration system.

(10) **Policy Committee**: An independent Committee established by the Registry, comprising IP and domain experts from different jurisdictions and is responsible for advising the formulation and interpretation of DotTrademark policies, participating in its implementation including review of rejected DotTrademark applications.

(11) **Dispute Resolution Provider**: Asian Domain Name Dispute Resolution Centre (ADNDRC) and any other organisations authorized by ICANN and the Registry to handle DotTrademark disputes.


## Chapter 2    Functions and obligations of registrars and resellers

**Article 2**    Registrars and resellers shall handle all DotTrademark registrations and related matters pursuant to the applicable policies and rules published on the DotTrademark Registry's official website (www.trademarkdomain.com).

**Article 3**    When providing DotTrademark registration services, registrars and resellers shall follow the principles of good faith and relevant provisions of ICANN, abide by the laws and regulations of their operation jurisdictions, and maintain confidentiality obligations of trade secrets.

**Article 4**    A registrar or reseller shall sign a separate agreement with the applicant covering following matters:

(1) Require the applicant to comply with applicable policies and regulations of ICANN, relevant laws of the jurisdiction where the Registry is located, these Rules, and other policies and regulations implemented by the Registry;

(2) Registrars and resellers shall examine the authenticity, accuracy and completeness of the application materials and submit the materials according to the provisions as stated in the Rules;

(3) If an application is rejected or the Registry requires further information concerning the application, the concerned registrar or reseller shall clearly and promptly notify the applicant, and assist in submission of any supplementary materials as required the Registry.

**Article 5**    Registrars and resellers shall at least provide 5 x 8 hours of customer support services to applicants, including advising issues pertaining to DotTrademark applications and management and handling new registrations, renewals, managements, linkage to websites and transfers etc..

**Article 6**    Registrars or resellers shall obtain authorisation from the applicant and complete the verification process before submitting the application.

**Article 7**    Registrars or resellers shall promptly notify the applicant the time of submission, and assist in submission of any supplementary materials as required the Registry.

**Article 8** Registrars or resellers shall place or publish their DotTrademark authorisation information at a prominent position at their business premises and on their official websites, including but not limited to authorisation certificate, customer services hotline, and email etc.

## Chapter 3 Applicant's Eligibility and Application Materials

**Article 9** Applicants shall possess trademark rights or other legitimate interests in respect of the DotTrademark names being applied.

Registrable names include the followings:

(1) Trademarks registered with the relevant authorities in any Designated Places as listed in Annex I;

(2) Names that are validated by judicial or administrative authorities as unregistered famous or well-known trademarks;

(3) Trademarks protected by international treaties or regulations;

(4) Trademarks validated by domain name dispute resolution procedures (such as ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP));

(5) Unregistered trademarks which possess common law trademark rights;

(6) Newly-created brand names;

(7) Names Approved by the Registry {"Approved Name"} as a DotTrademark

**Article 10** An applicant shall submit the following application materials in electronic format to the Registry in accordance with Article 9:

(1) In respect of registered trademarks mentioned in Paragraph 1 of Article 9, acceptable proof of trademark rights includes trademark registration certificate issued by recognized authorities in the countries/regions listed in Annex I "Designated Places List", trademark license contract, and trademark registration record published by the Designated Place in which the trademark certificate is issued. A Signed Mark Data (SMD) file issued by the Trademark Clearinghouse (TMCH) is deemed to have the same effect as the abovementioned proof of trademark rights.

(2) In respect of the trademarks mentioned in Paragraph 2-4 of Article 9, acceptable proof of trademark rights includes well-known trademarks certification, specific provisions of the relevant treaty or regulations, court judgement which grants the holder legitimate rights and interests of a trademark, and domain name dispute resolution decisions.

(3) In respect of the unregistered trademarks mentioned in Paragraph 5 of Article 9, the applicant shall fill in the designated application form as required by the Registry; and provide proof that the relevant trademark has become an identifier of source of goods and services among consumers in a geographical region, which include but not limited to:

(i) Materials indicating the awareness of relevant trademark by the public;

(ii) Materials indicating the length of time for which the trademark has been used;

(iii) Materials indicating that the trademark has been used in marketing promotions for a considerable amount of time, extent and geographical

region, including information on marketing activities, media coverage and advertisements etc.;

(4) In respect of the newly-created brand names mentioned in Paragraphs 6 of Article 9, the applicant shall fill in a specific application form according to the requirements of the Registry, and provide the Registry with details of the brand.

When submitting an application, the applicant shall also indicate its choice of classification and the goods / services name in accordance with Article 16.

If the above proofs or materials is neither in Chinese nor English, the applicant shall submit a Chinese or English translation.

**Article 11** Trademarks used for DotTrademark applications shall contain identifiable words, letters or numbers.

**Article 12** DotTrademark applications adopt the real-name registration system, under which applicants shall provide their identification documents, including but not limited to: identity card, passport, business license (business registration certificate), or organisation code certificate.

**Article 13** When two or above natural persons, legal persons or organisations jointly hold a same registered trademark, they may designate any of them as DotTrademark registrant or jointly apply as registrants.

**Article 14** For the list of Designated Places approved by the Registry, please refer to Annex I "Designated Places List". The Registry may update the List from time to time.

**Chapter 4    Naming of DotTrademark**

**Article 15** The applicant shall name its DotTrademark(s) according to the following principles and naming methods:

(1) Naming principles

1. The name used for DotTrademark registration must be created or held by the applicant, or the name that the applicant has obtained proper authorization;

2. The name used for DotTrademark registration has distinctiveness;

3. The naming of the DotTrademark Does not infringe on well-known trademark rights to other parties;

4. The naming of the DotTrademark does not cause confusion to the public and impose any adverse impacts on the society.

(2) Naming methods

Category A –  Being named by Validated Trademark Name only

Category B – Being named by "Validated Trademark Name +  goods/services name"

Category C – Being named by "Designated Place + Validated Trademark Name"

Category D - Being named by "Designated Place + Validated Trademark Name + goods/services name"

The Registry has the rights to approve naming methods other than the above in exceptional circumstances.

**Article 16**    Names that can be used for DotTrademark registration include: the full name or the substantial part of a registered trademark, the goods/services name according to the "Nice Classification", or the unregistered trademark used by the applicant in its business activities.

**Article 17**    The Designated Place information of a DotTrademark shall be the name of the place where the trademark rights certificate is issued as approved by the Registry. If an applicant wishes to include other geographical information within the Designated Place, the applicant shall provide materials to prove that such geographical information is directly related to the use of the trademark.

**Article 18**    If an applicant registered a DotTrademark under any naming methods ("Primary DotTrademark"), it may include other information related to the trademark ("other information") and submit an additional application as an affiliated DotTrademark ("Affiliated DotTrademark"). If a primary DotTrademark becomes invalidated due to expiration, transfer or cancellation, the affiliated DotTrademark shall also be invalidated at the same time. The Registry will synchronise the status of any affiliated DotTrademarks with the primary DotTrademarks.

For registration of affiliated DotTrademark, applicants shall provide reasons and proof of use materials to meet the following conditions:

(1)    The other information included is directly related to its trademark;

(2)    If the other information included involves any specific qualification requirements, the applicant shall prove that it satisfies the qualification requirements imposed by the relevant laws of the place where the trademark right certificate is issued or where the company is registered, the relevant certification body, or the customs of the concerned industries;

(3)    The inclusion of the other information does not cause confusion among consumers, or prevent consumers from identifying and distinguishing sources of goods or services.

**Article 19**    The registration fees of DotTrademarks shall follow the "Schedule of Fees for DotTrademark Naming Methods and Registration" (the Schedule of Fees).

**Article 20**    The naming of DotTrademark shall not reduce or undermine the distinctiveness of the related trademark, be inconsistent with the facts, or cause confusion to the public. If a DotTrademark in application is found to be clearly inconsistent with the actual use of the related trademark or cause confusion to the public, the Registry may make reasonable adjustments to the DotTrademark name and determine the applicable fees after taking reference to its proof of use.

**Article 21**    The Registry has the absolute discretion in approving or disapproving registrations or naming methods of DotTrademak.

**Article 22**    The length of a DotTrademark name shall satisfy the following conditions:

(1)    Within 1-63 ASCII characters (Latin alphabets, numbers, dashes all count as ASCII characters);

(2) For Chinese DotTrademark names, the minimum length is one character and the maximum is the number of Chinese characters represented by 63 ASCII characters after transcoding through Punycode.

**Article 23**    The composition of DotTrademark name shall comply with the following provisions:

(1) Shall be in Simplified Chinese, Traditional Chinese, Latin letters (a-z), Arabic numbers (0-9) or combination of the above;

(2) For DotTrademark names in Simplified Chinese, Traditional Chinese, combination of Simplified and Traditional Chinese, and variants of Chinese characters, the Registry shall automatically reserve the same DotTrademark names in their corresponding different forms of Chinese, namely, Traditional Chinese, Simplified Chinese and combination of Simplified and Traditional Chinese;

(3) Trademark names which are a combination of Simplified and Traditional Chinese may be applied for registration of DotTrademark in merely Simplified or Traditional Chinese;

(4) A registrant may choose to activate any reserved DotTrademarks in Simplified or Traditional Chinese;

(5) If a trademark contains any characters not listed in Paragraph 1, the applicant may try to translate such characters into the format as listed in Paragraph 1, if that is possible.

(6) Phonetic symbols in Latin characters can be omitted, using only the letters for DotTrademark registration.

(7) For trademark names which consist of special characters such as "&" or "@", the applicant may apply to omit them, and  use "-" instead of such characters, or translate them into words which have same meaning, provided that such translation would not undermine the DotTrademark's distinctiveness  and cause confusion to the public.

**Article 24**    The following names shall be restricted from registration:

- Names that are identical to or similar with the names of flags, logos, anthems of a nation, region, and administrative bodies of a country;

- Words or phrases that are prohibited by ICANN to use for registration, including but not limited to names of international organisations or institutions, the International Olympic Committee, the International Red Cross, the International Red Crescent Movement, and international intergovernmental organisations;

- Geographical names known to the public;

- Names that the Registry considers causing conflicts or negative social impacts in the political, economic, cultural and religious aspects;

- Names with insufficient distinctiveness, and other names that do not meet the requirements of Article 15.

## Chapter 5    DotTrademark Rights Protection Mechanism

**Article 25**    Registrants' DotTrademark rights are protected by the protection services provided under these Rules.

**Article 26**    The protection services of DotTrademark are based on the naming methods as stated in Article 15. An applicant is required to register or renew the DotTrademark under one of the naming

6

methods to obtain or extend the specific protection services in respect of the registered names of the verified trademark, geographical location, or goods/services.

(1) For DotTrademarks registered under naming methods A and B, and pursuant to Article 16, the registrant shall refer to "International Classification Standards for the Registration of Trademarks - Nice Classification" or the trademark classification from the relevant Designated Place(s) and specify in its application the goods/services for registration protection services. Each DotTrademark registration includes the protection services covering names or keywords of 10 goods/services under one classification. A registrant may apply to extend the protection to cover more names and keywords of goods/services in the same classification or other classifications. In such circumstance, additional service fees shall be paid according to the "Fee Schedule" and supplemental proof of trademark rights shall be required. Upon approval of the Registry, the protection of names and keywords of goods/services will be granted.

(2) The protection scope of an affiliated DotTrademark shall be the same as its primary DotTrademark.

(3) If a DotTrademark name being applied is identical to or confusingly similar with an existing registered DotTrademark, the applicant shall change the naming method and resubmit its application.

(4) Third parties' registrations are not allowed for names identical to or confusingly similar with existing registered DotTrademarks.

(5) If a DotTrademark is invalidated due to expiration, transfer or cancellation, its protection services shall also be invalidated at the same time.

**Article 27**     When deciding identity and similarity issues mentioned in the preceding Article, the Registry will take into consideration of the following factors:

(1) Whether the name being applied is visually or phonetically (including Chinese, English and PinYin) similar to existing DotTrademarks;

(2) Whether the goods / services name or Designated Place used in a naming method can be effectively differentiated from existing DotTrademarks;

(3) Other factors that The Registry considers to be confusing.

**Article 28**     When a same trademark is held by more than one legitimate holders (i.e in different goods / services or Designated Place(s)), the DotTrademark application shall follow the principle of "first-come-first-served".

## Chapter 6  Verification Process

**Article 29**     The Registry shall publish and update the application status and the WHOIS database in its official website once it receives the DotTrademark application.

**Article 30**     For a DotTrademark application which is undergoing verification process by the Registry, its status shall be displayed as "Pending Create". If there are no special circumstances and an applicant fails to submit the materials required for registration, the Registry shall reject and delete the application, with the registration fees refunded. The concerned DotTrademark shall be opened for registration again after 24 hours of the deletion of the application.

**Article 31**  Once the Registry receives an application with supporting materials, the verification process shall be completed within 10 calendar days, and shall inform the registrar or reseller the application result through electronic means.

**Article 32**  After the application of a DotTrademark is approved, its status will be displayed as "OK".

**Article 33**  For DotTrademark applications in "Pending Create" status, if the Registry is unable to complete the verification process within 10 calendar days upon the receipt of the application, the Registry shall reject the application, delete relevant information, and refund the application fees.

**Article 34**  The Registry shall have the right to request further or supplementary information from an applicant during the verification process, and to make a decision after fully consider the applicant's circumstances. The decision of the Registry will not be affected if the applicant fails to provide supplementary information as required.

**Article 35**  If a DotTrademark application is rejected, the Registry shall inform the registrar or reseller through electronic means within one working day and the registrar/reseller shall inform the applicant of such decision promptly.

**Article 36**  If an applicant refuses to accept the decision of the Registry, it may, within 14 natural days after being notified, apply to appeal the Registry's decision in accordance to the "Procedures for DotTrademark Registration Appeal".

**Article 37**  After the approval of the DotTrademark application, the registrant shall receive a "DotTrademark Registration Certificate" issued by the Registry.


**Chapter 7**  **Registration period, renewal, change, transfer, cancellation and redemption**

**Article 38**  The registration and renewal period ranges from 1-10 years.

**Article 39**  Changes to DotTrademark registration information shall be made in accordance to the following provisions:

(1)  If the changes concern about trademark information or registrant information, the registrant shall apply to the Registry through its registrar or reseller to update the relevant information within 30 natural days after such changes are effective.

(2)  The registrar or reseller shall, within three calendar days upon receiving the change of information request from the registrant, submit the updated registrant information to the Registry for review. Upon approval of the Registry, the information can be changed.

**Article 40**  Change of registrars or resellers shall follow the provisions as below:

(1)  After receiving the valid application materials submitted by the DotTrademark registrant requesting for the change, the original registrar (prior to the change) shall follow the provisions of ICANN's "Inter-Registrar Transfer Policy" (https: // www. Icann.org/resources/pages/transfers-2012-02-25-en), and no fees can be charged from the registrant;

(2)  The requirements and procedures for the change of registrars and resellers shall be conducted in accordance with the relevant procedures published by the Registry;

(3)  The change of registrars or resellers is not allowed in the circumstances including but not limited to: within 60 days after a DotTrademark is registered, less than 15 days until expiration, registration fees are in arrears, identity of the trademark owner is unclear or in

dispute, the DotTrademark is invalidated or other circumstances that the Registry does not approve the transfer of DotTrademark.

**Article 41**　　Registrant of a valid registered DotTrademark is not allowed to change the selected classifications or goods/services for protection; however, at the time of renewal, the registrant may re-select other classifications or goods/services for protection.

**Article 42**　　If a registrant wishes to add more classifications or goods/services for protection within the validity period of a DotTrademark, it shall apply to the Registry through its reseller and pay the fees as provided in the Fee Schedule and validation fees concerned. After the approval of the Registry, the Registry shall provide additional protection according to its application. The expiry date of protection for the additional classification or goods/services shall be the same as the concerned DotTrademark.

**Article 43**　　The transfer of DotTrademark shall comply with the following provisions:

(i)　　The assignee shall be a natural person, legal person or organisations in accordance with the provisions of Article 9.

(ii)　　The Registry may decide on the naming methods, applicable fees and adjust the protection scope according to the assignee's trademark rights.

(iii)　　Registrars and the Registry shall not accept transfer or cancellation of a DotTrademark that is a subject in dispute resolution proceedings, unless the assignee agrees in writing to be bound by the relevant court's judgements or decisions by the relevant arbitral tribunal or dispute resolution bodies.

(iv)　　Transfer of a primary DotTrademark shall result in any of its affiliated DotTrademarks being transferred at the same time.

**Article 44**　　Once a DotTrademark is expired and not renewed by the registrant, the registrar or reseller may, in accordance to ICANN's provisions and its own business practices, decide to cancel the relevant DotTrademark, suspend the resolution of the concerned DotTrademark and its affiliated DotTrademark within 45 days after its expiration. Before cancelation, the registrar or reseller shall inform the registrant in a reasonable manner, including but not limited to sending renewal reminder emails, and suspending the resolution of the concerned DotTrademark. Registrants shall pay attention to the expiration policies of the registrars and resellers to avoid losses caused by the cancelation their DotTrademark(s).

**Article 45**　　For DotTrademarks which are canceled in accordance with Article 44, they shall be subjected to a redemption period of up to 30 calendar days in accordance to the relevant provisions of ICANN. During the redemption period, the protection of the primary and its affiliated DotTrademarks will be suspended. The registrant may apply to the Registry for the restoration and redemption of the abovementioned DotTrademark through its registrar or reseller to reactivate protection services and pay the redemption fees according to the Registry's policies. After the end of the redemption period, any unrestored DotTrademarks will be deleted from the Registry's database, and shall be open to the public for registration after 5 calendar days.

**Article 46**　　In accordance with these Rules or the relevant provisions of ICANN, if any dispute resolution provider, court or administration body requests for locking, cancellation or transfer of a registered DotTrademark, the Registry has full discretion to implement relevant decisions for the following purposes: (i) to resolve any compliance issues arising out from the registrations of DotTrademark of registrars/resellers/the Registry; or (ii) to rectify the invalidity issues in DotTrademark

registrations such as expiration and cancellation of trademark registration etc. or; (iii) to rectify invalidity issues found during spot checks by the Registry; or (iv) to enforce decisions concerning disputes concerning DotTrademark registrations; or (v) to tackle issues on registrant's failure to settle applicable fees; or (vi) to comply with or enforce relevant laws, government regulations, enforcement requirements or disputes resolution decisions; or (vii) to circumvent the civil or criminal liabilities of the Registry and its affiliates, subsidiaries, offices, directors or employees.

**Article 47**     Applicants and registrants are required to declare that they shall comply with the Rules, as well as other applicable and DotTrademark management policies published by ICANN and the Registry.

**Article 48**     Without prejudice to any existing rule of law, the Registry shall be no be liable to the applicants and registrants. If a DotTrademark applicant or registrant involves in any disputes concerning the application, registration, renewal, amendment, or usage of a DotTrademark, they shall ensure that the Registry and its directors, senior management, employees, Policy Committee members, registrars and resellers are not liable for any claims or damages, including the attorneys' fees and other costs associated therewith. The exemption is still valid after the concerned DotTrademark has expired or after termination.

**Article 49**     In accordance with ICANN's relevant policies, the Registry shall establish a database containing DotTrademark registration information (WHOIS) in its website. Registrars and resellers shall collect the relevant DotTrademark registration information (WHOIS) from the registrants, and ensure that registrants are aware of the use of these information, and that the information is complete and accurate.

**Article 50**     DotTrademark registration information (WHOIS) includes the following:

(1)     Registrant's information, including registrant's name (name or organisation name), identification documents (ID card, business license, organisation code certificate), telephone number, fax number, mailing address, zip code, email address;

(2)     Registering person information (shall be provided when the registrant is a legal person or other organisation), including registering person's name, telephone number, fax number, mailing address, zip code, email address; The registering person shall be an employee of the legal person or organization, and is authorised to handle the application of DotTrademark and such information shall be included under "Registrant Name" in the WHOIS database.

(3)     The format of registration information shall be as follows: Chinese characters, Latin letters (a-z, case insensitive), numbers (0-9). If the above information is neither in Chinese nor English, the applicant shall submit a Chinese or English translation.

(4)     For private / proxy registration services, the name of the registrant shall be the owner / licensee of the trademark.

## Chapter 8     Disputes Resolution

**Article 51**     If a third-party raises a dispute concerning the eligibility requirements as stated in Chapter 3, such dispute shall be submitted to the Asian Domain Name Dispute Resolution Centre (ADNDRC) for resolution in accordance with the DotTrademark Eligibility Disputes Resolution Policy.

**Article 52** Other policies applicable to resolving disputes concerning the registrations and usage of DotTrademark include ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension System (URS), and any other disputes resolution policies adopted by the Registry and ICANN.

**Article 53** DotTrademarks which are in dispute resolution proceedings not transferrable and renewable. Upon completion of the dispute resolution proceedings, the Registry, registrar or reseller shall implement the decision of the dispute resolution panel and enforce any remedies ordered by the panel, including suspension, locking, cancelation, transfer, change of registrars, and cancellation.

**Chapter 9    Usage Requirements**

**Article 54** Registered DotTrademarks shall be used for promotion of goods/services within 3 months after its registration, including linking it to official websites and other promotional channels etc.; If a registered DotTrademark is being used within the abovementioned period, the registrant is required to apply to the Registry for the postponement of usage within 3 months of registration, and the maximum postponed period shall not exceed 9 months.

The website resolved by a DotTrademark shall be fraud-free, lawful and with good faith, and the information published on the website shall be consistent or relevant to the information provided in its DotTrademark registration.

The Registry has the right to freeze or cancel any DotTrademarks which violate the usage requirements.

**Article 55** If the information contained in the website is inconsistent with the information provided in its DotTrademark registration, or existence of unauthorized usage of trademarks, misleadingness to the public, or infringement of third party's legitimate rights, the registrant shall be liable for all legal responsibilities and any losses and expenses incurred to the Registry.

In addition, the Registry may, in such circumstances, issue a warning to the registrant and to pursue relevant liabilities, and may suspend, freeze, or cancel the relevant DotTrademark.

**Chapter 10    Effective Date and Interpretation**

**Article 56** The Rules shall be in effect as of 1 November 2017. The Rules supersedes the "DotTrademark Registration Rules" published by the Registry previously and other policies that apply to new registrations, renewals, transfers, or other matters as specified in the Rules. If there are any documents published by other organisations are inconsistent with the Rules, the provisions of the Rules shall prevail.

**Article 57** These Rules are subject to the interpretation of the Registry.

**Article 58** In case of any discrepancies between the Chinese and English version, the Chinese text shall govern.