To Be Released Domain Name Registration Policy, Rules, and Procedures
Version 1.7, February 5, 2019

This Policy applies to the registration of certain deleted Domain Names. Capitalized terms used herein but not defined, shall have the meaning as set out in CIRA's Registrant Agreement   or Registrar Agreement. If there is a conflict or inconsistency between this Policy and other Registry PRP, this Policy shall prevail.

1. **Definitions:**   "TBR Domain Names" mean any Domain Name that CIRA, at its complete and sole discretion, deems to be a TBR Domain Name and that has been published on the TBR Domain Name list (the **"List"**).   CIRA will use reasonable commercial efforts to update the List on a regular basis, at its complete discretion. Domain Names that are deleted pursuant to the Registry PRP shall unless CIRA at its complete discretion determines otherwise, become TBR Domain Names. TBR Domain Names on the List may be available for registration during a TBR Session (as that term is defined below).

2. **TBR Domain Name Availability:** CIRA will accept a network connection and process an eligible request (collectively, a **"Request"**) for the registration of an available TBR Domain Name according to procedures, as set out herein. CIRA will use reasonable commercial efforts to make TBR Domain Names available for registration at a specified time (the **"TBR Session"**). TBR Domain Names may or may not be available for the entire duration of a TBR Session. If TBR Domain Names that were available during the TBR Session are not registered during the relevant TBR Session, those TBR Domain Names will be removed from the List, and CIRA will use reasonable commercial efforts to make those Domain Names available for general registration in accordance with the Registry PRP. CIRA will use reasonable commercial efforts to run TBR Sessions at regular intervals. However, CIRA may change the interval, and the times associated with the TBR Session, at its complete discretion, at any time.

3. **Registrar Obligations:** For a TBR Session, it is the obligation of the Registrar to:

    (a)   submit a Request on behalf of an existing CIRA Registrant;

    (b)   initiate a Request in good faith;

    (c)   submit a Request for TBR Domain Names only;

    (d)   submit a Request from an IP address that is unique across all Registrars;

    (e)   not make any changes to the Registrar's account, specifically, their IP addresses, and login credentials, within 30 minutes of a TBR Session; and

    (f)   not abuse CIRA's network or systems.

4. **Validation:** CIRA will validate each Request for the registration of a TBR Domain Name according to this Policy and the Registry PRP. If the Request is validated and approved, CIRA will register the TBR Domain Name in the name of an existing Registrant submitted by the requesting Registrar, and will debit the Registrar's CIRA Deposit Account for the applicable Fee.

5. **CIRA cancellation/rejection of a Request:** If at any time in the course of validating or processing a Request, it appears to CIRA, in its sole discretion, that:

   (a) the Request does not comply with this Policy or the Registry PRP;

   (b) even if the Request complies, processing the Request would contravene the Registry PRP;

   (c) a Registrar or Registrars abuse CIRA's network or systems; and/or

   (d) a Request should not be processed even if the Request complies and does not contravene the Registry PRP; then

CIRA may reject and/or cancel the Request. CIRA will use reasonable commercial efforts to provide an error message to the Registrar indicating that the Request has been cancelled and/or rejected.

Specific circumstances in which a Request may be cancelled and/or rejected include, but are not limited to, the following:

   (a) there is a preceding and valid Request for the same TBR Domain Name in the CIRA system;

   (b) the Request is made on behalf of a non-existing Registrant;

   (c) the Request does not include a TBR Domain Name;

   (d) the Request includes more than one TBR Domain Name;

   (e) the Request does not include the applicable Registrant Identification Number;

   (f) the Request was made from an IP address that was not unique across all Registrars;

   (g) the Registrar does not have sufficient funds in its deposit account for the Registration Fee; and/or

   (h) the Registrar submits requests (for registration, verification, validation, or any othe purpose) at intervals which do not comply with the Registry PRP.

6.   Cancellation of the TBR Session by CIRA: If at any time during a TBR Session, it appears to CIRA, in its sole discretion, that:

(a)   a Registrar or Registrars have abused or are abusing CIRA's network or systems;

(b)   the TBR Session does not comply with any of the Registry PRP;

(c)   even if the TBR Session complies, processing the TBR Session would contravene the Registry PRP; and/or

(d)   a TBR Session should not proceed or be completed, even if the TBR Session complies and does not contravene the Registry PRP;

CIRA may cancel the TBR Session and cancel any TBR Domain Name Registrations that have been registered during or via the cancelled TBR Session. CIRA will use reasonable commercial efforts to send an email message to the Registrar that indicates that the TBR Session, any outstanding Requests, and any of the processed TBR Domain Name Registrations, have been cancelled.

If CIRA cancels a TBR Session, it may decide at its complete discretion to add some or all of the relevant cancelled TBR Domain Names to the List for a subsequent TBR Session or TBR Sessions. A cancellation of a TBR Session will lead to the cancellation of all TBR Domain Names registered during the cancelled TBR Session. CIRA will as soon as possible after the cancellation of a TBR Session, using reasonable commercial effort, send an email message to the Registrars indicating the date or dates on which the TBR Domain Names of the cancelled TBR Session may be available for registration via a subsequent TBR Session.

7.   Fees: the Fee for the registration of a TBR Domain Name shall be the same as the Fee for a Domain Name Registration.

8.   CIRA extensions: CIRA may at any time and at its complete and absolute discretion extend or shorten any of the timelines in this Policy.

9.   Registrar Sanctions: CIRA may, in addition to the remedies available under the Registrar Agreement, impose the following sanctions on Registrars that CIRA believes at its sole discretion have violated these Rules and/or abused CIRA's network or systems:

(a)   *First Abuse* – A Registrar's TBR Session participation privileges may be suspended for a period of at least 30 days;

(b)   *Second Abuse* – CIRA may suspend the Registrar for a period of at least 30 days; and

(c)   *Third Abuse* – CIRA may decertify the Registrar and terminate their Registrar Agreement.