#### **Attachment 2**

#### .Brand TLD Designation Application

Internet Corporation for Assigned Names and Numbers ("ICANN") 12025 Waterfront Drive, Suite 300 Los Angeles, California 90094

Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Alibaba Group Holding Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .ALIBABA TLD (the "Registry Agreement"), hereby applies for .ALIBABA TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as <a href="Exhibit A">Exhibit A</a>, the registration policies attached hereto as <a href="Exhibit B">Exhibit B</a>, and the SMD file ID number attached hereto as <a href="Exhibit C">Exhibit C</a> are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Because this application is submitted to ICANN after the delegation of the TLD to nameservers designated by the Registry Operator into the root- zone, Registry Operator represents to ICANN that all domain names that are registered in the TLD are registered to and maintained in compliance with the requirements of the .Brand TLD definition.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to Senior Legal Counsel, Head of Soft IP, at

Submitted by:

Position: Senior Legal Counsel, Head of Soft IP

Date: 23 August 2019

Email:

Please be advised that by submitting your personal data in the .Brand TLD Designation Application, you agree that your personal data will be processed in accordance with the ICANN <u>Privacy Policy</u> and the website <u>Terms of Service</u>.

## Exhibit A

# **Trademark Registration**

[to be attached by Registry Operator]

The United States of America

# CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.

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Director of the United States Patent and Trademark Office

# Requirements for Maintaining a Federal Trademark Registration

#### **SECTION 8: AFFIDAVIT OF CONTINUED USE**

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

i) At the end of 6 years following the date of registration.

 At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

#### **SECTION 9: APPLICATION FOR RENEWAL**

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cls.: 35 and 38

Prior U.S. Cls.: 100, 101, 102, and 104

United States Patent and Trademark Office

Reg. No. 2,579,498 Registered June 11, 2002

#### SERVICE MARK PRINCIPAL REGISTER

#### **ALIBABA**

ALIBABA.COM CORPORATION (CAYMAN IS-LANDS CORPORATION) ONE CAPITAL PLACE, FOURTH FLOOR P.O.BOX 847

GRAND CAYMAN, CAYMAN ISLANDS

GRAND CAYMAN, CAYMAN ISLANDS

FOR: MARKET RESEARCH AND BUSINESS CONSULTING SERVICES; BUSINESS SERVICES, NAMELY FACILITATING THE TRANSACTION OF BUSINESS VIA LOCAL AND GLOBAL COMPUTER NETWORKS BY LOCATING AND PROVIDING REFERRALS FOR THE DELIVERY OF A WIDE VARIETY OF BUSINESS AND CONSUMER PRODUCTS AND SERVICES AND BY; DISSEMINATION OF ADVERTISING OF GOODS AND SERVICES OF OTHERS VIA LOCAL AND GLOBAL COMPUTER NETWORKS; PROVIDING A WEB SITE ON A GLOBAL COMPUTER NETWORK BY WHICH THIRD PARTIES CAN OFFER AND SOURCE GOODS AND SERVICES, PLACE AND FULFILL ORDERS, ENTER INTO CONTRACTS AND TURNIC GOODS AND SERVICES OF ACILITATE BUSINESS; PROVIDING A DIRECTORY OF THIRD PARTY WEB SITES TO FACILITATE BUSINESS TRANSACTIONS; OPERATING AN ELECTRONIC MARKETPLACE FOR THE BUYERS AND SELLERS OF GOODS AND/OR SERVICES ON A

GLOBAL COMPUTER NETWORK, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-1999; IN COMMERCE 12-0-1999.

FOR: PROVIDING AN INTERACTIVE WEB SITE ON A GLOBAL COMPUTER NETWORK FOR THIRD PARTIES TO POST INFORMATION, RESPOND TO REQUESTS AND PLACE AND FULFILL ORDERS FOR PRODUCTS, SERVICES AND BUSINESS OPPORTUNITIES; PROVIDING ELECTRO. NIC BULLETIN BOARDS FOR THE POSTING AND TRANSMISSION OF MESSAGES AMONG AND BETWEEN COMPUTER USERS CONCERNING PRODUCTS, SERVICES AND BUSINESS OPPORTUNITIES; PROVIDING ELECTRONIC MAIL AND ELECTRONIC MAIL FORWARDING SERVICES, IN CLASS 38 (U.S. CLS. 100, 101 AND 104). CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 12-0-1999; IN COMMERCE 12-0-1999.

SN 75-832,630, FILED 10-26-1999.

GINA FINK, EXAMINING ATTORNEY

Generated on: This page was generated by TSDR on 2019 08 22 22:12:37 EDT

Mark: AL BABA

ALIBABA

US Serial Number: 75832630 Application Filing Oct 26 1999

Date:

US Registration 2579498 Registration Date: Jun 11 2002

Number:

Register: Principal

Mark Type: Service Mark

Status: The registration has been renewed

Status Date: Apr 27 2012 Publication Date: Mar 27 2001

Notice of Jun 19 2001

Allowance Date:

### **Mark Information**

Mark Literal AL BABA

Elements:

Standard Character No

Claim:

Mark Drawing 1 TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Type

#### **Goods and Services**

#### Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [ ] indicate deleted goods/services;
- Double parenthesis (( )) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \* \* identify additional (new) wording in the goods/services

For: Market research and business consulting services; business services namely facilitating the transaction of business via local and global computer networks by locating and providing referrals for the delivery of a wide variety of business and consumer products and services and by; dissemination of advertising of goods and services of others via local and global computer networks; providing a web site on a global computer network by which third parties can offer and source goods and services place and fulfill orders enter into contracts and transact business; ; providing a directory of third party web sites to facilitate business transactions; operating an electronic marketplace for the buyers and sellers of goods and/or services on a global computer network

International 035 Primary Class U.S Class(es): 100 101 102

Class(es):

Class Status: ACT VE Basis: 1(a)

First Use: Dec 1999

Use in Commerce: Dec 1999

For: Providing an interactive web site on a global computer network for third parties to post information respond to requests and place and fulfill orders for products services and business opportunities; ; providing electronic bulletin boards for the posting and transmission of messages among and between computer users concerning products services and business opportunities; ; providing electronic mail

and electronic mail forwarding services

International 038 Primary Class U.S Class(es): 100 101 104

Class(es):

Class Status: ACT VE

Basis: 1(a)

First Use: Dec 1999 Use in Commerce: Dec 1999

### **Basis Information (Case Level)**

Filed Use: No Currently Use: Yes Amended Use: No

Filed ITU: Yes Currently ITU: No Amended ITU: No Filed 44D: No Currently 44D: No Amended 44D: No Filed 44E: No Currently 44E: No Amended 44E: No

Filed 66A: No Currently 66A: No Filed No Basis: No Currently No Basis: No

# **Current Owner(s) Information**

Owner Name: AL BABA GROUP HOLD NG L M TED

Owner Address: PO BOX 847 George Town

**GRAND CAYMAN** CAYMAN SLANDS

Legal Entity Type: CORPORAT ON State or Country CAYMAN SLANDS

Where Organized:

### **Attorney/Correspondence Information**

Attorney of Record

Attorney Name: Jeffrey Costellia **Docket Number: 074619 346** Attorney Primary <a href="mailto:nptm@nixonpeabody.com">nptm@nixonpeabody.com</a> Attorney Email Yes **Email Address:** Authorized:

Correspondent

Correspondent Jeffrey Costellia Name/Address: Nixon Peabody LLP 799 9th Street NW

Suite 500

Washington D STR CT OF COLUMB A 20001

**UN TED STATES** 

Phone: 202 585 8000 Fax: 202 585 8080

Correspondent e- Yes Correspondent e- nptm@nixonpeabody com mail: mail Authorized:

**Domestic Representative** 

Phone: 202 585 8000

Domestic Jeffrey Costellia

Representative

Name:

Fax: 202 585 8080

Domestic <a href="mailto:nptm@nixonpeabody.com">nptm@nixonpeabody.com</a> Domestic Yes Representative e-Representative email: mail Authorized:

### **Prosecution History**

| Date        | Description  | Proceeding |
|-------------|--|------------|
|             | ·  | Number     |
| Aug 30 2018 | NOT CE OF SU T                                       |            |
| Aug 05 2016 | ATTORNEY/DOM REP REVOKED AND/OR APPO NTED            |            |
| Aug 05 2016 | TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECE VED |            |
| Apr 27 2012 | NOT CE OF ACCEPTANCE OF SEC 8 & 9 E MA LED           |            |
| Apr 27 2012 | REG STERED AND RENEWED (F RST RENEWAL 10 YRS)        | 71378      |
| Apr 27 2012 | REG STERED SEC 8 (10 YR) ACCEPTED/SEC 9 GRANTED      | 71378      |
| Apr 24 2012 | CASE ASS GNED TO POST REG STRAT ON PARALEGAL         | 71378      |
| Apr 03 2012 | TEAS SECT ON 8 & 9 RECE VED                          |            |
| May 19 2008 | REG STERED SEC 8 (6 YR) ACCEPTED & SEC 15 ACK        | 60234      |
| May 08 2008 | ASS GNED TO PARALEGAL                                | 60234      |
| Apr 24 2008 | TEAS SECT ON 8 & 15 RECE VED                         |            |
| Feb 13 2008 | AUTOMAT C UPDATE OF ASS GNMENT OF OWNERSH P          |            |
| Sep 13 2007 | CASE F LE NT CRS                                     |            |
| Jun 26 2003 | TEAS CHANGE OF CORRESPONDENCE RECE VED               |            |
| Jun 11 2002 | REG STERED PR NC PAL REG STER                        |            |

| Mar 08 2002 | ALLOWED PRINCIPAL REGISTER SOU ACCEPTED |       |
|-------------|---|-------|
| Mar 07 2002 | EXAM NERS AMENDMENT MA LED              |       |
| Jan 18 2002 | NON F NAL ACT ON MA LED                 |       |
| Jan 16 2002 | STATEMENT OF USE PROCESS NG COMPLETE    |       |
| Jan 16 2002 | EXTENS ON 1 GRANTED                     |       |
| Dec 19 2001 | USE AMENDMENT F LED                     |       |
| Dec 19 2001 | EXTENS ON 1 F LED                       |       |
| Jun 19 2001 | NOA MA LED SOU REQUIRED FROM APPLICANT  |       |
| Mar 27 2001 | PUBL SHED FOR OPPOS T ON                |       |
| Mar 14 2001 | NOT CE OF PUBL CAT ON                   |       |
| Dec 14 2000 | APPROVED FOR PUB PR NC PAL REG STER     |       |
| Dec 13 2000 | EXAM NER S AMENDMENT MA LED             |       |
| Oct 20 2000 | CORRESPONDENCE RECE VED IN LAW OFFICE   |       |
| Apr 20 2000 | NON F NAL ACT ON MA LED                 |       |
| Apr 06 2000 | ASS GNED TO EXAM NER                    | 76464 |
| Apr 05 2000 | ASS GNED TO EXAM NER                    | 72146 |
| Apr 03 2000 | ASS GNED TO EXAM NER                    | 72617 |

### **Maintenance Filings or Post Registration Information**

Affidavit of Section 8 Accepted

**Continued Use:** 

Affidavit of Section 15 Accepted

Incontestability:

Renewal Date: Jun 11 2012

### **TM Staff and Location Information**

### TM Staff Information - None

File Location

Current Location: GENER C WEB UPDATE Date in Location: Apr 27 2012

### **Assignment Abstract Of Title Information**

Summary

Total Assignments: 1 Registrant: Alibaba com Corporation

Assignment 1 of 1

Conveyance: CHANGE OF NAME

**Reel/Frame:** <u>3716/0047</u> **Pages:** 3

Date Recorded: Feb 08 2008

Supporting assignment tm 3716 0047 pdf

Documents:

Assignor

 Name:
 AL BABA COM CORPORAT ON
 Execution Date:
 Nov 05 2007

 Legal Entity Type:
 CORPORAT ON
 State or Country
 CAYMAN SLANDS

Where Organized:

Assignee

Name: AL BABA GROUP HOLD NG L M TED

Legal Entity Type: CORPORAT ON State or Country CAYMAN SLANDS

Where Organized:

Address: PO BOX 847

FOURTH FLOOR ONE CAP TAL PLACE GRAND CAYMAN CAYMAN SLANDS

Correspondent

Correspondent CONN E L ELLERBACH

Name:

Correspondent 801 CAL FORN A STREET

Address: S L CON VALLEY CENTER MOUNTA N V EW CA 94041

#### **Domestic Representative**

Domestic CONN E L ELLERBACH

Representative Name:

Domestic 801 CAL FORN A STREET Representative S L CON VALLEY CENTER Address: MOUNTA N V EW CA 94041

## Exhibit B

# **TLD Registration Polices**

[to be attached by Registry Operator]

### TLD Registration Policies

#### ALIBABA TLD REGISTRATION POLICY

#### 1. ELIGIBILITY

Only Alibaba Group Holding Limited, its Affiliates and qualified Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement ("Specification 13" where applicable) are eligible to register a Domain Name under the **.ALIBABA** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

#### 2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:-

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry; and
  - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

#### 3. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:-

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in

- the Registry Rules; and
- b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) it has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

#### 4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following:-

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

#### 5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:-

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming:
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) where such Domain Name is placed under reserved names list at any time; and
- (viii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

#### 6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:-

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

#### 7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with ALIBABA's response to Question 22 Geographic Names.

By registering a letter/letter two-character ASCII label, the Registrant represents that the Registrant will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

The Registry will take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

#### 8. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:-

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

#### 9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

#### 10. TERM OF REGISTRATION / RENEWAL

#### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

#### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

#### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing

with the Registrar.

#### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

#### 11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

#### 12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

#### 13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:-

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

#### 14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

#### 15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

#### 16. DEFINITIONS

**Affiliate** has the same meaning as defined in Registry Agreement.

**Domain Name** means a domain name registered directly under the .ALIBABA TLD or for which a request or application for registration has been filed with the Registry;

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;

**Registry** means Alibaba Group Holding Limited ("ALIBABA");

**Registry Agreement** *means the agreement between the Registry and ICANN;* **Registry Rules** *mean:* 

- (i) this Registration Policy; and
- (ii) any rules and regulations provided and amended by the Registry from time to time.

**Registrant** means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.