

.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

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. ("**Registry Operator**"), in connection with the execution of the Registry Agreement for the .bbva TLD (the "Registry Agreement"), hereby applies for .bbva 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, listed below and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect.

- The BBVA TLD (.bbva) is identical to the textual elements protectable under applicable law of a registered trademark valid under applicable law.
- The BBVA trademark is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse and the trademark meets all eligibility requirements and have been issued an SMD file.
- The BBVA trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator's and its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The BBVA trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The BBVA trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The BBVA trademark does not begin with a period or a dot.
- The BBVA trademark is used by Registry Operator in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (see exhibit A).
- Only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (see exhibit B).
- The TLD is not a Generic String TLD (as defined in Specification 11).

Registry Operator also represents that the trademark registration attached hereto as Exhibit A and the registration policies attached hereto as Exhibit B are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, 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.

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 [REDACTED].

Submitted by:	[REDACTED]
Position:	Gestión Global de Marcas y TLDs – Abogado
Dated:	30/05/2014
Email:	[REDACTED]

Exhibit A

Trademark Registration



D113

OAMI OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR (MARCAS, DIBUJOS Y MODELOS)
HABM HARMONISIERUNGSAMT FÜR DEN BINNENMARKT (MARKEN, MUSTER UND MODELLE)
OHIM OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (TRADE MARKS AND DESIGNS)
OHMI OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR (MARQUES, DESSINS ET MODÈLES)
UAMI UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO (MARCHI, DISEGNI E MODELLI)

Copia Certificada ♦ Beglaubigte Abschrift ♦ Certified Copy
Copie Certifiée ♦ Copia Autenticata

Código de identificación ♦ Identifizierungscode ♦ Identification code ♦
Code d'identification ♦ Codice di identificazione: 5C6U5CFDRIOJ34BEM32RCAHCD A

Por la presente se certifica que el documento que se adjunta es una copia conforme del certificado de registro para la marca comunitaria cuyo número y fecha de registro aparecen a continuación.

El documento original puede ser consultado en el enlace de la OAMI <http://oami.europa.eu> introduciendo el código de identificación indicado más arriba.

Hiermit wird bestätigt, daß die Abschrift, die diesem Beleg beigeheftet ist, eine genaue Abschrift der Eintragungsurkunde ist, die für die Gemeinschaftsmarke mit der nachstehenden Eintragsnummer und dem nachstehenden Eintragungstag ausgestellt wurde.

Das Originaldokument kann mittels Eingabe eines Identifizierungscode bei folgender Webadresse <http://oami.europa.eu> eingesehen werden.

This is to certify that the attached document is an exact copy of the certificate of registration issued for the Community trade mark bearing the registration number and date indicated below.

The original document can be consulted introducing the identification code indicated above at the following OHIM web page link <http://oami.europa.eu>.

Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque communautaire portant le numéro et la date d'enregistrement qui figurent ci-après.

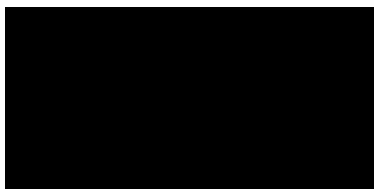
Le document original peut être consulté sur le site web de l'OHMI <http://oami.europa.eu> en introduisant le code d'identification indiqué ci-dessus.

Con la presente si certifica che il documento allegato è una copia conforme del certificato di registrazione per il marchio comunitario contrassegnato dal numero e dalla data di registrazione riportati sotto.

Il Documento originale può essere consultato introducendo il codice di identificazione sopra indicato, nel indirizzo <http://oami.europa.eu> della pagina Web della UAMI.

Núm./Nr./No/n°/n.	Fecha/Datum/Date/Date/Data
001349943	07/07/2003

Alicante, 29/11/2013



Guido Fael

Departamento de Apoyo a las Operaciones
Hauptabteilung Unterstützung des Kerngeschäfts
Operations Support Department
Département «Soutien aux opérations»
Dipartimento Supporto alle operazioni





OHIM - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

MARCAS,
DIBUJOS
Y MODELOS

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS
AND
DESIGNS

CERTIFICADO DE REGISTRO

Se expide el presente certificado de registro para la marca comunitaria que se identifica a continuación. Las menciones y las informaciones relativas a tal marca han sido inscritas en el Registro de marcas comunitarias.

CERTIFICATE OF REGISTRATION

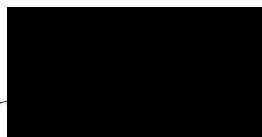
This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

N° 001349943

BBVA

Registrada/Registered, 07/07/2003

El Presidente/The President



Wubbo de Boer

OAMI
HABM
OHIM
OHMI
UAMI

Copia Certificada / Beglaubigte Abschrift / Certified Copy / Copie Certifiée / Copia Autenticata
Certificado de registro de marca comunitaria / Eintragungsurkunde der Gemeinschaftsmarke / Registration
certificate of community trade mark / Certificat d'enregistrement de marque communautaire / Certificato
registrazione di marchio comunitario

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

MARCAS,
DIBUJOS
Y MODELOS

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS
AND
DESIGNS

450 06/10/2003

210 001349943

220 19/10/1999

180 19/10/2009

442 25/04/2000

541

732

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
Plaza de San Nicolás, 4
E-48005 Bilbao (Vizcaya)
ES

740

PROPI, S.L.
Jorge Juan, 19, 3ª planta
E-28001 Madrid
ES

270 ES EN

511

ES - 35 - Servicios de publicidad y negocios, incluidos en la clase 35, servicios de ayuda a la explotación o dirección de negocios, los servicios de estudio y análisis económicos y de mercado; de realización de estudios empresariales y de organización de empresas; de peritajes de rendimiento; de registro, transcripción, composición, compilación la sistematización de comunicaciones escritas y de grabaciones; de planificación, control, dirección, inspección, vigilancia, información y peritaje de empresas y negocios; verificación de cuentas, de explotación o compilación de datos matemáticos o estadísticos; de importación y exportación.

ES - 36 - Servicios de seguros; servicios de negocios financieros; monetarios e inmobiliarios.

ES - 38 - Servicios de telecomunicaciones, servicios de comunicaciones por terminales de ordenador; servicios de comunicaciones por redes de fibras ópticas; servicios de comunicaciones a través de redes mundiales de informática.

DA - 35 - Annonce- og reklamevirksomhed og forretningsvirksomhed indeholdt i klasse 35, bistand til forretningsdrift eller forretningsledelse, økonomiske og markedsrelaterede undersøgelser og analyser; udtarbejdelse af virksomhedsundersøgelser og virksomhedsorganisation; vurderinger af afkast; registrering, udskrivning, redigering, kompilering, systematisering af skrevne meddelelser og oplagelser; planlægning, kontrol, ledelse, inspektion, overvågning, information og vurdering af virksomheder og forretninger; verificering af konti, udmøntelse eller kompilation af matematiske eller statistiske data; import og eksport.

DA - 36 - Tjenesteydelser vedrørende forsikringstegning; finansiell virksomhed; valutarisk virksomhed og ejendomsrådgivningsvirksomhed.

DA - 38 - Telekommunikation, kommunikation via computerterminale; kommunikation via lysledernet; kommunikation via globale edb-net.

DE - 35 - Werbung und Geschäfte, soweit sie in Klasse 35 enthalten sind, Unterstützung bei Betrieb und Führung von Unternehmen, Marktstudien und -analysen; Durchführung von Unternehmensstudien und Studien über Betriebsorganisation; Erstellung von Gutachten, Ertragsanalysen; Erfassung, Transkription, Zusammenstellung, Sammlung oder Systematisierung von schriftlichen Mitteilungen und Aufzeichnungen; Planung, Kontrolle, Leitung, Inspektion, Überwachung, Information von Unternehmen sowie Unternehmens- und Geschäftsgutachten; Rechnungsprüfung, Sammlung und Auswertung mathematischer und statistischer Daten; Import und Export.

DE - 36 - Versicherungsdienstleistungen; Finanzwesen; Geldgeschäfte und Immobiliengeschäfte.

DE - 38 - Telekommunikation, Kommunikation mittels Computerterminals; Kommunikation über fiberoptische Netze; Kommunikation über globale Datennetze.

EL - 35 - Υπηρεσίες διαφήμισης και επιχειρηματική δραστηριότητα που περιλαμβάνονται στην κλάση 35, υπηρεσίες αρωγής στην εκμετάλλευση ή τη διεύθυνση επιχειρήσεων, υπηρεσίες οικονομικών μελετών και ερευνών αγοράς, διεξαγωγή επιχειρηματικών μελετών και οργάνωσης επιχειρήσεων πραγματοποιημοσύνης επί θεμάτων

Nº 001349943

2/4

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR	MARCAS, DISEÑOS Y MODELOS
OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET	TRADE MARKS AND DESIGNS

αποδοτικότητα· υπηρεσίες καταγραφής, αντιγραφής, σύνθεσης, συλλογής ή συστηματοποίησης γραπτών ανακοινώσεων και εγγραφών· σχεδιασμού, ελέγχου, διεύθυνσης, εποπτείας, επίβλεψης, παροχής πληροφοριών και πραγματογνωμοσύνης σε θέματα που αφορούν επιχειρήσεις και επιχειρηματική δραστηριότητα· υπηρεσίες ελέγχου λογαριασμών, υπηρεσίες αξιοποίησης ή συλλογής μαθηματικών ή στατιστικών δεδομένων· εισαγωγών και εξαγωγών.

EL - 36 - Ασφαλιστικές υπηρεσίες· χρηματοπιστωτικές υποθέσεις· νομισματικές και κτηματομεσιτικές υποθέσεις.

EL - 38 - Υπηρεσίες τηλεπικοινωνιών, υπηρεσίες επικοινωνιών μέσω τερματικών ηλεκτρονικού υπολογιστή· υπηρεσίες τηλεπικοινωνιών μέσω δικτύων οπτικών ινών· υπηρεσίες επικοινωνιών μέσω παγκόσμιων ηλεκτρονικών δικτύων.

EN - 35 - Advertising services and businesses included in class 35, business administration and management assistance, services relating to economic studies, cost analysis and market research; business studies and business organisation studies; performance studies; services relating to the recording, transcribing, composing, compiling or systematisation of written and recorded communications; business planning, control, management, inspection, monitoring, information and surveying; auditing of accounts; managing or compiling mathematical or statistical data; import-export services.

EN - 36 - Insurance services; financial affairs; monetary affairs and real estate affairs.

EN - 38 - Telecommunications, communications by computer terminals; communications by fibre-optic networks; communications by worldwide computer networks.

FR - 35 - Services de publicité et d'affaires compris dans la classe 35, services d'aide à l'exploitation ou à la direction des affaires, services d'études et d'analyses économiques et de marché; de réalisation d'études de gestion et d'organisation d'entreprises; d'expertise de rendement; d'enregistrement, transcription, composition, compilation ou systématisation de communications écrites et d'enregistrements; de planification, contrôle, direction, inspection, surveillance, information et expertise d'entreprises et affaires; vérification de comptes,

d'exploitation ou compilation de données mathématiques ou statistiques; d'import-export.

FR - 36 - Services d'assurances; services d'affaires financières; monétaires et immobilières.

FR - 38 - Services de télécommunications, services de communication par terminaux d'ordinateur; services de communication via des réseaux de fibres optiques; services de communication via des réseaux mondiaux d'informatique.

IT - 35 - Pubblicità e attività comprese nella classe 35, assistenza nella gestione o direzione di attività, studi e analisi economiche e di mercato; realizzazione di studi aziendali e sull'organizzazione aziendale; perizie sui profitti; registrazione, trascrizione, composizione, compilazione, sistematizzazione di comunicazioni scritte e di registrazioni; pianificazione, controllo, direzione, ispezione, sorveglianza, informazione e stima di imprese e affari; revisione dei conti; gestione o compilazione di dati matematici o statistici; import-export.

IT - 36 - Servizi assicurativi; affari finanziari; affari monetari e immobiliari.

IT - 38 - Telecomunicazioni, comunicazioni tramite terminali di computer; comunicazioni tramite reti a fibre ottiche; comunicazioni tramite reti informatiche mondiali.

NL - 35 - Reclame en zaken voor zover begrepen in klasse 35, hulp bij de exploitatie of leiding van zaken, economisch onderzoek en analyse en marktonderzoek; uitvoering van bedrijfsonderzoek en organisatie van bedrijven; expertises inzake rendement; registratie, overschrijving, samenstelling, verzameling of systematisering van schriftelijke mededelingen en opnamen; planning, toezicht, leiding, inspectie, bewaking, informatie en expertise van bedrijven en zaken; verificatie van rekeningen, exploitatie of samenstelling van mathematische of statistische gegevens; import en export.

NL - 36 - Verzekeringsdiensten; financiële zaken; monetaire zaken en makelaardij.

NL - 38 - Telecommunicatie, communicatie via computerterminals; communicatie via optische vezelnetwerken; communicatie via wereldwijde computernetwerken.



OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

MARCAS,
DIBUJOS
Y MODELOS

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

TRADE MARKS
AND
DESIGNS

PT - 35 - Serviços de publicidade e negócios incluídos na classe 35, serviços de assistência na exploração ou direcção de negócios, serviços de estudo e análises económicas e de mercado; de realização de estudos empresariais e de organização de empresas; de peritagens de rendimento; de registo, transcrição, composição, compilação ou sistematização de comunicações escritas e de gravações; de planificação, controlo, direcção, inspecção, vigilância, informações e peritagem de empresas e negócios; verificação de contas, de exploração ou compilação de dados matemáticos ou estatísticos; de importações e exportações.

PT - 36 - Serviços de seguros; serviços de negócios financeiros; monetários e imobiliários.

PT - 38 - Serviços de telecomunicações, serviços de comunicações por terminais de computador; serviços de comunicações por redes de fibras ópticas; serviços de comunicações através de redes mundiais de informática.

FI - 35 - Luokkaan 35 sisältyvät mainontaan ja liiketoimintaan liittyvät palvelut, yrityksen hoitoon ja johtamiseen liittyvät tukipalvelut, talous- ja markkinatutkimus- ja -analyysipalvelut; yritystulkinusten laatiminen ja yritysjärjestelyt; kannattavuutta koskevat asiantuntijapalvelut; kirjallisten tiedotteiden ja tallenteiden rekisteröinti-, muuntamis-, laatu-, kokoon- tai järjestämispalvelut; yritysten ja likeyritysten suunnittelu, valvonta-, johtamis-, tarkastus-, seuranta-, tiedotus- ja asiantuntijapalvelut; tilien tarkastus, matemaattisten tai tilastollisten tietojen käyttö ja kokoaminen; tuonti- ja vientipalvelut.

FI - 36 - Vakuutuspalvelut; rahatalousasiat; raha-asiat, kiinteistöasiat.

FI - 38 - Tietoliikennepalvelut, viestintäpalvelut tietokonepäätteiden avulla; viestintäpalvelut valokuituverkkojen avulla; viestintäpalvelut maailmanlaajuisen tietoverkkojen avulla.

SV - 35 - Annons- och reklamverksamhet samt affärsverksamhet ingående i klass 35, assistanstjänster vid företagsverksamhet eller företagsledning, tjänster avseende ekonomiska studier och analyser samt marknadsstudier; genomförande av företagsstudier och företagsorganisering; expertstudier och studier av kapacitet; registrering, renskrivning, uppställning, sammanställning,

systematisering av skriftliga meddelanden och inspelningar; planering, kontroll, ledning, inspektion, övervakning, information och undersökningar av företag och affärsverksamhet; revision av företag, bearbetning eller sammanställning av matematiska eller statistiska data; import och export.

SV - 36 - Försäkringstjänster; finansiella tjänster; monetära tjänster och fastighetsmäklari.

SV - 38 - Telekommunikation, kommunikation via datorterminaler; kommunikationstjänster via nät med fiberoptik; kommunikationstjänster via globala informationsnät.

N° 001349943

4/4



OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR
(MARCAS, DIBUJOS Y MODELOS)
DEPARTAMENTO DE MARCAS Y DEL REGISTRO

L607

PROPI, S.L.
Jorge Juan, 19, 3ª planta
E-28001 Madrid
ESPAÑA

Fax: 915769968

Alicante, 02/11/2009

Renovación de marcas comunitarias

Notificación de inscripción en el Registro¹

Nuestra referencia	003751966
Número de registro	001349943
Su referencia	
MC*	BBVA
Número de identificación	79373
Nombre y dirección del/de los titular(es)	BANCO BILBAO VIZCAYA ARGENTARIA, S.A. Plaza de San Nicolás, 4 E-48005 Bilbao (Vizcaya) ESPAÑA
Fecha de presentación	19/10/1999

Nos complace informarle que la renovación del registro de marca comunitaria arriba indicado se registró el **01/11/2009**. La validez de renovación es de diez años y toma efecto a partir del día posterior a la expiración del registro.

Le informamos que la Oficina no emitirá ningún certificado de renovación. Esta notificación constituye la confirmación oficial de renovación. Para obtener mayor información sobre el procedimiento de renovación, como la próxima fecha de vencimiento, puede consultar CTM-Online, en la página <http://oami.europa.eu>.



T003751966 / 001349943

(1) Regla 84 apartado (3) párrafo (k) del REMC - Reglamento (CE) nº 2868/95 de la Comisión de 13 de diciembre de 1995 por el que se establecen normas de ejecución del Reglamento (CE) nº 40/94 del Consejo sobre la marca comunitaria.

* **MC** - Marca Comunitaria - **RM** - Reglamento sobre la marca comunitaria.

REMC - Reglamento de ejecución del Reglamento sobre la marca comunitaria.

Exhibit B

Registration Policy

.BBVA TLD REGISTRATION POLICY

BBVA intends to operate the .BBVA TLD as a .BRAND TLD in accordance with Specification 13 of the ICANN Registry Agreement.

1. ELIGIBILITY

Only BBVA and its Affiliates are eligible to register a Domain Name under the **.BBVA** 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 in accordance with Specification 13 of the ICANN Registry Agreement.

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) where such Domain Name is placed under reserved names list at any time; and
- (vi) 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 BBVA's response to Question 22 Geographic Names.

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 (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 .BBVA 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 BANCO BILBAO VIZCAYA ARGENTARIA, S.A. ("BBVA");*

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 (meeting the eligibility criteria set out in this Registration Policy) or who has requested or applied for the registration of a Domain Name.*