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:  
Position:  Gestión Global de Marcas y TLDs – Abogado  
Dated:  30/05/2014  
Email:  [redacted]
Exhibit A

Trademark Registration
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.


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.

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Alicante, 29/11/2013

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

Avenida de Europa, 4 • E-03008 Alicante • España. Tel. + 34-96-513.61.00 • Fax: + 34-96-513.13.44. Internet: http://oami.europa.eu
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 inscrites en el Registro de marcas comunitarias.

Nº 001349943

BBVA

Registrado/Registered, 07/01/2003

El Presidente/The President

[Signature]

Wolff de Boer

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.

[Signature]

Identification Code: 567057520703493328CAH2DA

COPY

CTM 001349943 Alicante, 29/11/2013
511 ES 35 - Servicios de publicidad y negocios, incluidos en la cláusula 35, sección de ayuda a la explotación o fomento de negocios, las secciones de estudio y análisis económico y de medición, de elaboración de estudios empresariales y de organización de empresas; secciones de documentación de registro, transmisión, copiadora, compilación, procesamiento y almacenamiento de comunicaciones escritas y de gráficos; de programación, control, dirección, inspección, vigilancia, información y control de empresas y negocios, verificación de cuentas, de exploración y control de datos matemáticos o estadísticos; de importación y exportación.

ES 36 - Servicios de seguros, servicios de seguros financieros; servicios de informáticos.

ES 38 - Servicios de telecomunicaciones, servicios de telecomunicaciones por terminales de valor; servicios de telecomunicaciones por redes de fibras ópticas; servicios de telecomunicaciones a través de redes inalámbricas de información.

N° 001349943
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, computing, compiling or systematisation of written and recorded communications; business planning, control, management, inspection, consulting, information and surveys; editing of reports, managing or compiling statistical or statistical data; import-export services.

EN - 36 - Bank services; financial affairs; money matters; credit services.

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

FR - 35 - Services de publicité et affaires publicitaires; services d'études et d'analyses économiques et de services de réalisation d'études de gestion et d'organisation d'entreprises; services de conseil, d'expansion, de négociation, de représentation, de réalisation, de conseil, de suivi, d'inspection, d'assistance et affaires, vérification de comptes, exploitation de données mathématiques ou statistiques, d'import-export.

FR - 36 - Services d'assurance, services d'affaires financières, mandataires et immobiliers.

FR - 38 - Services de télécommunications, services de communication par fibre optique; services de communication via des réseaux de fibres optiques; services de communication via des réseaux multiples d'information.

IT - 35 - Pubblicità e attività connesse nelle classi 35, attività di consultanza ed assistenza aziendale, studi e analisi economiche e di mercato, realizzazione di studi e organizzazione aziendale, consulenza, elaborazione, compilazione, sistematizzazione di comunicazioni scritte e di registrazione, pianificazione, controllo, direzione, ingegneria, consultanza, informazione e studio di impresa 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 telematiche; comunicazioni tramite computer; comunicazioni tramite fibre ottiche; comunicazioni tramite reti informatiche.

NL - 35 - Reclame en zaken die daartoe behoren; klantgenoegzaamheid en verkoop van zaken; economische en financiële diensten en consultancy; toezicht en reglementatie van beheer en exploitatie van bedrijven; expertise verhouding van zaken, registatie, overwagging, samenvatting, metingen of systematiek van schriftelijke aanklachten en omzien, planning, controle, inspectie, hulp, informatie en expertise van bedrijven en zaken, realisatie vanchemas, exploitatie en samenstelling van statistische gegevens, import-export.

NL - 36 - Verzekeringsdiensten, financiële zaken,IVO en rechtszaken.

NL - 38 - Telecommunicatie, communicatie via computernetwerken; communicatie via optische vezelnetwerken; communicatie via wereldwijde computernetwerken.
PT - 35 - Serviços de publicidade e negócios incluídos na classificação 35, serviços de existência ou exploração ou direito de negócios, serviços de estudo e consultoria econômicos e de mercado, de realização de estudos empresariais e de organizações de empresas; de prestação de consultoria, aconselhamento, conselheiro, conselheiros, conselhéria de consumidores, sociedade de garantia de PIP, contração, direção, inspeção, assistência, informações e assessoramento a empresas e negócios, retificação de contas, da exploração ou cumprimento de devedores na tutela ou unidades de importação e exportação.

PT - 36 - Serviços de segurança, serviços de segurança financeiros, notários e imobiliários.

PT - 38 - Serviços de telecomunicações, serviços de comunicações por terminais de computadores; serviços de comunicações por redes de fibras óticas; serviços de comunicações através de redes de anúncios de informação.

FI - 35 - Kuluttavat neuvontoesitykset ja tiedotustarvikkeet liittyvät palvelut, yleishkoiset konsultointi- ja järjestelypalvelut, tekniset ja markkinanlisä- ja analyysipalvelut, yhteysliitännöt konsultointi- ja yhteyksitiedottaja, säännötiedon tulemiseen ja teknisille liitännöille, sanatiedon, laitteistotiedon ja liitännöiden huoltatiedot, yleishkoiset, tekniset, säännötiedon ja asiakaspalvelut; liiketoimintatietojärjestelmä; teollisuus- ja liiketoiminnan tietotekniikka; liiketoiminnan, teknisten ja tietoteknisten liitännöiden käyttö ja vastuut; tekniset ja liitännöiset palvelut.

FI - 36 - Vakuutuspalvelut, rahoitustoimitukset, rahatunnustukset, kassakuntatavat.

FI - 38 - Tietoliikennesovellukset, viestinnäikeskustelut teknentiedon liitännöillä, viestinnäikeskustelut valokäyttöliikenteen liitännöillä; viestinnäikeskustelut teknentiedon liitännöillä ovalla.

SV - 35 - Annonser och reklamaffärer samt affärsservice anförda i klass 35, reklamfirmor vid intäktsåtgärder av finska, affärsservice och tietoliikennesovellukset, viestinnäikeskustelut, teknentiedon liitännöillä; teknentiedon liitännöillä ovalla.

SV - 36 - Fastighetsägare, fastighetsbyråer, finansiering, rådgivning och sammanställning av marknads- eller statistiska data; inspektion och reports.

SV - 38 - Telekommunikation, kommunikation via datanätverk; kommunikationsjärnkonvia tät och globalt informationssätt.
Renovación de marcas comunitarias

Notificación de inscripción en el Registro¹

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<tr>
<td>Nombre y dirección del/de los titular(es)</td>
<td>BANCO BILBAO VIZCAYA ARGENTARIA, S.A. Plaza de San Nicolás, 4 E-48005 Bilbao (Vizcaya) ESPAÑA</td>
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<tr>
<td>Fecha de presentación</td>
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Nos complazce 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.

¹ Regla 84 apartado (2) párrafo (b) 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 2099 del Consejo sobre la marca comunitaria.

**MC** - Marca Comunitaria; **RMC** - Reglamento sobre la marca comunitaria; **REMC** - Reglamento de ejecución del Reglamento sobre la marca comunitaria.
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.