

## **.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

NMS SERVICES, INC. (“Registry Operator”), in connection with the execution of the Registry Agreement for the .BOFA TLD (the “Registry Agreement”), hereby applies for .BOFA 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, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- NMS Services, Inc.’s TLD (.BOFA) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The BOFA trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The BOFA trademark is owned and used by the Registry Operator and/or its Affiliates in the ordinary course of Registry Operator’s and/or its Affiliates’ business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The BOFA trademark was issued to Registry Operator and/or its Affiliates prior to the filing of its TLD registry application with ICANN.
- The BOFA trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator and/or its Affiliates in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The BOFA trademark does not begin with a period or a dot.
- The BOFA trademark is used by Registry Operator and/or its Affiliates 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 and/or 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 BOFA trademark is registered within the TMCH as validated in the SMD file ID for the TLD (**See Exhibit C**).
- 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are all complete and accurate copies for the TLD to 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.

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: Secretary, NMS Services, Inc.  
Dated: August 21, 2014  
Email: [REDACTED]

United States of America  
United States Patent and Trademark Office

BOFA

**Reg. No. 4,210,429**

**Registered Sep. 18, 2012**

**Int. Cls.: 36 and 42**

**SERVICE MARK**

**PRINCIPAL REGISTER**

BANK OF AMERICA CORPORATION (DELAWARE CORPORATION)  
100 NORTH TRYON STREET  
CHARLOTTE, NC 28255

FOR: FINANCIAL AFFAIRS AND MONETARY AFFAIRS, NAMELY, FINANCIAL INFORMATION, MANAGEMENT AND ANALYSIS SERVICES; BANKING SERVICES; FINANCIAL SERVICES, NAMELY, WEALTH MANAGEMENT SERVICES, MANAGEMENT AND BROKERAGE IN THE FIELDS OF STOCKS, BONDS, OPTIONS, COMMODITIES, FUTURES AND OTHER SECURITIES, AND THE INVESTMENT OF FUNDS OF OTHERS; FINANCIAL ANALYSIS; FINANCIAL MANAGEMENT AND CONSULTING; CAPITAL INVESTMENT SERVICES; PROVIDING FINANCIAL INFORMATION; FINANCIAL SERVICES IN THE NATURE OF INVESTMENT SERVICES; CREDIT AND DEBIT CARD SERVICES; FINANCIAL RESEARCH; AND PROVISION OF THESE SERVICES THROUGH AN ONLINE GLOBAL COMPUTER NETWORK; INVESTMENT AND FINANCIAL BANKING RESEARCH AND ANALYSIS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 3-21-2008; IN COMMERCE 3-21-2008.

FOR: PROVISION OF NON-DOWNLOADABLE ONLINE COMPUTER SOFTWARE FOR ACCESSING FINANCIAL INFORMATION AND SERVICES THROUGH AN ONLINE GLOBAL COMPUTER NETWORK, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 3-21-2008; IN COMMERCE 3-21-2008.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY CLAIMED UNDER SEC. 44(D) ON ICELAND APPLICATION NO. 1911/2009, FILED 7-16-2009.

OWNER OF U.S. REG. NO. 847,761.

SN 77-910,930, FILED 1-13-2010.

JULIE WATSON, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**Exhibit B**  
**TLD Registration Policies**

**.BOFA TLD REGISTRATION POLICY**

**1. ELIGIBILITY**

Only NMS Services, Inc. and its Affiliates (and qualifying 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 **.BOFA** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license 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;
  - 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 licensing 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 otherwise complies with the requirements of Specification 13; 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 licenses to allow for publication of registration data in the WHOIS database.
- (vii)

#### **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 NMS Services Inc.'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 license 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 .BOFA 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 NMS Services, Inc. ("BOFA")*

**Registry Agreement** *means the agreement between the Registry and ICANN;*

**Registry Rules** *mean:*

- (i) *this Registration Policy as amended by the Registry from time to time; 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.*