

.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

Booking.com, B.V. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .BOOKING TLD (the "Registry Agreement"), hereby applies for .BOOKING 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 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:	Legal Counsel
Dated:	August 29, 2014
Email:	[REDACTED]

Exhibit A

Trademark Registration

[to be attached by Registry Operator]



30 - 1 / 1 - 00000 - 1



CHIEVER B V

1083 HN AMSTERDAM
PAYS BAS

Date de la déclaration de renouvellement : 18 NOVEMBRE 2013

Déclarant : Booking.com B.V., société de droit néerlandais, Herengracht 597, 1017 CE AMSTERDAM, Pays-Bas

Mandataire ou destinataire de la correspondance :
Chiever B.V., 201, 1083 HN AMSTERDAM, Pays-Bas.

Enregistrement concerné

N° national ou N° d'enregistrement : 04 3 276 225

Marque française

Signe concerné : BOOKING

Date du dépôt : 17 FÉVRIER 2004

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 05/20

Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 9, 35, 38, 42.



Marque de fabrique, de commerce ou de service

CERTIFICAT DE RENOUVELLEMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que l'enregistrement de la marque dont les références sont reproduites au verso a fait l'objet d'un renouvellement.

La nouvelle période de dix ans court à compter de l'expiration de la précédente ou, en cas de dépôt associé, à compter de la déclaration de renouvellement.

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle n° 14/03 Vol. II du 17 janvier 2014

Fait à Courbevoie, le 17 janvier 2014

Le Directeur général de l'Institut
national de la propriété industrielle

A handwritten signature in black ink, appearing to read 'Yves LAPIERRE', is written over a horizontal line.

Yves LAPIERRE

BOOKING

Marque : BOOKING

Classification de Nice : 9 ; 35 ; 38 ; 42

Produits et services

- Logiciels, ordinateurs. Publicité, gestion des affaires commerciales, administration commerciale, gestion de fichiers informatiques, étude de marché, promotion des ventes pour des tiers. Télécommunications, communication par terminaux d'ordinateurs, information en matière de télécommunication. Programmation pour ordinateurs.

Déposant : Booking.com B.V., société de droit néerlandais, Herengracht 597, 1017, CE AMSTERDAM, NL

Mandataire : Chiever B.V., [REDACTED] 201, 1083, HN AMSTERDAM, NL

Numéro : 3276225

Statut : Marque renouvelée

Date de dépôt / Enregistrement : 2004-02-17

Lieu de dépôt : I.N.P.I. PARIS

Inscription

- Rejet partiel no 411531 du 2005-04-27 (BOPI 2005-21)
- Transmission totale de propriété no 554106 du 2011-07-20 (BOPI 2011-34) Bénéficiaire: BOOKING.COM.BV

Historique

- Publication 2004-04-02 (BOPI 2004-14)
- Enregistrement avec modification (BOPI 2005-20)
- Renouvellement sans limitation Dossier no 2544596 du 2013-11-18 2014-01-17 (BOPI 2014-03)

[➤ Signalez une erreur sur cette notice](#)

commerciale et technique de fichiers informatiques. Agence de presse et d'information ; télécommunications ; communications télématiques, notamment sur des réseaux Internet, intranets et extranets, communication par terminaux d'ordinateurs ; stockage électronique d'informations, de données, de sons et d'images ; transmission électronique, analogique et numérique par réseaux de communication à distance et notamment par Internet, d'informations, de sons, de textes, d'images, de signaux, de données ; messagerie électronique ; services de messagerie électronique par voie télématique et de messagerie en ligne ; téléchargement de données et d'informations en matière de télécommunications ; fourniture d'accès à un réseau de communication à distance ; fourniture de connexions à un réseau informatique. Education ; formation aux outils informatiques notamment aux programmes d'ordinateurs ; formation à la conception, l'exploitation et la maintenance des blogs et des sites intranets, intranets et extranets, de bases de données, de supports multimédias et de réseaux de communication à distance ; organisation et conduite de colloques, de conférences de stages, de réunions promotionnelles ou d'information. Elaboration et conception de logiciels, progiciels, de blogs et de sites intranets notamment de sites de commerce électronique, d'intranets et d'extranets ; maintenance de sites intranets, intranets et extranets ; services de dessin et de conception assistés par ordinateurs ; programmation pour ordinateurs ; recherche scientifique et industrielle ; travaux d'ingénieurs ; location de temps d'accès à un centre serveur de base de données ; référencement de sites et d'adresses sur un réseau de télécommunication ; fourniture d'accès à des forums de discussion ; fourniture d'accès à des moteurs de recherche ; fourniture d'accès à des sites en ligne, à des blogs ; service de commande en ligne ; télécommunication, à savoir, émission et réception de données et d'informations traitées par ordinateurs ; transmission d'informations par catalogues électroniques sur le réseau Internet ; Ingénierie et services en matière de conception, de réalisation, de mise en oeuvre et de maintenance d'applications dans le domaine des technologies de l'information, édition d'algorithmes et de base de données ; concession de licences pour algorithmes et bases de données ; location d'appareils pour le traitement de données, d'informations, de son et d'image ; hébergement de supports multimédia, notamment de sites internet.

Classes de produits ou services : 9, 35, 38, 41, 42.

N° National : 04 3 276 223

Dépôt du : 17 FEVRIER 2004

à : I.N.P.I. PARIS

BOOKINGS S.A.S., société par actions simplifiée, siège social : 112 avenue Kléber, 75116 PARIS, **N° SIREN :** 449 620 848.

Mandataire ou destinataire de la correspondance :
Amyot Juridique & Fiscal -Avocats, 7 Rue de Madrid, 75008 PARIS.

BOOKINGS

Produits ou services désignés : Logiciels, ordinateurs. Publicité, gestion des affaires commerciales, administration commerciale, gestion de fichiers informatiques, étude de marché, promotion des ventes pour des tiers. Télécommunications, communication par terminaux d'ordinateurs, information en matière de télécommunication. Programmation pour ordinateurs, réservations d'hôtels, réservations de logements temporaires.

Classes de produits ou services : 9, 35, 38, 42.

Classes de produits ou services provisoirement attribuées par l'INPI : 9, 35, 38, 42, 43.

N° National : 04 3 276 224

Dépôt du : 17 FEVRIER 2004

à : I.N.P.I. PARIS

BOOKINGS S.A.S., société par actions simplifiée, siège social : 112 avenue Kléber, 75116 PARIS, **N° SIREN :** 449 620 848.

Mandataire ou destinataire de la correspondance :
Amyot Juridique & Fiscal, Avocats, 7 Rue de Madrid, 75008 PARIS.

HOTEL BOOKING

Produits ou services désignés : Logiciels, ordinateurs. Publicité, gestion des affaires commerciales, administration commerciale, gestion de fichiers informatiques, étude de marché, promotion des ventes pour des tiers. Télécommunications, communication par terminaux d'ordinateurs, information en matière de télécommunication. Programmation pour ordinateurs, réservations d'hôtels, réservations de logements temporaires.

Classes de produits ou services : 9, 35, 38, 42.

Classes de produits ou services provisoirement attribuées par l'INPI : 9, 35, 38, 42, 43.

N° National : 04 3 276 225

Dépôt du : 17 FEVRIER 2004

à : I.N.P.I. PARIS

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Classes de produits ou services : 9, 35, 38, 42.

Classes de produits ou services provisoirement attribuées par l'INPI : 9, 35, 38, 42, 43.

N° National : 04 3 276 226

Dépôt du : 17 FEVRIER 2004

à : I.N.P.I. PARIS

Monsieur Jean SECHET, agissant au nom et pour le compte de la Société GROUPE EUROLABO, en cours de formation, Société à Responsabilité Limitée au capital variable, siège social : Les Espaces des Vergers, 25-27 rue des Tilleuls, 78960 VOISINS-LE-BRETONNEUX.

Mandataire ou destinataire de la correspondance :
JURIS AUDIT, Société d'avocats, 5 rue Anatole de la Forge, 75017 PARIS.

GROUPE EUROLABO

N° National : 04 3 276 224**Dépôt du :** 17 FEVRIER 2004**à :** I.N.P.I. PARIS

BOOKINGS SAS, société par actions simplifiée, siège social : 112 avenue Kléber, 75116 PARIS, **N° SIREN** : 449 620 848.

Mandataire ou destinataire de la correspondance :
AMYOT JURIDIQUE ET FISCAL, AVOCATS, 3 RUE LEON JOST, 75017 PARIS.

HOTEL BOOKING

Produits ou services désignés : Logiciels, ordinateurs. Publicité, gestion des affaires commerciales, administration commerciale, gestion de fichiers informatiques, étude de marché, promotion des ventes pour des tiers. Télécommunications, communication par terminaux d'ordinateurs, information en matière de télécommunication. Programmation pour ordinateurs.

Classes de produits ou services : 9, 35, 38, 42.

BOPI de publication antérieure : 04/14 NL

N° National : 04 3 276 225**Dépôt du :** 17 FEVRIER 2004**à :** I.N.P.I. PARIS

BOOKINGS, SAS, société par actions simplifiée, siège social : 112 avenue Kléber, 75116 PARIS, **N° SIREN** : 449 620 848.

Mandataire ou destinataire de la correspondance :
AMYOT JURIDIQUE ET FISCAL, AVOCATS, 3 RUE LEON JOST, 75017 PARIS.

BOOKING

Produits ou services désignés : Logiciels, ordinateurs. Publicité, gestion des affaires commerciales, administration commerciale, gestion de fichiers informatiques, étude de marché, promotion des ventes pour des tiers. Télécommunications, communication par terminaux d'ordinateurs, information en matière de télécommunication. Programmation pour ordinateurs.

Classes de produits ou services : 9, 35, 38, 42.

BOPI de publication antérieure : 04/14 NL

N° National : 04 3 279 616**Dépôt du :** 8 MARS 2004**à :** I.N.P.I. PARIS

PRADAL INGRID, DOMAINE DE LA SOUTEYRANNE, 07700 BOURG ST ANDEOL.

Mandataire ou destinataire de la correspondance :
PRADAL INGRID, DOMAINE DE LA SOUTEYRANNE, 07700 BOURG ST ANDEOL.



Marque déposée en couleurs.

Produits ou services désignés : Huiles et graisses comestibles. Fruits et légumes conservés. Savons – huiles essentielles. Tous ces produits étant de fabrication artisanale.

Classes de produits ou services : 3, 29.

BOPI de publication antérieure : 04/17 NL

N° National : 04 3 280 699**Dépôt du :** 18 MARS 2004**à :** I.N.P.I. PARIS

Richard JOFFO, 6 rue du Delta, 75009 PARIS.

Mandataire ou destinataire de la correspondance :
Richard Joffo, 6, rue du Delta, 75009 PARIS.

Pilote TV

Produits ou services désignés : Caméras et appareils pour l'enregistrement, la transmission, la reproduction de l'image et du son. Supports d'enregistrements de musiques de son et ou d'images tels que disques, disques compacts, cassettes vidéo et audio, DVD. (Digital vidéo disque). Publicité, régie publicitaire, conseil en organisation et direction des affaires. Bureaux de placement. Location de temps ou d'emplacement publicitaire sur tout moyen de communication, publicité en ligne, distribution de prospectus, gestion de fichiers informatique, organisation d'expositions à buts publicitaires ou commerciaux. Diffusion d'émissions de radio et de télévision. Services de télécommunication, de communications téléphoniques. Fourniture d'accès à un réseau informatique mondial. Agence de presse et d'informations. Service de messagerie électronique. Communications par terminaux d'ordinateurs et par réseau de fibres optiques. Organisation de concours, spectacles, expositions, colloques, congrès. Formations. Publication de magazine en ligne. Productions de films. et d'émissions de radio et de télévision. Publication de livres et de périodiques. Edition électronique. Service de jeux proposés en ligne (à partir d'un réseau informatique).

Classes de produits ou services : 9, 35, 38, 41.

BOPI de publication antérieure : 04/17 NL

N° National ou N° d'enregistrement de la marque	N° d'inscription	N° National ou N° d'enregistrement de la marque	N° d'inscription	N° National ou N° d'enregistrement de la marque	N° d'inscription
04 3 326 913	411 453	03 3 259 840	411 526	04 3 326 347	411 555
04 3 329 177	411 396	03 3 260 208	411 543	04 3 327 426	411 556
04 3 329 214	411 461	03 3 260 379	411 544	04 3 329 973	411 557
04 3 329 584	411 458	04 3 266 350	411 527	04 3 332 346	411 558
04 3 329 586	411 459	04 3 269 733	411 528	04 3 332 433	411 559
04 3 329 587	411 460	04 3 276 223	411 529	Recours formé devant la cour d'appel (RA)	
04 3 332 563	411 462	04 3 276 224	411 530	04 3 283 057	411 432
04 3 333 638	411 400	04 3 276 225	411 531	04 3 283 819	411 368
Renonciation totale (RT)		04 3 281 057	411 545	Décision du directeur général rapportant totalement l'enregistrement (DT)	
02 3 175 534	411 426	04 3 281 074	411 546	04 3 298 848	411 515
04 3 280 410	411 313	04 3 283 358	411 547	Autre acte affectant l'existence ou la validité d'un titre de propriété industrielle (AV)	
04 3 309 676	411 316	04 3 283 682	411 532	02 3 158 235	411 514
Rejet total (RX)		04 3 284 750	411 533	Changement d'adresse (CA)	
01 3 125 514	411 502	04 3 286 398	411 548	1 361 039	411 317
04 3 268 943	411 471	04 3 286 406	411 549	1 436 563	411 584
04 3 282 231	411 516	04 3 287 161	411 534	1 489 903	411 419
04 3 285 511	411 472	04 3 289 493	411 475	1 542 410	411 292
04 3 291 428	411 517	04 3 292 734	411 493	1 563 821	411 357
04 3 292 734	411 496	04 3 292 734	411 494	1 726 819	411 419
04 3 294 846	411 483	04 3 292 965	411 478	1 746 001	411 590
04 3 294 848	411 484	04 3 295 137	411 501	94 521 644	411 572
04 3 294 863	411 518	04 3 295 252	411 510	94 545 365	411 421
04 3 296 670	411 519	04 3 296 272	411 535	94 546 066	411 367
04 3 296 804	411 497	04 3 296 576	411 491	94 551 391	411 586
04 3 299 675	411 499	04 3 298 908	411 508	95 562 181	411 576
04 3 299 676	411 498	04 3 299 949	411 500	95 562 182	411 576
04 3 300 715	411 473	04 3 300 831	411 536	95 568 168	411 299
04 3 300 716	411 474	04 3 300 875	411 477	95 568 171	411 299
04 3 301 406	411 486	04 3 300 875	411 476	95 571 312	411 293
04 3 302 409	411 503	04 3 301 003	411 513	95 574 866	411 325
04 3 302 846	411 504	04 3 301 769	411 505	95 602 046	411 289
04 3 303 180	411 520	04 3 301 780	411 537	96 623 050	411 300
04 3 303 181	411 521	04 3 302 189	411 488	97 662 350	411 595
04 3 303 808	411 522	04 3 302 189	411 489	97 662 350	411 596
04 3 304 366	411 487	04 3 302 189	411 490	98 748 945	411 327
04 3 304 694	411 485	04 3 302 740	411 506	98 765 441	411 418
04 3 305 383	411 495	04 3 302 842	411 511	98 765 442	411 418
04 3 308 189	411 482	04 3 302 935	411 507	99 774 230	411 570
Rejet partiel (RY)		04 3 303 042	411 481	99 809 038	411 570
00 3 046 541	411 524	04 3 303 239	411 480	99 822 792	411 570
00 3 046 541	411 523	04 3 303 239	411 479	00 3 008 905	411 600
02 3 173 629	411 525	04 3 303 333	411 512	00 3 027 331	411 567
03 3 238 254	411 540	04 3 307 724	411 538	00 3 045 494	411 600
03 3 240 288	411 541	04 3 308 690	411 539		
03 3 240 298	411 542	04 3 310 345	411 550		
03 3 241 708	411 509	04 3 323 938	411 551		
		04 3 323 941	411 552		
		04 3 323 942	411 553		
		04 3 324 616	411 554		

N° National ou N° d'enregistrement de la marque	N° d'inscription	N° National ou N° d'enregistrement de la marque	N° d'inscription	N° National ou N° d'enregistrement de la marque	N° d'inscription
98 716 178	554 819	02 3 156 818	554 160	04 3 315 382	554 797
98 719 527	554 207	02 3 177 956	554 797	04 3 321 868	554 797
98 722 575	554 530	02 3 177 959	554 797	04 3 321 869	554 797
98 739 485	554 146	02 3 177 962	554 797	04 3 321 871	554 797
99 770 222	554 530	02 3 177 964	554 797	04 3 321 873	554 797
99 775 836	554 534	02 3 181 469	554 134	04 3 321 875	554 797
99 775 836	554 533	02 3 189 597	554 207	04 3 321 877	554 797
99 775 837	554 534	02 3 191 904	554 797	04 3 322 338	554 512
99 775 837	554 533	02 3 191 905	554 797	04 3 323 243	554 797
99 785 062	554 230	02 3 191 906	554 797	05 3 334 750	554 797
99 799 804	554 523	02 3 196 094	554 797	05 3 335 732	554 797
99 823 475	554 207	02 3 196 096	554 797	05 3 338 122	554 797
00 3 030 524	554 797	02 3 196 097	554 797	05 3 343 233	554 142
00 3 035 482	554 797	02 3 196 098	554 797	05 3 345 469	554 797
00 3 038 462	554 797	02 3 196 099	554 797	05 3 346 428	554 534
00 3 051 201	554 797	02 3 196 101	554 797	05 3 346 428	554 533
00 3 056 822	554 797	03 3 209 772	554 512	05 3 351 158	554 797
00 3 065 703	554 797	03 3 215 689	554 230	05 3 358 069	554 512
00 3 068 742	554 797	03 3 215 693	554 230	05 3 363 562	554 797
00 3 069 719	554 797	03 3 232 010	554 233	05 3 371 140	554 807
00 3 072 601	554 797	03 3 233 166	554 797	05 3 372 359	554 512
01 3 077 998	554 797	03 3 233 995	554 190	05 3 375 220	554 125
01 3 079 051	554 242	03 3 245 250	554 230	05 3 376 184	554 142
01 3 081 143	554 521	03 3 245 252	554 230	05 3 380 692	554 512
01 3 081 187	554 797	03 3 258 406	554 807	05 3 380 695	554 512
01 3 081 328	554 243	03 3 258 408	554 807	05 3 384 482	554 216
01 3 097 880	554 797	04 3 268 829	554 797	05 3 384 483	554 216
01 3 097 881	554 797	04 3 268 831	554 797	05 3 385 268	554 207
01 3 108 963	554 523	04 3 268 833	554 797	05 3 393 979	554 797
01 3 109 561	554 523	04 3 268 834	554 797	05 3 393 984	554 797
01 3 109 779	554 132	04 3 269 085	554 797	05 3 393 985	554 797
01 3 109 782	554 131	04 3 269 087	554 797	05 3 395 047	554 797
01 3 110 432	554 122	04 3 269 090	554 797	05 3 397 440	554 146
01 3 112 277	554 230	04 3 269 091	554 797	06 3 403 538	554 797
01 3 112 710	554 138	04 3 269 094	554 797	06 3 414 508	554 146
01 3 113 831	554 813	04 3 276 223	554 106	06 3 420 272	554 216
01 3 114 352	554 108	04 3 276 224	554 106	06 3 421 057	554 797
01 3 115 607	554 114	04 3 276 225	554 106	06 3 422 184	554 150
01 3 119 208	554 108	04 3 283 725	554 512	06 3 422 354	554 797
01 3 119 210	554 108	04 3 283 727	554 512	06 3 422 359	554 797
01 3 119 213	554 108	04 3 290 619	554 107	06 3 422 726	554 797
01 3 124 349	554 277	04 3 290 650	554 797	06 3 423 733	554 216
01 3 126 883	554 146	04 3 290 655	554 797	06 3 423 736	554 216
01 3 137 702	554 207	04 3 291 030	554 230	06 3 424 672	554 797
02 3 145 128	554 797	04 3 299 844	554 797	06 3 425 453	554 797
02 3 145 130	554 797	04 3 307 422	554 135	06 3 426 530	554 216
02 3 145 132	554 797	04 3 308 699	554 125	06 3 428 737	554 238
02 3 145 520	554 797	04 3 312 692	554 230	06 3 430 676	554 797
02 3 152 923	554 102	04 3 314 838	554 797	06 3 430 678	554 797

Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 3, 5.

Date de la déclaration de renouvellement : 18 NOVEMBRE 2013

Déclarant : Booking.com B.V., société de droit néerlandais, Herengracht 597, 1017 CE AMSTERDAM, Pays-Bas

Mandataire ou destinataire de la correspondance : Chiever B.V., Barbara Strozilaan 201, 1083 HN AMSTERDAM, Pays-Bas.

Enregistrement concerné

N° national ou N° d'enregistrement : 04 3 276 225

Marque française

Signe concerné : BOOKING

Date du dépôt : 17 FÉVRIER 2004

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 05/20

Enregistrement concerné

N° national ou N° d'enregistrement : 04 3 276 223

Marque française

Signe concerné : BOOKINGS

Date du dépôt : 17 FÉVRIER 2004

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Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 9, 35, 38, 42.

Date de la déclaration de renouvellement : 25 NOVEMBRE 2013

Déclarant : FRANCE KEBAB, SAS, 123 Rue Guillaume Fouace, 50000 SAINT-LO
N° SIREN : 429 139 579

N° d'inscription de l'acte de transmission de propriété au Registre National des Marques : 441 175

Mandataire ou destinataire de la correspondance : Cabinet LE GUEN MAILLET, Monsieur Denis LE GUEN, 5 Place Newquay, BP 70250, 35802 DINARD CEDEX.

Portée du renouvellement

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Classes de produits et de services : 9, 35, 38, 42.

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Mandataire ou destinataire de la correspondance : Chiever B.V., Barbara Strozilaan 201, 1083 HN AMSTERDAM, Pays-Bas.

Enregistrement concerné

N° national ou N° d'enregistrement : 04 3 276 382

Marque française

Signe concerné : L'INCONTOURNABLE KEBAB (semi-figurative)

Date du dépôt : 23 FÉVRIER 2004

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 04/31

Enregistrement concerné

N° national ou N° d'enregistrement : 04 3 276 224

Marque française

Signe concerné : HOTEL BOOKING

Date du dépôt : 17 FÉVRIER 2004

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 05/20

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Déclarant : LABORATOIRES CEETAL S.A., Société Anonyme, 1 rue des Touristes, 42000 SAINT ETIENNE
N° SIREN : 724 500 657

Mandataire ou destinataire de la correspondance : Cabinet GERMAIN & MAUREAU, 12, rue de la République, 42000 SAINT ETIENNE

Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 9, 35, 38, 42.

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Déclarant : Booking.com B.V., société de droit néerlandais, Herengracht 597, 1017 CE AMSTERDAM, Pays-Bas

Mandataire ou destinataire de la correspondance : Chiever B.V., Barbara Strozilaan 201, 1083 HN AMSTERDAM, Pays-Bas.

Exhibit B

TLD Registration Policies

.BOOKING DOMAIN NAME REGISTRATION POLICIES

TABLE OF CONTENTS

CHAPTER 1.	Definitions, scope of application and eligibility	3
Article 1.	Definitions	3
Article 2.	Scope of application	6
Article 3.	Eligibility	7
CHAPTER 2.	The .BOOKING Launch Process	8
Article 4.	Purpose and principles.....	8
Article 5.	The .BOOKING Pre-Launch Phase	8
Article 6.	Sunrise Phase	9
Article 7.	Trademark Claims Period	10
Article 8.	Processing of Applications; Exchange of Information.....	10
CHAPTER 3.	Domain Name Allocation	11
Article 9.	Domain Name Allocation for Registry Reserved Names.....	11
Article 10.	Domain Name Allocation during the Sunrise Processes	11
Article 11.	Domain Name Allocation during General Availability	11
CHAPTER 4.	Dispute Resolution Policies	12
Article 12.	Disputes relating to registered Domain Names.....	12
Article 13.	Eligibility Reconsideration Proceedings	12
CHAPTER 5.	General Provisions	13
Article 14.	Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names	13
Article 15.	Term of Registration	13
Article 16.	Amendments.....	14
Article 17.	Liability	14
Article 18.	Representations and Warranties	14
Article 19.	Payment of Applicable Fees Due	16
Article 20.	Notices	16
Article 21.	Assignment.....	17
Article 22.	Severability.....	17
Article 23.	Waiver	17
Article 24.	Compliance with Law	17
Article 25.	Language	17
Article 26.	Applicable Law; Jurisdiction	17
CHAPTER 6.	Annexes.....	18

CHAPTER 1. Definitions, scope of application and eligibility

Article 1. Definitions

Throughout these Policies, the following capitalized terms have the following meaning:

Accredited Registrar	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
Applicant	means a physical person, company or organization in whose name an Application is submitted the Registry;
Applicant Guidebook	means the rules and requirements established by ICANN for applying for a new gTLD, as, made available by ICANN under http://newgtlds.icann.org/applicants , and in force at the time of execution of the Registry Operator Agreement;
Application	means a complete, technically correct request for a Domain Name Registration made with the Registry through an Accredited Registrar, which complies with all the respective requirements provided for in the Policies, and in particular the specific provisions that apply during such respective Phase of the .BOOKING launch process within which such request is made;
Claim	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Phase, to recognize its rights within the context of these Policies, including any Documentary Evidence submitted to the Registry and/or Trademark Clearinghouse Operator in this respect;
Contacts	means the administrative, technical and billing contacts associated to a Domain Name Registration;
Disputes Point of Contact	means a person designated by the Registry to field inquiries and hear disputes between a third party and a Registrant under this Agreement
Documentary Evidence	means the documentation to be provided by (or on behalf of) the Applicant and/or the Registrant to the Trademark Clearinghouse Operator and/or the Registry, in accordance with these Policies;
Domain Name	means a name at the second level within the .BOOKING TLD;
Domain Name Registration	means a Domain Name about which the Registry maintains data in the Shared Registry System for the .BOOKING TLD;

Domain Name Specifications	has the meaning ascribed thereto in Article 14.3 hereof;
Eligibility Requirements	means the requirements set out in Annex 2 below;
Eligible Trademark	means a registered trademark that meets the requirements set out in the most recent version of the Applicant Guidebook and Trademark Clearinghouse Guidelines - and inclusive of trademarks taken up in Annex 1;
General Availability	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (www.icann.org);
Launch	means the moment when the Registry opens General Availability to all eligible registrants domain registrations in General Availability
Name Collision Occurrence Management and Reporting	Means that the Registry will follow all steps defined in Specification 6 to the Registry Operator Agreement and shall not activate any domain names in the DNS zone for the Registry TLD except in compliance with a Name Collision Occurrence Assessment provided by ICANN regarding the Registry TLD.
Phase	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
Policies	means these .BOOKING Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
Pre-Launch Phase	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names;
Registrant	means the person or entity in whose name a Domain Name is registered;

Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
Registry	Means Booking.com B.V. with registered offices in Amsterdam, the Netherlands
Registry Operator Agreement	means the agreement entered into by and between the Registry and ICANN
Registry-Registrar Agreement	means the template agreement made available by the Registry
Registry Reserved Name	means a Domain Name mentioned on the list contained in Annex 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry's discretion;
Registry Web Site	means the various pages and websites available under http://www.nic.BOOKING ;
Shared Registry System	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants;
Sunrise Phase	means (one of) the distinct timeframe(s) during which Applicants will be able to pre-register (<i>i.e.</i> , reserve for registration) the Domain Names for which they hold a validated trademark, as indicated by the Trademark Clearinghouse and/or the Registry;
Sunrise Process	means the process described in Article 6 hereof;
Term	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
TLD	means Top Level Domain;
Trademark Claims Period	means the timeframe during which Trademark Claims Services for .BOOKING are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse, whereby i) notice is given to Applicants of the scope of the rights of trademark holders who registered their rights in the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to

	promptly notify the trademark holders(s) of the registration after it is effectuated;
Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the most recent version of the Applicant Guidebook and/or the Guidelines, Rights Protection Mechanism Requirements and Policies;
Trademark Clearinghouse Operator	means the organization operating the Trademark Clearinghouse, as appointed by ICANN;
UDRP	means the Uniform Dispute Resolution Policy, as adopted by ICANN and as described in http://www.icann.org/dndr/udrp/policy.htm ;
URS	means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in http://newgtlds.icann.org/en/applicants/urs .

Article 2. Scope of application

2.1. This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with Article 2.6, second sentence of the Registry Operator Agreement;
2. how such Applications can be submitted to the Registry during the different Phases devised by the Registry, as well as how the Registry will deal with Domain Name Registration requests, if the Registry would allow at a certain point in time and at its sole discretion one or more affiliate third parties to register one or more Domain Names, by liberalizing the initial Eligibility Requirements (*i.e.* the Launch of the .BOOKING TLD);
3. the way in which such Applications will be processed and, insofar these Applications are submitted during the Sunrise Period, and validated by the Trademark Clearinghouse Operator;
4. the rules under which Applications or subsequent Domain Name Registrations may be challenged; and
5. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically sound administration of the .BOOKING launch and the preservation of the integrity of the Registry's trademarks, setting out the basic rules and procedures applicable to:
 - Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;

- the Registry;
- the Accredited Registrars;
- any party in whose name a Reconsideration Request is submitted;
- any person or entity interested in obtaining a Domain Name.

2.2. In order to ensure a proper, fair, technically sound administration of the Launch of the .BOOKING TLD, the Registry has put in place the processes and procedures described in this Policy, which will apply to Applications and/or Domain Name Registrations effectuated within specific timeframes set by the Registry.

2.3. The Registry may change these Policies, including the conditions and requirements contained herein at its sole discretion, which changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless provided otherwise in writing.

Article 3. Eligibility

3.1. In order to be eligible to submit an Application or maintain a Registration in the .BOOKING TLD, the Applicant or Registrant must meet any and all of the criteria set out in the Eligibility Requirements as set out in Appendix 2 below. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification. These new criteria entering into force following publication on the Registry Web Site unless stated otherwise in the Eligibility Requirements.

3.2. If and when the Registry will allow third parties other than the Registry to register Domain Names, it will develop and publish further practical details on such launch, if it deems fit.

3.3. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that the Applicant did not fulfil the requirements set out in the Policies at the time of receipt of the corresponding Application by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that said Application, Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of the opinion that the Applicant and/or Registrant does not meet all of the Eligibility Requirements in force at that time and such non-compliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the BOOKING brand and/or any of the Registry's trademarks.

3.4. The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith. Whenever parties other than the Registry will be entitled to register Domain Names in the .BOOKING TLD or obtain the delegation of certain roles and responsibilities with respect to such Domain Names (as indicated in the additional Contacts associated with such Domain Names), the Registry will develop a policy as regards the name servers and services associated with such Domain Names.

The Registry shall at all times be entitled to define and introduce a verification process in order to confirm that the Application and/or Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force during the respective Phases.

CHAPTER 2. The .BOOKING Launch Process

Article 4. Purpose and principles

4.1. These Policies contain the terms and conditions under which the Registry, Applicants and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .BOOKING TLD.

4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Annex 1 for its own use. The Registry may change such Annex 1 at any point in time and at its sole discretion.

4.3. Any and all Applications or Domain Name Registration requests must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Applicant or Registrant, but for its own account.

4.4. However, the Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in these Policies;
- the Domain Name is available; and
- the Domain Name is not prohibited by ICANN

4.5. Any Application submitted during the Pre-Launch phase, the Sunrise Process, the Trademark Claims Period or General Availability must meet the relevant terms and conditions as set out in these Policies. All conditions that are not indicated to relate to a specific phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and/or Domain Name Registrations.

4.6. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

Article 5. The .BOOKING Pre-Launch Phase

During the Pre-Launch Phase, the Registry is the only party entitled to register Domain Names in the .BOOKING TLD. During this Phase, the Registry shall only register and use Registry Reserved Names.

Article 6. Sunrise Phase

6.1. Overview of the Sunrise Process

The Registry may organize one or more Sunrise Processes in connection with and/or after the Launch. (If approved as a .Brand TLD by ICANN, the Registry may choose not to organize a Sunrise Process).

Unless provided otherwise by the Registry, the Sunrise Process shall be a minimum of thirty (30) days and will follow the Trademark Clearinghouse requirements.

6.2. Validation of Claims during the Sunrise Phase

Applications received during each distinct Sunrise Phase are subject to validation as described in this Article, which is a condition precedent for the Registry to actually proceed with the registration of the Domain Name referred to in the Application.

The Registry shall be entitled to impose additional terms and conditions upon Applicants, Registrants and/or Accredited Registrars as it deems fit, in particular in order to maintain, directly or indirectly, the integrity and the exclusive character of the Registry and the BOOKING brand, and any and all (intellectual property) rights associated therewith.

Following receipt of an Application, the Trademark Clearinghouse Operator shall inform the Registry of its findings in a manner agreed by and between them.

Upon request of the Registry, the Trademark Clearinghouse Operator will confirm that:

- the respective Application corresponds to an Eligible Trademark, as described in the most recent version of the Applicant Guidebook and the Trademark Clearinghouse Guidelines and inclusive of trademarks taken up in Annex 1; and
- the Applicant is the registered owner of the Eligible Trademark or, if the Applicant claims to be a licensee authorized to use the Eligible Trademark by the registered owner of the Eligible Trademark or the Applicant claims to be the assignee, that the relevant party is authorized to file the Application.

If the Trademark Clearinghouse Operator and/or the Registry is unable to validate the information contained in an Application in accordance with the process described above, the Registry shall be entitled to reject that Application.

6.3. Use of the Trademark Clearinghouse during the Sunrise Period

Applicants are obliged to have their Application Data pre-validated and, where necessary, corrected by using the Trademark Clearinghouse, which is a facility operated by the Trademark Clearinghouse Operator if they would like to benefit from the opportunity to register a Domain Name that corresponds to their Eligible Trademark during the respective Sunrise Phases. By way of the Trademark Clearinghouse, the Trademark Clearinghouse Operator will provide reasonable assistance to prospective Applicants in order to pre-validate Application Data and, where necessary, correct such data in order to enable Applicants to submit accurate and up-to-date Applications to the Registry in accordance with the terms and conditions of the Trademark Clearinghouse Operator.

The use of the Trademark Clearinghouse during the Sunrise Period is mandatory.

Furthermore, the Applicant must use the services of an Accredited Registrar in order to submit the actual Application on the basis of the information that has been pre-validated and provided by the Trademark Clearinghouse.

6.4. Claims, information to be included in Applications during the Sunrise Period

The information contained in the Application shall be the initial basis on which the Trademark Clearinghouse Operator shall attempt to validate the Applications and the Claims made therein. It is the Applicant's responsibility to ensure that the information provided in an Application (Claim) is correct, complete, legible, accurate and otherwise sufficient to verify on a *prima facie* basis the validity of such Claim. The Registry cannot be held liable for any failure to provide information and Documentary Evidence in accordance with the foregoing standard, regardless of whether an Application is accepted or rejected.

Following the Registry's decision to register a Domain Name in the name of a particular Applicant, such Applicant will become the Registrant of such Domain Name.

Article 7. Trademark Claims Period

After the first Sunrise Phase, Trademark Claims Services shall be provided during the first ninety (90) days following the Launch. Trademark Claims Services shall also be provided during the first ninety (90) days following subsequent Sunrise Phases.

Article 8. Processing of Applications; Exchange of Information

All Applications shall be submitted to and Domain Name Registrations maintained with the Registry by an Accredited Registrar.

Considering the fact that the Registry's Shared Registration System is the one and only authoritative database for Domain Names registered in the .BOOKING TLD, neither the Registry nor the Trademark Clearinghouse Operator shall be entitled to amend or cancel Applications or Application Data, unless such Application Data has been processed through the Trademark Clearinghouse.

Supplementary information may be requested via email or other communication media as appropriate. Under normal circumstances, the Accredited Registrar is responsible for all Applications submitted as specified in the Registry-Registrar Agreement. Assistive notifications or requests for (additional) Documentary Evidence may, however, be sent to the Applicant directly by the Accredited Registrar.

CHAPTER 3. Domain Name Allocation

Article 9. Domain Name Allocation for Registry Reserved Names

The Registry shall determine at its sole discretion how and when the Domain Names mentioned on the list contained in Annex 1 hereto shall be registered and used.

Article 10. Domain Name Allocation during the Sunrise Processes

10.1. Single Applications

Domain Names for which only one Application is received by the Registry during the respective Phase, and are successfully verified according to these Policies will be registered in the name of the respective Applicant.

10.2. Multiple Applications

If more than one Application of a particular available Domain Name has been received during a particular Sunrise Phase, and more than one of the Claims contained therein were successfully verified, as set out in these Policies, the relevant Applicants will be invited to come to an amicable settlement. If no such settlement has been obtained within the timeframe indicated by the Registry, the Registry can decide (or not) to register such Domain Name in the name of a particular Applicant, at its sole discretion and without being obliged to motivate its decision.

10.3. Name Collision Applications

The registry reserves the right to allocate domain names listed on the Name Collision Occurrence Assessment provided by ICANN during the Pre-Launch phase, the Sunrise Process, the Trademark Claims Period or General Availability, but will not activate any names in the DNS zone for the Registry TLD except in compliance with said Assessment.

Article 11. Domain Name Allocation during General Availability

With the exception of Domain Names that have been allocated or reserved in the context of the respective Sunrise Processes and procedures, any party meeting the respective Eligibility Requirements shall be entitled to request a Domain Name Registration with the Registry following the start of General Availability for those eligible Registrants.

The Registry shall effectuate such Domain Name Registration on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

CHAPTER 4. Dispute Resolution Policies

Article 12. Disputes relating to registered Domain Names

12.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before the Arbitration Center of the World Intellectual Property Organization (WIPO) in accordance with the UDRP, the Rules for UDRP and any relevant supplemental rules, as made available on <http://www.wipo.int/amc/en/domains/rules/> and/or the Rules for URS and any relevant supplemental rules, as made available on <http://newgtlds.icann.org/en/applicants/urs>; and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

12.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar, the language of the proceedings shall be the language of that agreement.

12.3. Any party may make a request to the Disputes Point of Contact for further clarification or information with respect to an Application or Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Disputes Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete an Application or Domain Name. No fees are charged by the Registry or the Disputes Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.

Article 13. Eligibility Reconsideration Proceedings

13.1. If, after an *ex officio* review by the Registry and/or following submission of a complaint to the Disputes Point of Contact, the Registry determines that the Registrant or Domain Name Registration in question did not meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

13.2. The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.

13.3. If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.

13.4. No Applicant and/or Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

CHAPTER 5. General Provisions

Article 14. Domain Name Syntax Requirements; Domain Name Specifications; Reserved Names; Registry Reserved Names

14.1. Every Domain Name must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen (“-”), subject to the restrictions set out below;
- the Domain Name cannot begin or end with a hyphen (“-“);
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 1 character.

14.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

14.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .BOOKING TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).

14.4. Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the Applicant will obtain such consents before actually registering, delegating and using these Domain Names.

Article 15. Term of Registration

15.1. When registering a Domain Name, the Applicant / Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered.

15.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

15.3. The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

Article 16. Amendments

16.1. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

Article 17. Liability

17.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.

17.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

17.3. Applicants and Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

17.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.

17.5. The Registry are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

Article 18. Representations and Warranties

18.1. When submitting an Application during the Sunrise Process, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the Eligible Trademark described in the Application, or is the assignee, or is a licensee, duly authorized by the holder of the Eligible Trademark described in the Application to use that Eligible Trademark as the basis for that Application;
- the Eligible Trademark mentioned in the Application is and will be, on the date on which the Application Data is validated by the Trademark Clearinghouse Operator in the context of a Sunrise Process, a legally valid, registered and Eligible Trademark;
- any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the procedures set out by the Trademark Clearinghouse Operator and the Registry; any Documentary Evidence submitted shall contain complete, accurate, up-to-date information as required by the Trademark Clearinghouse Operator and/or the Registry shall not be fraudulent.

18.2. Any Applicant, any party submitting a Domain Name Registration request and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

18.3. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the Applicant represents and warrants that:

- the Application, *c.q.* the Domain Name Registration contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- it shall participate in good faith in any proceedings described in these Policies commenced by or against the Applicant; and
- the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity

and the exclusive character of the Registry and the BOOKING brand, and any and all (intellectual property) rights associated therewith.

18.4. The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .BOOKING TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents.

18.5. The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

Article 19. Payment of Applicable Fees Due

If payment is required, the Registry shall only be obliged to accept an Application or Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Applicant or Registrant.

Payment of any fees due, for which the Applicant, and ultimately the Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

Article 20. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Registrant, as provided to the Registry in the Application and/or Domain Name Registration. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and/or (ii) by electronic mail, upon confirmation of receipt by the Registry's email server (**Registry's email address to be included**).

Article 21. Assignment

Unless expressly provided for otherwise herein, neither party may assign any right or obligation hereunder without the written consent of the Registry. These Policies shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Article 22. Severability

If any provision of these Policies or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

Article 23. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 24. Compliance with Law

Neither party subject to these Policies will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

Article 25. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 26. Applicable Law; Jurisdiction

These Policies, are governed by, and shall be construed in accordance with, Dutch law and any dispute arising out of or in connection with this Agreement or further agreements resulting from this Agreement shall be exclusively resolved by and shall be submitted to the competent courts of Amsterdam, the Netherlands.

CHAPTER 6. Annexes

Annex 1: Registry Reserved Names

The following Domain Names will be registered in the name of the Registry, for the operation and/or promotion of the .BOOKING gTLD, and to provide for specific platforms, pages, and services under the .BOOKING gTLD:

NIC.BOOKING

<Registry to provide full list prior to Pre-Launch Phase; registry reserves the right to update list as it deems necessary>

Annex 2: Eligibility Requirements and Criteria

All domain name registrations in the .BOOKING TLD will be registered to, and maintained by, Registry Operator for its own exclusive use.

Exhibit C

Signed Mark Data File ID Number

smdID: [REDACTED]