

**Attachment 2**  
**.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN")  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094  
Attention: New gTLD Program Staff  
RE: Application for .Brand TLD Designation

**Banco Bradesco S.A.** ("Registry Operator"), in connection with the execution of the Registry Agreement for the **.BRADESCO** TLD (the "Registry Agreement"), hereby applies for **.BRADESCO** 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for which this application is submitted respectively.

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

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] at [REDACTED]

Submitted by:

Position: Chief Marketing Operator (CMO)

Dated: 10/05/2015

Email:

**Exhibit A**  
**Trademark Registration**



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial



**Certificado de Registro de Marca Nº 007170424**

**BRADESCO**

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a **PRORROGAÇÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições :

\* 4o. DECÊNIO \*

NCL(7) : 36

Serviços:

SERVIÇOS BANCÁRIOS

Apresentação : Nominativa

Natureza : De Serviço

Restrição :

Registro Anterior: Número 007170424

Prazo de Validade: 10(dez) anos a partir de 10/06/2010

Data de Concessão : 10/06/1980

Titular : BANCO BRADESCO S/A

CNPJ/CIC/Nº INPI : 60746948000112

Endereço : CIDADE DE DEUS S/Nº VILA YARA  
CEP : 06029-900 - SP - BR

Rio de Janeiro, 14 de junho de 2011.

  
Diretor de Marcas



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial.



Certificado de Registro de Marca No. 812458850



O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a PRORROGAÇÃO do registro da marca acima reproduzida, mediante as seguintes características e condições :

\* 3o.DECÊNIO \*

Especificação dos Produtos/Serviços :

Serviços bancários e de crédito, financiamento e investimento. Serviços de captação de poupança, de empréstimo e de crédito imobiliário. Serviços auxiliares ou correlatos das atividades financeiras.

Classe Produtos/Serviços : 36.10 e 20 e 70

Observações : Marca Mista.

Registro Anterior: Número 812458850

Prazo de Validade: 10(dez) anos a partir de 08/12/2007

Data da Concessão : 08/12/1987

Titular : BANCO BRADESCO S/A

CGC/CPF/No. INPI : 60746948000112

Endereço : CIDADE DE DEUS S/Nº VILA YARA

CEP : 06029-900 - SP - BR

Rio de Janeiro, 16 de dezembro de 2008.

*Teófilo de Jesus Guimarães*  
Diretor de Marcas



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial



Certificado de Registro de Marca No. 819607215



**Bradesco**

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a PRORROGAÇÃO do registro da marca acima reproduzida, mediante as seguintes características e condições:

\* 2o.DECÊNIO \*

Especificação dos Produtos/Serviços:

Serviços bancários e de crédito, financiamento e investimento. Serviços de captação de poupança, de empréstimo e de crédito imobiliário. Serviços auxiliares ou correlatos das atividades financeiras.

Classe Produtos/Serviços: 36.10 e 20 e 70

Observações: Marca Mista.

Registro Anterior: Número 819607215

Prazo de Validade: 10(dez) anos a partir de 03/08/2009

Data da Concessão: 03/08/1999

Titular: BANCO BRADESCO S/A

CGC/CPF/No. INPI: 60746948000112

Endereço: CIDADE DE DEUS S/Nº VILA YARA  
CEP: 06029-900 - SP - BR

Rio de Janeiro, 25 de maio de 2010.

*Leopoldo de Faria Guimarães*  
Diretor de Marcas





REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial



Certificado de Registro de Marca No. 819725498



**Bradesco**

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a PRORROGAÇÃO do registro da marca acima reproduzida, mediante as seguintes características e condições:

\* 2o.DECÊNIO \*

Especificação dos Produtos/Serviços:

Serviços bancários e de crédito, financiamento e investimento. Serviços de captação de poupança, de empréstimo e de crédito imobiliário. Serviços auxiliares ou correlatos das atividades financeiras.

Classe Produtos/Serviços: 36.10 e 20 e 70

Observações: Marca Mista.

Registro Anterior: Número 819725498

Prazo de Validade: 10(dez) anos a partir de 03/08/2009

Data da Concessão: 03/08/1999

Titular: BANCO BRADESCO S/A

CGC/CPF/No. INPI: 60746948000112

Endereço: CIDADE DE DEUS S/Nº VILA YARA  
CEP: 06029-900 - SP - BR

Rio de Janeiro, 1 de junho de 2010.

*Tecequinh de Jesus Guimarães*  
Diretor de Marcas



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial.



## Certificado de Registro de Marca N° 901369470



O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a **CONCESSÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições:

\* 1o. DECÊNIO \*

NCL(9) : 36

Serviços:

GESTÃO FINANCEIRA; CARTÃO DE DÉBITO (SERVIÇOS DE -); OPERAÇÕES DE CÂMBIO; CRÉDITO EDUCATIVO; HOME-BANKING; BANCÁRIOS (SERVIÇOS -); FINANCIAMENTO (SERVIÇOS DE -); SERVIÇOS BANCÁRIOS DE ACESSO REMOTO; EMPRÉSTIMOS [FINANÇAS]; INVESTIMENTOS DE CAPITAL [FINANÇAS]; TRANSFERÊNCIA ELETRÔNICA DE FUNDOS; CARTÃO DE CRÉDITO (SERVIÇOS DE -); FUNDOS DE INVESTIMENTOS [FINANÇAS]; CADERNETA DE POUPANÇA [SERVIÇOS FINANCEIROS]; EMISSÃO DE TÍTULOS DE VALOR.

CFE(4) : 26.4.6; 26.4.9; 26.7.25; 27.5.1; 29.1.1

Apresentação : Mista

Natureza : De Serviço

Restrição :

Depositado no Brasil sob o número: 901369470 na Data : 16/12/2008

Prioridade Unionista Número :

Data :

País :

Data de Concessão : 10/05/2011

Titular : BANCO BRADESCO S/A

CNPJ/CIC/N° INPI : 60746948000112

Endereço : CIDADE DE DEUS S/N° VILA YARA  
CEP : 06029-900 - SP - BR

Belo Horizonte, 10 de maio de 2011.

Diretor de Marcas Substituto  
Portaria INPI/PR nº 174 de 23/02/2011  
Diretor de Marcas





REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial



**Certificado de Registro de Marca N° 901372242**



**Bradesco**

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a **CONCESSÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições :

\* 1o.DECÊNIO \*

NCL(9) : **36**

Serviços:

CARTÃO DE CRÉDITO (SERVIÇOS DE -); CARTÃO DE DÉBITO (SERVIÇOS DE -); EMPRÉSTIMOS [FINANÇAS]; FINANCIAMENTO (SERVIÇOS DE -); GESTÃO FINANCEIRA; TRANSFERÊNCIA ELETRÔNICA DE FUNDOS; BANCÁRIOS (SERVIÇOS -); INVESTIMENTOS DE CAPITAL [FINANÇAS]; OPERAÇÕES DE CÂMBIO; EMISSÃO DE TÍTULOS DE VALOR; CADERNETA DE POUPANÇA [SERVIÇOS FINANCEIROS]; FUNDOS DE INVESTIMENTOS [FINANÇAS]; SERVIÇOS BANCÁRIOS DE ACESSO REMOTO; CRÉDITO EDUCATIVO; HOME-BANKING.

CFE(4) : **26.4.12; 27.5.1**

Apresentação : **Mista**

Natureza : **De Serviço**

Restrição :

Depositado no Brasil sob o número: **901372242** na Data : **17/12/2008**

Prioridade Unionista Número :

Data :

País :

Data de Concessão : **10/05/2011**

Titular : **BANCO BRADESCO S/A**

CNPJ/CIC/N° INPI : **60746948000112**

Endereço : **CIDADE DE DEUS S/N° VILA YARA**  
**CEP : 06029-900 - SP - BR**

Rio de Janeiro, 10 de maio de 2011.

*Vinicius Dias*

**Diretor de Marcas Substituto**

**Portaria INPI/PR nº 174 de 23/02/2011**  
Diretor de Marcas



REPÚBLICA FEDERATIVA DO BRASIL  
Ministério do Desenvolvimento, Indústria e Comércio Exterior  
Instituto Nacional da Propriedade Industrial



**Certificado de Registro de Marca N° 901372277**



**Bradesco**

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo, certifica que, nos termos das normas legais e regularmente em vigor, efetuou a **CONCESSÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições :

\* 1o.DECÊNIO \*

NCL(9) : **36**

Serviços:

CADERNETA DE POUPANÇA [SERVIÇOS FINANCEIROS]; CARTÃO DE CRÉDITO (SERVIÇOS DE -); CARTÃO DE DÉBITO (SERVIÇOS DE -); FUNDOS DE INVESTIMENTOS [FINANÇAS]; GESTÃO FINANCEIRA; HOME-BANKING; FINANCIAMENTO (SERVIÇOS DE -); TRANSFERÊNCIA ELETRÔNICA DE FUNDOS; SERVIÇOS BANCÁRIOS DE ACESSO REMOTO; CRÉDITO EDUCATIVO; EMISSÃO DE TÍTULOS DE VALOR; EMPRÉSTIMOS [FINANÇAS]; OPERAÇÕES DE CÂMBIO; BANCÁRIOS (SERVIÇOS -); INVESTIMENTOS DE CAPITAL [FINANÇAS].

CFE(4) : **26.4.12; 27.5.1**

Apresentação : **Mista**

Natureza : **De Serviço**

Restrição :

Depositado no Brasil sob o número: **901372277** na Data : **17/12/2008**

Prioridade Unionista Número : Data :

País :

Data de Concessão : **10/05/2011**

Titular : **BANCO BRADESCO S/A**

CNPJ/CIC/N° INPI : **60746948000112**

Endereço : **CIDADE DE DEUS S/N° VILA YARA**  
**CEP : 06029-900 - SP - BR**

Rio de Janeiro, 10 de maio de 2011.

**Diretor de Marcas Substituto**  
Portaria INPI/PP nº 174 de 23/02/2011

## **Exhibit B**

### **TLD Registration Policies**

### **.BRADESCO DOMAIN NAME REGISTRATION POLICIES**

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## CHAPTER 1. Definitions, scope of application and eligibility

### ARTICLE 1. Definitions

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

**Accredited Registrar:** An entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry.

**Applicant:** A physical person, company or organization in whose name an Application is submitted to the Registry.

**Applicant Guidebook:** 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 Agreement.

**Application:** 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 <<.BRADESCO>> launch process within which such request is made.

**Claim:** 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.

**Complaints Point of Contact:** A person designated by the Registry to field inquiries and hear disputes between a third party and a Registrant under this Policies.

**Contacts:** The administrative, technical and billing contacts associated to a Domain Name Registration.

**Documentary Evidence:** 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:** A name at the second level within the <<.BRADESCO>> TLD.

**Domain Name Registration:** A Domain Name about which the Registry maintains data in the Shared Registry System for the <<.BRADESCO>> TLD.

**Eligibility Requirements:** The requirements and criteria set out in Annex 2 below.

**Eligible Trademark:** A registered trademark that meets the requirements set out in the most recent version of the “Applicant Guidebook” and “Trademark Clearinghouse Guidelines”, made available on <http://www.trademark-clearinghouse.com>.

**General Availability:** 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:** Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement.

**ICANN:** The Internet Corporation for Assigned Names and Numbers ([www.icann.org](http://www.icann.org));

**Launch:** The moment as of which the Registry allows the registration of Domain Names based on the Eligibility Requirements.

**Phase:** 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:** These <<.BRADESCO>> 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:** The timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names.

**Registrant:** The person or entity in whose name a Domain Name is registered.

**Registration Fee:** 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:** BANCO BRADESCO S.A., in Cidade de Deus, s/nº CEP 06029-900 – Osasco, State of São Paulo, Brazil.

**Registry- Registrar Agreement:** The template agreement made available by the Registry to be executed between the Registry and Accredited Registrar for the



provision of domain name registration services for and within the <<.BRADESCO>> TLD in line with the Policies.

**Registry Reserved Name:** A Domain Name mentioned on the list contained in Annex 1 hereto and other names reserved exclusively for the Registry, 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:** The various pages and websites available under <http://nic.bradesco>.

**Shared Registry System:** 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:** The distinct timeframe(s) during which Applicants will be able to pre-register (*i.e.*, 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:** The process described in Article 6 hereof.

**Term:** The number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1.

**TLD:** Top Level Domain.

**Trademark Claims Period:** The timeframe during which Trademark Claims Services for <<.BRADESCO>> TLD are provided.

**Trademark Clearinghouse:** The system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms.

**Trademark Clearinghouse Services:** 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 with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders of the registration after it is effected.

**Trademark Clearinghouse Operator:** The organization operating the Trademark Clearinghouse, as appointed by ICANN and active through <http://www.trademark-clearinghouse.com>

**UDRP:** Uniform Dispute Resolution Policy, as adopted by ICANN and as described in <http://www.icann.org/dndr/udrp/policy.htm>;

**URS:** 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:

- A. The terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with the Registry Operator Agreement;
- B. How 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 or third parties to register one or more Domain Names, by liberalizing the initial Eligibility Requirements (*i.e.* the Launch of the <<.BRADESCO>> TLD);
- C. The way in which Applications will be processed;
- D. The rules under which Applications or subsequent Domain Name Registrations may be challenged; and
- E. In general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically sound administration of the <<.BRADESCO>> launch and operation, as well as 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 <<.BRADESCO>> TLD, the Registry has put in place the processes and procedures described in this Policies, 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 <<.BRADESCO>> TLD, the Applicant or Registrant must meet any and all of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification to Registrants or third parties, and in compliance with ICANN policies. These new criteria enter into force following publication on the Registry Web Site unless stated otherwise in the Eligibility Requirements.
- 3.2. All domain name in the <<.BRADESCO>> TLD will be registered and maintained by the Registry for its own and its affiliates exclusive use.
- 3.3. If and when the Registry launches its operations, i.e. allow third parties other than the Registry to register Domain Names, it will develop and publish further practical guidance on such launch, if it deems fit.
- 3.4. 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 BRADESCO brand and/or any of the Registry's trademarks.

3.5. 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 <<.BRADESCO>> 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.

3.6. 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 .BRADESCO 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 <<.BRADESCO>> TLD.
- 4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve or register and delegate any of the Domain Names contained in Annex 1 for its own use. The Registry may change the Annex 1 at any point in time and reserve or register other Domain Names that are not mentioned 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 .BRADESCO Pre-Launch Phase**

- 5.1. During the Pre-Launch Phase, the Registry shall only register and use Registry Reserved Names.

#### **ARTICLE 6. Sunrise Phase**

- 6.1. The Registry will 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.

#### **ARTICLE 7. Trademark Claims Period**

- 7.1. After the Launch, Trademark Claims Services shall be provided during the first 90 days following the Launch. Trademark Claims Services shall also be provided during the first 90 days following subsequent Launch Phases.

#### **ARTICLE 8. Processing of Applications; Exchange of Information**

- 8.1. All Applications shall be submitted to and Domain Name Registrations maintained with the Registry by an Accredited Registrar.
- 8.2. Due to the fact that the Registry's Shared Registration System is the one and only authoritative database for Domain Names registered in the <<.BRADESCO>> 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.
- 8.3. 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**

- 9.1. 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. The Registry is exempt from complying with the requirements of Specification 9 to the Registry Operator Agreement, notwithstanding the provisions of Section 6 of Specification 9 and no Sunrise Process is offered.

### **ARTICLE 11. Domain Name Allocation during General Availability**

- 11.1. With the exception of Domain Names that have been allocated or reserved in the context of the respective Launch 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.
- 11.2. The Registry shall effectuate such Domain Name Registration on internal registration policies

## **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 and/or the Rules for URS and any relevant supplemental rules and 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 request the Complaints 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 Complaints 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 Complaints 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 Complaints 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 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 Registry Block Names will be unavailable for registration.

14.4. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the <<.BRADESCO>> 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).

14.5. 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, without the Registrant being entitled to any compensation, refund or damages whatsoever.

## **ARTICLE 16. Amendments**

- 16.1. The Registry may amend the provisions of these Policies 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.
- 16.2. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of these Policies.

## **ARTICLE 17. Liability**

- 17.1. To the extent allowed under governing law, the Registry shall only be liable in cases where willful 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. 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 this Policy 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 is 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, except when the Registry is the Registrant of a Domain Name.

## **ARTICLE 18. Representations and Warranties**

- 18.1. 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;

- 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.

18.2. 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, *casu quo* 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 BRADESCO brand, and any and all (intellectual property) rights associated therewith.

18.3. 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 <<.BRADESCO>> 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.

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

#### **ARTICLE 19. Payment of Applicable Fees Due**

- 19.1. If any payment will be required in the future, 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.
- 19.2. 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**

- 20.1. 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 by electronic mail, upon confirmation of receipt by the Registry's email

[REDACTED]

#### **ARTICLE 21. Assignment**

- 21.1. 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**

- 22.1. 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**

- 23.1. 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 Policies 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**

- 24.1. 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**

- 25.1. All communications, notices, designations and specifications made under this Policies shall be in the English or Portuguese language.

#### **ARTICLE 26. Applicable Law and Jurisdiction**

- 26.1. These Policies, as amended from time to time, will be governed by the laws of the Federative Republic of Brazil.
- 26.2. Unless referred to otherwise in Article 12 hereof, the parties shall submit any dispute, controversy or claim in relation to or arising under these Policies to the exclusive jurisdiction of the Courts of Osasco, State of São Paulo, Brazil.

## **CHAPTER 6. Annexes**

### **ANNEX 1: REGISTRY RESERVED NAMES**

#### **ARTICLE 1. Operation Reserved Names**

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

- nic.bradesco

#### **ARTICLE 2. Categories of Reserved Names**

2.1. At its own discretion, the Registry may reserve the following (categories of) domain names at the second level and at all other levels within <<.BRADESCO>> at which registration are made:

- Defamatory names;
- Names and brands of competitors.

#### **ARTICLE 3. Categories of Registry Reserved Names**

3.1. The (categories of) Domain Names that are to be registered in the name of the Registry Operator include, but are not limited to:

- Generic names that are directly or indirectly related to the day-to-day activities of the Registry;
- Names relating to departments and subsidiaries of the Registry;
- Names of products, affiliates and financial services;
- Names of geographic locations where services are (planned to be) provided; and
- Names relating to business partners.

## **ANNEX 2: ELIGIBILITY REQUIREMENTS AND CRITERIA**

The <<.BRADESCO TLD>> is a Single-Registrant TLD. Only the Registry Operator is entitled to be the Registrant for any and all Domain Name Registrations made.

## **Exhibit C**

### **Signed Mark Data File ID Number**

Bradesco smdID:

