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

[Dot Brand, Inc.] ("Registry Operator"), in connection with the execution of the Registry Agreement for the [.brand] TLD (the "Registry Agreement"), hereby applies for [.brand] 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.

[Note to applicant: If an applicant's TLD does not meet the criteria for the TLD to be qualified as a .Brand TLD, please revise the foregoing paragraph accordingly and insert a detailed description of which criteria is not met and why, and the justification for the TLD to nonetheless be qualified as a .Brand TLD.]

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.

[If applicable, insert the following: Because this application is submitted to ICANN after the delegation of the TLD to nameservers designated by the Registry Operator into the root-zone, Registry Operator represents to ICANN that all domain names that are registered in the TLD are registered to and maintained in compliance with the requirements of the .Brand TLD definition.]

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 *[Registry Operator to provide]*.

Submitted by: ▮▮▮▮▮▮▮
Position: SR. BRAND MANAGER
Dated: 8/26/14
Email: ▮▮▮▮▮▮▮

Exhibit A

Trademark Registration

[to be attached by Registry Operator]

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,065,991

United States Patent and Trademark Office

Registered May 27, 1997

SERVICE MARK
PRINCIPAL REGISTER

CAPITAL ONE

CAPITAL ONE FINANCIAL CORPORATION
(VIRGINIA CORPORATION)
2980 FAIRVIEW PARK DRIVE
FALLS CHURCH, VA 220424525

FOR: CREDIT CARD SERVICES, NAMELY PROCESSING, UNDERWRITING, ISSUING, SERVICING AND ADMINISTERING CREDIT CARDS AND SECURED CARDS , IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-16-1994; IN COMMERCE 12-16-1994.

OWNER OF U.S. REG. NO. 1,763,253.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAPITAL", APART FROM THE MARK AS SHOWN.

SN 75-975,650, FILED 9-7-1994.

F. D. CARMINE, EXAMINING ATTORNEY

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,442,400

Registered June 3, 2008

SERVICE MARK
PRINCIPAL REGISTER

CAPITAL ONE

CAPITAL ONE FINANCIAL CORPORATION (DELAWARE CORPORATION)
12075-0150/BECKY DIMMETT
15000 CAPITAL ONE DRIVE
RICHMOND, VA 23238

FOR: BANKING AND FINANCIAL SERVICES, NAMELY, CREDIT CARD SERVICES; MORTGAGE LENDING AND HOME EQUITY LOANS; FARM EQUIPMENT, AUTOMOBILES AND RECREATIONAL VEHICLE FINANCING; SECURED AND UNSECURED INSTALLMENT LOANS; CERTIFICATE OF DEPOSITS, INDIVIDUAL RETIREMENT ACCOUNTS, MONEY MARKET, AND CHECKING ACCOUNTS; INVESTMENT BROKERAGE INCLUDING STOCKS, BONDS AND MUTUAL FUNDS; RETIREMENT PLANNING; TRUST SERVICES; AND MANAGEMENT OF MUTUAL FUNDS; INSURANCE SERVICES, NAMELY, BROKERAGE AND ADMINISTRATION OF INSURANCE IN THE FIELD OF LIFE, HEALTH, DISABIL-

ITY, DENTAL, VISION, PROPERTY, AND CASUALTY, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 8-26-2005; IN COMMERCE 8-26-2005.

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

OWNER OF U.S. REG. NOS. 2,065,991, 2,727,453, AND OTHERS.

SEC. 2(F) AS TO "CAPITAL ONE".

SN 78-701,007, FILED 8-26-2005.

JOHN DALIER, EXAMINING ATTORNEY

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,065,991

United States Patent and Trademark Office

Registered May 27, 1997

SERVICE MARK
PRINCIPAL REGISTER

CAPITAL ONE

CAPITAL ONE FINANCIAL CORPORATION (VIRGINIA CORPORATION)
2980 FAIRVIEW PARK DRIVE
FALLS CHURCH, VA 220424525

FOR: CREDIT CARD SERVICES, NAMELY PROCESSING, UNDERWRITING, ISSUING, SERVICING AND ADMINISTERING CREDIT CARDS AND SECURED CARDS , IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-16-1994; IN COMMERCE 12-16-1994.

OWNER OF U.S. REG. NO. 1,763,253.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAPITAL", APART FROM THE MARK AS SHOWN.

SN 75-975,650, FILED 9-7-1994.

F. D. CARMINE, EXAMINING ATTORNEY

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 2,065,992

Registered May 27, 1997

SERVICE MARK
PRINCIPAL REGISTER

CAPITAL ONE

CAPITAL ONE FINANCIAL CORPORATION (DELAWARE CORPORATION)
1103 WEST BROAD STREET
GLEN ALLEN, VA 23060

FOR: FINANCIAL SERVICES, NAMELY CONSUMER BANKING, NAMELY SECURED AND UNSECURED CONSUMER INSTALLMENT LENDING; REAL ESTATE FINANCING, NAMELY MORTGAGE LENDING; AND HOME EQUITY LOANS, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-24-1994; IN COMMERCE 10-24-1994.

OWNER OF U.S. REG. NO. 1,763,253.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAPITAL", APART FROM THE MARK AS SHOWN.

SN 75-975,651, FILED 9-7-1994.

F. D. CARMINE, EXAMINING ATTORNEY

Exhibit B

TLD Registration Polices

[to be attached by Registry Operator]

<.gTLD> Domain Name Registration Policies

TABLE OF CONTENTS

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 <.gTLD> 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 <.gTLD> TLD;
Domain Name Registration	means a Domain Name about which the Registry maintains data in the Shared Registry System for the <.gTLD> 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 <.gTLD> 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 <APPLICANT>, with registered offices in <CITY, STATE>;
Registry Operator Agreement	means the agreement entered into by and between the Registry and ICANN on <Date TBD>;
Registry-Registrar Agreement	means the template agreement made available by the Registry on <DATE>;
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<.gTLD>;
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.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	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 <.gTLD> 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 <.gTLD> 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 <.gTLD> 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 <.gTLD> 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 <.gTLD> 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 <.TLD BRAND> 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 <.gTLD> 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 <.gTLD> 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 <.gTLD> 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 <.gTLD> Pre-Launch Phase

During the Pre-Launch Phase, the Registry is the only party entitled to register Domain Names in the <.gTLD> 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 <.TLD BRAND> 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 <.gTLD> 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 so 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 <.gTLD> 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 <.TLD BRAND> 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 <.gTLD> 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, as amended from time to time, will be governed by the laws of the state of <STATE> in the United States.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under these Policies shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be <CITY, STATE> and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

The foregoing is without any party's right to seek injunctive or interim relief, which it is authorized to do in the Courts of the state of <STATE>.

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 <.gTLD> gTLD, and to provide for specific platforms, pages, and services under the <.gTLD> gTLD:

<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 <.gTLD> TLD will be registered to, and maintained by, Registry Operator for its own exclusive use.

Exhibit C

Signed Mark Data File ID Number

[to be provided by Registry Operator]

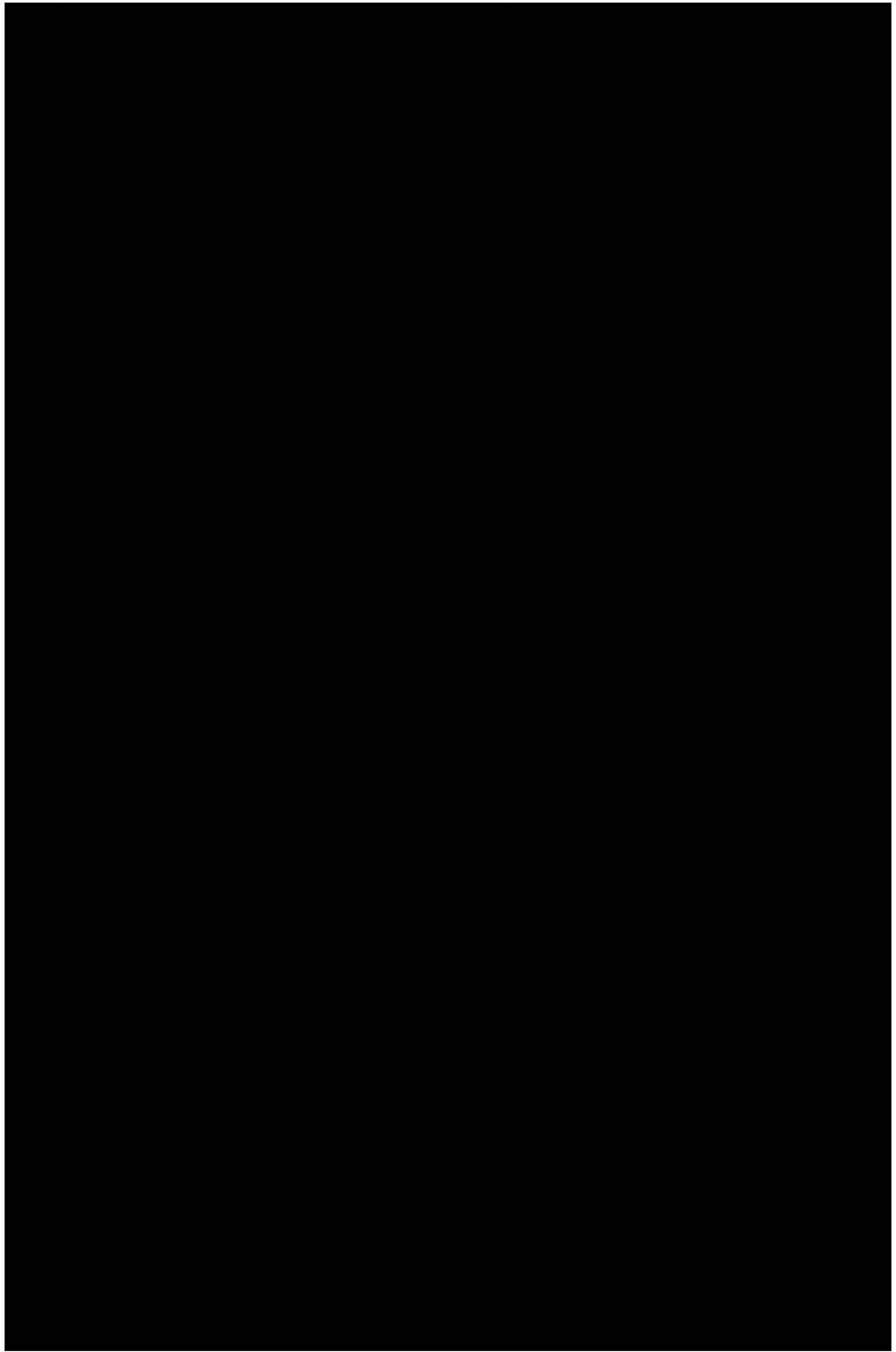Marks: Capital One
smdID:█████████████████
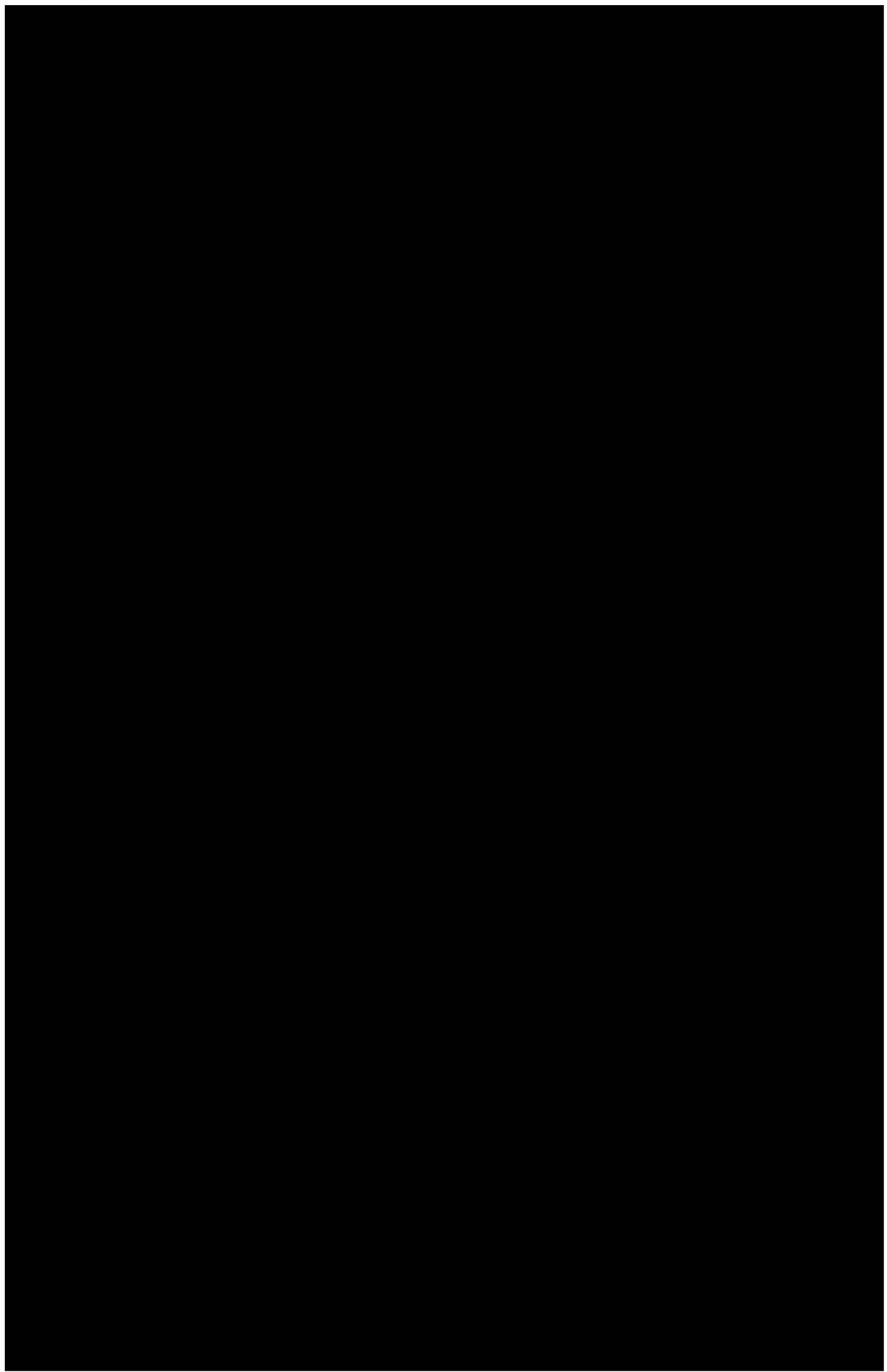U-lables: capitalone, capital-one
notBefore: 2013-12-14T05:33:16.803Z
notAfter: 2014-12-04T23:00:00.000Z
-----BEGIN ENCODED SMD-----

-----END ENCODED SMD-----