

## **.Brand TLD Application Process**

A Registry Operator that is able to demonstrate to ICANN that its TLD registry operations satisfy certain criteria may qualify its TLD for treatment as a .Brand TLD. If ICANN determines that the TLD qualifies as a .Brand TLD, the Registry Agreement for the TLD will include Specification 13, the current form of which is attached as **Attachment 1** to this .Brand TLD Application Process.

The New gTLD Program Committee (“NGPC”) has also approved the possible incorporation of an additional clause into Specification 13, with implementation to take effect no earlier than May 12, 2014, to provide the GNSO Council an opportunity to advise ICANN regarding Policy Recommendation 19 on the Introduction of New Generic Top Level Domains. If the additional clause is incorporated into Specification 13, and if ICANN determines that the TLD qualifies as a .Brand TLD, the Registry Agreement for the TLD will include the form of Specification 13 attached as **Attachment 2** to this .Brand TLD Application Process. If, as a result of GNSO Council advice or otherwise, Specification 13 is further modified, an applicant for a TLD that has been determined by ICANN to qualify as a .Brand TLD will be offered the opportunity to execute an amendment incorporating such modified Specification 13 as part of the Registry Agreement.

ICANN adopted Specification 13 following discussions with members of the ICANN community (including the Brand Registry Group) who stated that brand owners required unique Registry Agreement provisions in order to, among other things, protect their brands, promote and maintain trust in their registries and foster innovation. In addition, ICANN sought community-wide input through a public comment period, which demonstrated significant community support for the designation of certain TLDs as .Brand TLDs and the adoption of Specification 13.

Specification 13 in the form attached hereto as **Attachment 1** affords TLDs designated by ICANN as .Brand TLDs with the benefit of an exemption from the Code of Conduct, the deferral of Sunrise requirements until such time as the TLD, if ever, no longer qualifies as a .Brand TLD, and a limited 2-year “cooling off” period prior to re-delegation of the TLD to a successor registry operator. If the TLD fails to continue to be qualified as a .Brand TLD by ICANN in the future, Specification 13 (other than certain Sunrise-related requirements) will no longer apply, and Registry Operator must thereafter comply with the terms of the Registry Agreement, without the benefits of Specification 13, including the implementation of the Sunrise requirements.

If the additional clause approved by the NGPC is incorporated, Specification 13 would be in the form attached hereto as **Attachment 2** and would provide the additional benefit to TLDs designated by ICANN as .Brand TLDs of permitting them to designate no more than three ICANN accredited registrars at any point in time to serve as the exclusive registrar(s) for the TLD.

A TLD is not a .Brand TLD unless ICANN has qualified the TLD as a .Brand TLD in writing and ICANN has executed a Registry Agreement with Registry Operator that incorporates

Specification 13 by amendment as part of the Registry Agreement. This .Brand TLD Application Process discusses the procedures for applying for this qualification.

## **Application Process**

An application for a TLD to be qualified as a .Brand TLD may be submitted to ICANN at any time after ICANN invites Registry Operator to begin the contracting process. While ICANN will consider requests and applications for .Brand TLD qualification following the execution of a Registry Agreement, Registry Operators are encouraged to apply for the .Brand TLD qualification prior to executing a Registry Agreement for the TLD. ICANN will consider applications to be qualified as a .Brand TLD made by Registry Operators that executed a Registry Agreement for the TLD prior to the adoption of Specification 13 and the announcement of this .Brand TLD Application Process. Statements made by Registry Operator in its TLD application pursuant to the New gTLD Applicant Guidebook that Registry Operator plans to operate the TLD as a .Brand TLD (or similar statements) will not be considered a formal application for a TLD to be qualified as a .Brand TLD.

The .Brand TLD application must be submitted in writing in the form specified by ICANN from time to time (a form of which is included as **Attachment 3**). The application must be accompanied by:

- (1) an accurate and complete copy of the applicable trademark registration that forms the basis of the request for .Brand TLD qualification;
- (2) a copy of Registry Operator's complete registration policies for the TLD.

ICANN encourages Registry Operator to also submit detailed information supporting its application, in particular evidence supporting the TLD's satisfaction of the .Brand TLD criteria set forth below. In addition, Registry Operator must explicitly commit to maintain the criteria specified to remain qualified as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made in, and the supporting materials provided with, the application, that may lead to the revocation of the TLD's qualification as a .Brand TLD, subject to the provisions of Specification 13. ICANN reserves the right to review the TLD zone files and registration data for the TLD to verify compliance.

If the application is submitted to ICANN after the delegation of the TLD to nameservers designated by Registry Operator into the root-zone, Registry Operator must warrant in its application 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. ICANN reserves the right to review the TLD zone files and registration data for the TLD to verify such statements.

## **Consideration of the Application**

ICANN will review each application received for completeness. If there is not enough information provided for ICANN to reach a decision, or if ICANN has questions about the

application or supporting material provided, ICANN may request additional information and ask Registry Operator to respond to ICANN's questions.

ICANN will post all applications received for public comment for a period of 30 calendar days. The posting of an application for public comment does not mean and should not be construed as a determination by ICANN that the TLD meets the criteria to be qualified as a .Brand TLD. Even if no public comments are received objecting to the designation of a TLD as a .Brand TLD, ICANN will review the application and may determine that the TLD does not qualify as a .Brand TLD.

ICANN's consideration of an application may take place in parallel to the review of the CIR and production of the Registry Agreement. While execution of a Registry Agreement need not be delayed to process an application, as an application may be approved either before or after execution of the Registry Agreement, ICANN anticipates that many .Brand TLD applicants will desire a resolution of the application prior to executing the Registry Agreement.

ICANN's review of the application and whether a TLD should be qualified as a .Brand TLD will be holistic in nature and may not be limited to whether Registry Operator satisfies the criteria set forth below. As a result, in addition to the application and supporting materials provided by Registry Operator, ICANN may consider additional information collected or received by ICANN when reviewing an application. ICANN's evaluation of an application will be guided by the following criteria (which are based on the definitions set forth in Specification 13):

- (i) the TLD string is identical to the textual elements protectable under applicable law, of a registered trademark valid under applicable law, which registered trademark:
  - a. is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN, if such trademark meets the eligibility requirements of such validation authority (provided that Registry Operator is not required to maintain such recordation for more than one year);
  - b. is owned and used by the Registry Operator or its Affiliate in the ordinary course of Registry Operator's or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration;
  - c. was issued to Registry Operator or its Affiliate prior to the filing of its TLD registry application with ICANN;
  - d. is used throughout the Term continuously in the ordinary course of business of Registry Operator or its Affiliate in connection with the offering of any of the goods and/or services identified in the trademark registration;
  - e. does not begin with a period or a dot; and

- f. is used by Registry Operator or its Affiliate in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services; and
- (ii) only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD;
- (iii) the TLD is not a Generic String TLD (as defined in Specification 11); and
- (iv) Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration.

ICANN reserves the right to modify these criteria at any time and the corresponding definitions in Specification 13 from time to time as circumstances require for any applicant. In addition, ICANN may consider modifying these definitions on a case by case basis in the event an applicant does not meet the technical requirements of the definition, but otherwise demonstrates to ICANN's satisfaction that the TLD should nonetheless be qualified as a .Brand TLD. Any modifications will be reflected in revisions to Specification 13 and may be applicable for future applicants.

### **Responding to the Application**

ICANN will review and respond to .Brand TLD applications on a timely basis. If ICANN has questions or concerns or is otherwise not prepared to approve an application, ICANN may respond with an explanation or request for additional information. Should an application be approved, ICANN will notify Registry Operator and offer it the opportunity to execute an amendment incorporating Specification 13 as part of the Registry Agreement.

ICANN will inform Registry Operator if the application is not approved. Registry Operator may re-apply for .Brand TLD designation after 90 calendar days have elapsed from the time ICANN provided notice of non-approval, but Registry Operator must demonstrate to ICANN's satisfaction that it has remedied the matters that led to the non-approval of the previous application and otherwise satisfy the criteria provided herein. ICANN will post any such re-application for .Brand TLD designation for public comment for a period of 30 calendar days. The posting of such a re-application for public comment does not mean and should not be construed as a determination by ICANN that the TLD meets the criteria to be qualified as a .Brand TLD. Even if no public comments are received objecting to the designation of a TLD as a .Brand TLD, ICANN will review the re-application and may determine that the TLD does not qualify as a .Brand TLD.

### **Results of Approval**

Approval of an application means that, subject to execution by ICANN and the Registry Operator of an amendment, the Registry Agreement for the .Brand TLD will be supplemented by Specification 13. All other provisions of the Registry Agreement will continue to apply, except as specifically provided in Specification 13.

**Attachment 1**

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## **SPECIFICATION 13**

### **.BRAND TLD PROVISIONS**

On or prior to the Effective Date of the Agreement, or the date of incorporation or annexation of this Specification 13 by amendment, whichever is applicable, ICANN has qualified the TLD as a .Brand TLD (as defined below). The provisions of this Specification 13 shall apply as of the Effective Date of the Agreement or the date of such incorporation or annexation, and shall continue to apply for so long as the TLD meets the requirements of the definition of a .Brand TLD.

If at any time ICANN determines, in its reasonable discretion, that the TLD no longer qualifies as a .Brand TLD, ICANN will provide Registry Operator with written notice of its determination. Registry Operator will have 30 calendar days following the date of delivery of such notice to either (i) meet the requirements of the .Brand TLD definition to ICANN's reasonable satisfaction, in which case the provisions of this Specification 13 shall continue to apply, or (ii) initiate the dispute resolution proceedings set forth in Article 5 of the Agreement during such 30 calendar day period disputing ICANN's determination (a "Dispute Proceeding"). If upon expiration of such 30 calendar day period, Registry Operator fails to meet the requirements of the .Brand TLD definition to ICANN's reasonable satisfaction and has not initiated a Dispute Proceeding pursuant to Article 5 of the Agreement, (i) the TLD shall immediately cease to be a .Brand TLD, (ii) Registry Operator shall immediately comply with the provisions of the Agreement as no longer modified by this Specification 13 (other than Section 2 hereof) and (iii) the provisions of this Specification 13 (other than Section 2 hereof) shall thereafter no longer have any effect. If Registry Operator initiates a Dispute Proceeding, there will be no change in the status of the TLD as a .Brand TLD in accordance with this Specification 13 during the pendency of such Dispute Proceeding, so long as Registry Operator otherwise continues to operate the TLD in compliance with the requirements of the definition of a .Brand TLD and this Specification 13, other than with respect to the disputed issue(s). If, following mediation pursuant to Section 5.1 of the Agreement, ICANN and Registry Operator reach agreement resolving the Dispute Proceeding, the parties shall implement such agreement. If the dispute is not resolved through mediation, the Dispute Proceeding shall be resolved through a binding arbitration proceeding pursuant to Section 5.2 of the Agreement. If upon conclusion of the arbitration proceeding (i) ICANN's determination is upheld in full by the arbitrator or (ii) ICANN's determination is upheld in part and overturned in part by the arbitrator and Registry Operator does not commit in writing to comply with the portion of ICANN's determination that was upheld within 5 days of the date the arbitrator released his or her findings and actually comply with the portion of ICANN's determination that was upheld within 30 days of the date such findings were released, (a) the TLD shall immediately cease to be a .Brand TLD effective on the date the arbitrator released his or her findings, (b) Registry Operator shall immediately comply with the provisions of the Agreement as no longer modified by this Specification 13 (other than Section 2 hereof), and (c) the provisions of this Specification 13 (other than Section 2 hereof) shall no longer have any effect as of the date the arbitrator released his or her findings. If, upon conclusion of the arbitration proceeding, ICANN's determination is fully overturned by the arbitrator,

then ICANN's determination shall have no effect and the TLD shall remain a .Brand TLD. However, any resolution of a Dispute Proceeding shall not limit or otherwise restrict ICANN's right to subsequently determine, in its reasonable discretion, that the TLD no longer qualifies as a .Brand TLD. The date on which, if any, this Specification 13 (other than Section 2 hereof) no longer has any effect is referred to as the "Disqualification Date." In addition to the foregoing, the parties agree as follows:

1. Registry Operator is exempt from complying with the requirements of Specification 9 to the Agreement, notwithstanding the provisions of Section 6 of Specification 9.
2. Notwithstanding the requirements of Section 2.8 of the Agreement, Section 1 of Specification 7 to the Agreement and Section 2 of the Trademark Clearinghouse Rights Protection Mechanism Requirements (the "TMCH Requirements"), Registry Operator is not required to provide a Sunrise Period (as defined in the TMCH Requirements) or, except as set forth herein, otherwise comply with the obligations set forth in Section 2 of the TMCH Requirements (collectively, the "Sunrise Requirements") so long as the TLD continues to be qualified as a .Brand TLD by ICANN.

Registry Operator must comply with all other provisions of the TMCH Requirements, including completing the Integration Testing required by Section 1 of the TMCH Requirements and providing the Claims Services required by Section 3 of the TMCH Requirements. Registry Operator will provide ICANN (i) confirmation of completion of Integration Testing and (ii) notice of the start date (the "Claims Commencement Date") and end date for the Claims Period (as defined in the TMCH Requirements) for the TLD, in each case via the customer services portal at <http://myicann.secure.force.com/>. Registry Operator may not Allocate (as defined in the TMCH Requirements) or register a domain name in the TLD (except for "NIC" and self-allocation or registration to itself of domain names pursuant to Section 3.2 of Specification 5) prior to the Claims Commencement Date.

Registry Operator must comply with the Sunrise Requirements effective as of the Disqualification Date and commence a Sunrise Period within 60 calendar days of the Disqualification Date. If, at the Disqualification Date, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN is not in operation, Registry Operator must implement the Sunrise Requirements through an alternative mechanism developed by Registry Operator that is reasonably acceptable to ICANN. As of the Disqualification Date, Registry Operator may not Allocate or register any additional domain names to third parties prior to the Allocation or registration of all Sunrise Period registrations except as permitted by Section 2.2.4 of the TMCH Requirements. In the event ICANN develops an alternative version of the TMCH Requirements specifically for .Brand TLDs or former .Brand TLDs, Registry Operator agrees to comply with such alternative requirements if such requirements are similar to the TMCH Requirements in effect as of the date hereof as modified by this Specification 13.

3. Section 4.5 of the Agreement is superseded by the following:

**Transition of Registry upon Termination of Agreement.**

(a) Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of the Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator will provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that, subject to the terms of this Section 4.5, if the TLD is qualified as a .Brand TLD by ICANN in accordance with Specification 13 on the date that the Agreement expires or terminates (the “Expiration Date”), ICANN may not delegate the TLD to a successor registry operator for a period of two years following the Expiration Date without Registry Operator’s consent (which shall not be unreasonably withheld, conditioned or delayed), unless ICANN reasonably determines that transitioning operation of the TLD is necessary to protect the public interest.

(b) If ICANN determines, in its reasonable discretion, that transitioning operation of the TLD is necessary to protect the public interest, then ICANN will provide Registry Operator with written notice and a reasonably detailed explanation for its public interest determination. If, within 30 calendar days of receipt of such notice, Registry Operator initiates the dispute resolution proceedings as set forth in Article 5 of the Agreement disputing ICANN’s determination, ICANN will not transition operation of the TLD to a successor registry operator during the pendency of such proceedings. If, following mediation pursuant to Section 5.1 of the Agreement, ICANN and Registry Operator reach agreement resolving the dispute, the parties shall implement such agreement. If the dispute is not resolved through mediation, the dispute shall be resolved through a binding arbitration proceeding pursuant to Section 5.2 of the Agreement. If, upon conclusion of the arbitration proceeding, ICANN’s determination is not fully overturned by the arbitrator, ICANN may delegate and transition the operation of the TLD to a successor registry operator on or following the date the arbitrator released his or her findings. If, upon conclusion of the arbitration proceeding, ICANN’s determination is fully overturned by the arbitrator, then ICANN may not delegate or transition the operation of the TLD based on ICANN’s determination that the such delegation and transition is necessary to protect the public interest.

(c) For the avoidance of doubt, an Emergency Operator will not be considered a successor registry operator for purposes of this Section 4.5. In addition, this Section 4.5 shall not prohibit ICANN from accepting applications for or delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third



parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of the Agreement.

4. Registry Operator agrees to conduct internal reviews at least once per calendar year to ensure that the TLD meets the requirements of the definition of a .Brand TLD. Within 20 calendar days following the end of each calendar year, Registry Operator will provide ICANN with the results of its internal review(s), along with a certification executed by one of its executive officers certifying that the TLD meets the requirements of the definition of a .Brand TLD. These materials will be submitted to ICANN by via email at [REDACTED]@icann.org]. Registry Operator agrees that ICANN may publicly post the results of Registry Operator's review and certification, but ICANN will keep confidential and not publish any information that is, and Registry Operator has marked as, Confidential Information, other than in compliance with Section 7.15 of the Agreement. ICANN may specify in the future the form and content of these reports or inform Registry Operator that the reports be delivered by other reasonable means.
5. Registry Operator must promptly notify ICANN in writing of any change to the TLD that could cause the TLD to fail to meet the requirements of the definition of a .Brand TLD. In addition, Registry Operator agrees to provide ICANN with any amendment or modification to the registration policies for the TLD that could potentially disqualify the TLD as a .Brand TLD.
6. For purposes of this Specification 13, the following terms shall have the following meanings:
  - 6.1 ".Brand TLDs" are TLDs where:
    - (i) the TLD string is identical to the textual elements protectable under applicable law, of a registered trademark valid under applicable law, which registered trademark:
      - a. is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN, if such trademark meets the eligibility requirements of such validation authority (provided that Registry Operator is not required to maintain such recordation for more than one year);
      - b. is owned and used by the Registry Operator or its Affiliate in the ordinary course of Registry Operator's or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration;
      - c. was issued to Registry Operator or its Affiliate prior to the filing of its TLD registry application with ICANN;

- d. is used throughout the Term continuously in the ordinary course of business of Registry Operator or its Affiliate in connection with the offering of any of the goods and/or services identified in the trademark registration;
  - e. does not begin with a period or a dot; and
  - f. is used by Registry Operator or its Affiliate in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services; and
- (ii) only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD;
  - (iii) the TLD is not a Generic String TLD (as defined in Specification 11); and
  - (iv) Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration.

6.2 “Trademark Licensee” means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .Brand TLD string operated by Registry Operator, where:

- (i) such license is valid under applicable law;
- (ii) such license is for the use of such trademark in the regular course of that entity’s business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
- (iii) such trademark is used continuously in that entity’s business throughout the Term; and
- (iv) the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.

**Attachment 2**

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## **SPECIFICATION 13**

### **.BRAND TLD PROVISIONS**

On or prior to the Effective Date of the Agreement, or the date of incorporation or annexation of this Specification 13 by amendment, whichever is applicable, ICANN has qualified the TLD as a .Brand TLD (as defined below). The provisions of this Specification 13 shall apply as of the Effective Date of the Agreement or the date of such incorporation or annexation, and shall continue to apply for so long as the TLD meets the requirements of the definition of a .Brand TLD.

If at any time ICANN determines, in its reasonable discretion, that the TLD no longer qualifies as a .Brand TLD, ICANN will provide Registry Operator with written notice of its determination. Registry Operator will have 30 calendar days following the date of delivery of such notice to either (i) meet the requirements of the .Brand TLD definition to ICANN's reasonable satisfaction, in which case the provisions of this Specification 13 shall continue to apply, or (ii) initiate the dispute resolution proceedings set forth in Article 5 of the Agreement during such 30 calendar day period disputing ICANN's determination (a "Dispute Proceeding"). If upon expiration of such 30 calendar day period, Registry Operator fails to meet the requirements of the .Brand TLD definition to ICANN's reasonable satisfaction and has not initiated a Dispute Proceeding pursuant to Article 5 of the Agreement, (i) the TLD shall immediately cease to be a .Brand TLD, (ii) Registry Operator shall immediately comply with the provisions of the Agreement as no longer modified by this Specification 13 (other than Section 2 hereof) and (iii) the provisions of this Specification 13 (other than Section 2 hereof) shall thereafter no longer have any effect. If Registry Operator initiates a Dispute Proceeding, there will be no change in the status of the TLD as a .Brand TLD in accordance with this Specification 13 during the pendency of such Dispute Proceeding, so long as Registry Operator otherwise continues to operate the TLD in compliance with the requirements of the definition of a .Brand TLD and this Specification 13, other than with respect to the disputed issue(s). If, following mediation pursuant to Section 5.1 of the Agreement, ICANN and Registry Operator reach agreement resolving the Dispute Proceeding, the parties shall implement such agreement. If the dispute is not resolved through mediation, the Dispute Proceeding shall be resolved through a binding arbitration proceeding pursuant to Section 5.2 of the Agreement. If upon conclusion of the arbitration proceeding (i) ICANN's determination is upheld in full by the arbitrator or (ii) ICANN's determination is upheld in part and overturned in part by the arbitrator and Registry Operator does not commit in writing to comply with the portion of ICANN's determination that was upheld within 5 days of the date the arbitrator released his or her findings and actually comply with the portion of ICANN's determination that was upheld within 30 days of the date such findings were released, (a) the TLD shall immediately cease to be a .Brand TLD effective on the date the arbitrator released his or her findings, (b) Registry Operator shall immediately comply with the provisions of the Agreement as no longer modified by this Specification 13 (other than Section 2 hereof), and (c) the provisions of this Specification 13 (other than Section 2 hereof) shall no longer have any effect as of the date the arbitrator released his or her findings. If, upon conclusion of the arbitration proceeding, ICANN's determination is fully overturned by the arbitrator,

then ICANN's determination shall have no effect and the TLD shall remain a .Brand TLD. However, any resolution of a Dispute Proceeding shall not limit or otherwise restrict ICANN's right to subsequently determine, in its reasonable discretion, that the TLD no longer qualifies as a .Brand TLD. The date on which, if any, this Specification 13 (other than Section 2 hereof) no longer has any effect is referred to as the "Disqualification Date." In addition to the foregoing, the parties agree as follows:

1. Registry Operator is exempt from complying with the requirements of Specification 9 to the Agreement, notwithstanding the provisions of Section 6 of Specification 9.
2. Notwithstanding the requirements of Section 2.8 of the Agreement, Section 1 of Specification 7 to the Agreement and Section 2 of the Trademark Clearinghouse Rights Protection Mechanism Requirements (the "TMCH Requirements"), Registry Operator is not required to provide a Sunrise Period (as defined in the TMCH Requirements) or, except as set forth herein, otherwise comply with the obligations set forth in Section 2 of the TMCH Requirements (collectively, the "Sunrise Requirements") so long as the TLD continues to be qualified as a .Brand TLD by ICANN.

Registry Operator must comply with all other provisions of the TMCH Requirements, including completing the Integration Testing required by Section 1 of the TMCH Requirements and providing the Claims Services required by Section 3 of the TMCH Requirements. Registry Operator will provide ICANN (i) confirmation of completion of Integration Testing and (ii) notice of the start date (the "Claims Commencement Date") and end date for the Claims Period (as defined in the TMCH Requirements) for the TLD, in each case via the customer services portal at <http://myicann.secure.force.com/>. Registry Operator may not Allocate (as defined in the TMCH Requirements) or register a domain name in the TLD (except for "NIC" and self-allocation or registration to itself of domain names pursuant to Section 3.2 of Specification 5) prior to the Claims Commencement Date.

Registry Operator must comply with the Sunrise Requirements effective as of the Disqualification Date and commence a Sunrise Period within 60 calendar days of the Disqualification Date. If, at the Disqualification Date, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN is not in operation, Registry Operator must implement the Sunrise Requirements through an alternative mechanism developed by Registry Operator that is reasonably acceptable to ICANN. As of the Disqualification Date, Registry Operator may not Allocate or register any additional domain names to third parties prior to the Allocation or registration of all Sunrise Period registrations except as permitted by Section 2.2.4 of the TMCH Requirements. In the event ICANN develops an alternative version of the TMCH Requirements specifically for .Brand TLDs or former .Brand TLDs, Registry Operator agrees to comply with such alternative requirements if such requirements are similar to the TMCH Requirements in effect as of the date hereof as modified by this Specification 13.

3. The second sentence of Section 2.9(a) of the Agreement is superseded by the following:

Subject to the requirements of Specification 11, Registry Operator must either (i) provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD, or (ii) designate no more than three ICANN accredited registrars at any point in time to serve as the exclusive registrar(s) for the TLD.

4. Section 4.5 of the Agreement is superseded by the following:

**Transition of Registry upon Termination of Agreement.**

(a) Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of the Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator will provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that, subject to the terms of this Section 4.5, if the TLD is qualified as a .Brand TLD by ICANN in accordance with Specification 13 on the date that the Agreement expires or terminates (the “Expiration Date”), ICANN may not delegate the TLD to a successor registry operator for a period of two years following the Expiration Date without Registry Operator’s consent (which shall not be unreasonably withheld, conditioned or delayed), unless ICANN reasonably determines that transitioning operation of the TLD is necessary to protect the public interest.

(b) If ICANN determines, in its reasonable discretion, that transitioning operation of the TLD is necessary to protect the public interest, then ICANN will provide Registry Operator with written notice and a reasonably detailed explanation for its public interest determination. If, within 30 calendar days of receipt of such notice, Registry Operator initiates the dispute resolution proceedings as set forth in Article 5 of the Agreement disputing ICANN’s determination, ICANN will not transition operation of the TLD to a successor registry operator during the pendency of such proceedings. If, following mediation pursuant to Section 5.1 of the Agreement, ICANN and Registry Operator reach agreement resolving the dispute, the parties shall implement such agreement. If the dispute is not resolved through mediation, the dispute shall be resolved through a binding arbitration proceeding pursuant to Section 5.2 of the Agreement. If, upon conclusion of the arbitration proceeding, ICANN’s determination is not fully overturned by the arbitrator, ICANN may delegate and transition the operation of the TLD to a successor registry operator on or following the date the arbitrator released his or her findings. If, upon conclusion of the arbitration proceeding, ICANN’s determination is fully overturned by the arbitrator, then ICANN may not delegate or transition the operation of the TLD based on ICANN’s

determination that the such delegation and transition is necessary to protect the public interest.

(c) For the avoidance of doubt, an Emergency Operator will not be considered a successor registry operator for purposes of this Section 4.5. In addition, this Section 4.5 shall not prohibit ICANN from accepting applications for or delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of the Agreement.

5. Registry Operator agrees to conduct internal reviews at least once per calendar year to ensure that the TLD meets the requirements of the definition of a .Brand TLD. Within 20 calendar days following the end of each calendar year, Registry Operator will provide ICANN with the results of its internal review(s), along with a certification executed by one of its executive officers certifying that the TLD meets the requirements of the definition of a .Brand TLD. These materials will be submitted to ICANN by via email at [\_\_\_\_@icann.org]. Registry Operator agrees that ICANN may publicly post the results of Registry Operator's review and certification, but ICANN will keep confidential and not publish any information that is, and Registry Operator has marked as, Confidential Information, other than in compliance with Section 7.15 of the Agreement. ICANN may specify in the future the form and content of these reports or inform Registry Operator that the reports be delivered by other reasonable means.
6. Registry Operator must promptly notify ICANN in writing of any change to the TLD that could cause the TLD to fail to meet the requirements of the definition of a .Brand TLD. In addition, Registry Operator agrees to provide ICANN with any amendment or modification to the registration policies for the TLD that could potentially disqualify the TLD as a .Brand TLD.
7. For purposes of this Specification 13, the following terms shall have the following meanings:
  - 7.1 ".Brand TLDs" are TLDs where:
    - (i) the TLD string is identical to the textual elements protectable under applicable law, of a registered trademark valid under applicable law, which registered trademark:
      - a. is recorded with, and issued a signed mark data file by, the Trademark Clearinghouse or any successor or alternative trademark validation authority appointed by ICANN, if such trademark meets the eligibility requirements of such validation authority (provided that Registry

- Operator is not required to maintain such recordation for more than one year);
- b. is owned and used by the Registry Operator or its Affiliate in the ordinary course of Registry Operator's or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration;
  - c. was issued to Registry Operator or its Affiliate prior to the filing of its TLD registry application with ICANN;
  - d. is used throughout the Term continuously in the ordinary course of business of Registry Operator or its Affiliate in connection with the offering of any of the goods and/or services identified in the trademark registration;
  - e. does not begin with a period or a dot; and
  - f. is used by Registry Operator or its Affiliate in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services; and
- (ii) only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD;
  - (iii) the TLD is not a Generic String TLD (as defined in Specification 11); and
  - (iv) Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration.

7.2 "Trademark Licensee" means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .Brand TLD string operated by Registry Operator, where:

- (i) such license is valid under applicable law;
- (ii) such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
- (iii) such trademark is used continuously in that entity's business throughout the Term; and
- (iv) the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.



### **Attachment 3**

#### **.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

Deutsche Post AG ("Registry Operator"), in connection with the execution of the Registry Agreement for the .DHL TLD (the "Registry Agreement"), hereby applies for .DHL 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] Deutsche Post.

(see below)



Submitted by:

[REDACTED]

[REDACTED]

Position:

Senior Vice President  
Corporate Brand Marketing  
Deutsche Post DHL

Corporate Domain Manager  
Deutsche Post

Dated:

August 25, 2014

August 25, 2014

Email:

[REDACTED]

[REDACTED]

**Exhibit A**

**Trademark Registration**

*[to be attached by Registry Operator]*



D113

**OAMI** OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR (MARCAS, DIBUJOS Y MODELOS)  
**HABM** HARMONISIERUNGSAMT FÜR DEN BINNENMARKT (MARKEN, MUSTER UND MODELLE)  
**OHIM** OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET (TRADE MARKS AND DESIGNS)  
**OHMI** OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR (MARQUES, DESSINS ET MODÈLES)  
**UAMI** UFFICIO PER L'ARMONIZZAZIONE NEL MERCATO INTERNO (MARCHI, DISEGNI E MODELLI)

**Copia Certificada • Beglaubigte Abschrift • Certified Copy**  
**Copie Certifiée • Copia Autenticata**

*Código de identificación • Identifizierungscode • Identification code •*  
*Code d'identification • Codice di identificazione: PYC6QVZ6NJO5F6VMJWCXMABAYY*

Por el presente se certifica que el documento que se adjunta es una copia conforme del certificado de registro para la marca comunitaria cuyo número y fecha de registro aparecen a continuación.

El documento original puede ser consultado en el enlace de la OAMI <http://oami.europa.eu> introduciendo el código de identificación indicado más arriba.

*Hiermit wird bestätigt, daß die Abschrift, die diesem Beleg beigeheftet ist, eine genaue Abschrift der Eintragungsurkunde ist, die für die Gemeinschaftsmarke mit der nachstehenden Eintragsnummer und dem nachstehenden Eintragungstag ausgestellt wurde.*

*Das Originaldokument kann mittels Eingabe eines Identifizierungscode bei folgender Webadresse <http://oami.europa.eu> eingesehen werden.*

This is to certify that the attached document is an exact copy of the certificate of registration issued for the Community trade mark bearing the registration number and date indicated below.

The original document can be consulted introducing the identification code indicated above at the following OHIM web page link <http://oami.europa.eu>.

*Par la présente, il est certifié que le document annexé est une copie conforme du certificat d'enregistrement délivré pour la marque communautaire portant le numéro et la date d'enregistrement qui figurent ci-après.*

*Le document original peut être consulté sur le site web de l'OHMI <http://oami.europa.eu> en introduisant le code d'identification indiqué ci-dessus.*

Con la presente si certifica che il documento allegato è una copia conforme del certificato di registrazione per il marchio comunitario contrassegnato dal numero e dalla data di registrazione riportati sotto.

Il Documento originale può essere consultato introducendo il codice di identificazione sopra indicato, nel indirizzo <http://oami.europa.eu> della pagina Web della UAMI.

Núm./Nr./No/n°/n.	Fecha/Datum/Date/Date/Data
<b>003865136</b>	<b>20/07/2005</b>

Alicante, 25/08/2014

Guido Fael

Departamento de Dibujos y Modelos y del Registro  
Hauptabteilung Geschmacksmuster und Geschäftsstelle  
Department for Designs and Register  
Département "Dessins et Modèles et Registre"  
Dipartimento Disegni e Modelli e Registro





OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
(TRADE MARKS AND DESIGNS)

Trade Marks and Register Department

Alicante, 26/09/2005

LINKLATERS OPPENHOFF & RÄDLER  
Postfach 10 05 41  
D-50445 Köln  
ALEMANIA

**Certificate of Registration<sup>1</sup>**

**Registration No.:** 003865136  
**Your reference:** L-074847KUJ-APK-BIR  
**Trade Mark:** DHL  
**Applicant:** DHL Operations BV  
Gebouw Office Centre  
Jozef Israelskade 48G  
1072 SB Amsterdam  
PA ?SES BAJOS

Please find enclosed the certificate of registration for Community Trade Mark No. 003865136 which was published in the Community Trade Marks Bulletin no. 2005/039 on 26/09/2005 (see OHIM's website: <http://oami.europa.eu>).

This certificate contains information from the Community Trade Marks Register at the date of registration (see code 151 on the certificate). If you have filed a request for modification of data on or after that date, no new certificate will be issued. You will be notified separately of the change after which an extract from our database may be requested to reflect the administrative status of the mark.

For an explanation of the codes on the certificate please consult the Vademecum on OHIM's website: <http://oami.europa.eu/pdf/mark/vademecum-ctm-en.pdf>.

If you do not agree with the content of this certificate please do not send back the original. You should instead send the Office a letter indicating your objections, which will be dealt with separately.

Catherine DOBSON

<sup>1</sup>in accordance with Rule 24(1) of Commission Regulation (EC) No 2868/95 of 13 December 1995 implementing Council Regulation (EC) No 40/94 on the Community trade mark (<http://oami/en/mark/aspects/reg/reg2868.htm>) ("Community Trade Mark Implementing Regulation" or "CTMIR") (<http://oami.europa.eu>)



Copia Certificada / Beglaubigte Abschrift / Certified Copy / Copie Certifiée / Copia Autenticata  
Certificado de registro de marca comunitaria / Eintragungsurkunde der Gemeinschaftsmarke / Registration certificate of community trade mark / Certificat  
d'enregistrement de marque communautaire / Certificato registrazione di marchio comunitario



**OHIM – OFFICE FOR HARMONIZATION IN THE  
INTERNAL MARKET  
TRADE MARKS AND DESIGNS**

**CERTIFICATE OF REGISTRATION**

This Certificate of Registration is hereby issued for the  
Community Trade Mark identified below. The  
corresponding entries have been recorded in the  
Register of Community Trade Marks.

**HABM – HARMONISIERUNGSAUSSCHUSS FÜR DEN  
BINNENMARKT  
MARKEN, MUSTER UND MODELLE**

**EINTRAGUNGSAUSSCHUSS**

Diese Eintragungsurkunde wird für die unten  
angegebene Gemeinschaftsmarke ausgestellt. Die  
betreffenden Angaben sind in das Register für  
Gemeinschaftsmarken eingetragen worden.

Registered / Eingetragen 20/07/2005

No 003865136

DHL

The President / Der Präsident

Wubbo de Boer

**COPY**



OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
TRADE MARKS AND DESIGNS

HABM – HARMONISIERUNGSAMT FÜR DEN BINNENMARKT  
MARKEN, MUSTER UND MODELLE

210 003865136

220 01/06/2004

400 28/02/2005

151 20/07/2005

450 26/09/2005

186 01/06/2014

541 DHL

731 DHL Operations BV  
Gebouw Office Centre  
Jozef Israelskade 48G  
1072 SB Amsterdam  
NL

740 LINKLATERS OPPENHOFF & RÄDLER  
Börseplatz 1  
50667 Köln  
DE

270 EN DE

511 ES - 16

Papel, cartón y artículos de estas materias (comprendidos en la clase 16); productos de imprenta; material de encuadernación, fotografías; papelería; adhesivos (pegamentos) para la papelería o la casa; material para artistas, pinceles; máquinas de escribir y artículos de oficina (excepto muebles); material de instrucción o de enseñanza (excepto aparatos); materias plásticas para embalaje (comprendidas en la clase 16); caracteres de imprenta; clichés; recipientes para el transporte de papel y de cartón.

ES - 36

Seguros, seguro de envío; obtención de seguros, en particular seguros de transporte; agencias de aduanas (despacho) por cuenta ajena; operaciones de pago electrónicas; negocios financieros; negocios monetarios; negocios inmobiliarios.

ES - 39

Transporte, en particular el transporte por tierra, mar y aire de documentos, mercancías y paquetes; embalaje y almacenaje de mercancías; información en materia de transporte; servicios de corredería de fletes; descarga; informaciones en materia de almacenaje; servicios de mensajería; servicios de logística en el campo del transporte; concentración, transporte y distribución de productos, en particular documentos, envoltorios, envoltorios, cartas y paletas; fletamento; servicios de seguimiento, incluyendo la guía electrónica de productos y artículos, en particular documentos, envoltorios, envoltorios, cartas y paletas (camión y de trazado); administración de almacenes; alquiler de almacenes; organización y tramitación de consignaciones devueltas (gestión de retornos); alquiler de contenedores de almacenaje; correo, flete y servicio de entrega urgente; servicios de consultoría logística; manipulación y ejecución de envíos; suministro de información y datos sobre bases de datos y/o Internet, especialmente en el área del correo por carta, servicios de entrega de paquetes urgentes, reparto de diarios y revistas, despacho y reparto de correos, procesamiento y franqueo de correo; almacenamiento; envío, corretaje y transporte de cargamentos.

CS - 16

Papír, lepenka a zboží vyrobené z těchto materiálů (zařazené do třídy 16); tiskoviny; knižarský materiál, fotografie; papírnické výrobky; lepidla ke kancelářským účelům nebo pro domácnost; materiály pro umělce, štetce; psací stroje a kancelářské potřeby (kromě nábytku); výukový a učební materiál (kromě přístrojů); umělohmotné balící materiály (zařazené do třídy 16); tiskové typy; tiskarské štocky; papírové nebo lepenkové přepravní krabice.

CS - 36

Pojištění; dopravní pojištění; zprostředkování pojištění, zejména na dopravních pojištění; celní deklarace (proclení) pro třetí strany; elektronické platební služby; finanční obchody; peněžní záležitosti; cinnosti související s nemovitostmi.

CS - 39

Přeprava, zejména přeprava dokumentů, zboží a zásilek po zemi, po moři a vzduchem; balení a skladování zboží; dopravní informace; služby v oblasti deklarace nákladů; vykládání nákladu; skladování (informace); kurýrní služby; logistické služby v oboru dopravy; sbírání, přeprava a doručování zboží, zejména dokumentů, zásilek, balíků, dopisů a palet; pronájem lodí; následné služby, zahrnující elektronické sledování zboží a předmětů, zejména dokumentů, zásilek, balíků, dopisů a palet (vyznačení a sledování); spravování skladu zboží; pronájem skladu; organizování a manipulace s navracenými zásilkami (řízení návratů); pronájem skladovacích kontejnerů; poštovní, dopravní a expresní služby; konzultace služby v logistických záležitostech; manipulace a provedení odeslání; poskytování informací a dat v databázích a/nebo na internetu služby, zejména v oblasti dopisních, zásilkových a expresních služeb, distribuce novin a časopisů, dodávka a doručování pošty, zpracování a známkování pošty; skladování; odesílání, deklarace a přeprava nákladů.

DA - 16

Papir, pap og varer fremstillet af disse materialer (indeholdt i klasse 16); tryksager; bogbinderartikler, fotografier, papirhandlervarer; klæbemidler til papirvarer og til husholdningsbrug; artikler til brug for kunstnere, pensler; skrivemaskiner og kontorartikler (dog ikke møbler); instruktions- og undervisningsmateriale (dog ikke apparater); plasticmateriale til emballeringsbrug (indeholdt i klasse 16); tryktyper; klicheer; transportbeholdere af papir eller pap.

DA - 36

Forsikringsvirksomhed; forsikringsvirksomhed inden for spedition; fremskaffelse af forsikringer, især transportforsikringer; toldklareringsvirksomhed (godkendelse) for tredjemand; elektroniske betalinger; finansiel virksomhed; valutarisk virksomhed; ejendomsrådgivningsvirksomhed.

DA - 39

Transport, især transport med lastbil, skib og fly af dokumenter, varer og stykgods; pakning og opbevaring af varer; information vedrørende transport; fragtmæglervirksomhed; aflæsning af fragtgods; levering af oplysninger om opbevaring af varer; kurervirksomhed; logistikvirksomhed inden for transportvirksomhed; indsamling, transport og levering af varer, især dokumenter, stykgods, pakker, breve og paller; bemandning; opfølgning, hvilket omfatter elektronisk sporing af varer og artikler, især dokumenter, stykgods, pakker, breve og paller (opsporing); administration af varelagre; udlejning af pakhuse og lagerum; organisering og håndtering af returnerede forsendelser (returstyring); udlejning af opbevaringscontainere; tjenesteydelser vedrørende post, fragt og ekspresforsendelser; logistikrådgivning; håndtering og udførelse af afsendelse; udbydelse af information og data i databaser og/eller på internettet, især inden for brevpast, stykgods, ekspresforsendelser, omdeling af aviser og blade, forsendelse og levering af post, behandling og frankering af post; oplagring; shippingvirksomhed, mæglervirksomhed og forsendelse af fragt.

DE - 16

Papier, Pappe (Karton) und Waren aus diesen Materialien, soweit sie in Klasse 16 enthalten sind; Druckereierzeugnisse; Buchbinderartikel, Fotografien; Schreibwaren; Klebstoffe für Papier- und Schreibwaren oder für Haushaltszwecke; Künstlerbedarfartikel, Pinsel; Schreibmaschinen- und Büroartikel (ausgenommen Möbel); Lehr- und Unterrichtsmittel (ausgenommen Apparate); Verpackungsmaterial aus Kunststoff

No 003865136

1/6

Identification Code: PYC6QVZ6NJO5F6VMJWCXMBAYY

COPY

7c 6d



OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
 TRADE MARKS AND DESIGNS

HABM – HARMONISIERUNGSAMT FÜR DEN BINNENMARKT  
 MARKEN, MUSTER UND MODELLE

(soweit es in Klasse 16 enthalten ist): Drucklettern; Druckstöcke; Transportbehälter aus Papier oder Pappe (Karton).

DE - 36

Versicherungswesen; Transportversicherung; Beschaffung von Versicherungen, insbesondere Transportversicherungen; Zolabfertigung für Dritte; elektronischer Zahlungsverkehr; Finanzwesen; Geldgeschäfte; Immobilienwesen.

DE - 39

Transportwesen, insbesondere Transport von Dokumenten, Waren und Paketen zu Lande, auf dem Wasser und in der Luft; Verpackung und Lagerung von Waren; Auskünfte über Transportangelegenheiten; Dienstleistungen eines Frachtmaklers; Entladen von Frachten; Erteilung von Auskünften über Lagerhaltung; Kurierdienste; Logistikdienstleistungen auf dem Gebiet des Transportwesens; Abholung, Transport und Zustellung von Waren, insbesondere von Dokumenten, Paketen, Päckchen, Briefen und Paletten; Vermittlung von Schiffsladungen (Befrachtung); Sendungsverfolgung durch elektronische Standortbestimmung von Waren und Gütern, insbesondere von Dokumenten, Paketen, Päckchen, Briefen und Paletten (Warenverfolgung); Verwaltung von Warenlagern; Vermietung von Lagern; Organisation und Abwicklung von retournierten Sendungen (Retourenmanagement); Vermietung von Lagerbehältern; Post-, Fracht- und Expressdienste; Logistikberatung; Versandabwicklung und -ausführung; Bereitstellung von Informationen und Daten über Datenbanken und/oder das Internet, insbesondere im Bereich Briefpost-, Paket- und Expressdienste, Zeitungs- und Zeitschriftenvertrieb, Postversand und -zustellung, Bearbeitung und Frankierung von Post; Lagerhaltung; Transport, Maklerdienste und Versand von Frachtgut.

ET - 16

Paber, kartong ning tooted nendest materjalidest (sealhulgas klassis 16): trükitooted; raamatukõtematerjal, fotod; kirjatarbed; liim (kontori- või kodutarbed); kunstitarbed ja maalmispintslid; kirjutusmasinad ja kontoritarbed (v.a mööbel); õppematerjalid (v.a seadmed); plastikust pakkematerjalid (klassis 16); trükitüübid; kliiseed; paberi või papi transpordikonteinerid.

ET - 36

Kindlustus; transpordikindlustus; kindlustuste, eelkõige transpordikindlustuste hankimine; tollimaaklerlus (lääbivaatus) kolmandatele osapooltele; elektroonilised makseteenused; finantstehingud; rahatehingud; kinnisvaratehingud.

ET - 39

Dokumentide, kaupade ja pakkide transport, eriti maa-, vee- ja õhustransport; kaupade pakendamine ja ladustus; transporditeave, -info; prahtimisteenused; kaupade mahalaadimine; informatsioon (ladustus-), ladustusteave, -info; käskjalateenused; logistikateenused transpordi alal; kaupade, eelkõige dokumentide, pakkide, pakettide, kirjade ja kaubaaluste kogumine, transport ja kättetoimetamine; prahtimine; järelekontrolliteenused, mis sisaldavad kaupade ja esemete, eriti dokumentide, pakkide, pakettide, kirjade ja kaubaaluste elektroonilist jälgimist (jälgimine ja jälitamist); laohaldus; ladude üürimine, rentimine; tagastatud kaubasaadetuste organiseerimine ja haldus (tagastuste haldus); ladustuskonteinerite üürimine, laenus, rentimine; posti, prahtimis- ja ekspressteenused; logistikaalased konsultatsiooniteenused; saadetiste kättetamine ja sooritamine; teabe ja andmete pakumine andmebaasidest ja/või Internetist, eriti kirjapostist, paki- ja ekspressteenustest, ajalehtedest ja ajakirjade levitamise, postiveo ja kättetoimetamise, töötlemise ja frankeerimise alal; ladustamine, ladustus; lastivedu, -vahendus ja edastamine.

EL - 16

Χαρτί, χαρτόνι και είδη από αυτά τα υλικά (περιλαμβανόμενα στην κλάση 16): έντυπα και υλικά

βιβλιοδεσίας, φωτογραφίες, χαρτί, χαρτόνι, είδη: κόλλες για χαρτί, οικιακές χημικές υλικά για καλλιτέχνες, χρωστική (πινέλα), ψαφολιθωμένες και είδη γραφείου (εκτός των επίπλων): παιδαγωγικό ή εκπαιδευτικό υλικό (εκτός συσκευών): πλαστικά υλικά συσκευασίας (περιλαμβανόμενα στην κλάση 16): τυπογραφικά στοιχεία: στενότυπα (κλισέ): εμπορεύματα οικιακής μεταφοράς προϊόντων από χαρτί ή χαρτόνι.

EL - 36

Ασφάλειες: ασφάλεια στην αποστολή προϊόντων: ασφάλιση, ειδικότερα ασφάλειες μεταφορών: εκτελωνισμός (εκκαθάριση) για λογαριασμό τριτών: ηλεκτρονική διεξαγωγή πληρωμών: χηματο-οικονομικές υποθέσεις: νομισματικές υποθέσεις: κτηματομεσιτικές υποθέσεις.

EL - 39

Μεταφορές, ειδικότερα χερσαία, θαλάσσια, και αεροπορική μεταφορά εγγράφων, προϊόντων και δερμάτων: συσκευασία και αποθήκευση εμπορευμάτων: παροχή πληρωμών σχετικά με τις μεταφορές: υπηρεσίες μεσιτείας μεταφορών: εκφορτώσεις: αποθήκευση πληρωμών: υπηρεσίες ταχυμεταφοράς: υπηρεσίες εφοδιαστικής στον τομέα των μεταφορών: συλλογή, μεταφορά και παράδοση προϊόντων, ειδικότερα εγγράφων, δερμάτων, πακέτων, επιστολών και παλετών: ναυλωμένες υπηρεσίες: παροχή ακολουθίας, όπου περιλαμβάνεται η ηλεκτρονική ιχνηλάτηση προϊόντων και αντικειμένων, ειδικότερα εγγράφων, δερμάτων, πακέτων, επιστολών και παλετών (ιχνηλάτηση και εντοπισμός): διαχείριση αποθηκών προϊόντων: μίσθωση αποθηκών: οργάνωση και διεκπεραίωση επιστολών: εφορμή των αποστολών (διαχείριση επιστολών): εκμίσθωση εμπορευματοκιβωτίων αποθήκευσης: υπηρεσίες ταχυδρομικές, μεταφορές εμπορευμάτων και ταχυμεταφορών: υπηρεσίες παροχής συμβουλών σε θέματα εφοδιαστικής: διεκπεραίωση και εκτέλεση αποστολών: παροχή πληρωμών: χημικών και δεδομένων σε βάσεις δεδομένων και/ή το Διαδίκτυο, ειδικότερα στον τομέα των υπηρεσιών ταχυδρομικής επικοινωνίας, πακέτων και ταχυμεταφορών, διανομή εφημερίδων και περριοδικών, αποστολή διάθεσης και διανομή αλληλογραφίας, επεξεργασία αλληλογραφίας και ατελής ταχυδρομική αποστολή: υπηρεσίες συσκευασίας προϊόντων της διαμετακόμισης: αποστολή, μεσιτεία και παροχή φρεσών.

EN - 16

Paper, cardboard and goods made from these materials, (included in class 16); printed matter; bookbinding material, photographs; stationery; adhesives for stationery or household purposes; artists' materials, paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging, (included in class 16); printing types; printing blocks; transport containers of paper or cardboard.

EN - 36

Insurance; transport insurance; procurement of insurances, in particular transport insurances; customs brokerage (clearance) for third parties; electronic payment transactions; financial affairs; monetary affairs; real estate affairs.

EN - 39

Transport, in particular transport by land, sea and air of documents, goods and parcels; packaging and storage of goods; transportation information; services of a freight brokerage; unloading cargo; storage information; courier services; logistic services in the field of transport; collecting, transport and delivering of goods, in particular documents, parcels, packets, letters and pallets; freighting; follow-up services, involving the electronic tracking of goods and items, in particular documents.

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Alicante, 25/08/2014

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OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
TRADE MARKS AND DESIGNS

HABM – HARMONISIERUNGSAMT FÜR DEN BINNENMARKT  
MARKEN, MUSTER UND MODELLE

ments, parcels, packets, letters and pallets (track and tracing); warehouse management; rental of warehouses; organisation and handling of returned consignments (returns management); rental of storage containers; mail, freight and express services; consulting services in logistic affairs; dispatch handling and execution; providing of information and data on databases and/or the Internet, especially in the area of letter mail, parcel and express services; distribution of newspapers and magazines; shipment and delivery of mail, processing and franking of mail; warehousing; shipping, brokerage and forwarding of cargo.

FR - 16

Papier, carton et produits en ces matières (compris dans la classe 16); produits de l'imprimerie; matériel pour reliures, photographies; papeterie; adhésifs (matières collantes) pour la papeterie ou le ménage; matériel pour les artistes, pinceaux; machines à écrire et articles de bureau (à l'exception des meubles); matériel d'instruction ou d'enseignement (à l'exception des appareils); matières plastiques pour l'emballage (comprises dans la classe 16); caractères d'imprimerie; clichés; conteneurs de transport en papier ou carton.

FR - 36

Assurances; assurances en matière d'expédition; fourniture d'assurances, en particulier d'assurances en matière de transports; agences en douane (autorisation) pour le compte de tiers; service de paiement au moyen de monnaie électronique; affaires financières; affaires monétaires; affaires immobilières.

FR - 39

Transport, en particulier transport par terre, mer et air de documents, marchandises et colis; emballage et entreposage de marchandises; informations en matière de transport; services de courtage de fret; déchargement; informations en matière d'entreposage; services de messagerie; services logistiques dans le domaine des transports; prise, transport et livraison de marchandises, en particulier documents, colis, paquets, lettres et palettes; affrètement; services de suivi, y compris le pistage électronique de produits et articles, en particulier documents, colis, paquets, lettres et palettes (pistage et traçage); gestion d'entrepôts de marchandises; location d'entrepôts; organisation et manutention de livraisons retournées (gestion des retours); location de conteneurs d'entreposage; services de courrier, fret et transport express; services d'assistance en matière d'affaires logistiques; manipulation et exécution d'expéditions; fourniture d'informations et de données relatives à des bases de données et/ou l'internet, en particulier dans le domaine du courrier, des colis et services de transport express, de la distribution de journaux et magazines, de l'envoi et de la livraison postale, du traitement et de l'affranchissement du courrier; stockage; expédition, courtage et envoi de cargaisons.

IT - 16

Carta, cartone e prodotti in queste materie (compresi nella classe 16); stampati; articoli per legatoria, fotografie; cartoleria; adesivi (materie collanti) per la cartoleria o per uso domestico; materiale per artisti, pennelli; macchine da scrivere e articoli per ufficio (esclusi i mobili); materiale per l'istruzione o l'inssegnamento (tranne gli apparecchi); materie plastiche per l'imballaggio (comprese nella classe 16); caratteri tipografici; cliché; contenitori di carta o di cartone per il trasporto.

IT - 36

Assicurazioni; assicurazioni per la spedizione; acquisizione d'assicurazioni, in particolare assicurazioni sul trasporto; agenzie in dogana (sdoganamento) a favore di terzi; pagamenti tramite sistemi elettronici; affari finanziari; affari monetari; affari immobiliari.

IT - 39

Trasporto, in particolare trasporto terrestre, marittimo e aereo di documenti, merci e pacchi; imballaggio e deposito di merci; informazioni in materia di trasporti; mediazione nel carico; scarico; informazioni in materia d'immagazzinamento; servizi di comieri; servizi logistici di trasporto; ritiro, trasporto e consegna di prodotti, in particolare documenti, colli, pacchetti, lettere e pallet; noleggio (di navi); servizi di controllo, comprendenti la localizzazione elettronica di prodotti e articoli, in particolare documenti, colli, pacchetti, lettere e pallet (servizi di controllo e localizzazione); amministrazione di magazzini; noleggio di magazzini; organizzazione e manutenzione di consegne rimandate al mittente (gestione resi); noleggio di container di deposito; servizi postali, merci ed espressi; consulenza in materia di logistica; gestione ed esecuzione di spedizioni; informazioni e dati su banche dati e/o Internet, in particolare in materia di servizi per lettere, pacchi ed espressi, distribuzione di giornali e riviste, spedizione e consegna della posta, trattamento e affrancatura della corrispondenza; immagazzinamento; spedizione, intermediazione ed invio di merci.

LV - 16

Papīrs, kartons un no šiem materiāliem izgatavotus precēs (kas iekļautas 16. klasē); iespiedprodukcija; grāmatu siešanas materiāli; fotogrāfijas; raksti; līmvielas biroja vai mācību vajadzībām; materiāli māksliniekiem, otas; raksti mākslināšanai un kancelejas piederumi (izņemot mēbeles); mēbeļu un uzskates līdzekļi (izņemot aparātūru); plastmasas materiāli iesaiņošanas vajadzībām (ietverti 16. Klasē); drukas iekārtu iespiedzīmes; klišējas; papīra vai kartona kastes transportēšanai.

LV - 36

Apdrošināšana; transporta apdrošināšana; apdrošināšanu iepirkšana, jo īpaši transporta apdrošināšanu; muitas starpniecība (multojums) trešām pusēm; elektronisko maksājumu pakalpojumi; finanšu lietas; darījumi ar naudu; nekustamā īpašuma lietas.

LV - 39

Pakalpojumi, jo īpaši dokumentu, izstrādājumu un sūtījumu pakalpojumi, jo īpaši sauszemē, jūrā un gaisā; preču iesaiņošana un uzglabāšana; transportēšanas informācija; kravu pakalpojumi, jo īpaši starpniecības pakalpojumi; izkraujamā krava; uzglabāšanas informācija; kurjeru pakalpojumi; loģistikas pakalpojumi transporta jomā; preču apkošana, pakalpojumi, pieņemšana un piegāde, jo īpaši dokumentu, sūtījumu, paciņu, vēstuļu un transporta platformu; frakta pakalpojumi; papildu pakalpojumi, ieskaitot preču un vienumu elektronisko izsekošanu, jo īpaši dokumentu, sūtījumu, paciņu, vēstuļu un transporta platformu izsekošana (kurss un izsekošana); noliktavas vadība; noliktavu noma; apgrozījuma preču izlaidē organizēšana un apstrāde (apgrozījuma vadība); uzglabāšanas konteineru noma; pasta, kravas pakalpojumi, jo īpaši kurjeru pakalpojumi; konsultāciju pakalpojumi loģistikas jautājumos; sūtījuma apstrāde un izpilde; informācija un datu nodrošināšana datu bāzēs un/vai internetā, jo īpaši vēstuļu pasta, sūtījumu un kurjeru pakalpojumu jomā, lai rakstu un zīmējumu izplatīšanas, pasta piegādes un nosūtīšanas, pasta apstrādes un apzīmogošanas jomā; uzglabāšana noliktavās; kravas sūtīšana, starpniecība un sūtīšana.

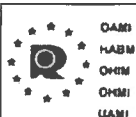
LT - 16

Popierius, kartonas ir prekės iš šių medžiagų (priskirtos 16 klasei); spaudiniai; knygų ir šimo medžiagos, fotonuotraukos; raštinės reikmenys; kilijai raštinės arba buities reikmėms; daiktinių medžiagų, teptukai; rašomosios mašinėlės ir biuro reikmenys (išskyrus baldus); mokomoji medžiaga (išskyrus aparatus); plastikinės medžiagos, skirtos įpakavimui (neprikirto kitoms klasėms); šriftas (poligrafija); spaustuvinės klišės; popieriaus ar kartono dėžės kroviniams gabenti.

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LT - 36

Draudimas; krovinių draudimas; draudimo paslaugos, ypač? krovinių draudimas; muitinės tarpininkų paslaugos (prekių išmuitinimas) tretiesiems asmenims; elektroninio mokėjimo paslaugos; finansiniai reikalai; piniginiai reikalai; nekilnojamojo turto reikalai.

LT - 39

Dokumentų, prekių ir siuntinių gabenimas, ypač? gabenimas sausuma, jūra ir oru; prekių pakavimas ir saugojimas; informacija apie vežimą; frachto tarpininkų paslaugos; krovinių iškrovimas; informacija apie sandėliavimą; kurjerių paslaugos; logistikos paslaugos, susijusios su krovinių gabenimu; prekių, ypač? dokumentų, siuntinių, paketų ir kilmėjimo platformų surinkimas, gabenimas ir pristatymas; frachto paslaugos [krovinių vežimo] paslaugos; su tuo susijusios paslaugos, apimančios elektroninę prekių ir daiktų, ypač? dokumentų, siuntinių, paketų, laisvų ir kilmėjimo platformų, paiešką (paieška ir buvimo vietos nustatymas); sandėlių vadyba; sandėlių nuoma; grąžintų prekių tvarkymas (grąžintų prekių vadyba); sandėlių konteinerių nuoma; pašto, krovinių gabenimo ir skubaus gabenimo paslaugos; konsultacijos logistikos klausimais; skubių pavedimų tvarkymas ir atlikimas; informacijos ir duomenų teikimas duomenų bazėse ar Internetu, ypač? susijusių su laisvų paštu, siuntinių ir skubaus gabenimo paslaugomis, laikraščių ir žurnalų platinimu, pašto gabenimu jūra ir pristatymu, pašto tvarkymu ir frankavimu; sandėliavimo paslaugos; krovinių plukdymas ir persiuntimas, tarpininkavimo paslaugos.

HU - 16

Papir, kartonpapir és ezekből az anyagokból készült (16. osztályba sorolt) áruk; nyomtatványok; könyvkötő anyagok, fényképek; írószerek/papíráruk; ragasztószerek/-anyagok írószerekhez/papíráruhoz vagy háztartási használatra; művész anyagok, festő ecsetek; írógépek és íróasztalok (bűtor kivételével); oktatási és képzési anyag (készülékek kivételével); műanyag csomagolóanyagok (a 16. Osztályban szereplő); nyomdai betűk; nyomdócok; papír és kartonpapír dobozok szállításhoz.

HU - 36

Biztosítás; fuvarozási biztosítás; biztosítások, különösen fuvarozási biztosítás beszerzése; vámügynökségi (vámkezelési) szolgáltatások mások számára; elektronikus fizetési szolgáltatások; pénzügyek; monetáris ügyek; ingatlanügyek.

HU - 39

Fuvarozás, különösen dokumentumok, áru és csomagok szállítása szárazföldön, vízi és légi úton; csomagolás és tárolás (áru-); szállítási/szállítmányozási információ; fuvarozási ügynöki szolgáltatások; kargo lerakása; információnyújtás tárolással kapcsolatban; futár szolgáltatások; logisztikai szolgáltatások a fuvarozás terén; áruk, különösen dokumentumok, küldemények, csomagok, és raklapok felvétele, fuvarozása és kiszállítása; szállítmányozás; követő szolgáltatások, melyek áruk és tárgyak, különösen dokumentumok, küldemények, csomagok, levelek és raklapok elektronikus nyomon követését tartalmazzák (követés); raktárvezetés; bérlet/bérbeadás (raktár -); visszaküldött küldemények rendezése és kezelése; bérlet/bérbeadás (tárolásra használt konténer -); levélszállítás, teherfuvarozási és gyorskúldő szolgáltatások; logisztikai kérdésekkel kapcsolatos konzultációs szolgáltatások; táviratok kezelése és továbbítása; információk és adatok szolgáltatása adatbázisokról és/vagy az internetről, különösen levél-, küldemény-, csomag- és gyorskúldési szolgáltatásokról, hírlapterjesztésről, küldemények fuvarozásáról és kézbesítéséről, küldemények feldolgozásáról és bérmentesítéséről; raktározás; teheráru szállítása, kezelése és fuvarozása.

MT - 16

Karti, kartuncin u oġġetti magħmula minn dawn il-materjali (inklużi fi klassi 16); materjal stampat; materjal għall-legatura,

ritratti; kartoleriji; sustanza li twaħħal għall-użu ta' kartolerija jew tad-dar; materjali għall-artisti, pniezel; taprajters u oġġetti neċessarji għall-uċċju (apparti l-ghamara); materjal istruttiv u ta' tagħlim (ħlief apparat); materjali tal-plastik għall-ippakkar (inklużi fi klassi 16); tipa tal-printer; inċiżjonijiet ta' l-istampar; kontenituri tal-trasport tal-karti jew tal-kartun.

MT - 36

Assigurazzjoni; assigurazzjoni kontra r-riskji tal-trasport; il-kisb ta' assigurazzjonijiet, b'mod partikolari assigurazzjonijiet kontra r-riskji tal-trasport; senserija tad-dwana (żdoganar tal-merkanzija) għal partijiet terzi; servizzi elettronici ta' ħlas; affarijiet finanzjarji; affarijiet monetarji; affarijiet ta' proprjetà immobli.

MT - 39

Trasport, b'mod partikolari ta' trasport fuq l-art, bil-baħar u bl-ajru ta' dokumenti, merkanzija u pakki; l-ippakkjar u l-ħżin ta' oġġetti; informazzjoni dwar it-trasport; servizzi ta' senserija fuq it-trasport ta' merkanzija; ħatt ta' tagħbija; il-ħażna ta' informazzjoni; servizzi ta' kurrier; servizzi ta' logistika fil-qasam tal-trasport; il-ġbir, it-trasport u l-kunsinna tal-merkanzija, b'mod partikolari ta' dokumenti, pakki, pakketti, ittri u pälits; servizzi ta' ġarr ta' merkanzija; it-ħkomplja ta' servizzi mibdija, li jinvolvu l-intraċċar ta' merkanzija u oġġetti, b'mod partikolari ta' dokumenti, pakki, pakketti, ittri u pälits (segwiment u intraċċar); amministrazzjoni ta' maħżen; kiri ta' maħżen; l-organizzazzjoni u l-ġestjoni ta' kunsinni ritornati (amministrazzjoni ta' ritorn); il-kiri ta' kontenituri tal-ħżin; servizzi ta' posta, trasport ta' merkanzija u ta' servizz bl-esspress; servizzi ta' konsulenza fuq affarijiet ta' logistika; il-ġestjoni u l-eżekuzzjoni ta' kunsinni; il-provvista ta' informazzjoni u data fuq bażijiet tad-data u/jew l-Internet, speċjalment fil-qasam ta' servizzi ta' posta ta' l-ittri, pakki u servizzi ta' esspress, tqassim ta' gazzetti u maġažinijiet, il-ġarr fuq vapur u l-kunsinna ta' posta, l-ip-proċessar u l-iffrankar ta' posta; iż-żamma ta' oġġetti fi maħżen; it-trasport bil-baħar, is-senserija u l-kunsinna ta' tagħbija ta' merkanzija.

NL - 16

Papier, karton en hieruit vervaardigde producten (voorzoover begrepen in klasse 16); drukwerken; boekbinderswaren, foto's; schrijfbehoeften; kleefstoffen voor kantoorgebruik of voor de huishouding; materiaal voor kunstenaars, penselen; schrijfmachines en kantoorartikelen (uitgezonderd meubelen); leermiddelen en onderrichtsmateriaal (uitgezonderd toestellen); plastic materialen voor verpakking (voorzoover begrepen in klasse 16); drukletters; clichés; dozen van papier of karton voor transport.

NL - 36

Verzekeringen; verschepingsverzekeringen; verwerving van assurantiën, met name vervoersverzekeringen; douanediens-ten (inklaring) voor derden; elektronisch betalingsverkeer; financiële zaken; monetaire zaken; makelaardij en handel in onroerende goederen.

NL - 39

Vervoer, met name vervoer over land, over zee en door de lucht van documenten, goederen en pakketten; verpakking en opslag van goederen; inlichtingen op het gebied van transport; makelaardij in bevrachting; lossingsdiensten; inlichtingen op het gebied van opslag; koeriersdiensten; logistieke diensten op het gebied van transport; het verzamelen, vervoeren en afleveren van goederen, met name documenten, pakjes, pakketten, brieven en pallets; charterdiensten; vervolgdiens-ten, waaronder het elektronisch volgen van goederen en zaken, met name documenten, pakjes, pakketten, brieven en pallets (traceren en volgen); beheer van goederenmagazijnen; verhuur van opslagruimten; organisatie en verwerking van retourgoederen (beheer van retourgoederen); verhuur van opslagcontainers; post-, vracht- en expressdiensten; advise-

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ring inzake logistiek; verwerking en uitvoering van verzendingen; het verstrekken van informatie en gegevens omtrent databases en/of internet, met name op het gebied van post, pakketten en expressdiensten, verspreiding van kranten en tijdschriften, verschepping en aflevering van post, verwerking en frankering van post; opslag; verschepping, makelaardij en doorsturen van vracht.

PL - 16

Papier, tektura oraz przedmioty wykonane z tych materiałów (zawarte w klasie 16); materiały drukowane; materiały intrygujące, fotografie; artykuły papiernicze; materiały przyklepne do papieru listowego lub do użytku domowego; sprzęt dla artystów, pędzle do malowania; maszyny do pisania i sprzęt biurowy (z wyjątkiem mebli); materiał instruktażowy i dydaktyczny (z wyjątkiem urządzeń); materiały z tworzyw sztucznych do pakowania (zawarte w klasie 16); drukarskie (tagmy -); matryce do druku ręcznego; pojemniki z papieru lub tektury używane do transportu.

PL - 36

Ubezpieczenia; ubezpieczenie przewozowe; ubezpieczenia, w szczególności ubezpieczenia przewozowe; reprezentowanie osób trzecich w urzędzie celnym (odprawa celna); usługi w zakresie elektronicznych płatności; finanse; sprawy monetarne; sprawy związane z nieruchomościami.

PL - 39

Usługi transportowe, w szczególności przewóz dokumentów, towarów i paczek drogą lądową, morską lub lotniczą; pakowanie i składowanie towarów; informacja transportowa; usługi spedycyjne; rozładunek towarów; informacja o składowaniu; usługi kurierskie; usługi logistyczne transportowe; odbiór, transport i dostawa towarów, w szczególności dokumentów, paczek, pudełek, listów i palet (załadowniczych); czarterowanie; usługowe określanie statusu przesyłki obejmujące elektroniczne śledzenie towarów i rzeczy, w szczególności dokumentów, paczek, pudełek, listów i palet załadowniczych (track and tracing); zarządzanie magazynem; wynajmowanie magazynów; organizacja i obsługa zwrotów przesyłek towarowych (zarządzanie zwrotami); wypożyczanie kontenerów magazynowych; usługi pocztowe, spedycyjne i ekspresowe; usługi konsultacyjne w zakresie logistyki; obsługa i realizacja wysyłki; udostępnianie, z wykorzystaniem baz danych i/lub Internetu, informacji i danych dotyczących w szczególności przesyłek listowych, paczek i usług ekspresowych, dystrybucji gazet i czasopism, wysyłki i dostarczania poczty, sposobu obsługi i opłat za przesyłki pocztowe; magazynowanie; wysyłka, usługi spedycji towarów i tranzytowe.

PT - 16

Papel, cartão e produtos nestas matérias, incluídos na classe 16; produtos de impressão; artigos para encadernação, fotografias; papelaria; adesivos (matérias colantes) para papelaria ou para uso doméstico; material para artistas, pincéis; máquinas de escrever e artigos de escritório (com excepção dos móveis); material de instrução ou de ensino (com excepção dos aparelhos); matérias plásticas para a embalagem (incluídas na classe 16); caracteres de impressão; clichés (estereótipos); recipientes de transporte em papel ou em cartão.

PT - 36

Seguros; seguro marítimo (de transporte); mediação de seguros, em especial seguros de transporte; despacho alfandegário para terceiros; operações de pagamento electrónicas; negócios financeiros; negócios monetários; negócios imobiliários.

PT - 39

Transporte, em especial transporte terrestre, marítimo e aéreo de documentos, mercadorias e encomendas; embalagem e entreposto de mercadorias; informações sobre transporte; serviços de transitários; descarga; informações sobre armazenamento, depósito; serviços de correio especial; serviços

logísticos no domínio dos transportes; recolha, transporte e entrega de mercadorias, em especial documentos, encomendas, pacotes, cartas e paletes; fretamento; serviços de acompanhamento, envolvendo a localização electrónica de mercadorias e artigos, em especial documentos, encomendas, pacotes, cartas e paletes (localização e acompanhamento); gestão de armazéns; aluguer de armazéns; organização e manuseamento de remessas devolvidas (gestão das devoluções); aluguer de contentores de armazenamento; serviços de correio, de fretes e de correio expresso; serviços de consultadoria no domínio da logística; coordenação e execução da expedição; fornecimento de informações e dados através de bases de dados e/ou da Internet, em especial na área do correio postal, serviços de encomendas e de expresso, distribuição de jornais e revistas, envio e distribuição de correio, processamento e franquia de correio; armazenagem; embarque, corretagem e expedição de carga.

SK - 16

Papier, lepenka a tovary vyrobené z týchto materiálov (zahrnuté v 16. triede); tlačové písmo; knižnicový materiál, fotografie; papierový materiál; lepidlá kancelárske alebo pre domácnosť; maliarske materiály, maliarske štetce; písacie stroje a kancelárske potreby (okrem nábytku); inštruktážne a učebné potreby (okrem zariadení); plastické materiály na balenie (zahrnuté v 16. triede); tlačové písmo; štôpky; prepravné škátule z papiera alebo z kartónu.

SK - 36

Poistenie; dopravné poistenie; sprostredkovanie poisťovní, najmä dopravných poisťovní; colné sprostredkovanie (povolenia) pre tretiu stranu; elektronické platobné služby; finančné obchody; menové záležitosti; reálné záležitosti.

SK - 39

Doprava, hlavné doprava dokumentov, tovaru a zásielok zemnou, lodnou a leteckou dopravou; balenie a uskladnenie tovaru; informácie o doprave; služby sprostredkovania nákladnej dopravy; vyloženie nákladu; informácie (uchovávanie -); kuriérske služby; logistické služby v oblasti dopravy; zhromažďovanie, doprava a doručovanie tovaru, hlavné dokumentov, zásielok, balíkov, listov a palet; prenájom dopravných prostriedkov; služby na sledovanie, vrátane elektronického sledovania tovaru a predmetov, hlavné dokumentov, zásielok, balíkov, listov a palet (dráha a sledovanie); skladový manažment; prenájom skladísk; usporadúvanie a narábanie s vrátaných zásielok (manažment navrátených zásielok); prenájom skladovacích kontajnerov; poštové, nákladné a expresné služby; konzultácie služby ohľadom záležitostí logistiky; obstarávanie a vybavovanie telegramov; zaobstarávanie informácií a dát v databázach a/alebo na internete, hlavné v oblasti listových, zásielkových a expresných služieb, rozširovanie novin a časopisov, expedovanie a doručovanie pošty, spracovávanie a frankovanie poštových zásielok; skladovanie; expedovanie, sprostredkovanie a zasielanie nákladu.

SL - 16

Papir, lepenka in izdelki iz teh materialov (iz 16. razreda); tiskani izdelki; knjigovozni material, fotografije; pisalne potrebe; lepila za pisarniške ali gospodinjske namene; materiali za umetnike, opisi; pisalni stroji in pisarniški pripomočki (razen pohištva); pougovalni material (razen naprav); plastični materiali za pakiranje (iz 16. razreda); tiskarske; kilešje; transportna ovojina iz papirja ali lepenke.

SL - 36

Zavarovanje; zavarovanje transporta; pridobivanje zavarovanj, zlasti zavarovanj transporta; posredništvo pri canjenju za tretjo osebo; elektronske plačilne storitve; finančne zadeve; denarni posli; nepremičninski posli.

SL - 39

No 003865136

5/6

Identification Code: PYC6QVZ6N305F6VNMJWCXMBAYY



OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET  
TRADE MARKS AND DESIGNS

HABM – HARMONISIERUNGSAMT FÜR DEN BINNENMARKT  
MARKEN · MUSTER UND MODELLE

Transport dokumentov, blaga in paketov, zlasti transport po kopnem, morju in zraku; pakiranje in shranjevanje/skladiščenje blaga; informacije o transportu; storitve tovomega posredovanja; razkladanje tovora; informacije o skladiščanju; kurirske storitve; logistične storitve na področju transporta; pobiranje, transport in dostava blaga, zlasti dokumentov, paketov, zavojev, pisem in palet; natovarjanje ladij; sledilne storitve, ki obsegajo elektronsko sledenje blaga in posameznih predmetov, zlasti dokumentov, paketov, zavojev, pisem in palet (sledenje in iskanje); vodenje skladišč; oddajanje skladišč v najem; organizacija in vodenje vremenih pošilk (upravljanje z vremenim blagom); izposoja skladiščnih kontejnerjev; poštno, tovorno in ekspresne storitve; storitve svetovanja v logistiki; vodenje in izvajanje odpreme; zagotavljanje informacij in podatkov o podatkovnih bazah in/ali internetu, zlasti na področju storitev pisemske, paketne in ekspresne pošte, distribucije, časopisov in revij, pošiljanje in dostava pošte, obdelava in frankiranje pošte; skladiščenje; odprema blaga, posredništvo in špedicija blaga.

FI - 16

Paperi, pahvi ja niistä tehdyt tavarat (luokassa 16); painotuotteet; kirjansidontamateriaalit, valokuvat; paperikauppatavarat; paperi- ja kotitalousliimat; taiteilijantarvikkeet, siveltimet; kirjoituskoneet ja konttoritarvikkeet (paitsi huonekalut); neuvontaja opetusvälineet (paitsi laitteet); muoviset pakkaustarvikkeet (luokassa 16); painokirjasimet; painolaatat; paperiset tai pahviset kuljetusrasiat.

FI - 36

Vakuutustoiminta; kuljetusvakuutukset; vakuutusten, erityisesti kuljetusvakuutusten, hankinta; tullaus (tulliselvitys) kolmansille osapuolille; elektroninen maksuliikenne; rahatalousasiat; rahanasiat; kiinteistöasiat.

FI - 39

Kuljetus, erityisesti asiakirjojen, tavaroiden ja postipakettien kuljetus maitse, meritse ja ilmateitse; tavaroiden pakkaus ja varastointi; kuljetustoimintaan liittyvä tiedottaminen; rahdin huollintapalvelut; lastin purku; varastointiin liittyvä tiedotus; kuriiripalvelut; logistiikkapalvelut kuljetuksen alalla; tavaroiden, erityisesti asiakirjojen, kollojen, pakettien, kirjeiden ja laivojen, keruu, kuljetus ja toimitus; rahtaus; seurantapalvelut, joihin kuuluu tavaroiden ja esineiden, erityisesti asiakirjojen, kollojen, pakettien, kirjeiden ja laivojen, elektroninen seuranta (seuranta ja jäljitys); tavaravarastojen hallinta; varastorakennusten vuokraus; palautettujen lähetysten järjestäminen ja käsittely (palautusten hallinta); varastokonttien vuokraus; posti-, rahti- ja pikakuljetuspalvelut; konsultointipalvelut logistiikan alalla; toimistusten käsittely ja toteutus; tietojen ja datan tarjoaminen tietokannoista ja/tai Internetistä, erityisesti kirjeposti-, postipaketti- ja pikakuljetuspalvelujen alalla, sanomalehtien ja aikakauslehtien jakelu, postin toimitus ja jakelu, postin käsittely ja frankeraus; varastointi; lastin kuljetukset, välitys ja huollinta.

SV - 16

Papper, kartong samt produkter därav (ingående i klass 16); trycksaker; bokbinderimaterial, fotografier; pappersvaror (skriv- och kontorsmaterial); klistre och lim för pappersvaror och hushållsändamål; konstnärsmaterial, målarpenslar; skrivmaskiner och kontorsförmödenheter (ej möbler); instruktions- och undervisningsmaterial (ej apparater); plastmaterial för emballering (ingående i klass 16); trycktyper; klichéer; transportbehållare av papper eller kartong.

SV - 36

Försäkringsverksamhet; befraktningsförsäkring; anskaffning av försäkringar, speciellt transportförsäkringar; tullklarering för tredje part; elektronisk betalningstrafik; finansiella tjänster; monetära tjänster; fastighetsmäklari.

SV - 39

Transport, speciellt till lands, på vatten och i luften av dokument, varor och paket; emballering och förvaring av gods; information avseende transporter; fraktmäklertjänster; lossnings-tjänster; information avseende förvaring; kurirtjänster; logistiska tjänster inom transportområdet; samling, transport och leverans av varor, speciellt dokument, paket, brev och lastpallar; befraktning; uppföljningstjänster, innefattande elektroniska spårning av varor och saker, speciellt dokument, paket, brev och lastpallar (följning och spårning); förvaltning av varulager; uthyrning av lagerlokaler; organisation och hantering av retur-nerade leveranser (returhantering); uthyrning av containrar för lagring; post-, frakt- och exprestjänster; konsultationstjänster avseende logistik; expeditionhantering och -utförande; information och data i databaser och/eller Internet, speciellt inom området för brevpost, paket och exprestjänster, utdelning av tidningar och tidskrifter, skeppning och leverans av post, bearbetning och frankering av post; magasineringsverksamhet; befraktning, mäklari och expedition av last.

300

AU - 03/12/2003 - 980 819  
BX - 03/03/2004 - 1 051 025

No 003865136

6 / 6

Identification Code: PYC6QVZ6NJO5F6VMWCXMBAYY

ICANN  
12025 Waterfront Drive, Suite 300  
Los Angeles, CA 90094  
USA

Antwerp, August 27, 2014

Dear Madam, Dear Sir,

**Affidavit on behalf of Deutsche Post AG  
Community Trademark Registration #003865136**

I am writing you in my capacity of attorney of Deutsche Post AG, who is submitting Specification 13 - .BRAND TLD Provisions in relation to its new gTLD application ID # 1-1075-45896. I am a regulated lawyer, registered with the Bar of Antwerp (Belgium), and entitled to practise law in Belgium and the European Union.

In addition to the extract from the USPTO's Trademark Electronic Search System's database concerning the US registered trademark #3329095 for DHL (design + words), which is attached to my client's application for Specification 13, my client would like to also provide the registration certificate, digitally signed by the Office for Harmonization in the Internal Market ("OHIM") for the DHL word mark (Community Trademark registration #003865136).

However, the trademark certificate this Community Trademark refer to DHL Operations BV, with registered office in Gebouw Office Centre, Jozef Israelskade 48G in Amsterdam (the Netherlands). Furthermore, the records of the OHIM show that the current holder of this trademark is DHL International GmbH, with registered office at Charles-de-Gaullestrasse 20, D-53113 Bonn, Germany.

At the request of my client, I hereby certify that DHL International GmbH is an affiliate of Deutsche Post AG, who holds and controls 100 % of the shares in the company.

DHL Operations BV was transformed by way of a demerger into two separate entities. One of these entities subsequently merged with the aforementioned DHL International GmbH, and the assets of this entity, including aforementioned trademarks, have been transferred *de iure* to DHL International GmbH.

The other entity changed its name to DHL Aviation BV and is still an affiliate of Deutsche Post AG, who indirectly holds and controls 100 % of the shares in this company.

Please do not hesitate to contact me should you require any further information in this respect.

Respectfully submitted,



Annex 1: CTM Certificate for DHL Word Mark (#003865136)

**Exhibit B**

**TLD Registration Policies**

*[to be attached by Registry Operator]*

## **Exhibit B**

### **.DHL DOMAIN NAME REGISTRATION POLICIES**



## TABLE OF CONTENTS

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

### Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meaning:

<b>Accredited Registrar</b>	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into an agreement with the Registry for registering Domain Names;
<b>Affiliate</b>	means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise;
<b>Applicant Guidebook</b>	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under <a href="http://newgtlds.icann.org/applicants">http://newgtlds.icann.org/applicants</a> , and in force at the time of execution of the Registry Agreement;
<b>Complaints Point of Contact</b>	means a specific contact person/entity determined by the Registry to act as described in these Policies;
<b>Contacts</b>	means the administrative, technical and billing contacts associated to a Domain Name Registration;
<b>Documentary Evidence</b>	means the documentation to be provided by (or on behalf of) a (candidate) Registrant to the Registry in accordance with these Policies;
<b>Domain Name</b>	means a name at the second level within the .DHL TLD;
<b>Domain Name Registration</b>	means a Domain Name on which the Registry has stored and maintains data in the Shared Registry System for the .DHL TLD;
<b>Eligibility Requirements</b>	means the requirements set out in Attachment 3 below;
<b>Geographic Domain Names</b>	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement;
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers ( <a href="http://www.icann.org">www.icann.org</a> );

<b>Policy</b>	means these .DHL Domain Name Registration Policies, including the Attachments and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;
<b>Registry</b>	means Deutsche Post AG;
<b>Registry Agreement</b>	means the agreement between the Registry and ICANN following execution by and between these parties;
<b>Registry Reserved Name</b>	means a Domain Name mentioned on the list contained in Attachment 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;
<b>Registry Web Site</b>	means the various pages and websites available under <a href="http://www.nic.dhl">http://www.nic.dhl</a> ;
<b>Reserved Name</b>	means a Domain Name mentioned on the list contained in Attachment 2 hereto, which will not be available for registration;
<b>Shared Registry System</b>	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 who meet the Eligibility Requirements;
<b>Term</b>	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
<b>TLD</b>	means Top Level Domain;
<b>Trademark Claims Period</b>	means the timeframe during which Trademark Claims Services for .DHL are provided;
<b>Trademark Claims Services</b>	means the service operated by the Trademark Clearinghouse described in the Applicant Guidebook on pages 290 and following relating to the Trademark Clearinghouse, according to which, i) notice is given to an candidate Registrant of the scope of the rights of one or more trademark holders who have 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(s) of the Domain Name registration corresponding to the rights of the one or more mark holders;
<b>Trademark Clearinghouse</b>	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook;
<b>Trademark Clearinghouse</b>	means the entity responsible for managing the Trademark Clearinghouse, as

<b>Operator</b>	appointed by ICANN;
<b>UDRP</b>	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> ;
<b>URS</b>	means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in the Applicant Guidebook.

## **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 Agreement;
2. the rules under which a Domain Name Registration in the .DHL TLD may be challenged; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .DHL TLD and the preservation of the integrity of the Registry's or its Affiliate's trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
  - Registrants;
  - the Registry;
  - the Accredited Registrars;
  - any person or entity interested in obtaining a Domain Name.

2.2. The Registry may change this Policy, 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 register a Domain Name and maintain a Domain Name Registration in the .DHL TLD, the Registrant must meet each 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 but – as the case may be – subject to ICANN's (deemed) consent.

3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry, its Affiliates or Licensees to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

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 a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular 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 (candidate) 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 DHL brand and/or any of the Registry's or its Affiliate's trademark(s).

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.

3.5. The Registry shall verify from time to time whether each and every Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force at the time the request for such registration is made.

## **CHAPTER 2. The .DHL Launch Process**

### **Article 4. Purpose and principles**

4.1. This Policy contains the terms and conditions under which the Registry and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .DHL 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 Attachment 1 for its own use. The Registry may change such Attachment 1 at any point in time and at its sole discretion.

4.3. Each and every Domain Name Registration request must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Registrant, but for its own account.

4.4. However, the Registry will only allow 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 this Policy; and
- the Domain Name is available.

4.5. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name through the Complaints Point of Contact, 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. Trademark Claims Period**

After the delegation of the TLD to the Registry, Trademark Claims Services shall be provided as of the start of and throughout the "Claims Period" as notified by the Registry to ICANN.

## **CHAPTER 3. Domain Name Allocation**

### **Article 6. 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 Attachment 1 hereto shall be registered and used.

## **Article 7. Domain Name Allocation for other Domain Names**

In principle, the Registry shall effectuate Domain Name Registrations on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, subject to whether or not a candidate Registrant meets the Eligibility Requirements, 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 8. Disputes relating to registered Domain Names**

8.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before an ICANN-accredited Domain Name Dispute Resolution Service Provider 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, as made available on the website of ICANN ([www.icann.org](http://www.icann.org)); and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP or URS against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

8.2. 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.

8.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to a 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 a 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 9. Eligibility Reconsideration Proceedings**

9.1. 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, according to the information contained in the Shared Registry System, the Registrant of a Domain Name did not or does not longer meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

9.2. 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.

9.3. 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.

9.4. No (candidate) 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 10. Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names**

10.1. Every Domain Name in the .DHL TLD 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.

10.2. 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.

10.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .DHL 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).

10.4. 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 (candidate) Registrant will obtain such consents before actually registering, delegating and using these Domain Names.

### **Article 11. Term of Registration**

11.1. When registering a Domain Name, the (candidate) 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 calendar day of the month within which the Domain Name was registered.

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

11.3. 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 12. Amendments**

12.1. 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 and/or Registrants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

### **Article 13. Liability**

13.1. 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, including an ICANN-accredited Dispute Resolution Services Provider, as well as the consequences of those decisions.

13.2. 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 to the Accredited Registrar or reseller). The (candidate) Registrant 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 a Registrant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

13.3. Any Registrant 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 registration and/or use of the Domain Name by such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

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

### **Article 14. Representations and Warranties**

14.1. Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the 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 contained in such request in violation of any applicable laws or regulations, including third party interests, throughout the term of such Domain Name Registration; 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.



14.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the (candidate) Registrant 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 this Policy commenced by or against the (candidate) Registrant; 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 DHL brand, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of the Registry's Affiliates.

14.3. The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .DHL 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.

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

## **Article 15. Payment of Applicable Fees Due**

If payment is required, the Registry shall only be obliged to accept a 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 Registrant.

Payment of any fees due, for which the (candidate) 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 16. Assignment**

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

#### **Article 17. Severability**

If any provision of this Policy 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 this Policy, while the remainder of this Policy will continue in full force and effect.

#### **Article 18. Waiver**

No waiver of any right under this Policy 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 this Policy. 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 19. Compliance with Law**

Neither party subject to this Policy 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 20. Language**

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

#### **Article 21. Applicable Law; Jurisdiction**

This Policy, as amended from time to time, will be governed by the laws of Germany.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy 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 Bonn, 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 other equitable or interim relief, which it is authorized to do in the Courts of Bonn.

### **CHAPTER 6. Attachments**

Attachment 1: Registry Reserved Names  
Attachment 2: Reserved Names  
Attachment 3: Eligibility Requirements and Criteria

## **Attachment 1: Registry Reserved Names**

### **Article 1. General list of Registry Reserved Names**

The Domain Names mentioned or described in the following list are Registry Reserved Names and may only be registered in the name of the Registry at the second level of the .DHL extension:

1. HOME.DHL
2. WWW.DHL
3. NIC.DHL
4. IRIS.DHL
5. WHOIS.DHL

### **Article 2. Country and Territory Names and short forms**

The Domain Names mentioned or described in the following list are Registry Reserved Names at the second level and at all other levels within .DHL for which registration is provided by the Registry and consents from the applicable governments will be obtained to the extent required:

1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <[http://www.iso.org/iso/support/country\\_codes/iso\\_3166\\_code\\_lists/iso-3166-1\\_decoding\\_table.htm#EU](http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm#EU)>;
2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World;
3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names.

### **Article 3. Other categories of Registry Reserved Names**

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

- Names that are directly or indirectly related to the day-to-day activities of the Registry or any of its Affiliates or Licensees;
- Names relating to affiliates, departments and subsidiaries of the Registry;
- Names of geographic locations where Registry and/or its Affiliate(s) or Licensee(s) are active or planning to be active.

## **Attachment 2: Reserved Names**

### **Article 1. Reservation of the label “EXAMPLE” and withheld domain names**

The label “EXAMPLE” shall be reserved at the second level and at all other levels within .DHL at which registrations are made.

Names of the Intergovernmental Organisations protected upon Article 6ter(1)(b) of the Paris Convention and/or accredited by the United Nations Economic and Social Council will be withheld from registration. Furthermore, Domain Names that have been earmarked by ICANN as “not available for registration” or with a similar status cannot be registered, unless ICANN has consented to making these labels available or an agreement to the contrary has been entered into between the Registry and ICANN.

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

At its own discretion, the Registry may reserve domain names at the second level and at all other levels within .DHL at which registration are made, including, in particular, defamatory names or names that could harm the reputation of the brands and trademarks of the Registry, its Affiliates and/or Licensees.

## **Attachment 3: Eligibility Requirements and Criteria**

### **Article 1. Definitions**

Capitalized terms have the meaning as specified in Article 1 of the .DHL Domain Name Registration Policies.

### **Article 2. Eligible Registrants**

The .DHL TLD is a brand-TLD, as contemplated by Specification 13 of the Registry Agreement entered into by and between the Registry and ICANN.

Subject to restrictions that are imposed by Registry from time to time, only the Registry is entitled to be the Registrant for one or more Domain Names in the .DHL TLD.

### **Article 3. Contacts**

Unless otherwise determined by the Registry, at its sole discretion, each and every Domain Name shall have the following associated Contacts:

Admin-C: Registry

Tech: Registry

Billing: Registry

The Registry shall be entitled, at its sole discretion, to add one or more contacts to the list referred to above, including, but not limited to, contacts associated with third parties.

**Exhibit C**

**Signed Mark Data File ID Number**

