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

[Dot Brand, Inc.] ("Registry Operator"), in connection with the execution of the Registry Agreement for the [.brand] TLD (the "Registry Agreement"), hereby applies for [.brand] TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A 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.

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

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

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

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to [Registry Operator to provide].

Submitted by:
Position:
Dated:
Email:
Deputy Managing Director

RÉPUBLIQUE FRANÇAISE



de commerce ou de service

CERTIFICAT DE RENOUVELLEMENT

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

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

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle. n° 09/29 Vol. II du 17 juillet 2009

Fait à Paris, le 17 juillet 2009

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

Benoît BATTISTELLI



HERMES INTERNATIONAL Annick de Chaunac 24, rue du Faubourg Saint Honoré 75008 PARIS

Date de la déclaration de renouvellement : 6 AVRIL 2009

Déclarant : HERMES INTERNATIONAL, société en commandite par actions, 24, rue du Faubourg Saint Honoré, 75008 PARIS, N° SIREN : 572 076 396

Mandataire ou destinataire de la correspondance HERMES INTERNATIONAL, Annick de Chaunac, 24, rue du Faubourg Saint Honoré, 75008 PARIS.

Enregistrement concerné

N° national ou N° d'enregistrement : 1 558 350

Marque française

Signe concerné : HERMES 📑 👡

Date du dépôt : 28 JUILLET 1989

 \mbox{N}° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 99/23

Portée du renouvellement

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

Classes de produits et de services : 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45.



MARQUES DE FABRIQUE, COMMERCE DE SERVICE

Code de la propriété intellectuelle

Livre IV: Titre premier, chapitre premier Livre VII: Titre premier; Livre VIII

CERTIFICAT DE RENOUVELLEMENT

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

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

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle

n° 99/23 NL Vol. II du 4 juin 1999

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

Daniel HANGARD

SIEGE

26 bis, rue de Saint Petersbourg 75800 PARIS Cédex 08 Téféphone : 01 53 04 53 04

Télécopie: 01 42 93 59 30



MONSIEUR ALAIN BAYLE HERMES INTERNATIONAL 24 RUE DU FAUBOURG S¹ HONORÉ 75008 PARIS

Date de la déclaration de renouvellement : 29 AVRIL 1999

 $\begin{array}{l} \textbf{D\'eclarant:} \ \textbf{HERMES INTERNATIONAL SOCIETE EN COMMANDITE PAR ACTIONS, 24} \\ \textbf{RUE DU FAUBOURG St HONOR\'e, 75008 PARIS, SIREN: 572 073 396} \end{array}$

Mandataire ou destinataire de la correspondance MONSIEUR ALAIN BAYLE, HERMES INTERNATIONAL, 24 RUE DU FAUBOURG S^t HONORÉ, 75008 PARIS.

Enregistrement concerné

N° national ou N° d'enregistrement : 1 558 350

Marque française

Signe concerné : HERMES

Date du dépôt : 28 JUILLET 1989

N° du bulletin dans lequel l'enregistrement a été publié : 90/15

Portée du renouvellement

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

Classes de produits et de services : 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42.



INSTITUT NATIONAL de la PROPRIÉTÉ INDUSTRIELLE 26bis, rue de Léningrad - 75800 PARIS CÉDEX 08

DEMANDE D'ENREGISTREMENT D'UNE MARQUE

(Loi du 31 décembre 1964)

Cet imprimé est à dactylographier en 5 exemplaires conformément aux instructions données au verso

Cases réservées à l'1.N.P.I.

Nº D'ENREGISTREMENT

1 558 350

Nº D'ORDRE

Cases à remplir par le demandeur ou son mandataire

1 NOM ET ADRESSE DE LA PERSONNE A QUI LA CORRESPONDANCE DOIT ETRE ADRESSEE

SOCIETE ANONYME HERMES-GESTION Monsieur Alain BAYLE 24, rue du Faubourg Saint Honoré 75008 PARIS

La personne ci-dessus est-elle le mandataire ?

OUI NON

	2 - LISTE DES PIECES JOINTES
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Demonstrates at the second sec	
- Demande d'enregistrement	
autant d'exemplaires supplémentaires que de classes re vendiquées (si le modèle de la marque est en couleurs)	. 1
1 powers (si to disk to an office est en couneurs)	
- 1 pouvoir (si le dépôt est effectué par un mandataire)	.
 1 copie afficielle de dépot étranger (si une priorité est 	: (
revendiquée)	N.c.,
- 10 exemplaires du règlement (s'il s'agit d'une marque	
collective)	·
Date d'homologation du règlement :	1

3 - DATE et SIGNATURE du DEMANDEUR ou de son MANDATAIRE



Cases à remplir par l'I.N.P.I. ou par le Greffe		
TAXES PERCUES AU PROFIT DE L'I.N.P.I. ;		
Taxe de dépôt et de publication	580	F
42 classes	9.4.50	F
STL Y A LIEU :		
- Taxe de revendication de priorité		F
TOTAL	10030	F
PROCES VERRAL DE OFROT		

PROCES-VERBAL DE DÉPOT

LIEU de DEPOT:

N° et DATE de DÉPOT:

HEURE du DÉPOT:

VISA de L'INPI ou

TIMBRE et VISA du GREFFE:

HERMES

5 - Indiquer ci-dessous dans l'ordre :

a) les nom, prénoms et domicile du demandeur (voir au verso point 5 a); s'il y a lieu la mention REPRÉSENTÉ(E) PAR : (faire suivre uniquement du nom du mandataire); b) l'énumération des produits ou services; c) le numéro des classes correspondantes; d) le cas échéant, les informations complémentaires mentionnées au verso aux points 5 d) à i).

HERMES (Société anonyme) Rue du Faubourg Saint-Honoré 75008 PARIS. PRODUITS OU SERVICES DESIGNES : Produits chimiques destinés à l'industrie, la science, la photographie, l'agriculture, l'horticulture, la sylviculture ; résines artificielles et synthétiques, matières plastiques à l'état brut (sous forme de poudres, de liquides ou de pâtes) engrais pour les terres (naturels et artificiels); compositions extinctrices; trempes et préparations chimiques pour la soudure; produits chimiques destinés à conserver les aliments; matières tannansubstances adhésives destinées à l'industrie. Couleurs, vernis, laques; préservatifs contre la rouille et contre la détérioration du bois; matières tinctoriales; mordants; résines naturelles, métaux en feuilles et en poudre pour peintres et décorateurs.

Préparations pour blanchir et autres substances pour lessiver; préparations pour nettoyer, polir, dégraisser et abraser; savons; parfumerie, huiles essentielles, cosmétiques, lotions pour les cheveux; dentifrices. Huiles et graisses industrielles (autres que les huiles et les graisses comestibles et les huiles essentielles); lubrifiants; compositions à lier la poussière; compositions combustibles (y compris les essences pour moteurs) et matières éclairantes; chandelles, bougies, veilleuses et mèches

" A SUIVRE "

roduits pharmaceutiques, vétérinaires et hygiéniques; produits diététiques pour enfants et malades; emplâtres, matériel pour pansements, matières pour plomber les dents et pour empreintes dentaires; désinfectants; préparations pour détruire les mauvaises herbes et les animaux nuisibles.

Métaux communs bruts et mi-ouvrés et leurs alliages; ancres enclumes, cloches, matériaux à bâtir laminés et fondus; rails et autres matériaux métalliques pour les voies ferrées; chaînes (à l'exception des chaînes motrices pour véhicules); câbles et fils métalliques non électriques; serrurerie; tuyaux métalliques; confres-forts et cassettes; billes d'acier; fers à cheval; clous et vis; autres produits en métal (non précieux) non compris dans d'autres classes; minerais.

Machines et machines-outils; moteurs (excepté pour véhicules terrestres); accouplements et dourroies de transmission (excepté pour véhicules terrestres); grands instruments pour h'agriculture; couveuses.

Outils et instruments à main; coutellerie, four

chettes et cuillers; armes blanches.

Appareils et instruments scientifiques, nautiques, géodésiques, électriques (y compris la T.S.F.), photographiques, cinématographiques, optiques, de pesage, de mesurage de signalisation de contrôle (inspection), de secours (sauvetage) et d'enseignement appareils automatiques déclenchés par l'introduction d'une pièce de monnaie ou d'un jeton; machines parlantes; caisses enregistreuses, machines à calculer; appareils extincteurs. Instruments et appareils chirurgicaux, médicaux

dentaires et vétérinaires (y compris les membres, les yeux et les dents artificiels). Installations d'éclairage, de chauffage, de production de vapeur, de cuisson, de réfrigération, de séchage, de ventilation, de distribution d'eau et installations sanitaires. Wéhicules; appareils de locomotions par terre, par air ou par eau.

Armes à feu; munitions et projectiles; substanœs explosives; feux d'artifice.

Métaux précieux et leurs alliages et objets en ces matières ou en plaqué (excepté coutellerie, fourchettes et cuillers); joaillerie, pierres précieuses; horlogerie et autres instruments thronométriques.

Instruments de musique (à l'exception des mahines parlantes et appareils de T.S.F.). Papier, carton, articles en papier ou en carton (non compris dans d'autres classes); imprimés, journaux et périodiques, livres; articles pour teliures; photographies; papeterie, matières adhésives (pour la papeterie); matériaux pour les artistes; pinceaux; machines à écrire et articles de bureau (à l'exception des meubles) atériel d'instruction ou d'enseignement (à, 'exception des appareils); cartes à jouer;

aractères d'imprimerie; clichés.

Gutta-percha, gomme élastique, balata et succé danés, objets fabriqués en ces matières non compris dans d'autres classes; feuilles, plaques en baguettes de matières plastiques (produits semi-finis); matières servant à calfeutrer, à étouper et à isoler; amiante, mica et leurs produits; tuyaux flexibles non métalliques.

Cuir et imitation du cuir, articles en ces matières non compris dans d'autres classes; peaux malles et valises; parapluies, parasols et can-

nes; fouets, harnais et sellerie.

Matériaux de construction, pierres naturelles et artificielles, ciment, chaux, mortier, plâtre et gravier; tuyaux en grès ou en ciment; produits pour la construction des routes; asphalte, poix et bitume; maisons transportables; monuments en pierre; cheminées.

Meubles, glaces, cadres; articles (non compris dans d'autres classes) en bois , liège, roseau, jonc osier, en corne, os, ivoire, baleine, écaille, ambre, nacre, écume de mer, celluloïd et succédanés de toutes ces matières ou en

matières plastiques.

Petits ustensiles et récipients portatifs pour le ménage et la cuisine (non en métaux précieux ou en plaqué); peignes et éponges; brosses (à l'exception des pinceaux); matériaux pour la brosserie; instruments et matériel de nettoyage; paille de fer; verre brut ou mi-ouvré (à l'exception du verre de construction), verrerie, porcelaine et faïence non comprises dans d'autres classes.

Cordes, ficelles, filets, tentes, bâches, voiles, sacs; matières de rembourrage (crin, kapok, plumes, algues de mer); matières textiles fibreuses brutes.

Fils. Tissus; couvertures de lit et de table; articles textiles non compris dans d'autres classes. Vêtements, y compris les bottes, les souliers et les pantoufles.

Dentelles et broderies, rubans et lacets; boutons, boutons à pression, crochets et oeillets épingles et aiguilles; fleurs artificielles. Tapis, paillassons, nattes, linoléums et autres produits servant à recouvrir les planchers;

tentures (excepté en tissu).

Jeux, jouets; articles de gymnastique et de sport (à l'exception des vêtements); ornements et décoration pour arbres de Noël.

Viandes, poisson, volaille et gibier; extraits de viande; fruits et légumes conservés, séchés et cuits; gelées, confitures; oeufs, lait et autres produits laitiers; huiles et graisses comestibles; conserves, pickles.

Café, thé cacao, sucre, riz, tapioca, sagou, succédanés du café; farines et préparations faites de céréales, pain, biscuits, gâteaux, pâtisserie et confiserie, glaces comestibles; miel, sirop de mélasse; levure, poudre pour faire lever; sel, moutarde; poivre, vinaigre, sauces; épices glace.

duits agricoles, horticoles, forestiers et jaines, non compris dans d'autres classes; enimaux vivants; fruits et légumes frais; semences, plantes vivantes et fleurs naturelles; substances alimentaires pour les animaux, malt. Bière, ale et porter; eaux minérales et gazeuses, autres boissons non alcooliques; sirop et autres préparations pour faire des boissons. Vins, spiritueux et liqueurs. Tabac, brut ou manufacturé; articles pour fumeurs; allumettes.

Publicité et affaires. Publicité, Distribution de prospectus, d'échantillons. Location de matériel publicitaire. Aide aux entreprises industrielles ou commerciales dans la conduite de leurs affaires. Conseils, informations ou renseignements d'affaires. Entreprise à façon de travaux statistiques, méconographiques, de sténotypie. Comtabilité. Reproduction de documents. Bureaux de placement. Location de machiments. Bureaux de placement. Location de machiments.

res à écrire et de matériel de bureau. Assurances et finances. Assurances. Banques. Agences de change. Gérance de portefeuille. Prêts sur gage. Recouvrement des créances.

loteries. Emission de chèques de voyage et de lettre de crédit. Agences immobilières (vente et location de fonds de commerces et d'immeuples). Expertise immobilière. Gérance d'immeu-

oles.

Donstructions et réparations. Construction d'édifices. Entreprises de fumisterie, peinture, plâtrerie, plomberie, couverture. Travaux publics. Travaux ruraux. Location d'outils et de matériel de construction, de bulldozers, d'exracteurs d'arbres. Entretien ou nettoyage de

pâtiments, de locaux, du sol (ravalement de façades, désinfection, dératisation). Entretier ou nettoyage d'objets divers (blanchisseries). Réparations. Transformation de vêtements. Re-

hapage de pneux. Vulcanisation. Cordonnerie. Eparation de mobilier, instruments, outils. Dommunications. Agences de presse et d'informations. Communications radiomhoniques, télé-

mations. Communications radiophoniques, télégraphiques ou téléphoniques. Télescription. Transmission de messages, télégrammes.

Pransport et entrepôt. Transport de personnes ou de marchandises. Distribution d'eau et d'électricité. Déménagement de mobilier. Exploitation de transbordeurs. Remorquage maritime, dechargement, renflouement de navires. Conditionnement de produits. Informations concertant les voyages (Agences de tourisme et de voyage, réservation de places). Location de thevaux, de véhicules de transport. Entrepôt.

Amagasinage de marchandises dans un entrepôt en vue de leur préservation ou gardiennage. Dépôt, gardiennage d'habits. Garage de véhicules. Location de réfrigérateurs. Locations

de garages.
Traitement de matériaux. Services rendus au purs du processus de fabrication d'un produit quelconque, autre qu'un édifice.

Transformation des produits agricoles d'autrui (vinification, distillation, battage, pressage) de fruits, meunerie). Scierie, rabotage. Broderie, couture. Teinturerie. Découpage, polissage, revêtement métallique. Services de préservation au cours desquels l'objet subit un changement. Teinture de tissus ou vêtement. Traitement de tissus contre les mites. Imperméabilisation de tissus. Reliure de documents. Etamage. Purification et régénération de l'air Education et divertissement. Education. Institutions d'enseignement. Edition de livres, revues. Abonnements et distribution de journaux. Prêts de livres. Dressage d'animaux. Divertissements. Spectacles. Divertissements radiophoniques ou par télévision. Production de films. Agences pour artistes. Location de films d'enregistrements phonographiques, d'appareils de projection de cinéma et accessoires, de décors de théâtre. Organisation de concours en matière d'éducation ou de divertissement. Services divers. Hôtellerie, restauration. Maisons de repos et de convalescence. Pouponnière Accompagnment en société. Agences matrimoniales Salons de beauté, de coiffure. Pompes funèbres fours crématoires. Réservation de chambres d'hôtel pour voyageurs. Travaux d'ingénieurs, consultations professionnelles et établissement de plans sans rapport avec la conduite des affaires. Travaux du génie (pas pour la construction). Prospection. Forages. Essais de matériaux. Laboratoires. Location de matériel pour exploitation agricole, de vêtements, de literie, d'appareils distributeurs. Imprimerie CLASSES DE PRODUITS OU SERVICES : 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 et 42. La protection est revendiquée pour la totalité des produits et services entrant dans la classes ci-dessus indiquées. RENOUVFILEMENT DU DEPOT Opéré le 16 Octobre 19 à PARIS N° 530 856 ET ENREGISTRE SOUS LE

RENOUVFILEMENT DU DEPOT OPÉTÉ le 16 Octobre 1 à PARIS N° 530 856 ET ENRÈGISTRE SOUS LE N° 1 110 081. CHANGEMENT DU PROPRIETAIRE DE CETTE MARQUE INSCRIT AU REGISTRE NATIONAL AU NOM DE LA

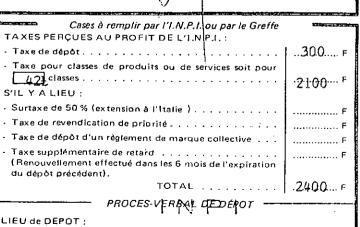
SOCIETE HERMES-GESTION le 12 Octobre 1987

N° 025 510. FIN DE DOCUMENT.

NP

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INSTITUT N'ATIONAL de la PROPRIÈTÉ INDUSTRIELLE * 26bis, rue de Léningrad - 75800 PARIS CEDEX 08 DIVISION DES MARQUES - 9, rue du Delta - 75009 PARIS DEMANDE D'ENRÈGISTREMENT D'UNE MARQUE (Loi du 31 décembre 1964) Cet imprimé est à dactylographier en 5 exemplaires conformétiques aux intructions données au verso Cases réservées à l'I.N.P.I. Nº D'ENREGISTREMENT Nº D'ORDRE Cases à remplir par le demandeur ou son mandataire NOM ET ADRESSE DE LA PERSONNE A QUI LA CORRESPON-DANCE DOIT ETRE ADRESSÉE CABINET LAVOIX 2 Place d'Estienne d'Orves 75009 - PARIS NON La personne ci-déssus est-elle le mandataire ? * 2 - EXTENSION DE LA DEMANDE A L'ITALIE NON Dans l'affirmative, mentionner OUI dans la case ci-contre 3 - LISTE DES PIECES JOINTES : Demande d'enregistrement...... 1 exemplaire supplémentaire (si l'extension à l'Italie est autant d'exemplaires supplémentaires que de classes revendiquées (si le modèle de la marque est en couleurs). 1 pouvoir (si le dépôt est effectué par un mandataire)I...... 1 copie officielle de dépôt étranger (si une priorité est 10 exemplaires du règlement (s'il s'agit d'une marque - Date d'homologation du règlement : DATE et SIGNATURE du DEMANDEUR ou de son MANDATAIRE PARIS LE 16 OCTOBRE 1979 CABINET LAVOIX Cases à remplir par l'I.N.P.I.\ou par le Greffe ..30.0.... ғ ·2100--- F



MHSO

Nº et DATE de DEPOTS 3 0 8 5 6 16 -10-79



6 - Indiquer ci-dessous dans l'ordre :

a) les nom et domicile du demandeur (voir au verso point 5 a) ; s'il y a lieu la mention REPRÉSENTÉ(E) PAR : (faire suivre uniquement du nom du mandataire); b) l'énumération des produits ou services; c) le numéro des classes correspondantes ; d) le cas échéant, les informations complémentaires mentionnées au verso aux points 5 d) à i).

HERMES (société anonyme) 24 Rue. du Faubourg Saint-Honoré 75008 PARIS. PRODUITS OU SERVICES DESIGNES:

Produits chimiques destinés à l'industrie, la science, la photographie, l'agriculture, l'horticulture, la sylviculture; résines artificielles et synthétiques, matières plastiques à l'état brut (sous forme de poudres, de liquides ou de pâtes); engrais pour les terres (naturels et artificiels); compositions extinctrices; trempes et préparations chimiques pour la soudure; produits chimiques destinés à conserver les aliments; matières tannantes; substances adhésives destinées à l'industrie.

Couleurs, vernis, laques; préservatifs contre la rouille et contre la détérioration du bois: tinctoriales: mordants: résines naturelles, métaux en feuilles et en poudre pour peintres et décorateurs.

Préparations pour blanchir et autres substances pour lessiver; préparations pour nettoyer, polir, dégraisser et abraser; savons; parfumerie, huiles essentielles, cosmétiques, lotions pour les cheveux; dentifrices.

Huiles et graisses industrielles (autres que les huiles et les graisses comestibles et les huiles essentielles); lubrifiants; compositions à lier la poussière; compositions combustibles (y compris essences pour moteurs) et matières éclairantes; chandelles, bougies, veilleuses et mèches

" A SUIVRE "

Cocher la case choisie

TIMBRE et VISA du GREFFE 🦙

HEURE du DEPOT :

VISA de L'INPI ou

Produits pharmaceutiques, vétérinaires et hygiéniques; produits diététiques pour enfants et malades; emplâtres, matériel pour pansements; d E malades; emplanes, materiel pour empe matières pour plomber les dents et pour empe preintes dentaires; désinfectants; préparations pour détruire les mauvaises herbes et les animaux nuisibles.

Métaux communs bruts et mi-ouvrés et et alliages; ancres enclumes, cloches, matérials a bâtir laminés et fondus; rails et autres mates riaux métalliques pour les voies ferrées; chaînes. (à l'exception des chaînes motrices pour véhicules); câbles et fils métalliques non électriques; serrurerie; tuyaux métalliques; coffres-forts et cassettes; billes d'acier; fers à cheval; clous et vis; autres produits en métal (non précieux) non

compris dans d'autres classes; minerais. Machines et machines-outils; moteurs (excepté pour véhicules terrestres); accouplements et courroies de transmission (excepté pour véhicules terrestres); grands instruments pour l'agriculture: couveuses.

Outils et instruments à main; coutellerie, fourchettes et cuillers; armes blanches. Appareils et instruments scientifiques, nautiques, géodésiques, électriques (y compris la

T.S.F.), photographiques, cinématographiques, optiques, de pesage, de mesurage de signalisation de contrôle (inspection), de secours (sauvetage) et d'enseignement; appareils automatiques déclenchés par l'introduction d'une pièce de monnaie ou d'un jeton; machines parlantes; caisses enregistreuses, machines à calculer; appareils extincteurs. Instruments et appareils chirurgicaux, médi-

caux, dentaires et vétérinaires (y compris les membres, les yeux et les dents artificiels). Installations d'éclairage, de chauffage, de production de vapeur, de cuisson, de réfrigération, de séchage, de ventilation, de distribution d'eau et installations sanitaires.

Véhicules; appareils de locomotion par terre, par air ou par eau.

Armes à feu; munitions et projectiles; substances explosives; feux d'artifice.

Métaux précieux et leurs alliages et objets en ces matières ou en plaqué (excepté coutellerie, fourchettes et cuillers); joaillerie, pierres précieuses; horlogerie et autres instruments chronométriques.

Instruments de musique (à l'exception des machines parlantes et appareils de T.S.F.). Papier, carton, articles en papier ou en carton

(non compris dans d'autres classes); imprimés, journaux et périodiques, livres; articles pour reliures; photographies; papeterie, matières; adhésives (pour la papeterie); matériaux 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); cartes à jouer; caractè res d'imprimerie; clichés.

530 856

Gutta-percha, gomme élastique, balata et succe danés, objets fabriqués en ces matières no compris dans d'autres classes; feuilles, plaques e baguettes de matières plastiques (produits sem Mols); matières servant à calfeutrer, à étouper e ispler; amiante, mica et leurs produits; tuyau dexibles non métalliques.

et imitations du cuir, articles en ce Matières non compris dans d'autres classe peaux, malles et valises; parapluies, parasols e cannes; fouets, harnais et sellerie.

Matériaux de construction, pierres naturelles e artificielles, ciment, chaux, mortier, plâtre e gravier; tuyaux en grès ou en ciment; produipour la construction des routes; asphalte, poix e bitume; maisons transportables; monuments e

Meubles, glaces, cadres; articles (non compr dans d'autres classes) en bois, liège, roseau, jond osier, en corne, os, ivoire, baleine, écaille ambre, nacre, écume de mer, celluloid et succé danés de toutes ces matières ou en matière

pierre: cheminées.

plastiques. Petits ustensiles et récipients portatifs pour l ménage et la cuisine (non en métaux précieux o en plaqué); peignes et éponges; brosses (l'exception des pinceaux); matériaux pour I brosserie; instruments et matériel de nettoyage paille de fer; verre brut ou mi-ouvré (

l'exception du verre de construction), verrerie

porcelaine et faience non comprises dans d'autre

classes. Cordes, ficelles, filets, tentes, bâches, voiles sacs; matières de rembourrage (crin, kapok plumes, algues de mer); matières textiles fibreu

ses brutes. Fils. Tissus; couvertures de lit et de table articles textiles non compris dans d'autres clas ses. Vêtements, y compris les bottes, les souliers

et les pantoufles. Dentelles et broderies, rubans et lacets; boutons boutons à pression, crochets et oeillets, épingles et aiguilles; fleurs artificielles.

Tapis, paillassons, nattes, linoléums et autres produits servant à recouvrir les planchers tentures (excepté en tissu).

Jeux, jouets; articles de gymnastique et de sport (à l'exception des vêtements); ornements et décoration pour arbres de Noël.

Viande, poisson, volaille et gibier; extraits de viande; fruits et légumes conservés, séchés et cuits; gelées, confitures; oeufs, lait et autres produits laitiers; huiles et graisses comestibles;

conserves, pickles. Café, thé, cacao, sucre, riz, tapioca, sagou, succédanés du café; farines et préparations faites de céréales, pain, biscuits, gâteaux, pâtis-

et confiserie, glaces comestibles; miel, sirop de mélasse; levure, poudre pour faire lever; sel, moutarde; poivre, vinaigre, sauces; épices; glace.

Produits agricoles, horticoles, forestiers et graines, non compris dans d'autres classes; animaux vivants; fruits et légumes frais; semences, plantes vivantes et fleurs naturelles; substances alimentaires pour les animaux, malt.

Bière, ale et porter; eaux minérales et gazetises et autres boissons non alcooliques; sirois autres préparations pour faire des boissons Vins, spiritueux et liqueurs.

Tabac, brut ou manufacturé; articles pour

fumeurs; allumettes. Publicité, Distribution de prospectus, d'échantillons. Location de matériel publicitaire. Aide aux entreprises industrielles ou commerciales dans la conduite de leurs affaires. Conseils, informations ou renseignements d'affaires. Entreprise à façon de travaux statistiques, mécanographiques, de sténotypie. Comptabilité. Reproduction de documents. Bureaux de placement. Location de machines à écrire et de matériel de bureau.

Assurances et finances. Assurances. Banques. Agences de change. Gérance de portefeuille. Prêts sur gage. Recouvrement des créances. Loteries. Emission de chèques de voyage et de lettres de crédit. Agences immobilières (vente et location de fonds de commerces et d'immeubles). Expertise immobilière. Gérance d'immeubles.

Constructions et réparations. Construction d'édifices. Entreprises de fumisterie, peinture, plâtrerie, plomberie, couverture. Travaux publics. Travaux ruraux. Location d'outils et de matériel de construction, de bulldozers, d'extracteurs d'arbres. Entretien ou nettoyage de bâtiments, de du sol (ravalement de désinfection, dératisation). Entretien ou nettoyage d'objets divers (blanchisseries). Réparations Transformation de vêtements. Rechapage de pneus. Vulcanisation. Cordonnerie. Réparation de mobilier, instruments, outils.

Communications. Agences de presse et d'informations. Communications radiophoniques, télégraphiques ou téléphoniques. Télescription. Transmission de messages, télégrammes. Transport et entrepôt. Transport de personnes ou de marchandises. Distribution d'eau et d'électricité. Déménagement de mobilier. Exploitation de transport que la la communication de la communicat

transbordeurs. Remorquage maritime, déchargement, renflouement de navires. Conditionnement de produits. Informations concernant les voyages (Agences de tourisme et de voyage, réservation de places). Location de chevaux, de véhicules de transport. Entrepôt. Emmagasinage de marchandises dans un entrepôt en vue de leur préservation ou gardiennage. Dépôt, gardiennage d'habits. Garage de véhicules. Location de réfrigérateurs. Location de garages.

Traitement de matériaux. Services rendus au cours du processus de fabrication d'un produit

quelconque, autre qu'un édifice. Transformation des produits agricoles d'autrui (vinification, distillation, battage, pressage de fruits, meune-cré Scierie, rabotage. Broderie, couture. Teinturème Découpage, polissage, revêtement métallique. Services de préservation au cours desquels l'appet subit un changement. Teinture de tissus ou verements. Traitement de tissus contre les mises Imperméabilisation de tissus. Reliure de documents. Etamage. Purification et régénéra tion de l'air.

Education et divertissement. Education. Institutions d'enseignement. Edition de livres, revues. Abonnements et distribution de journaux. Prêts de livres. Dressage d'animaux. Divertissements Spectacles. Divertissements radiophoniques ou par télévision. Production de films. Agences pour artistes. Location de films, d'enregistrements phonographiques, d'appareils de projection de cinéma et accessoires, de décors de théâtre. Organisation de concours en matière d'éducation ou de divertissement. Services divers. Hôtellerie, restauration. Maisons

de repos et de convalescence. Pouponnières. Accompagnement en société. Agences matrimoniales. Salons de beauté, de coiffure. Pompes funèbres, fours crématoires. Réservation de chambres d'hôtel pour voyageurs. Travaux d'ingénieurs, consultations professionnelles et établissement de plans sans rapport avec la conduite des affaires. Travaux du génie (pas pour la construction). Prospection. Forages. Essais de matériaux. Laboratoires. Location de matériel

pour exploitation agricole, de vêtements, de

literie, d'appareils distributeurs. Imprimerie. CLASSES DE PRODUITS OU SERVICES: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 et 42. La protection est revendiquée pour la totalité des produits et services entrant dans les classes cidessus indiquées

RENOUVELLEMENT DU DEPOT OPERE Le 31 Juillet 1965 A PARIS N° 539.535 ET ENREGISTRE SOUS LE N° 260.269. FIN DE DOCUMENT.

530856

Renouvellement des dépôts : n° 311.787 du 8.12.1936 n° 415.837 du 16.11.1951.

HERMES

- Produits chimiques destinés à l'industrie, la science. la photographie, l'agricul-ture. l'horticulture, la sylviculture: es-gratis pour les terres (naturels et-artifi-ciels); compositions extinctrices: treupes et préparations chimiques pour la sou-derre predette chimiques destinés à con-terre predette chimiques destinés à con-serve predette chimiques destinés à consaires substances adhésives destinées à l'in-dustrie.
- Couleurs, vernis, laques: préservatifs contre la rouille et contre la détériora-tion du bois: matières tinctoriales: mor-dants: résines: mêtaux en fruilles et en poudre pour peintres et décorateurs.
- Préparations pour blanchir et autres substances pour lessiver: préparations pour nettoyer, polir, déparisser et abra-ser; savons: parfumerie , huiles essen-tielles, cosmétiques, lottons pour les che-veux: dentifrices.
- f. Hutles et graisses industrielles (autres que les huiles et les graisses comestibles et les huiles essentielles); lubrifiants; compositions à lier la poussière; compo-aitions (combestibles (ty compris les es-sences pour moteurs) et maitères éclai-rantes; chandelles, bougles, veilleuses et mèches.
- 5. Froduits pharmaceutiques, vétérinaires et hygieniques; produits diététiques pour enfants et maladés: emplâtres, matériei pour ponsement imatières pour plomber les dents et pour empreintes detaires; désinfectants; pur réparations pour détroire les mauvaises herbes et les animaux ourantes de des réduction de vapeur, de colusion, de de distribution d'éclairage, de chauffage, de des réduction de vapeur, de colusion, de distribution d'éclairage.
- Métaux communs bruits et mi-ouvrés et l'2. Véhicules: appareils de locomo terre alliages; ancrea, encluries, cloches, matériaux à bâtir lamints et fondus: rails

et autres matériaux métalliques pour les voies fertées; chaînes (à l'exception des chaînes motrices pour véhicules); cables et fils métalliques non efectriques, serrurerie; tuyaux métalliques; coffreaforis et cassettes: billes d'acier: fers à cheval; clous et vis: airres produits en métal (non précleux) non compris dans d'autres classes; minerais.

- Machines et machines outils: moteurs (excepté pour véhicules); accouplements et courroles de transmission (excépté pour véhicules); grands instruments pour l'agriculture; couveuses.
- Outils et instruments à main: coutelle-rie, fourchettes et cuillers: armes blan-ches.
- Appareille et instruments scientifiques, nautiques, géodésiques, électriques (y compris la T.S.P.), photographiques, cinématugraphiques, optiques, de pesage, de mesurage, de signalisation, de controlle (inspection), de secons (sauvetage) et d'enseignement; appareils automatiques déclenchet; par l'introduction d'une pièce de nomraise ou d'un jeton; machines de calculer; appareils extincteurs.

pets en ces matières ou en plaqué (ex-cepté coutellerie, lourchettes et cuillers); joaillerie, pierres précieuses; horlogerie et autres instruments chronométriques.

Instruments de musique (à l'exception des machines parlantes et des appareils de T.S.P.).

- 6. Papier et articles en papier, carton et articles en carton imprimés, journaux et périodiques, livrez: articles pour reliurez: photographies; papeterie, matières adhésives (pour la papeterie): materiaux pour. les, artistes; pinceaux: machines à cerire et articles de bureau (a l'exception des meubles): material d'instruction ou d'enseignement (à l'exception des appareils); cartes à jouer, caractères d'imprimerie: clichés.
- 17. Gutta-percha, gomme élastique, balate et auccédanés, objets labriqués en ces matières non compris dans d'autres classes: matières severat à calleura é touper ou à isoler; amiante, mica et leurs produits; toyaux flexibles non métalliques.
- 18. Cuir et imitations du cuir: articles en ces matières non compris dans d'autres classes; peaux, malles et values: para-pluies, parasols et cannes, fouets, har-nais et sellerie.
- 19. Matériaux de construction, pierres natu-relles et artificilles, ciment, chaux, mor-tier, platre et gravéer; tuyaux en grés où en ciment; produits pour la construc-tion des roûtes; asphaine, poix et bitume; maistoux transportables; monument en pierre; cheminées.
- Metables, glaces, cadres: articles (non conpris dans d'airres classes) en bois, liège, rouseni, jonc, ouier, en corne, os ivoire, baleine, écaille, ambre, more, écume de mer, cettuloid et soccédanés de toutres est matières.
- 21. Petits untersiles et récipients portatifs pour le ménage et la cuirine (non en ménaux précieux ou en plaqué); peignes et éponges; brusses (à l'exception des pinoceaux); matrieux pour la brosseire; instruments et matériel de nétroprage; pasille de fer: verrerie, portelate et la lence non comprises dans d'autres classes.

Par la Sté : HERMES, société anonyme, ayant son siege social 24, Faubourg Saint-Eonoré, PARIS,

représentée par MM. LAVOIX & JOURDAIN (Cabinet Lavoix), Ingénieurs-Conseils, 2, Place d'Estienne d'Orves, PARIS, suivant pouvoir annexé, au dépôt du 7 Août 1964, Mme Armelle LEVASSEUR étant substituée.

Destinée à désigner :

- Armsea à leu: munitions et projectiles; substances explosives: feux d'artifice.

 Métaux precieux et leurs alliages et ob
 Métaux precieux et leurs alliages et ob
 dec.); matières textiles fibreuses brases.
 - 23. Fils.
 - Tissus; convertures de lit et de tablé: articles textiles non compris dans d'antres classes.
 - Vêtements, y compris les bottes, les sou-liers et les pantoufles.
 - Dentelles et broderies, rubans et lacets: boutons, boutons à pression, crochets et villets, épingles et aiquilles; Beurs arti-cielles.
 - Tapis, paillassons, nattes, linoléums et autres produits servant à couvrir les planchers; tentures (excepté en tissu).
 - Jeux, jouets: articles de gymnastique et de sport (à l'exception des vétements); ornements et décorations pour arbres de Noël.
 - Viande, poisson, volafile et gibier: ex-traits de viande: fruits et légumes con-servés, séchés et cuits; gelées, confir-res: cuirs, lait et autres produits laitiers, huiles et graisses comestibles: conserves, névles: pickles.
 - DENERS.

 Café, thé, cacao, sucre, riz, tapioca, sagou, succédanés du café; farines et preparations faites de céréales, pain, biscuits, gâteaux, pôtisserie et configerie
 glaces comestibles; miel, sarop de mélasse; levure, poudre pour faire leversel, moutarde: polyre, vinsigre, sauces:
 énires chiace. épices: glace.
 - Produits agricoles, horticoles, forestiers et graines, non compris dans d'autres classes: animanus vivantis: fruits et leto-tuese frais: stemences, plantes vivantes et fleura naturelles; substances, olimentaires pour les animanus; malt.
 - Bibre, ale et porter: eaux minérales et gazeuses et autres boissons non alcoo-liques: sirops et autres préparations pour faire des boissons.
 - Vins, spiritueux et liqueurs.
 - 34. Tabot, brut on manufacture; article: pour fumeurs: allumettes.
 - Et généralement tous services, pro-duits et articles susceptibles d'être identifiés par la présente marque,

Signature du Déposant,

L 46

Signature du Greffier,

Légende

Cette marque destinée à désigner les produits ci-contre

la dénomination "HERMES"

considérée en elle-même et indépendamment de toute forme distinctive. Elle s'appose sous toutes formes et par tous mayens appropriés sur les produits et leurs emballages, ainsi que sur les papiers de commerce, factures, etc...

Renouvellement du dépôt N°3112 cembre 1936 et

Destinée à Désigner:

Provints agranter et bertiones prains, farmes, colons brujs et aurires fibres, semences, citanta (C. 10.1). — Bola résidence et des prains, farmes, colons brujs et aurires fibres, semences, citanta (C. 10.1). — Bola résidence et des prains, farmes, colons brujs et aurires fibres, semences, citanta (C. 10.1). — Bola résidence et des prains, farmes, colons brujs et aurires fibres, semences, citanta (C. 10.1). — Bola résidence et des prains, farmes, colons brujs et aurires fibres, semences, citanta (C. 10.1). — Bola residence et de prains, consolience, citanta (C. 10.1). — Bola residence et de prains, consolience, citanta (C. 10.1). — Bola residence et de prains, consolience, citanta (C. 10.1). — Bola residence et de prains, colons et brujette et au nouvelle de l'active de l'active et alle le colons (C. 10.1). — Bola residence et de l'active et des la confridate et alle l'active et d'active et d'ac

Dépôta

annexé.

Signature du Déposant,

Signature du Greffier,

Signature du Greffier,

GREFFE DU TRIBUNAL de Commerce de la Seine

Dépôte C NOIT 951 19 , à /O b.
Par la Société MERMES, Société anonyme ayant son siège

social, 24, rue du Faubourg Saint-Honoré, PARIS, représentée par Monsieur MOREL, employé au CABINET LAVOIX, GEHET, COLAS, LAVOIX et JOURDAIN, Ingénieurs-Conseils, 2, rue Blanche, Paris, suivant pouvoir

Destinée à Désigner:

,à/0 k.O

Signature du Déposant,

/La marque ci-dessous prise indépendamment de toute forme distinctive qui peut marier de grandeur et de Dépot du 8 084 19 36 à couleur pourra etre apposée par tous de Monsieur Emile HERMES moyens appropriés sur les produits, emballages, papiers de commerce, ob-Représenté par G. PATRY S.D.A. 12, jets de publicité du déposant.

Greffe du Tribunal de Commerce de Paris Nº 311.787 24, Rue du Flubourg St-Honoré, PARIS Rue Henner, PARIS, mandataire suiva pouvoir enregistré et annexé.

"HERMES"

Destinée à désigner : Electricité (appareils et accessoires sauf les piles). Horlogerie, chronométrie, Sellerie, bourrelerie, fouets. Ebénis terie, meubles, encadrements, articles de chauffage, d'éclairage et de cuisson. Verrerie, cristaux, glaces et miroirs. Porcelaines, faiences, poteries. Coutellerie, instruments tranchants, armes blanches. Boisselerie, brosserie, balais, paillasons, nattes, vannerie commune. Vetements confectionnés en tous genres. Chapellerie, mode, plumes de parures, flours artificielles. Ganterie. Chaussures en tous Jenres, cirages et graisses pour cuirs. Cannes, parapluies, parasols, articles de voyage. Bijouterie, orfevrerie, joaillerie, en vrai ou en faux. Marcquinerie, éventails, bimbloterie, vannerie fine. Parfumerie, savons, peignes, éponges et autres accessoires de toilette. Articles pour fumeurs, papiers à cigarettes, tabacs fabriqués. Jouets, jeux divers, cartes à jouer, articles de peche, de chasse et de sport. Imprimés, papiers et cartons, papeterie, librairie, articles de bureau, encres à écrire, à imprimer, à tempon, reliure, articles de réclame. Objets d'art et d'ornement, sculptés, peints, gravés, dithographiés, photographie, caractéres d'imprimerie. Produits divers non spécifiés dans les autres classes, marques utilisées pour le commerce de produits multiples. Classes: 21.26.36.39.40.41.42.43.48.50.52.53.54.56.57,58.59.60.72. 74.80.

Signature du Grefs



.HERMES DOMAIN NAME REGISTRATION POLICIES

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CHAPTER 1. Definitions, scope of application and eligibility

Article 1. Definitions

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

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

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	1
Eligibility Requirements	means the requirements set out in Annex 3 below;
Eligible Trademark	means a registered trademark that meets the requirements set out in the applicable version of the "Trademark Clearinghouse Guidelines", made available on http://www.trademark-clearinghouse.com , and inclusive of trademarks taken up in Annex 1;
General Availability	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (http://ww.icann.org);
Launch	means the moment as of which the Registry allows third parties other than the Registry to register Domain Names;
Phase	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
PICDRP	Means the Public Interest Commitment Dispute Resolution Procedure as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
Policy	means these .HERMES Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
Pre-Launch Phase	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names;
Registrant	means the person or entity in whose name a Domain Name is registered;
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
Registry	means HERMES INTERNATIONAL, having its company seat at 24 Rue du Faubourg Saint-Honoré, Paris 75008, France, and registered with the French trade register under number 572 076 396 00017;

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Registry Blocked Name	Means those Domain Names for which the mitigation measures described in the Name Collision Occurrence Assessment have not been implemented and that are blocked for registration in accordance with Section 6.2 of Specification 6 to the Registry Operator Agreement;
Registry Operator Agreement	means the agreement entered into by and between the Registry and ICANN on (date);
Registry- Registrar Agreement	means the agreement made available by the Registry on (URL to be included);
Registry Reserved Name	means a Domain Name mentioned on the list contained in Annex 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry's discretion;
Registry Web Site	means the various pages and websites available under http://www.registry.HERMES and/or http://www.nic.HERMES ;
Reserved Name	means a Domain Name mentioned on the list contained in Annex 2 hereto, which will not be available for registration;
Shared Registry System	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants;
Sunrise Phase	means (one of) the distinct timeframe(s) during which Applicants will be able to pre-register (<i>i.e.</i> , reserve for registration) the Domain Names for which they hold a validated trademark, as indicated by the Trademark Clearinghouse and/or the Registry;
Sunrise Process	means the process described in Article 6 hereof;
Term	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
TLD	means Top Level Domain;
Trademark Claims Period	means the timeframe during which Trademark Claims Services for .HERMES are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse, whereby i) notice is given to Applicants of the scope of the rights of trademark holders who registered their rights with the Trademark Clearinghouse as provided in

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	the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the registration after it is effected;
Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
Trademark Clearinghouse Operator	means the organization operating the Trademark Clearinghouse, as appointed by ICANN and active through http://www.trademark-clearinghouse.com ;
Trademark PDDRP	Means the Trademark Post-Delegation Dispute Resolution Procedure, as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
UDRP	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in http://www.icann.org/dndr/udrp/policy.htm ;
URS	means the Uniform Rapid Suspension procedure, as adopted by ICANN and as described at http://newgtlds.icann.org/en/applicants/urs .

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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 the terms of the Registry Operator Agreement;
 - how Applications can be submitted to the Registry during the different Phases devised by the Registry, as well as how the Registry will deal with Domain Name Registration requests, in case the Registry would allow at its sole discretion, at a certain point in time, one or more (categories of) third parties to register one or more Domain Name(s), by liberalizing the initial Eligibility Requirements (i.e. the Launch of the .HERMES TLD);
 - 3. the way in which Applications will be processed and, insofar these Applications are submitted during the Sunrise Period, and validated by the Trademark Clearinghouse Operator;
 - 4. the rules under which Applications or subsequent Domain Name Registrations may be challenged; and
 - 5. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .HERMES launch and the preservation of the integrity of the Registry's trademarks, as well as setting out the basic rules and procedures applicable to:
 - Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;
 - the Registry:
 - the Accredited Registrars;
 - any party in whose name a Reconsideration Request is submitted;
 - any person or entity interested in obtaining a Domain Name.
- 2.2. In order to ensure a proper, fair and technically sound administration of the Launch of the .HERMES TLD, the Registry has put in place the processes and procedures described in this Policy, which will apply to Applications and/or Domain Name Registrations effected within specific timeframes set by the Registry.
- 2.3. 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.

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Article 3. Eligibility

- 3.1. In order to be eligible to submit an Application or maintain a Registration in the .HERMES TLD, the Applicant or 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. These new criteria enter into force following publication on the Registry Web Site unless stated otherwise in the Eligibility Requirements.
- 3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry to register Domain Names, it will develop and publish further practical guidance on such launch, if it deems fit.
- 3.3. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that the Applicant did not fulfil the requirements set out in the Policy at the time of receipt of the corresponding Application by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that said Application, Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of the opinion that the Applicant and/or Registrant does not meet all of the Eligibility Requirements in force at that time and such noncompliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the HERMES brand and/or any of the Registry's trademarks.
- 3.4. The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith. Whenever parties other than the Registry will be entitled to register Domain Names in the .HERMES TLD or obtain the delegation of certain roles and responsibilities with respect to such Domain Names (as indicated in the additional Contacts associated with such Domain Names), the Registry will develop a policy as regards the name servers and services associated with such Domain Names.
- 3.5. The Registry shall at all times be entitled to define and introduce a verification process in order to confirm that the Application and/or Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force during the respective Phases.

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CHAPTER 2. The .HERMES Launch Process

Article 4. Purpose and principles

- 4.1. This Policy contains the terms and conditions under which the Registry, Applicants and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .HERMES TLD.
- 4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Annex 1 for its own use. The Registry may change such Annex 1 at any point in time and at its sole discretion.
- 4.3. Any and all Applications or Domain Name Registration requests must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Applicant or Registrant, but for its own account.
- 4.4. However, the Registry will only effectuate a Domain Name Registration insofar and to the extent that:
 - the Registrant meets the Eligibility Requirements;
 - the Domain Name meets all the criteria set out in this Policy;
 - the Domain Name is available; and
 - the Accredited Registrar holds sufficient funds with the Registry.
- 4.5. Any Application submitted during the Pre-Launch phase, the Sunrise Process, the Trademark Claims Period or General Availability must meet the relevant terms and conditions as set out in this Policy. All conditions that are not indicated to relate to a specific phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and/or Domain Name Registrations.
- 4.6. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

Article 5. The .HERMES Pre-Launch Phase

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

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Article 6. Sunrise Phase

6.1. Overview of the Sunrise Process

The Registry shall organize one or more Sunrise Processes in connection with and/or after the Launch.

Unless provided otherwise by the Registry, the Sunrise Process shall last for 60 days and shall commence 60 days prior to the day indicated by the Registry on the Registry Web Site to be the day of the Launch.

6.2. Validation of Claims during the Sunrise Phase

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

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

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

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

- the respective Application corresponds to an Eligible Trademark; and
- the Applicant is the registered owner of the Eligible Trademark or, if the Applicant claims to be a licensee authorized to use the Eligible Trademark by the registered owner of the Eligible Trademark or the Applicant claims to be the assignee, that the relevant party is authorized to file the Application.

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

6.3. Use of the Trademark Clearinghouse during the Sunrise Period

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

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necessary, correct such data in order to enable Applicants to submit accurate and up-to-date Applications to the Registry in accordance with the terms and conditions of the Trademark Clearinghouse Operator.

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

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

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

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

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

Article 7. Trademark Claims Period

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

Article 8. Processing of Applications; Exchange of Information

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

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

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

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CHAPTER 3. Domain Name Allocation

Article 9. Domain Name Allocation for Registry Reserved Names

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

Article 10. Domain Name Allocation during the Sunrise Processes

10.1. Single Applications

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

10.2. Multiple Applications

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

Article 11. Domain Name Allocation during General Availability

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

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

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CHAPTER 4. Dispute Resolution Policies

Article 12. Disputes relating to registered Domain Names

- 12.1. Every Registrant acknowledges and accepts:
 - that any proceedings concerning a Domain Name must be conducted before the dispute resolution providers appointed by ICANN to handle UDRP, URS and/or Trademark PDDRP proceedings. These proceedings must be handled in accordance with the relevant rules and supplemental rules adopted by these dispute resolution providers for handling such proceedings; and
 - to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP, URS and/or Trademark PDDRP against the Registrant in compliance therewith and with the relevant rules and supplemental rules.
- 12.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar or in the procedural rules, the language of the proceedings shall be the language of that agreement.
- 12.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to an Application or Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete an Application or Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.
- 12.4. Every Registrant shall fully cooperate with reasonable requests by the Registry to assist in responding to a PIC report that may be forwarded to the Registry in accordance with the PICDRP.

Article 13. Eligibility Reconsideration Proceedings

- 13.1. If, after an *ex officio* review by the Registry and/or following submission of a complaint to the Complaints Point of Contact, the Registry determines that the Domain Name Registration in question did not meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.
- 13.2. The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.

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- 13.3. If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.
- 13.4. No Applicant and/or Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

CHAPTER 5. General Provisions

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

- 14.1. Every Domain Name must meet the following technical and syntax requirements:
 - the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen ("-"), subject to the restrictions set out below;
 - the Domain Name cannot begin or end with a hyphen ("-");
 - underlined characters are not allowed;
 - the Domain Name cannot exceed 63 characters (excluding the TLD);
 - the Domain Name must have a minimum length of 1 character.
- 14.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.
- 14.3. Domain Names that are identical to Registry Blocked Names will be unavailable for registration.
- 14.4. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .HERMES TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).
- 14.5. Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the Applicant will obtain such consents before actually registering, delegating and using these Domain Names.

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Article 15. Term of Registration

- 15.1. When registering a Domain Name, the Applicant / Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered.
- 15.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.
- 15.3. The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

Article 16. Amendments

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

Article 17. Liability

- 17.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.
- 17.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit

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to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

- 17.3. Applicants and Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.
- 17.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.
- 17.5. The Registry are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

Article 18. Representations and Warranties

- 18.1. When submitting an Application during the Sunrise Process, the Applicant and its Accredited Registrar represent and warrant that:
 - the Applicant is the owner of the Eligible Trademark described in the Application, or is the assignee, or is a licensee, duly authorized by the holder of the Eligible Trademark described in the Application to use that Eligible Trademark as the basis for that Application;
 - the Eligible Trademark mentioned in the Application is and will be, on the date on which the Application Data is validated by the Trademark Clearinghouse Operator in the context of a Sunrise Process, a legally valid, registered and Eligible Trademark;
 - any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the procedures set out by the Trademark Clearinghouse Operator and the Registry; any Documentary Evidence submitted shall contain complete, accurate, up-to-date information as required by the Trademark Clearinghouse Operator and/or the Registry shall not be fraudulent.
- 18.2. Any Applicant, any party submitting a Domain Name Registration request and any Registrant represents and warrants that:
 - to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;

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- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.
- 18.3. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the Applicant represents and warrants that:
 - the Application, casu quo the Domain Name Registration contains true, accurate and upto-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 Applicant; and
 - the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the HERMES brand, and any and all (intellectual property) rights associated therewith.
- 18.4. The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:
 - that does not contain complete and accurate information as described in 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 .HERMES 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.

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18.5. 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 19. Payment of Applicable Fees Due

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

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

Article 20. Notices

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

Article 21. Assignment

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

Article 22. 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 23. 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

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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 24. 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 25. Language

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

Article 26. Applicable Law; Jurisdiction

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

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 Paris, France 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 (**Paris, France**).

CHAPTER 6. Annexes

Annex 1: Registry Reserved Names

Annex 2: Reserved Names

Annex 3: Eligibility Requirements and Criteria

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ANNEX 1: Registry Reserved Names

Article 1. Definitions

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

Article 2. General list of Registry Reserved Names

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

- 1. Two-character labels¹
- 2. HOME.HERMES
- 3. WWW.HERMES
- 4. NIC.HERMES
- 5. RDDS.HERMES
- WHOIS.HERMES

Article 3. Country and Territory Names

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

- 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;
- 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:
- 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.

¹ All two-character labels shall be initially reserved. The reservation of a two character label string may be released to the extent that Registry Operator reaches agreement with the government and country-code manager. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes

Article 4. International Olympic Committee; International Red Cross and Red Crescent Movement

The Domain Names, including their IDN variants, where applicable, relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD.

Article 5. International Organisations

The Domain Names listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD.

Article 6. Categories of Registry Reserved Names

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

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

ANNEX 2: Reserved Names

Article 1. Definitions

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

Article 2. Reservation of the label "EXAMPLE"

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

Article 3. Categories of Reserved Names

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

- defamatory names; and
- names and brands of competitors.

ANNEX 3: Eligibility Requirements and Criteria

Article 1. Definitions

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

Article 2. Eligible Registrant

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

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.