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

Richemont DNS Inc. ("**Registry Operator**"), in connection with the execution of the Registry Agreement for the .JLC TLD (the "**Registry Agreement**"), hereby applies for .JLC TLD to be qualified by ICANN as a .Brand TLD.

Founded in 1833, Manufacture Jaeger-LeCoultre, Branch of Richemont International SA ("**JLC**") is a high-end, luxury watch and clock manufacturer based in Le Sentier, Vaud, Switzerland. Since its establishment in 1833, it has been acknowledged as the Grande Maison of the Vallée de Joux.

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 are accurate and not misleading in any respect.

Specifically:

- The JLC string is identical to the textual elements of the JLC trademark, registered in the United States, namely, U.S. Registration No. ███████ ;
- The JLC trademark is recorded with, and has been issued a signed mark data file by, the Trademark Clearinghouse;
- The JLC trademark is owned by Richemont International SA ("**Richemont**"), an affiliate of Registry Operator, and is used by Richemont as a recognized acronym for its famous JAEGER-LECOULTRE registered trademark. Although the registration for the JLC trademark itself was issued subsequent to the .JLC gTLD application submission, the .JLC TLD clearly satisfies all the substantive requirements for ".Brand TLDs";
- The JLC mark does not begin with a period or a dot and is used by Richemont in the conduct of one or more businesses that are unrelated to the provision of TLD registry services;
- Only Registry Operator and its Affiliates or Trademark Licensees will be registrants of domain names in the .JLC TLD and control the DNS records associated with domain names at any level in the .JLC TLD; and
- The .JLC TLD is not a Generic String TLD (as defined in Specification 11).

Registry Operator also represents that the trademark registration attached hereto as <u>Exhibit A</u> and the registration policies attached hereto as <u>Exhibit B</u> are complete and accurate copies of

the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

An exemption of the Code of Conduct for the .JLC TLD is appropriate because: (i) all domain name registrations in the TLD will be registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator, its Affiliates, or Trademark Licensees (as defined by Paragraph 6.2 of Specification 13), (ii) Registry Operator will not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator or a Trademark Licensee, and (iii) application of the Code of Conduct to the TLD is not necessary to protect the public interest.

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 Lorna Gradden.

Submitted by:	
Position:	
Dated:	14 May 2014
Email:	

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Exhibit A

Trademark Registration

United States of America
United States Patent and Trademark Office

JLC

Reg. No. ▇▇▇▇▇▇

Registered Dec. 17, 2013

Int. Cls.: 35, 38, 42 and 45

SERVICE MARK

PRINCIPAL REGISTER

RICHEMONT INTERNATIONAL SA (SWITZERLAND SOCIÉTÉ ANONYME (SA))
ROUTE DES BICHES 10
CH-1752 VILLARS-SUR-GLÂNE - FRIBOURG
SWITZERLAND

FOR: RETAIL STORE SERVICES IN THE FIELD OF LUXURY GOODS PROVIDED VIA THE INTERNET AND OTHER COMPUTER AND ELECTRONIC COMMUNICATION NETWORKS; INPUT, ADMINISTRATIVE MANAGEMENT AND RESEARCH, NAMELY, ANALYSIS, EVALUATION, CREATION AND BRAND ESTABLISHMENT OF DOMAIN NAMES OF COMPUTER NETWORKS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FOR: TELECOMMUNICATION SERVICES, NAMELY, TRANSMISSION OF MESSAGES; ROUTING OF INTERNET REQUESTS FROM END USERS TO PROVIDERS OF HOSTING FOR INTERNET SITES; PROVISION OF ACCESS TO ON-LINE COMPUTER DATABASES RELATING TO DATA CONCERNING DOMAIN NAME REGISTRATIONS , IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FOR: INTERNET PROTOCOL (IP) ADDRESS VERIFICATION AIMED AT ENABLING OR REFUSING ACCESS TO DATA AND SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FOR: REGISTRATION OF DOMAIN NAMES FOR IDENTIFICATION OF USERS ON A GLOBAL COMPUTER NETWORK, INCLUDING COORDINATION OF REGISTERING DO-MAIN NAMES FOR IDENTIFICATION OF USERS AND INTERNET PROTOCOL ADDRESSES ON THE INTERNET, IN CLASS 45 (U.S. CLS. 100 AND 101).

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

PRIORITY DATE OF 6-5-2012 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1144969 DATED 11-15-2012, EXPIRES 11-15-2022.

SER. NO. 79-124,060, FILED 11-15-2012.

SETH A. RAPPAPORT, EXAMINING ATTORNEY

Deborah S. Cohn

Commissioner for Trademarks of the
United States Patent and Trademark Office

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**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

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Requirements in the First Ten Years*
What and When to File:

> *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

> *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
> *See* 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*
What and When to File:

> You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

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**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

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***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

TLD Registration Policies

PRIVATE & CONFIDENTIAL
Draft .JLC Domain Name Registration Policy

Dated May 2014

.JLC Domain Name Registration Policy

This .JLC Domain Name Registration Policy (the "**.JLC Domain Policy**") sets out the terms and conditions governing the registration and use of domain names in the .JLC Top-Level Domain.

This .JLC Domain Policy may be updated periodically, without prior notice, so please regularly check our website to keep informed of updates. Changes will take effect on no less than fifteen (15) days' notice. The current version can be found at *nic.jlc/policy* and was last updated in February 2014. You acknowledge that the continued registration or use of a .JLC domain name after any update takes effect constitutes your acceptance of the updated version. Your exclusive remedy in case of any disagreement with the current terms of this .JLC Domain Policy is to cancel your domain name registration in accordance with your rights under this .JLC Domain Policy.

Definitions & Interpretation

Abuse Point of Contact means the .JLC Top-Level Domain's abuse response team, which can be contacted at ▮▮▮▮▮▮▮▮▮

Acceptable Use means the standards of acceptable use set out in this .JLC Domain Policy.

Affiliate has the meaning set out in the Registry Agreement.

Authorised Dealer Addendum means an addendum entered into between the Brand and the Trademark Licensee expressly permitting the use of the .JLC domain.

Brand means Manufacture Jaeger-LeCoultre, a branch of Richemont International SA, and any other Affiliate or company that owns associated intellectual property rights, trademarks and other naming rights relating to the JLC brand.

.JLC means the .JLC Top-Level Domain.

.JLC Registry means the registry operated by Registry Operator relating to the .JLC Top-Level Domain.

ICANN means the Internet Corporation for Assigned Names and Numbers.

Identical Match means that the domain name consists of the complete and identical textual elements of a mark. In this regard: (a) spaces contained within a mark that are either replaced

by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it ("@" and "&"); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural and no "marks contained" qualify for inclusion.

Losses means all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties.

Registrant (or "**you** or **your**") means an individual or entity seeking to initiate registration of a .JLC domain name.

Registrar means Com Laude or any other registrar designated by Registry Operator from time to time.

Registry Agreement means the agreement entered into between ICANN and Registry Operator relating to the designation of Registry Operator as the registry operator for the .JLC Top-Level Domain.

Registry Operator (**or "we" or "us"**) means Richemont DNS Inc., a company incorporated in Switzerland whose place of business is at Hinterbergstrasse 22, Steinhausen 6312, Switzerland.

Registry Services Provider means Neustar Inc., the entity providing back-end technical and operational services for the .JLC Registry.

Trademark Claims means notice to a prospective domain name Registrant of the scope of the trademark holder's rights whereby the prospective Registrant warrants that: (i) they have received notification that the trademark(s) is included in the Trademark Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe on the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the Registrant attesting to its non-infringement, the Registrar or the Trademark Clearinghouse will notify the trademark holders(s) of the registration.

Trademark Clearinghouse means a central storage repository of validated (authenticated) trademark rights-related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services.

Trademark Licensee has the meaning set out in Specification 13 the Registry Agreement.

Top-Level Domain means the final characters after the dot in a domain name; in the case of nic.jlc, this is "JLC".

Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.

Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

References to any legislation are references to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it so far as the amendment, replacement or re-enactment does not substantially change the effect of that legislation or does not adversely affect the liabilities or obligations of the parties under this .JLC Domain Policy.

All communications and information under this .JLC Domain Policy shall be in English.

Registration Eligibility

Eligibility to register a .JLC domain name, at any level, is limited to Registry Operator, its Affiliates, or its Trademark Licensees in accordance with the Domain Name Registration Rules set out below.

Registry Operator reserves the right, for any reason, to periodically verify .JLC domain name registration eligibility. Any determination as to such eligibility shall be made by Registry Operator in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. Registry Operator reserves the right, in its sole discretion, to suspend, cancel, revoke, or take any other action it deems necessary with respect to a .JLC domain name registration in the event it determines that the registration or use of such domain name violates the registration eligibility criteria. Questions about any determination by Registry Operator as to .JLC domain name registration eligibility should be directed to the designated Registry Operator Contact at ████████

To assist in ensuring compliance with the .JLC Domain Policy, "privacy" or "proxy" registrations may not be permitted in the .JLC Top Level Domain.

Registration Terms & Conditions

By submitting a request to register a .JLC domain name, or by asking us to maintain or renew a .JLC domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by this .JLC Domain Policy;

- you warrant and represent that you meet the .JLC domain name registration eligibility criteria. If, after registration, you no longer meet the eligibility criteria, you will notify the Registry Operator in writing;

- you warrant and represent that you are legally capable, and authorised to enter into agreements with respect to a .JLC domain name registration;

- you acknowledge and agree that all .JLC domain name registrations are, and shall irrevocably remain, the sole property of Registry Operator and that any attempted transfer, delegation, or assignment to any third party may be invalid;

- you agree that registration of a .JLC domain name merely provides you with a temporary, revocable, and non-transferrable licence to register that domain name, and you agree that all .JLC domain name registrations are made for the benefit of Registry Operator in furtherance of its goals and operating principles;

- you agree that your registration and use of a .JLC domain name including any related website or other online presence is subject to quality control monitoring in furtherance of the goals and operating principles of the .JLC Top Level Domain;

- you agree that Registry Operator's WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .JLC domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, including compliance with legal obligations, Registry Operator may publish these contact details publicly or provide them to third parties;

- you agree to immediately (but at least within 48 hours of any change) update your contact details by submitting a written notification to the Registry Operator and to certify their accuracy at least annually:

  o you agree that any proposed change or update to your contact details may be subject, in its discretion, to prior approval by Registry Operator;

  o Registry Operator reserves the right to periodically verify your contact details, and to suspend, cancel or revoke your domain name registration for any non-compliance with this .JLC Domain Policy including your obligation to provide accurate and current contact details;

  o you agree to indemnify and hold Registry Operator harmless for any communication failure due to your provision of inaccurate contact details; and

- o you understand that Registry Operator disclaims all liability for any communication failure due to your provision of inaccurate contact details;

- you understand and agree that, where relevant and in appropriate circumstances, the publicly-available WHOIS information for .JLC domain name registrations may reflect Registry Operator as the domain name registrant;

- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law, you recognize that doing so may carry consequences such as suspension or cancellation of your domain name registration;

- you agree that for certain aspects of the management of the .JLC Top-Level Domain, for example a rapid takedown process, Registry Operator may delegate certain functions to a relevant third party, such as the Registry Services Provider or Registrar;

- you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including:

  - o the Uniform Domain Name Dispute Resolution Policy ("UDRP"); the UDRP and rules are located at: http://www.icann.org/en/help/dndr/udrp; and

  - o the Uniform Rapid Suspension system ("URS"); the URS and rules are located at: *http://newgtlds.icann.org/en/applicants/urs.*

- you agree to the applicability of any expedited suspension mechanism that may be developed by Registry Operator in particular to provide a means for rights holders to efficiently take down domain names suspected of trademark abuse such as counterfeit-related activity.

Suspension, Revocation and Termination

You agree that Registry Operator reserves the right, in its sole discretion, to immediately at any time suspend, lock, cancel, revoke, transfer or otherwise alter, or terminate any .JLC domain name registration in the event that:

- Registry Operator reasonably believes that you have violated or acted inconsistently with this .JLC Domain Policy, or violated the rights of Registry Operator, its Affiliates, Trademark Licensees or any third party;
- You no longer fulfill the .JLC domain name registration eligibility criteria;
- You are in breach of the standards of Acceptable Use;
- You fail to make payment of any fees or charges;

- Registry Operator reasonably believes that counterfeit goods, or any goods and/or services that infringe any intellectual property rights are being advertised, promoted, offered or sold on a site affiliated with or otherwise resolves from the .JLC Top-Level Domain;
- You fail to comply with Registry Operator's technical and operational protocols, as set out in this .JLC Domain Policy or as otherwise notified to you from time to time; or
- Registry Operator reasonably believes that such action is required (i) to protect the interests of Registry Operator; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process, including ICANN-mandated rights protection mechanisms; (iii) to avoid any civil or criminal liability against Registry Operator or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to this .JLC Domain Policy; (v) to remedy any error in connection with a .JLC domain name registration; or (vi) as otherwise deemed necessary by Registry Operator.

Domain Name Registration Rules

Domain name registrations in the .JLC Top-Level Domain follow a four-step process managed by Registry Operator: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; and (iv) Registration.

.JLC domain name registrations are available to eligible Registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .JLC Top-Level Domain, they will be subject to the .JLC IDN registration pairing rules as and when they are developed.

Eligible Registrants who meet the Naming Convention Check and Acceptable Use Review will be provided a secure identification token for presentation to the Registrar as a prerequisite for the processing of any .JLC domain name registration or renewal (as determined appropriate by Registry Operator).

(i) Eligibility Confirmation

Only Registry Operator, Registry Operator's Affiliates, or Trademark Licensees who agree to be bound by the terms of this .JLC Domain Policy are eligible to register or use a .JLC domain name. .JLC domain names may not under any circumstances be registered to or used by third parties other than Registry Operator, Registry Operator's Affiliates, or Trademark Licensees.

Prior to any .JLC domain name registration or renewal, and at any time during the registration life cycle, domain name registrations may be subject to verification by Registry Operator for compliance with this .JLC Domain Policy including as to the continuing compliance with the eligibility criteria.

When registering or renewing a domain name, you agree and must confirm to the reasonable satisfaction of the Registry Operator, that you will at all times comply with the following eligibility criteria:

- You are the Registry Operator, its Affiliate, or a Trademark Licensee. Where you are a Trademark Licensee, you have entered into a written Authorised Dealer Addendum in the regular course of business that expressly authorises you to register a .JLC domain (but that is not primarily for the purpose of obtaining a .JLC domain name registration);
- The second level domain is (i) identical to, or is a recognized abbreviation or acronym of, the textual elements protectable under applicable law of a registered trademark valid under applicable law in relation to which you have rights of use; (ii) in the case of a Trademark Licensee, is a recognised trading name of the Trademark Licensee to which there is proof of use; (iii) is a Reserved Name specifically reserved for use by the Registry Operator or its Affiliate or is (iv) a premium second level domain designated by the Registry Operator;
- You agree that the domain will be operated as a live platform;
- You agree that your .JLC domain name registration does and will at all times comply with the following requirements:
    - the .JLC domain name registration shall comply with the Brand's image and reputation as a luxury brand and manufacturer of prestige products of the highest technical and artistic quality;
    - any website under the .JLC domain name will only incorporate content which relates to the Brand that has been provided by or obtained prior written approval from the Brand;
    - mock ups of the webpages under the .JLC domain which contain content related to the Brand shall be provided to the Brand and the Registry Operator at least one (1) month before the launch date unless prior written approval waiving such deadline is obtained from the Brand and/or Registry Operator;
    - any changes made to the webpages under the .JLC domain name which contain content related to the Brand must only be made with prior written approval from the Brand and the Registry Operator;
    - you shall comply with all reasonable amendments, alterations or deletions to the website under the .JLC domain name as requested by the Brand and/or the Registry Operator; and
    - any e-mail address or website under the .JLC domain name shall only advertise, promote, show, exhibit, offer or sell products of the Brand.

(ii) Naming Convention Check

.JLC domain names must meet the following technical conditions:

a. must be at least 1 character and no more than 63 characters long;
b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these;
c. must start and end with an alphanumeric character, not a hyphen;

   d. must not be a Reserved Name; and

   e. must not at the second-level contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid IDN in ASCII encoding (for example "xn--ndk061n").

(iii) Acceptable Use Review

By asking us to register or renew a .JLC domain name registration, you warrant and represent that your .JLC domain name registration does and will at all times comply with this .JLC Domain Policy.

In particular, your registration or renewal of a .JLC domain name is subject to Registry Operator's satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during, a .JLC domain name registration.

(iv) Registration

Provided that the .JLC Eligibility Confirmation, Naming Convention Check, and Acceptable Use Review are satisfied, and any associated fees paid, Registry Operator will provide a secure instruction per its internal domain management process to the Registrar to proceed with the registration or renewal of your .JLC domain name.

Renewal and Cancellation

At the conclusion of the registration period for your .JLC domain name, unless you have instructed the Registrar otherwise, with a copy to us, prior to the expiration of your .JLC domain name registration, you will be deemed to ask the Registrar to renew and the Registrar will renew your .JLC domain name registration on the basis of an agreed standing renewal order. In the event your .JLC domain name registration is renewed, the Registrar will collect any applicable renewal fees from you.

If at any point prior to the registration expiration date you no longer wish to maintain your .JLC domain name registration, you may submit a written request by email to Registry Operator at ▮▮▮▮▮▮▮ and the Registrar requesting cancellation of your registration. Please note that if you cancel your .JLC domain name registration, Registry Operator is under no obligation to make that domain name available for your future registration.

Agents and Representatives

You may instruct an agent or representative to act on your behalf to register or maintain the registration of a .JLC domain, and all instructions from a duly authorised agent or representative shall be deemed to be given by you. We will not act on any instructions without the disclosure of a secure identification token. We are not liable for any Losses suffered in connection with our acting on these instructions.

Acceptable Use

Registry Operator reserves the right to periodically review .JLC domain name registrations and uses for compliance with this .JLC Domain Policy. The standards of Acceptable Use include the following:

- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law;

- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law;

- your use of a .JLC domain will not:

  o give rise to any morally objectionable or otherwise socially questionable conduct;
  o violate any applicable laws or regulations;
  o be used in any way to harm the reputation or goals and operating principles of Registry Operator;
  o be used in connection with a criminal offence under applicable national laws or regulations or against public order or applicable ethical standards and codes;
  o be used in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;
  o be used for any unlawful purpose whatsoever, including fraud or terrorism;
  o be used in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;
  o be used in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;
  o be used in any way which promotes discrimination or is likely to incite hatred;
  o be used in conjunction with any political purpose; or
  o be used in any way which may infringe the intellectual property rights of third parties or which promotes any unlawful act.

Technical and Operational Protocols

By registering a .JLC domain name, or by asking us to maintain or renew a .JLC domain name registration, you agree to employ any security protocols determined by Registry Operator to be appropriate from time to time for the timepiece-related industry served by the . JLC Top Level Domain.

Reserved Names

The following terms are reserved from registration by third parties:

a. reserved terms prohibited by ICANN from availability for registration including as provided in the Registry Agreement, and in particular:
  1. the terms "example", "www", "rdds", and "whois" at all levels, which at Registry Operator's discretion shall be withheld from registration or allocated to Registry Operator; and
  2. the term "nic", at all levels, as this term shall be allocated to Registry Operator for use in connection with the operation of the .JLC Top-Level Domain
b. any term reserved by Registry Operator from time to time; or
c. any obscene or offensive term.

Rapid Takedown Process

In furtherance of Registry Operator's efforts aimed at abuse prevention and mitigation, or where it appears that a .JLC domain name is being used to threaten the stability or security of the .JLC Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by Registry Operator, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to Registry Operator on which basis the subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of Registry Operator's request, Registry Operator may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If Registry Operator determines that the subject domain name is being used to threaten the stability or security of the .JLC Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator reserves the right to immediately remove the subject domain name from the zone, in which case Registry Operator will inform the Registrar of such action being taken.

Abuse Prevention and Mitigation

Registry Operator will not tolerate abusive or malicious conduct (including illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal images, online sale or distribution of illegal pharmaceuticals or counterfeit products) in the .JLC Top-Level Domain. In addition to any monitoring Registry Operator may undertake to prevent abusive or malicious conduct, Registry Operator has established an Abuse Point of Contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and

governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .JLC Top-Level Domain.

In the event of any suspected abusive or malicious conduct or violation of this .JLC Domain Policy or any applicable laws, Registry Operator may suspend or lock your domain name registration pending resolution of any such suspected violation. Registry Operator may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, Registry Operator may periodically conduct technical analyses to assess whether domain names in the .JLC Top-Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets; Registry Operator may provide such analysis to third parties in its sole discretion. If Registry Operator identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the Registrar does not take immediate action, Registry Operator may cancel the domain name or suspend it until the matter is resolved.

Registry Operator or its authorised service provider may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

Abuse Point of Contact & Notices

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .JLC Top-Level Domain should be directed to the .JLC Abuse Point of Contact. Complaints may also concern WHOIS information accuracy, or concerns that a .JLC domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .JLC Abuse Point of Contact and any other notices can be sent by e-mail to: ▮▮▮▮▮▮▮ or by mail at: Registry Operator, c/o .JLC Registry Operator, Hinterbergstrasse 22, Steinhausen, 6312, Switzerland, or by phone as provided on registration.

Data & Privacy

By applying to register a .JLC domain name, or by asking us to maintain or renew a domain name registration, you agree to our gTLD Privacy Policy found at *nic.jlc/privacy*.

You agree that Registry Operator's WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .JLC domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, Registry Operator may publish these contact details publicly or provide them to third parties.

You also agree that ICANN may conduct WHOIS verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete WHOIS data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete WHOIS contact information, and that reports of such verification may be provided to third parties at the Registry Operator's sole discretion.

Applicable Law & Disputes

This .JLC Domain Policy shall be governed by and construed in accordance with the laws of Switzerland, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to this .JLC Domain Policy, including the validity, invalidity, breach or termination thereof, shall be adjudicated or arbitrated in accordance with this .JLC Domain Policy.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

(i) UDRP

By registering a .JLC domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: ███████████████████████ .

The UDRP is an out-of-court dispute resolution procedure for adjudicating a claim by a third party that your registration and use of a .JLC domain name infringes their trademark rights, i.e., your domain name registration is identical or confusingly similar to a trademark in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful UDRP proceeding would normally result in either the cancellation or transfer of a domain name registration to the UDRP complainant.

In the event of a UDRP decision concerning a .JLC domain name ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of this .JLC Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of this .JLC Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, Registry Operator will cancel the subject domain name registration. At Registry Operator's sole discretion, such cancelled domain name registration may be placed on a "reserved" list, or may be made available for registration under the terms of this .JLC Domain Policy.

(ii) URS

By registering a .JLC domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: http://newgtlds.icann.org/en/applicants/urs.

The URS is an out-of-court dispute resolution procedure similar to the UDRP for adjudicating a claim by a third party that your registration and use of a .JLC domain name infringes their trademark rights, i.e., your domain name registration is Identical or confusingly similar to a trademark in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful URS proceeding would result in the suspension or cancellation of your .JLC domain name for the duration of the registration period (with the complainant having the option of paying to extend that suspension for one year).

Limitation of Liability

Nothing in this .JLC Domain Policy shall operate to exclude or limit either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent concealment; or
- any other liability which cannot be excluded or limited under applicable law.

Under no circumstances shall Registry Operator be liable to you (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) for:

- any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- any indirect or consequential loss or damage whatsoever arising under or in relation to this .JLC Domain Policy,

even if we were aware of the possibility that such loss or damage might be incurred by you.

Under no circumstances shall the total aggregate liability of Registry Operator or its Affiliates or Trademark Licensees to you (however arising) under or in relation to this .JLC Domain Policy, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed a sum equal to one hundred percent (100%) of the total domain name registration fees paid by you to register the domain name under which the liability of Registry Operator has arisen.

Indemnity

You agree to indemnify and keep the Registry Operator and its respective Affiliates, Trademark Licensees, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all Losses which are suffered by, or are brought or threatened against, the Registry Operator and its respective Affiliates, Trademark Licensees, officers, directors, advisers, agents, employees, successors and assigns as the case may be, arising out of or in connection with use of the .JLC Domain Policy for:

- your breach of this .JLC Domain Policy; or
- any claim relating to the infringement of a third party's intellectual property rights.

General Terms and Conditions

If any provision, or part of a provision, of this .JLC Domain Policy is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this .JLC Domain Policy, and the legality, validity or enforceability of the remainder of the provisions of this .JLC Domain Policy shall not be affected, unless otherwise required by operation of applicable law.

This .JLC Domain Policy constitutes the entire agreement between you and us in relation to the registration or use of your .JLC domain name, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by us of a breach of any provision of this .JLC Domain Policy will not operate to be interpreted as a waiver of any other or subsequent breach.

.JLC Launch Policies

Trademark Claims Notice

For purposes of .JLC Trademark Claims, Registry Operator will recognise and honour all word marks that have been or are: (i) nationally or regionally registered; (ii) court-validated; or (iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Clearinghouse for inclusion – for purposes of Trademark Claims no demonstration of use is required.

The Registrar will provide notice to trademark owners whose marks have been validated by the Trademark Clearinghouse where a .JLC domain name registration which is an exact Identical Match to their trademark is registered during the first ninety (90) days .JLC registration is open for general registration.

During the Trademark Claims period, an attempt to register a domain name that is an Identical Match to a Trademark Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a Registrant's confirmation that they have received and understand the Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by Registry Operator in accordance with this .JLC Domain Policy. If, pursuant to this .JLC Domain Policy, a request to register a .JLC domain name which is an Identical Match to a Trademark Clearinghouse-validated mark is eligible and subsequently registered, Registry Operator or the Registrar will notify the relevant mark holders(s) of the registration.

TRADEMARK
NOTICE

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following [number] marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName>
   Jurisdiction: <tmNotice:jurDesc>
   Goods and Services: <tmNotice:goodsAndServices>
   International Class of Goods and Services or Equivalent if applicable:
   <tmNotice:classDesc>
   Trademark Registrant: <tmNotice:holder>
   Trademark Registrant Contact:
   <tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number:
UDRP Provider:

2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark
Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice, see <link to informational page>.