

.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

IG Group Holdings PLC ("Registry Operator"), in connection with the execution of the Registry Agreement for the .nadex TLD (the "Registry Agreement"), hereby applies for .nadex TLD to be qualified by ICANN as a .Brand TLD.

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

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

We confirm that the mark is used in the ordinary course of your business, on the goods of registration. We attach samples evidencing that use.

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:.

Submitted by: [REDACTED]
Position: Chief Innovation Officer

Dated: May 12, 2014
Email: [REDACTED]

Exhibit A

Trademark Registration

Our Ref: T524537US/TC

Your Ref:

7 June 2011

Dear 

**United States Trade Mark Registration No. 3966757 (formerly Application No. 77659536)
NADEX (word) in Classes 36 and 42 in the name of IG Group Limited**

I am pleased to confirm that the above application has proceeded to registration and the original Certificate of Registration is enclosed. Please note that, in the case of a US trade mark registration, there is a requirement to file a Declaration of Continued Use between the 5th and 6th years after the registration date (see details pertaining to this requirement below).

The principal details of the registration are as follows:

Country: United States of America

Proprietor: I G Group Limited

Trade Mark: NADEX

Goods/Services: 36 Financial services, namely, providing for the exchange of commodities, financial trading instruments, financial derivatives, and interest rate products; foreign currency exchange services; financial information services; financial information services provided on-line via a computer database or the Internet; providing information in the field of financial and trading instruments via computer database or the Internet.

42 Providing temporary use of on-line non-downloadable financial trading software.

Registration No: 3966756

Registration Date: 24 May 2011

Withers & Rogers LLP is a limited liability partnership registered in England and Wales (registered number OC310992) with its principal place of business and registered office at Goldings House, 2 Hays Lane, London, SE1 2HW. Regulated by IPReg.

Also at 1 Redcliff Street, Bristol BS1 6NP Tel: +44 (0)117 925 3030 Fax: +44 (0)117 925 3530
Nicholas Wilson House, Dormer Place, Leamington Spa, Warwickshire CV32 5AE Tel: +44 (0)1926 310700 Fax: +44 (0)1926 335519 and
Electric Works, Sheffield Digital Campus, Sheffield S1 2BJ Tel: +44 (0)114 286 6262 Fax: +44 (0)114 286 6266

Duration: 10 years

Renewal Due: 24 May 2021

Withers & Rogers Renewals LLP have been advised of the details of the registration and will endeavour to issue a renewal reminder at the appropriate time, as well as a reminder regarding the Declaration of Use. A Declaration of Use must be filed between the fifth and sixth anniversaries of the date on which the registration was granted. Failure to file this Declaration will result in the automatic cancellation of the registration.

To safeguard against the possibility of an attack on the grounds of non-use, the trade mark should be brought into use in relation to the services of the registration as soon as possible. Use should not be discontinued subsequently for any period of **three years** or more.


In the future, one of the following forms of notice should accompany each use of the registered mark when it is used in connection with the types of goods and/or services listed above:

1. ®
2. Reg. U.S. Pat. & TM Off.
3. Registered in U.S. Patent and Trademark Office

It is sufficient if the notice appears with one prominent use of the mark in any single advertisement or label, although the mark itself may appear several times. The notice should not be used with unregistered marks or with a registered mark if used in connection with goods or services other than those listed above. If the registered mark is used with additional types or goods or services, you should consider also registering it with respect to the additional types of goods or services.

Our file relating to this application will now be closed and sent to archives. We aim to keep archive files for fifteen years from the date of our last correspondence, other than renewal reminders (where applicable). Owing to the cost of storage, we expect to destroy files after that time. If you require papers from the file on this application, please let us know as soon as possible, so that copies can be made (subject to photocopying charges) and forwarded to you. This letter is expected to constitute our last correspondence to you in connection with this matter, therefore, the expected destruction date for our file is June 2026.

I would be grateful if you would acknowledge safe receipt of the enclosed Registration Certificate.

Kind regards, 



Duration: 10 years

Renewal Due: 24 May 2021

Withers & Rogers Renewals LLP have been advised of the details of the registration and will endeavour to issue a renewal reminder at the appropriate time, as well as a reminder regarding the Declaration of Use. A Declaration of Use must be filed between the fifth and sixth anniversaries of the date on which the registration was granted. Failure to file this Declaration will result in the automatic cancellation of the registration.

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In the future, one of the following forms of notice should accompany each use of the registered mark when it is used in connection with the types of goods and/or services listed above:

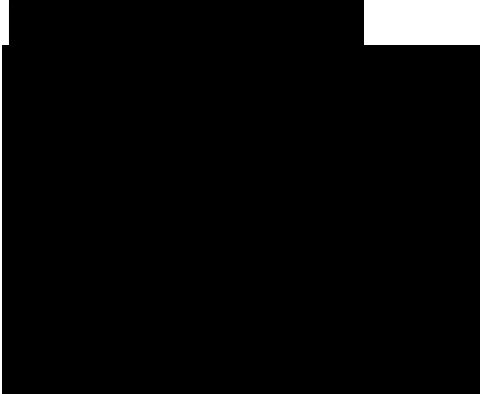
1. ®
2. Reg. U.S. Pat. & TM Off.
3. Registered in U.S. Patent and Trademark Office

It is sufficient if the notice appears with one prominent use of the mark in any single advertisement or label, although the mark itself may appear several times. The notice should not be used with unregistered marks or with a registered mark if used in connection with goods or services other than those listed above. If the registered mark is used with additional types or goods or services, you should consider also registering it with respect to the additional types of goods or services.

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Kind regards



United States of America

United States Patent and Trademark Office

NADEX

Reg. No. 3,966,756

Registered May 24, 2011

Int. Cls.: 36 and 42

SERVICE MARK

PRINCIPAL REGISTER

IG GROUP LIMITED (UNITED KINGDOM LIMITED COMPANY (LTD.))
FRIARS HOUSE
157-168 BLACKFRIARS ROAD
LONDON, UNITED KINGDOM SE18EZ

FOR: FINANCIAL SERVICES, NAMELY, PROVIDING FOR THE EXCHANGE OF COMMODITIES, FINANCIAL TRADING INSTRUMENTS, FINANCIAL DERIVATIVES, AND INTEREST RATE PRODUCTS; FOREIGN CURRENCY EXCHANGE SERVICES; FINANCIAL INFORMATION SERVICES; FINANCIAL INFORMATION SERVICES PROVIDED ON-LINE VIA A COMPUTER DATABASE OR THE INTERNET; PROVIDING INFORMATION IN THE FIELD OF FINANCIAL AND TRADING INSTRUMENTS VIA COMPUTER DATABASE OR THE INTERNET, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-22-2009; IN COMMERCE 6-22-2009.

FOR: PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE FINANCIAL TRADING SOFTWARE, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 6-22-2009; IN COMMERCE 6-22-2009.

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

SN 77-659,536, FILED 1-29-2009.

MICHELLE DUBOIS, EXAMINING ATTORNEY



David S. Kybas

Director of the United States Patent and Trademark Office

Exhibit B

TLD Registration Policies

1. DOMAIN NAME LICENSES

Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for a specified period of time in accordance with the Registry Rules. Domain Names may be registered and renewed for 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 years.

2. SELECTION OF REGISTRARS

As a brand gTLD, and in compliance with the Registry Agreement as modified by Spec 13, IG Group as the Registry Operator will designate no more than three ICANN accredited registrars at any point in time to serve as the exclusive registrar(s) for the .nadex gTLD. These registrars will be:

- i. be an accredited ICANN Registrar;
- ii. demonstrate a level of understanding of the Domain Name registration policies of the Registry;
- iii. have experience of managing the Domain Names of major corporations;
- iv. have proven tools for domain name portfolio management;
- v. have business processes to perform automated validation (and any additional human checks as required by the Registry) of the eligibility of the domain name for registration according to the Domain Name policies of IG Group;
- vi. demonstrate a sufficient level of security to protect against unauthorized access to the Domain Name records;
- vii. demonstrate experience and have appropriate resources in managing abuse prevention, mitigation and responses;
- viii. provide multi-language support for the registration of IDNs;
- ix. comply with any re-validation of its Registry-Registrar agreement at such regular intervals as are determined by the Registry or as required by ICANN from time to time;
- x. meet applicable technical requirements of IG Group; and
- xi. comply with all conditions, dependencies, policies and other requirements reasonably imposed by IG Group, including maintenance of suitable systems and applications that are capable of interacting with the Registry system.

3. ELIGIBLE REGISTRANTS

Eligible Registrants are defined as IG Group, Nadex, as well as their Affiliates or "Trademark Licensees".

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

- i. be an accredited ICANN Registrar;
- ii. such license is valid under applicable law;
- iii. such license is for the use of such trademark in the regular course of that entity's business outside of the provision of TLD Registry Services, and is not

- primarily for the purpose of enabling registration or use of domain names in the TLD;
- iv. such trademark is used continuously in that entity's business throughout the Term; and
- v. the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration

If the Registrant does not meet one of the above eligibility criteria, there is no entitlement to register a Domain Name under the .nadex gTLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately.

4. REGISTRY APPROVAL REQUIREMENT

Registration of Domain Names under the .nadex gTLD must be approved by IG Group in addition to meeting all requirements under the Registry Rules. IG Group's approval for a complete and validly submitted application will be authorized by:

- i. Mike Clark, Head of IT Production ("Authorization Provider"); or
- ii. an authorized person as nominated by IG Group ("Authorized Person") and notified to the Registrar from time to time.

The Authorization Provider will notify the Registrar of its decision.

5. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- i. availability;
 - a. the Domain Name is not already registered;
 - b. it is not reserved or blocked by the Registry; or
 - c. it meets all Registry's technical requirements.
- ii. technical requirements;
- iii. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
- iv. use of characters selected from the list of supported characters as nominated by the Registry; and
- v. any additional technical requirements as required by the Registry from time to time.
 - a. the Domain Name must be consistent with the mission and purposes of the gTLD and consistent with the Domain Name registration policy of IG Group, and include but not be limited to:
- vi. product name;
- vii. service name;
- viii. marketing term;
- ix. geographic identifier; or
- x. any relevant name or term as approved by Authorization Provider or Authorized Person.
 - a. compliance with all requirements under the Registry Rules: the Registrant must comply with all provisions contained in the Registry Rules.

6. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the

Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of ICANN's Registrar accreditation agreement.

The Registrant must represent and warrant that:

- i. it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- ii. the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- iii. it is entitled to register the Domain Name;
- iv. the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- v. if the use of registered Domain Name is licensed to a third party,
 - a. the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and
 - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- vi. if the use of registered Domain Name is licensed to a third party, it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registrant data complies with all applicable data protection laws and regulations; and
- vi. It has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

7. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with clause 3.7.7.1 of the ICANN's Registrar accreditation agreement), including but not limited to the following:

- i. if the Registrant is a company or organization:
 - a. name of a company or organization;
 - b. registered office and principal place of business; and
 - c. contact details of the Registrant including e-mail address and telephone number;
- ii. if the Registrant is a natural person:
 - a. full name of the Registrant;
 - b. address of the Registrant; and
 - c. contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

8. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- i. in the event the Registrant breaches any Registry Rules;
- ii. to comply with applicable law, court order, government rule or under any dispute resolution processes;

- iii. where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;
 - d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;
 - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
 - h. any other illegal or prohibited activities as determined by the Registry.
- iv. in order to protect the integrity and stability of the domain name system and the Registry;
- v. where such Domain Name is placed under reserved names list at any time; and
- vi. where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

9. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- i. comply with any additional registration policy on IDNs for each language;
- ii. meet all technical requirement for the applicable IDN;
- iii. comply with the IDN tables used by the Registry as amended from time to time; and
- iv. meet any other additional technical requirements as required by the Registry.

10. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement.

Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with IG Group's response to Question 22 Geographic Names.

11. RESERVED NAMES

The Registry may place certain names in its reserved list from time to time where:

- i. the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- ii. in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- iii. there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the gTLD; or
- iv. the Registry in its sole discretion decides certain names to be reserved for any reason.

12. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules.

The Registry does not provide pre-registration or reservation of Domain Names.

13. LIMITATION ON REGISTRATION/DOMAIN NAME LICENCES

There is no restriction on the number of Domain Names any Registrant may hold. The Registrant may further license the use of the Domain Name to any third parties provided that the Registrant enters into an agreement with such third parties on the terms not less onerous than its obligations under the Registry Rules.

14. PROTECTION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

The Registry is committed to following all mandatory ICANN rights protection mechanisms aimed at protecting third party intellectual property rights within .nadex. The Registry plans to operate and maintain the .nadex space as an extension of its current branding activities, therefore, it is highly unlikely that names in the zone will interfere with the rights of other third parties.

Nevertheless, The Registry plans to implement all Rights Protection Mechanisms (RPMs) as required by ICANN. These RPMs include, but are not limited to the following:

- i. Sunrise and Trademark Claims Process
- ii. Implementation of the Uniform Dispute Resolution Policy (UDRP)
- iii. Implementation of the Uniform Rapid Suspension (URS) mechanism

15. TERM OF REGISTRATION/RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years.

Renewal of registration:

- i. The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.
- ii. Upon change of sponsorship of the Domain Name from one Registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the registered Domain Name will be extended by one year, provided that the maximum term of registration at any time does not exceed ten (10) years.
- iii. The change of sponsorship of the registration of a Domain Name from one Registrar to another, accordingly to Part B of the ICANN Policy on Transfer of Registrations between Registrars will not result in the extension of the term of registration.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement.

16. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar. The legal heirs of the Registrant or purchaser of the Registrant may request the transfer provided that they meet the eligibility criteria for registration under the .nadex gTLD. If the Registrant becomes subject to insolvency or any other proceeding, the administrator may request the transfer. The transferee must provide appropriate documentation as required by the Registry to approve such transfer.

17. CHANGE OF REGISTRAR

If the agreement between the Registry and the Registrar is terminated and if the Registrar has not transferred its Domain Name portfolio to another Registrar, the Registry will notify affected Registrants. The Registrants must select a new Registrar within one (1) month following such notice from the Registry. If the Registrant fails to appoint a new Registrar within the timeframe set out above, the Registry may suspend the Domain Name.

If the Registrant wishes to change the Registrar, the Registrant must obtain the auth-info code from the Registrant's current Registrar, and request a transfer through the gaining Registrar in compliance with ICANN's Inter-Registrar transfer policy.

18. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the .nadex gTLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- i. with the Registrant's consent;
- ii. in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- iii. for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.
- iv. the Registry will ensure that the operation of the .nadex TLD will be consistent with Nadex's Privacy Policy, available on its website at: <http://www.nadex.com/content/dam/nadex/1392069643887/files/ndx-privacypolicy.pdf>

19. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- i. the WHOIS database is provided for information purposes only; and
- ii. the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

20. PRICING/PAYMENT

The new gTLD does not charge a separate fee for the Registrar to register domain names, as the gTLD is used only

for the specified mission and purpose of IG Group. IG Group shall bear the cost of operating the Registry. The Registry will provide Registrars with 30 days' notice of any price change for new registrations, and 180 days advance notice of any price change for renewals in accordance with clause 2.10 of the Registry Agreement.

21. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

22. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

23. ACCEPTABLE USE POLICY

This Acceptable Use Policy gives the Registry the ability to quickly lock, cancel, transfer or take ownership of any .nadex domain name, either temporarily or permanently, if the domain name is being used in a manner that appears to threaten the stability, integrity or security of the Registry, or any of its registrar partners – and/or that may put the safety and security of any registrant or user at risk.

The Acceptable Use Policy may be triggered through a variety of channels, including, among other things, private complaint, public alert, government or enforcement agency outreach, and the on-going monitoring by the Registry or its partners. In all cases, the Registry or its designees will alert Registry's registrar partners about any identified threats, and will work closely with them to bring offending sites into compliance.

The following are some (but not all) activities that may be subject to rapid domain compliance:

- i. Phishing: the attempt to acquire personally identifiable information by masquerading as a website other than .nadex's own.
- ii. Pharming: the redirection of Internet users to websites other than those the user intends to visit, usually through unauthorized changes to the Hosts file on a victim's computer or DNS records in DNS servers.
- iii. Dissemination of Malware: the intentional creation and distribution of "malicious" software designed to infiltrate a computer system without the owner's consent, including, without limitation, computer viruses, worms, key loggers, and Trojans.
- iv. Fast Flux Hosting: a technique used to shelter Phishing, Pharming and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent websites are changed rapidly so as to make the true location of the sites difficult to find.
- v. Botnetting: the development and use of a command, agent, motor, service, or software which is implemented: (1) to remotely control the computer or computer system of an Internet user without their knowledge or consent, (2) to generate direct denial of service (DDOS) attacks.
- vi. Malicious Hacking: the attempt to gain unauthorized access (or exceed the level of authorized access) to a computer, information system, user account or profile, database, or security system.
- vii. Child Pornography: the storage, publication, display and/or dissemination of pornographic materials depicting individuals under the age of majority in the relevant jurisdiction.

The Registry reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, The Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the

Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

23. DEFINITIONS

Affiliate means in relation to a party any corporation or other business entity controlling, controlled by, or under common control of that party and for the purposes of this definition, a corporation or other business entity shall be deemed to control another corporation or business entity if it owns directly or indirectly:

- i. fifty percent (50%) or more of the voting securities or voting interest in any such corporation or other entity; or
- ii. fifty percent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or
- iii. in the case of a partnership, any other compatible interest equal to at least a fifty percent (50%) share in the general partner; or a
- iv. Trademark Licensee. “Trademark Licensee” means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .Brand TLD string operated by Registry Operator, where:
 - v. such license is valid under applicable law;
 - vi. such license is for the use of such trademark in the regular course of that entity’s business outside of the provision of TLD Registry Services, and is not primarily for the purpose of enabling registration or use of domain names in the TLD;
 - vii. such trademark is used continuously in that entity’s business throughout the Term; and
 - viii. the domain names in the TLD registered to the Trademark Licensee are required to be used for the promotion, support, distribution, sales or other services reasonably related to any of the goods and/or services identified in the trademark registration.

Domain Name means a domain name registered directly under the .nadex gTLD or for which a request or application for registration has been filed with the Registry;

ICANN’s Dispute Policy means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).

Registrar means an ICANN accredited registrar which enters into and is in compliance with the registry-registrar agreement for the TLD, and which provides domain name registration services to Registrants;

Registry means IG Group Holdings plc (IG Group);

Registry Agreement means the agreement between IG Group and ICANN;

Registry Rules mean:

- i. Registration terms and conditions agreed between the Registry and Registrant for registration of a Domain Name; and

- ii. Registration policies provided and amended by the Registry from time to time.

Registrant means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.



NEVER GET STOPPED OUT

On Nadex your trade stays open even if the market spikes against you. If the market recovers, you can still benefit and your risk remains capped throughout.

[Learn Benefits of Nadex Binary Options](#)


WHY TRADE ON NADEX?

Get on board with the fast, innovative way to trade Nadex binary options.

- * Low collateral requirements
- * Capped risk
- * Chicago-based exchange
- * Subject to CFTC regulatory oversight

[Learn More about Binary Options](#)

RANGE OF MARKETS

Nadex lets you back your judgement on the most heavily traded financial markets.

- * Stock indices
- * Forex
- * Commodities
- * Events

[See Range of Markets](#)

LOW-COST TRADING

Benefit from trading fees of \$0.90 or less per contract. \$9 max fee per order.

- * No setup costs
- * No commission
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