

**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

DWANGO Co., Ltd. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .nico TLD (the "Registry Agreement"), hereby applies for .nico TLD to be qualified by ICANN as a .Brand TLD.

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

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

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

[REDACTED]

Submitted by: [REDACTED] \_\_\_\_\_  
Position: Department Manager  
Dated: 2014/08/26

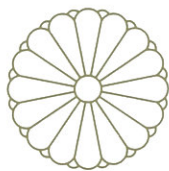
Email:



**Exhibit A**

**Trademark Registration**

*[to be attached by Registry Operator]*



# 商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

## 登録第5460425号

(REGISTRATION NUMBER)

商標

(THE MARK)

(標準文字)

n i c o

指定商品又は指定役務並びに商品及び役務の区分

(LIST OF GOODS AND SERVICES)

第38類

電気通信（放送を除く。）、音声・文字及び映像のコンピュータによる通信，電子掲示板による通信，放送，報道をする者に対するニュースの供給，電話機・ファクシミリその他の通信機器の貸与

商標権者

(OWNER OF THE TRADEMARK RIGHT)

東京都渋谷区神宮前一丁目15番2号

## 株式会社ニワンゴ

出願番号

(APPLICATION NUMBER)

商願2011-051602

出願日

(FILING DATE)

平成23年 7月21日 (July 21, 2011)

登録日

(REGISTRATION DATE)

平成23年12月22日 (December 22, 2011)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。

(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成23年12月22日 (December 22, 2011)

特許庁長官

(COMMISSIONER, JAPAN PATENT OFFICE)

# 岩井良行



**Exhibit B**

**TLD Registration Policies**

*[to be attached by Registry Operator]*

**.nico**

**Domain Name Registration Policies**

(May 12, 2014)

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## Definitions

<b>Accredited Registrar</b>	means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the .nico TLD.
<b>Affiliate</b>	means an entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of securities, as a trustee or executor, by contract, credit arrangement or otherwise;
<b>Applicant</b>	means an eligible company or organization that applies to register a .nico domain name via a dedicated account held with an accredited registrar;
<b>Dedicated Account</b>	means an account held with a registrar and pre-verified by the registry that is required in order to register a domain name during all registration phases.
<b>Domain Name</b>	means a name at the second level within the .nico TLD.
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers.
<b>IDN</b>	means Internationalized Domain Name.
<b>Policies</b>	means these .nico Domain Name Registration Policies, the Acceptable Use and Anti-abuse Policy, IDN Policy, and WHOIS Access Policy and any other policy pertaining to the operation of .nico including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
<b>Registrant</b>	means the entity in whose name a Domain Name is registered, who is the Registry or an affiliate of the Registry.
<b>Registry</b>	means DWANGO Co., Ltd.
<b>TLD</b>	means Top-Level Domain



**Trademark Claims  
Notice Service**

one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.

**Trademark  
Clearinghouse**

A repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.

**UDRP**

means the Uniform Dispute Resolution Policy as described at <http://www.icann.org/dndr/udrp/policy.htm>.

**URS**

means the Uniform Rapid Suspension (System) procedure and rules.

## Introduction

This Policy describes:

1. how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .nico TLD, setting out the basic rules and procedures applicable to:
  - Applicants submitting an Application with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - the Trademark Clearinghouse Operator; and
  - any eligible entity interested in registering a Domain Name.

All other policies governing the operation of the .nico TLD are available on the Registry Website.

## Launch Phases

Phase	Length	Description
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to trademark holder;
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

\*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Services(Phase 1) will be in effect for at least the first 90 days of General Availability. The Registry will provide at least 10 calendar days notice of any changes via the Registry Website.

## Chapter 1. Domain Name Registration and Allocation

### 1.1. Purpose and Principles

The .nico TLD is a domain for DWANGO Co., Ltd. and its affiliates. The purpose of .nico is to reinforce the NICO brand on the Internet, provide a uniform online presence, and a trusted and secure namespace in which Internet users can interact with the company

### 1.2. Registration Eligibility

1.2.1. Domain names in the .nico TLD can only be registered to, and maintained by the Registry and its Affiliates. Only companies (the Registry and its affiliates) are permitted to become registrants. Individuals, including employees and board members of DWANGO Co., Ltd., are not eligible to register .nico domain names.

1.2.2 In all phases of registration, registrants must create a dedicated .nico account with a .nico accredited registrar in order to apply for a domain name registration or to register a domain name. Access to the dedicated account is limited to authorized administrative contacts. Applications for dedicated accounts are subject to pre-verification conducted by the Registry and must be signed with the Applicant's company seal or signature of management staff

### 1.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, the Registry and its affiliates will be entitled to request the registration of any domain name via a .nico accredited registry.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. 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 Registry System will result in a Domain Name registration.

### 1.4. Domain Name Syntax Requirements; Reserved Names

#### Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

### **Syntax Requirements for IDN Domain Names**

- the "A-label" must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the .nico IDN policy.

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.

### **Reserved Names**

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

## **Article 1.5. Term of Registration**

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

## **Article 1.6. Other Provisions**

### **Transfer of Use**

Registrants may not sell, distribute or transfer control or use of a .nico domain name to any party that is not an Affiliate of the Registry.

### **WHOIS Accuracy**

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

## **Article 1.7. Abusive Use and Dispute Resolution**

### **UDRP**

UDRP is applicable to all .nico registrations.

### **URS**

The URS System is applicable to all .nico registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

### **Acceptable Use and Anti-Abuse Policy**

Abusive use definitions and policy are provided for separately in the Acceptable Use and Anti-abuse Policy available on the Registry Website.

## Chapter 2. The Trademark Claims Notice Services

### 2.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for Trademark holders.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

### 2.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

#### Term

The Trademark Claims Notice Services for the first 90 days after launch of the TLD. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day after launch and continue on an ongoing basis.

#### Trademark Claims Notices

When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time at the time of registration. The Claims notice MUST be provided in English, and SHOULD be provided in the language of the registrar’s registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

#### Notice of Registered Names (“NORNs”)

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

## Chapter 3. General Provisions

### 3.1. Amendments

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 Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

### 3.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful 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 Website, 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 or not to register a Domain Name.

To the extent allowed under applicable law, 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, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name 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.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

### **3.3. Representations and Warranties**

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request 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;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the .nico Abusive Use and Dispute Resolution Policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that 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:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

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

### **Article 3.4. Notices**

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided to the Registry in Article 1 above. 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 (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

### **Article 3.5. Severability**

If any provision of these Policies 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 parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

### **Article 3.6. Waiver**

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

### **Article 3.7. Compliance with Law**

Either party agrees that it will not undertake, nor 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 the other party to be in violation thereof in the execution of this Agreement.

### **Article 3.8. Language**

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

### **Article 3.9. Applicable Law; Jurisdiction**

These Policies, as amended from time to time, will be governed by the laws of Japan.

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 Tokyo, Japan.