

商標出願
公 告 平 6 -54240

取 扱

公 告 平 6 (1994) 8 月 15 日

商 願 平 4 -179281

出 願 平 4 (1992) 9 月 11 日

出願人 株式会社北海道拓殖銀行
北海道札幌市中央区大通西 3 丁目 7 番地

代理人 弁理士 一色 健輔 外 2 名

オアシス

指定役務 36 預金の受入れ

審査官 宮下 行雄

重複する他の出願 平 4 -175308

商標出願
公 告 平 6 -54241

取 扱

公 告 平 6 (1994) 8 月 15 日

商 願 平 4 -179331

出 願 平 4 (1992) 9 月 11 日

出願人 日本生命保険相互会社
大阪府大阪市中央区今橋 3 丁目 5 番 12 号

代理人 弁理士 一色 健輔 外 2 名

ニッセイ

指定役務 36 資金の貸付け、有価証券の貸付け、有価証券の保護預かり、有価証券の売買、有価証券の売買の媒介・取次ぎ又は代理、有価証券の引受け、有価証券の募集の取扱い、生命保険の引受け、生命保険契約の締結の媒介、建物の貸与

審査官 小林 和男

連合商願 平 4 -172744

重複する他の出願 平 4 -175716

商標出願
公 告 平 6 -54242

取 扱

公 告 平 6 (1994) 8 月 15 日

商 願 平 4 -179336

出 願 平 4 (1992) 9 月 11 日

出願人 日本生命保険相互会社
大阪府大阪市中央区今橋 3 丁目 5 番 12 号

代理人 弁理士 一色 健輔 外 2 名

NISSAY

指定役務 36 資金の貸付け、生命保険の引受け、建物の貸与

審査官 小林 和男

連合商願 平 4 -172744, 179331

重複する他の出願 平 4 -175716

商

商標登録第3041708号

第一表 示 部

表示番号 (付記)	登 録 事 項		
1番	出願年月日	平成 4年 9月 11日	出願番号 04-179336
	出願公告年月日	平成 6年 8月 15日	出願公告番号 06-054242
	査定年月日	平成 6年 12月 8日	
	特例商標		
	XX連合商標XX		
	商品及び役務の区分	第36類	
	指定役務	資金の貸付け, 生命保険の引受け, 建物の貸与	
	登録年月日	平成 7年 4月 28日	
2番	【存続期間の更新登録】 申請年月日 平成17年 4月 15日	登録年月日	平成17年 4月 26日

連 合 商 標 登 録 番 号 記 録 部

第3041706号 第3041707号

登 録 料 登 記 録 部

登録料	甲 区		
10年分 金額 151000円 納付日 平成17年 4月15日			
順位番号 (付記)	登 録 事 項		
1番	大阪府大阪市中央区今橋3丁目5番12号	日本生命保険相互会社	登録年月日 平成 7年 4月 28日

(以下余白)

Exhibit A

Trademark Registrations

Country	Reg No.	Trademark	Int Cl
JP	3004587	NISSAY	39
JP	3004591	NISSAY	39
JP	3005774	NISSAY	35
JP	3005776	NISSAY	35
JP	3041706	NISSAY	36
JP	3041708	NISSAY	36
JP	3304275	NISSAY	36
JP	3304277	NISSAY	36
JP	3343665	NISSAY	42
JP	3365541	NISSAY	41
KR	5119980000651	NISSAY	36
KR	5120090000051	NISSAY	36
KR	4119880000793	NISSAY	
KR	4119880000794	NISSAY	
GB	UK00001333636	NISSAY	36
FR	1447337	NISSAY	36
DE	1128036	NISSAY	36
US	76281517	NISSAY	36

Exhibit B

TLD Registration Policies

.NISSAY TLD REGISTRATION POLICY

1. ELIGIBILITY

Only NISSAY and its Affiliates are eligible to register a Domain Name under the **.NISSAY** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

2. 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
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry; and
 - c. any additional technical requirements as required by the Registry from time to time.
- (iii) compliance with all requirements under the Registry Rules.

3. 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 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

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) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
 - a. the Registrant must have a licencing 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.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA, including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) 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.

5. 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.

6. 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.

7. 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 NISSAY's response to Question 22 Geographic Names.

8. 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 TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

9. 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.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

Renewal of registration:

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.

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, as amended from time to time.

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

12. 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 TLD. 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 or the Registrar, 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.

13. 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.

14. 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.

15. 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.

16. DEFINITIONS

Affiliate *has the same meaning as defined in Registry Agreement.*

Domain Name *means a domain name registered directly under the .NISSAY TLD 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 an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;*

Registry *means NIPPON LIFE INSURANCE COMPANY ("NISSAY");*

Registry Agreement *means the agreement between the Registry and ICANN;*

Registry Rules *mean:*

- (i) *this Registration Policy; and*
- (ii) *any rules and regulations 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.*