

.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

Belmond Ltd. (formerly named Orient-Express Hotels Ltd.; change of name certificate appended at Exhibit B) ("Registry Operator"), in connection with the execution of the Registry Agreement for the .orientexpress TLD (the "Registry Agreement"), hereby applies for .orientexpress 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, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- The ORIENTEXPRESS TLD (.orientexpress) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The ORIENTEXPRESS trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The orientexpress trademark is owned by Société Nationale des Chemins de fer Français (which has consented to the making by the Registry Operator of this application; see affidavit appended at Exhibit B) ("Trademark Owner") and used by the Registry Operator and/or its Affiliates in the ordinary course of Registry Operator's and/or its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The ORIENTEXPRESS trademark was issued prior to the filing of its TLD registry application with ICANN.
- The ORIENTEXPRESS trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator and/or its Affiliates in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The ORIENTEXPRESS trademark does not begin with a period or a dot.
- The ORIENTEXPRESS trademark is used by Registry Operator and/or its Affiliates in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (see exhibit A).
- Only Registry Operator, its Affiliates or Trademark Owner are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (see exhibit B).
- The TLD is not a Generic String TLD (as defined in Specification 11).
- The ORIENTEXPRESS trademark is registered within the TMCH as validated in the SMD file ID for the TLD (See Exhibit E)

Registry Operator also represents that the trademark registration attached hereto as Exhibit A, the registration policies attached hereto as Exhibit D, and the SMD file ID number attached hereto as Exhibit E are all complete and accurate copies for the TLD to which this application is submitted, 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].

Submitted by:	[REDACTED]
Position:	Director of Policy & Industry Affairs
Dated:	29/08/2014
Email:	[REDACTED]

Exhibit A

Trademark Registration



BARDEHLE PAGENBERG DOST ALTENBURG
GEISSLER
Valérie Perrichon
Avocat à la Cour
10, boulevard Haussmann
75009 PARIS

Date de la déclaration de renouvellement : 23 JANVIER 2008

Déclarant : SOCIÉTÉ NATIONALE DES CHEMINS DE FER FRANÇAIS SNCF, Etablissement Public à caractère industriel ou commercial, 34, rue du Commandant René Mouchotte, 75014 PARIS, N° SIREN : 552 049 447

Mandataire ou destinataire de la correspondance
BARDEHLE PAGENBERG DOST ALTENBURG GEISSLER, Valérie Perrichon, Avocat à la Cour, 10, boulevard Haussmann, 75009 PARIS.

Enregistrement concerné

N° national ou N° d'enregistrement : 1 450 686

Marque française

Signe concerné : ORIENT EXPRESS (semi-figurative)

Date du dépôt : 19 FEVRIER 1988

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 98/48

Portée du renouvellement

Renouvellement limité aux produits et services suivants :

Préparations pour blanchir et autres substances pour lessiver ; préparations pour nettoyer, polir, dégraisser et abraser ; savons ; parfumerie, huiles essentielles, cosmétiques, lotions pour les cheveux ; dentifrices. Véhicules ; appareils de locomotion par terre, par air ou par eau. Métaux précieux et leurs alliages et produits en ces matières ou en plaqué non compris dans d'autres classes ; joaillerie, bijouterie, pierres précieuses ; horlogerie et instruments chronométriques. Papier, carton et produits en ces matières, non compris dans d'autres classes ; produits de l'imprimerie ; articles pour reliures ; photographies ; papeterie ; adhésifs (matières collantes pour la papeterie ou le ménage) ; matériel pour les artistes ; pinceaux ; machines à écrire et articles de bureau (à l'exception des meubles) ; matériel d'instruction ou d'enseignement (à l'exception des appareils) ; matières plastiques pour l'emballage (non comprises dans d'autres classes) ; caractères d'imprimerie ; clichés. Cuir et imitations du cuir ; produits en ces matières non compris dans d'autres classes ; peaux d'animaux ; malles et valises ; parapluies, parasols et cannes ; fouets et sellerie. Meubles, glaces (miroirs), cadres ; produits non compris dans d'autres classes, en bois, liège, roseau, jonc, osier, corne, os, ivoire, baleine, écaille, ambre, nacre, écume de mer, succédanés de toutes ces matières ou en matières plastiques. Ustensiles et récipients pour le ménage ou la cuisine (ni en métaux précieux, ni en plaqué) ; peignes et éponges ; brosses (à l'exception des pinceaux) ; matériaux pour la broserie ; matériel de nettoyage ; paille de fer ; verre brut ou mi-ouvré (à l'exception du verre pour la construction) ; verrerie, porcelaine et faïence non comprises dans d'autres classes. Tissus et produits textiles non compris dans d'autres classes ; couvertures de lit et de table. Vêtements ; chaussures ; chapellerie. Jeux, jouets ; articles de gymnastique et de sport non compris dans d'autres

classes ; décorations pour arbres de Noël, cartes à jouer. Viande, poisson, volaille et gibier ; extraits de viande, fruits et légumes conservés, séchés et cuits ; gelées, confitures ; oeufs, lait et produits laitiers ; huiles et graisses comestibles ; sauces à salade ; conserves. Café, thé, cacao, sucre, riz, tapioca, sagou, succédanés du café ; farines et préparations faites de céréales, pain, pâtisserie et confiserie, glaces comestibles ; miel, sirop de mélasse ; levure, poudre pour faire lever ; sel, moutarde ; vinaigre, sauces (à l'exception des sauces à salade) ; épices ; glace à rafraîchir. Bières ale et porter ; eaux minérales et gazeuses et autres boissons non alcooliques ; boissons de fruits et jus de fruits ; sirops et autres préparations pour faire des boissons. Vins, spiritueux et liqueurs. Tabac brut ou manufacturé ; articles pour fumeurs ; allumettes. Forage. Transport de personnes ou de marchandises ; distribution de journaux ; déménagement de mobilier, exploitation de transbordeurs ; remorquage maritime, déchargement, renflouement de navires ; conditionnement de produits ; informations concernant les voyages (agences de tourisme et de voyage, réservation de places) ; location de véhicules de transport divers ; entreposage de marchandises ; dépôt ; gardiennage d'habits ; garage de véhicules ; location de garages. Hôtellerie, restauration, réservation de chambres d'hôtel.

Classes de produits et de services : 3, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32, 33, 34, 37, 39, 43.



de commerce ou de service

CERTIFICAT DE RENOUVELLEMENT

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

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

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle. n° 08/32 Vol. II du 8 août 2008

Fait à Paris, le 8 août 2008

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

A handwritten signature in black ink, appearing to read 'B. Battistelli', is written over a horizontal line.

Benoît BATTISTELLI



CABINET BENOIT-LEFEBVRE
45 Avenue Montaigne
75008 PARIS

Date de la déclaration de renouvellement : 9 FEVRIER 1998

Déclarant : SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS SNCF, Etablissement public à caractère industriel et commercial, 88, rue Saint-Lazare, 75009 PARIS, SIREN : 552 049 447

Mandataire ou destinataire de la correspondance
CABINET BENOIT-LEFEBVRE, 45 Avenue Montaigne, 75008 PARIS.

Enregistrement concerné

N° national ou N° d'enregistrement : 1 450 686

Marque française

Signe concerné : ORIENT EXPRESS (+ Graphisme)

Date du dépôt : 19 FEVRIER 1988

N° du bulletin dans lequel l'enregistrement a été publié : 88/29

Portée du renouvellement

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

Classes de produits et de services : 3, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32, 33, 34, 37, 39, 42.



MARQUES DE FABRIQUE, DE COMMERCE OU DE SERVICE

Code de la propriété intellectuelle

Livre IV : Titre premier, chapitre premier

Livre VII : Titre premier ; Livre VIII

CERTIFICAT DE RENOUVELLEMENT

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

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

Ce renouvellement sera publié au Bulletin officiel de la propriété industrielle
n° 98/48 NL Vol. II du 27 novembre 1998

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

Daniel HANGARD

INSTITUT
NATIONAL DE
LA PROPRIÉTÉ
INDUSTRIELLE

SIEGE
26 bis, rue de Saint Petersburg
75800 PARIS Cédex 08
Téléphone : 01 53 04 53 04
Télécopie : 01 42 93 59 30

MAXIME BORDAS EN PERIGORD

Enregistrement N° : 1450684

Dépôt du : 19 FEVRIER 1988

à : I.N.P.I

sous le N° : 907676

BORDAS Jean-Pierre, B P 17, 24340 MAREUIL-SUR-BELLE.

Mandataire : BORDAS Sophie

Produits ou services désignés : Conserves, Plats cuisinés, Sauces, Salaisons.

Classes de produits ou services : 29, 30.

GAG

Enregistrement N° : 1450685

Dépôt du : 19 FEVRIER 1988

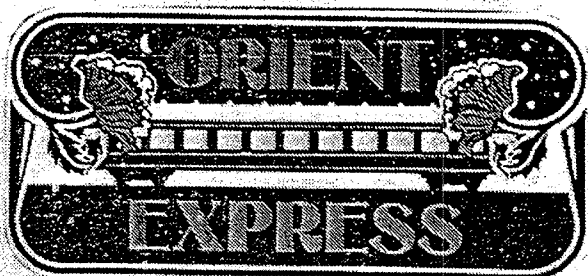
à : I.N.P.I

sous le N° : 907677

SEPT INFORMATIQUE (S.A.R.L.) 29, rue de la Porte Morard, 28000 CHARTRES.

Produits ou services désignés : Services télématiques sur l'humour et le gag, divertissement télématique sur le rire, édition de livres. Equipement pour le traitement de l'information: logiciels. Papier, produits de l'imprimerie. Communication: permet à une personne de converser avec une autre: transmet des messages d'une personne à une autre, place une personne en communication visuelle avec une autre. Edition de livres, divertissements. Programmation pour ordinateurs.

Classes de produits ou services : 9, 16, 38, 41, 42.



Enregistrement N° : 1450686

Dépôt du : 19 FEVRIER 1988

à : I.N.P.I

sous le N° : 907678

SOCIETE NATIONALE DES CHEMINS DE FER FRANCAIS - SNCF, établissement public à caractère industriel et commercial ayant son siège social 88, rue Saint-Lazare, PARIS 9ème.

Mandataire : M. Alfred MICHEL, Adjoint au Directeur Commercial Voyagers.

Produits ou services désignés : Préparations pour blanchir et autres substances pour lessiver; préparations pour nettoyer, polir, dégraisser et abraser; savons; parfumerie, huiles essentielles, cosmétiques, lotions pour les cheveux; dentifrices. Véhicules; appareils de locomotion par terre, par air ou par eau. Métaux précieux et leurs alliages; et produits en ces matières ou en plaqué non compris dans d'autres classes; joaillerie, bijouterie, pierres précieuses; horlogerie et instruments chronométriques. Papier, carton et produits en ces matières, non compris dans d'autres classes; produits de

l'imprimerie; articles pour reliures; photographies; papeterie; adhésifs (matières collantes) pour la papeterie ou le ménage; matériel pour les artistes; pinceaux; machines à écrire et articles de bureau (à l'exception des meubles); matériel d'instruction ou d'enseignement (à l'exception des appareils); matières plastiques pour l'emballage (non comprises dans d'autres classes); cartes à jouer; caractères d'imprimerie; clichés. Cuir et imitations du cuir, produits en ces matières non compris dans d'autres classes; peaux d'animaux; malles et valises; parapluies, parasols et cannes; fouets et sellerie. Meubles, glaces (miroirs), cadres; produits, non compris dans d'autres classes, en bois, liège, roseau, jonc, osier, corne, os, ivoire, baleine, écaille, ambre, nacre, écume de mer, succédanés de toutes ces matières ou en matières plastiques. Ustensiles et récipients pour le ménage ou la cuisine (ni en métaux précieux, ni en plaqué); peignes et éponges; brosses (à l'exception des pinceaux); matériaux pour la brosse; matériel de nettoyage; paille de fer; verre brut ou mi-ouvré (à l'exception du verre de construction); verrerie, porcelaine et faïence non comprises dans d'autres classes. Tissus et produits textiles non compris dans d'autres classes; couvertures de lit et de table. Vêtements, chaussures, chapellerie. Jeux, jouets; articles de gymnastique et de sport non compris dans d'autres classes; décorations pour arbres de Noël. Viande, poisson, volaille et gibier; extraits de viande; fruits et légumes conservés, séchés et cuits; gelées, confitures; œufs, lait et produits laitiers; huiles et graisses comestibles; sauces à salades; conserves. Café, thé, cacao, sucre, riz, tapioca, sagou, succédanés du café; farines et préparations faites de céréales, pain, pâtisserie et confiserie, glaces comestibles; miel, sirop de mélasse; levure, poudre pour faire lever; sel, moutarde; vinaigre, sauces (à l'exception des sauces à salade); épices; glace à rafraîchir. Bières ale et porter; eaux minérales et gazeuses et autres boissons non alcooliques; boissons de fruits et jus de fruits; sirops et autres préparations pour faire des boissons. Vins spiritueux et liqueurs. Tabac brut ou manufacturé, articles pour fumeurs; allumettes. Transport de personnes ou de marchandises; distribution de journaux; déménagement de mobilier; exploitation de transbordeurs; remorquage maritime, déchargement, renflouement de navires; conditionnement de produits; informations concernant les voyages (agences de tourisme et de voyage, réservation de places); location de véhicules de transport divers; entreposage de marchandises; dépôt, gardiennage d'habits; garage de véhicules; location de garages. Hôtellerie, restauration; maisons de repos et de convalescence; pouponnières; salons de beauté, de coiffure; pompes funèbres; réservation de chambres d'hôtel; travaux d'ingénieurs; travaux du génie; prospection, forages, essais de matériaux, laboratoires; location de matériel pour exploitation agricole, de vêtements, de literie, d'appareils distributeurs...

Classes de produits ou services : 3, 12, 14, 16, 18, 20, 21, 24, 25, 28, 29, 30, 32, 33, 34, 39, 42.

Représentation déposée en couleur.

Couleurs revendiquées : lettres jaunes or sur fond bleu nuit; fleurs or, bleu nuit et blanches; voiture bleu nuit avec liserés or et fenêtres bleu ciel et toiture blanche, sur fond blanc; deux liserés blancs entourant le logo.

VIVE LA TERRE

Enregistrement N° : 1450687

Dépôt du : 19 FEVRIER 1988

à : I.N.P.I

sous le N° : 907679

Hervé KEMPF, 15, rue Dupont de l'Eure, 75020 PARIS.

Produits ou services désignés : Papeterie, matériel d'instruction et d'enseignement, journaux, périodiques, revues, éducation et divertissement, Divertissement radiophonique.

Classes de produits ou services : 16, 41.

Exhibit B
Change of Name Certificate



BERMUDA

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

I HEREBY CERTIFY that in accordance with section 10 of *the Companies Act 1981*

Orient-Express Hotels Ltd. by resolution and with the approval of the Registrar of Companies has changed its name and was registered as **Belmond Ltd.** on the 30th day of June 2014.



Given under my hand and the Seal of the
REGISTRAR OF COMPANIES this
30th day of June 2014

A handwritten signature in blue ink.

for Registrar of Companies

Exhibit C
SNCF Affidavit

AFFIDAVIT

In the matter of the
"ORIENT EXPRESS" trademark n° 1450686
owned by SOCIETE NATIONALE DES
CHEMINS DE FER FRANÇAIS - SNCF

I, [REDACTED] solemnly affirm and state as follows:

1. I am the Executive Development Director of SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS - SNCF, a legal entity (INDUSTRIAL AND COMMERCIAL PUBLIC ESTABLISHMENT) organized and governed by the laws of France, whose address is 2, Place Aux Etoiles, 93200 St Denis, France, present proprietor of the above registered trademark.
2. That by virtue of my position, I have access to all the records of my company and I am aware of all the events and facts concerning the above trademark.
3. That the TMCH filing for ORIENT EXPRESS trademark n° 1450686 has been validated by the Trademark Clearinghouse and that the SMD file [REDACTED] has been issued.
4. That Belmond Ltd. (Formerly named Orient-Express Hotels Ltd) is duly authorized by SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS - SNCF to rely on its TMCH filing of the ORIENT EXPRESS trademark n° 1450686 to support Belmond Ltd's Specification 13 application for the .ORIENTEXPRESS gTLD.

Date:

August 28, 2014

Signature:

[REDACTED]

Exhibit D

TLD Registration Policies

.orientexpress TLD REGISTRATION POLICY

1. ELIGIBILITY

Only Belmond Ltd. (formerly named Orient-Express Hotels Ltd) and its Affiliates are eligible to register a Domain Name under the **.orientexpress** 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 Belmond Ltd.'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 **.orientexpress** 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 Belmond Ltd. (formerly named Orient-Express Hotels Ltd.) ("Belmond");

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.

Exhibit E

SMD File No. [REDACTED]