

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

PCCW Enterprises Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .pccw TLD (the "Registry Agreement"), hereby applies for .pccw 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] at [REDACTED]

Submitted by:	[REDACTED]
Position:	Primary Contact
Dated:	Aug 28, 2014
Email:	[REDACTED]

Exhibit A

Trademark Registration

[to be attached by Registry Operator]



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Marques de commerce

Certificat d'enregistrement

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement. Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks

Certificate of Registration

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the *Trade-marks Act*, this trade-mark is subject to renewal every 15 years from the registration date.

PCCW

Numéro d'enregistrement
Registration Number

TMA739,822

Numéro de dossier
File Number

1288986

Registraire des marques de commerce
Registrar of Trade-marks
(CIPO 196)08-07

Date d'enregistrement
Registration Date

11 mai/May 2009

Canada



APPL'N/DEM. NO 1 288 986

REGISTRATION/ENREGISTREMENT NO TMA739,822

FILING DATE/DATE DE PRODUCTION:

07 fév/Feb 2006

REGISTRATION DATE/DATE D'ENREGISTREMENT:

11 mai/May 2009

REGISTRANT/PROPRIÉTAIRE ORIGINAL:

PCCW Enterprises Limited
39th Floor, PCCW Tower,
Taikoo Place, 979 King's Road,
Quarry Bay,
HONG KONG, CHINA

REP FOR SERVICE/REP POUR SIGNIFICATION:

GOUDREAU GAGE DUBUC S.E.N.C.R.L./LLP
2000 AVENUE MCGILL COLLEGE
SUITE 2200
MONTREAL
QUÉBEC H3A 3H3

TRADE-MARK/MARQUE DE COMMERCE:

PCCW

WARES/MARCHANDISES:

(1) Electronic, scientific, photographic, cinematographic, optical, signalling apparatus and instruments namely laboratory apparatus and instruments namely microscopes, pipettes, flasks, test tubes, generators, cameras, photographic lenses, filters, photometers, slide plates, slide projectors, telescopes, glasses, magnifying glasses, video viewers, lamps, television screens, enlargers, video tape recorders, loadmeters, speed indicators, fuel level gauges, temperature indicators side lights, reversing lights, indicators, headlights; apparatus and instruments for recording, receiving, transmitting, displaying, printing out and/or reproducing data, information, pictures, images, and/or sound namely computers, computer screens, computer keyboards, printers, telephones, telecopiers, televisions; magnetic data carriers namely blank floppy discs; pre-recorded floppy disks, CD ROMS containing information relating to telecommunication services, entertainment, education, finance, insurance, property development, property management and technology information services; electronic data processing equipment; computers; electronic publications (downloadable from the Internet) namely magazines, prospectus, books, manuals; telecommunications apparatus, instruments and data communication goods and equipment, namely telephone, facsimile transmission machines, radiopaging, mobile telephones, telegram, mobile two-way radios, pagers, radio wristwatches, telex, equipment for sending and receiving telecommunications signals carrying voice or data; personal communications (PCS) telephone handsets, batteries for handsets, carrying cases for PCS equipment, travel and desktop chargers for batteries for telephone handsets, hand-free car kits for PCS telephones comprising primarily of a microphone, external speaker, cradle, mounting brackets, and power cables, storing and recording apparatus, namely frequency control monitors, telephones and pagers with data storage capacity, and telecommunication and data communication software, computer programs and software for use in the field of telecommunication and data communication for the purposes of facilitating communication, data transmission, installation, maintenance, repair and upgrading of computer hardware and software, providing access to inter- J computer and intra-computer networks, the Internet and other computer databases, system integration, configuration, data management, execution and analysis, computer software to enable searching of data, for the purpose of facilitating communication, data transmission, installation, maintenance, repair and upgrading of computer hardware and software, providing access to

inter-computer and intra-computer networks, the Internet and other computer databases, system integration, configuration, data management, execution and analysis; computer terminals, computer memory devices, namely boards, chips, disks and tapes; computer interface board; microprocessors; modems; video monitors and liquid crystal display (LCD) screens, telecommunication cable, telecommunications cable network and circuitry, optical fibres, optical links and telecommunication circuitry, all for communication of data, information, pictures, video, images and sound; equipment for debiting and/or crediting financial accounts and/or for paying for goods or services namely magnetic debit card readers, automated teller machines; machine-readable debit and/or credit and/or charge cards; apparatus and for communicating with computer networks (e.g. the world-wide-web) namely computers; video and audio apparatus, equipment and devices namely video tape recorders, radios, sound systems namely speakers, tuners, amplifiers, compact disks readers, televisions; digital music (downloadable) provided from the Internet; MP3 players; computer and telecommunication signal coder and decoder; and parts and fittings for telecommunication and computer apparatus.

(2) Paper and cardboard and goods made from these materials namely envelopes, letterheads, calendars, wrapping paper, boxes; telephone, facsimile, e-mail and web site directories; circulars, books, diaries, printed matter namely newspapers, magazines; prospectus, leaflets; stationery namely rulers, pens, pencils, erasers, highlighters, paper pads, paper clips, staplers and staples, scissors; photographs; material for packaging namely plastic boxes; cards in the form of debit cards, credit cards, charge cards and telephone cards.

SERVICES:

(1) Publication of publicity materials for others for promotional purposes; advertising and promotion services namely print, radio, television and Internet promotions for other persons; information services in relation to sales management, sales marketing, advertising and business management; dissemination of advertising materials via a global computer network; modifying advertising materials for others; compilation of advertisements for use as web pages on the Internet; rental of advertising space on a web site on the Internet; computer data processing; auctioneering provided on the Internet; rental and licensing of computer databases which contain business information; retailing and wholesaling via a global computer network of electronic and telecommunications goods, computer hardware and computer software, batteries, batteries chargers, electronic and computer apparatus and instruments for recording, receiving, transmitting and/or reproducing data, information, pictures, images and/or sound, apparatus for heating and cooking purposes, precious metals, jewellery, precious stones, musical instruments, printed matter, stationery and magnetic and non magnetically encoded cards, vehicles, leather goods (namely bags, shoes and belts), umbrellas, furniture, picture frames, household and kitchen utensils, textiles, clothing (namely, hats, sweaters, shirts, T-shirts, gloves, socks, shorts, trousers), footwear, headgear, cars, carpets, rugs, games and electronic toys; retail and wholesale of electronic and telecommunications goods, computer hardware and computer software, apparatus and instruments for recording, receiving, transmitting and/or reproducing data, information, pictures, images and/or sound; organisation of exhibitions for others in the field of telecommunication services and information technology; compilation and rental of mailing lists; business administration services for the processing of sales made on the Internet; consultancy, information, management and advisory services relating to all the aforesaid services.

(2) Insurance services; financial services provided by telecommunication means namely financial exchange of data between financial institutions and their customers; financial consultancy and advisory services; securities brokerage services, stock exchange quotations; credit card services, debit card services, charge card services and cheque guarantee services; credit verification via global computer information network; electronic credit risk management services; electronic purchase payment and electronic bill payment services; financial accounts debiting and crediting services; issuance of stored value cards, charge cards and debit cards; information services relating to finance and insurance, provided online from a computer database or Internet; consultancy, information and advisory services relating to the aforesaid services.

(3) Information services relating to repair or installation of electronic, computer and telecommunication apparatus; installation and repair of telecommunication apparatus; installation and repair of computer hardware; telephone installation and repair; office machines and equipment installation, maintenance and repair; underwater construction and repair.

(4) Telecommunication services namely providing data transmission services via radio, telephone lines and the Internet for the computers of others via satellite, wireless telephone lines, cable network and wide area network; providing

telecommunications connections to the Internet or data bases; computer network services; computer aided transmission of messages and images; electronic mail services; facsimile transmission, message sending, paging services; satellite communication services; electronic message sending and forwarding services; transmission and delivery of data by electronic means; provision of telecommunication access to signal coding and decoding apparatus; cable television broadcasting; provision of telecommunication facilities for interactive discussion and conversation; providing access to digital music web sites on the Internet; providing access to MP3 web sites on the Internet; delivery of digital music by telecommunications; consultancy, information and advisory services in relation to the aforesaid services.

(5) Travel services namely providing travel reservation, travel ticket agency services, arranging travel and information therefore, all provided on-line from a computer database or the Internet; providing information relating to travel and tourism through the Internet or through telecommunication networks; travel information services; transport of goods and passengers; packaging and storage of goods; information, advisory and consultancy services relating to all the aforesaid services.

(6) Publication of texts, books and journals (others than publicity texts), diagrams, images and photographs; education and instruction services relating to telecommunications, computers, computer programs and web site design; entertainment provided via electronic and digital interactive media; electronic games services provided by means of the Internet; providing on-line electronic publications (not downloadable); information relating to entertainment or education, provided online from a computer database or the Internet; providing digital music (not downloadable) from the Internet; providing digital music (not downloadable) from MP3 Internet web sites; consultancy, information and advisory services relating to the aforesaid services.

(7) Leasing access time to a computer data base; computer service relating to creating indexes of information, sites and other resources on computer networks; providing access to computer database on the global computer network for searching and retrieving information, data, web sites and other resources available on computer networks; licensing of digital data, still images, moving images, audio and text; computer programming; design, drawing and commissioned writing, all for the compilation of web pages on the Internet; creating and maintaining web sites; hosting web sites; installation, maintenance and repair of computer software; updating of computer software; consultancy relating to computer hardware; design and engineering design services relating to telecommunications systems and apparatus; design of advertisement directory and listings; testing of computing, telecommunication, electrical and electronic apparatus and instruments; computer database development; providing access to electronic publications and data via computer networks and/or telecommunication for the down-loading and/or processing and/or displaying purposes; rental and leasing of computers, computer systems, computer software and computer data; encryption and decryption of computer and electronic data; drawing and commissioned writing, all for compilation of web pages on the Internet; compilation, creation and maintenance of a register of domain names; home shopping services by means of the Internet; computer and electronic signal coding and decoding; consultancy, information and advisory services relating to the aforesaid services.

CLAIMS/REVENICATIONS:

Used in HONG KONG, CHINA on wares and on services.

Registered in or for HONG KONG, CHINA on September 05, 2000 under No. 2002B14787 on wares (2); HONG KONG, CHINA on September 05, 2000 under No. 2003B10829 on services (1); HONG KONG, CHINA on September 05, 2000 under No. 2003B10833 on services (7); HONG KONG, CHINA on September 05, 2000 under No. 2002B14788 on services (3); HONG KONG, CHINA on September 05, 2000 under No. 2003B10831 on services (4); HONG KONG, CHINA on September 05, 2000 under No. 2002B14789 on services (5); HONG KONG, CHINA on September 05, 2000 under No. 2003B10832 on services (6); HONG KONG, CHINA on September 05, 2000 under No. 2002B14790 on wares (1); HONG KONG, CHINA on September 05, 2000 under No. 2002B14792 on services (2).

Exhibit B

TLD Registration Policies

[to be attached by Registry Operator]

Mission

PCCW Enterprises Limited intends to operate the proposed TLD to be managed solely by PCCW Enterprises Limited, its Affiliates or Trademark Licensees.

.PCCW TLD Registration Policy

PCCW Enterprises Limited is the Sponsor and Registry Operator for the .PCCW Sponsored TLD, designated by ICANN. As the duly recognized and delegated authority, PCCW Enterprises Limited sets and enforces operational and registration policies for the .PCCW Registry. Such decisions include but are not limited to:

- Registration eligibility requirements
- Valid Characters for Domain Names
- Acceptable Use
- Dispute policies
- Technical policies, including SRS security and access.

1.0 Definitions

.PCCW Registrar / Accredited Registrar	Accredited Registrar means an ICANN Accredited Registrar that is also Accredited for the .PCCW Registry in this document
.PCCW Registry	The ".PCCW Registry" is the TLD Registry Sponsored and operated by PCCW Enterprises Limited. PCCW Enterprises Limited is a corporation incorporated in Hong Kong
.PCCW TLD Registration Policy	.PCCW TLD Registration Policy means the .PCCW Domain Name Registration Policy which sets out the eligibility criteria for domain names in the .PCCW TLD
Applicant	The Applicant of a domain name is the collective of entities implicated by the associated contacts of a domain registration application
ICANN	Internet Corporation for Assigned Names and Numbers
IDN	Internationalized Domain Name
Registrant	The holder of a domain-name registration in the TLD
Registry Operator	PCCW Enterprises Limited
Registry Agreement	The agreement between Registry Operator and ICANN for the TLD
TLD	Top Level Domain
UDRP	Uniform Dispute Resolution Policy means the ICANN UDRP as described in http://www.icann.org/dndr/udrp/policy.htm
URS	Uniform Rapid Suspension means the ICANN URS as described in https://www.icann.org/resources/pages/urs-2014-01-09-en

2.0 Registration Eligibility Requirements

Eligibility to register or use a .PCCW domain name (including controlling associated DNS records) is limited to PCCW Enterprises Limited, and upon PCCW Enterprises Limited's sole discretion and prior written approval, its Affiliates, and/or Trademark Licensees who agree to be bound by the .PCCW TLD Registration Policy.

PCCW Enterprises Limited reserves the right to periodically review .PCCW registration eligibility at its sole discretion. PCCW Enterprises Limited reserves the right to deny, suspend, transfer, cancel or take appropriate action should a .PCCW domain name registration cease to meet the registration eligibility requirements.

PCCW Enterprises Limited reserves the right to amend the .PCCW TLD Registration Policy without prior notice and in its sole discretion. Changes to the .PCCW TLD Registration Policy shall be reflected at (TBD), and Registrants shall be notified of any such changes.

PCCW Enterprises Limited reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a domain name registration or request for registration found to be in violation of this Policy, any other registry policy, and/or any applicable law, rule or regulation.

3.0 Valid Characters for Domain Names

For a .PCCW domain name to be available for registration, it must meet the following requirements:

- It must contain at least 1, and at most 63 characters (after conversion to A-Label for IDN)
- It may only contain alphanumeric characters (a-z, 0-9) and hyphens (letter-digit-hyphen)
- Hyphens cannot be used for the first or last character of the second level domain names, and may not be in the third or fourth position of the second level domain name unless it corresponds to a valid Internationalized Domain Name (IDN) in ASCII form (i.e. "xn--nlq685e")
- It must not be a Reserved Name under the Reserved Names Policy as set forth in the .PCCW Registry's website
- It must comply with all .PCCW naming policies and guidelines

4.0 Obligations of Registrants

4.1 Indemnification Required of Registrants

A Registrant must indemnify, to the maximum extent permitted by law, defend and hold harmless PCCW Enterprises Limited, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration and or use. This indemnification obligation survives the termination or expiration of the domain registration.

4.2 Registrant Compliance

A Registrant is required to:

- Comply with the Registration Eligibility Requirements at all times;
- Comply with ICANN requirements, standards, policies, procedures, and practices for which PCCW Enterprises Limited has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN. A Registrant also acknowledges that delay or failure by PCCW Enterprises Limited to identify or take action upon the identification of such breaches shall not be construed as consent by PCCW Enterprises Limited for such non-compliance, nor shall such delay or failure be deemed as a waiver of PCCW Enterprises Limited to exercise any power under this policy or any policies published by PCCW Enterprises Limited;
- Comply with operational standards, policies, procedures, and practices for the .PCCW Registry established from time to time by PCCW Enterprises Limited in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Operator Agreement with ICANN;
- Agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies. Where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names; and
- Submit to proceedings commenced under dispute policies as set forth below in section 6.0.

5.0 Reserved Names

The .PCCW Registry may designate from time to time certain domain names as Reserved Names:

- in compliance with the specifications and guidelines in the Registry Agreement; and
- any term as decided by Registry Operator in its sole discretion

6.0 Acceptable Use/Anti-Abuse Policy

Abusive use(s) of .PCCW domain names will not be tolerated.

The nature of such abuses creates security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. PCCW Enterprises Limited's definition of abusive use of a .PCCW domain name includes, without limitation, the following:

- **Illegal or fraudulent actions;**
- **Spam:** The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Web sites and Internet forums;
- **Phishing:** The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;
- **Pharming:** The redirecting of unknowing users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or poisoning;

- **Willful distribution of malware:** The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and Trojan horses.
- **Malicious fast-flux hosting:** Use of fast-flux techniques with a botnet to disguise the location of web sites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities.
- **Botnet command and control:** Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct distributed denial-of-service attacks (DDoS attacks);
- **Distribution of child pornography;** and
- **Illegal Access to Other Computers or Networks:** Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

PCCW Enterprises Limited reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of PCCW Enterprises Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by PCCW Enterprises Limited, the Registry Services Provider or any registrar in connection with a domain name registration. PCCW Enterprises Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

Registrants must also submit to proceedings commenced under other dispute policies as set forth by PCCW Enterprises Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .PCCW Registry.

PCCW Enterprises Limited reserves the right to amend or otherwise modify this policy to keep abreast of changes in consensus policy or new and emerging types of abusive behaviour in the Internet.

7.0 Rights Protection Mechanisms

PCCW Enterprises Limited is committed to maintaining the integrity of the data within the .PCCW Registry and to implement policies that deter infringements. The .PCCW Registry will adopt and implement all the Rights Protection Mechanisms as required by ICANN including:

- The Uniform Domain Name Dispute Resolution Policy (UDRP),
- The Uniform Rapid Suspension (URS), and
- The Trademark Claims process

for facilitating the resolution of disputes over the registration and use of a second-level domain name registered under the .PCCW Registry.

8.0 Privacy

PCCW Enterprises Limited shall ensure that the operation of the .PCCW Registry shall comply with PCCW Enterprises Limited's privacy policy as set forth in the .PCCW Registry's website.

9.0 Access to WHOIS

All rights are reserved for information retrieved through the WHOIS Service.

Access to .PCCW WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the registry database. The data is provided for informational purposes only, and PCCW Enterprises Limited does not guarantee its accuracy. The service is intended only for query-based access. WHOIS users must agree that they will use the data only for lawful purposes and that, under no circumstances will the data be used to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

PCCW Enterprises Limited reserves the right to modify these terms at any time. By submitting a WHOIS query, a user agrees to abide by this WHOIS policy. At the discretion of the registry, upon possible violations of the policy the source IP or IPs may be denied access to the WHOIS service. Access may be denied without notice.