

## **.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

Sandvik AB ("Registry Operator"), in connection with the execution of the Registry Agreement for the .SANDVIK TLD (the "Registry Agreement"), hereby applies for .SANDVIK 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, the registration policies attached hereto as Exhibit B, and the SMD file ID number attached hereto as Exhibit C are complete and accurate copies of the official trademark registration, Registry Operator's registration policies for the TLD, and the SMD file ID for the TLD for 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], [REDACTED].

Submitted by: [REDACTED]

Position: Trademark Manager

Dated: 13.08.2014

Email: [REDACTED]



## CERTIFICATE OF REGISTRATION

The International Bureau of the World Intellectual Property Organization (WIPO) certifies that the indications appearing in the present certificate conform to the recording made in the International Register of Marks maintained under the Madrid Agreement and Protocol.

A handwritten signature in black ink, appearing to read 'J. Zahra'.

Judith ZAHRA  
Operations Division  
International Trademarks Registry  
Sector of Trademarks, Industrial Designs  
and Geographical Indications

Geneva, April 22, 2010

**1 034 711**

*Registration date:* **February 2, 2010**

*Date next payment due:* **February 2, 2020**

Sandvik Intellectual Property AB  
SE-811 81 Sandviken  
(Sweden).

*Legal nature of the holder (legal entity) and place of organization:* Limited Company.



*Classification of figurative elements:*  
26.4.

*List of goods and services - NCL(9):*

- 6 Steel, unwrought or semi-wrought; cast steel, common metals, unwrought or semi-wrought, common metals and their alloys and products thereof; cast steel, steel masts, steel sheets, sheets and plates of metal, iron slabs, steel bands, rubber covered steel bands, steel strip, metal bands for bundling, metal bands for binding, barrel hoops of metal, hoop steel, steel pipes, elbows of metal for pipes, steel pipes and pipes of metal, pipe muffers of metals, pipe fittings of metal, reinforcing materials of metal for pipes, branching pipes of metal, branching pipes of metal for pipe lines, steel wire, wire of common metal, soldering wire of metal, wire of common metal alloys (except fuse wire), metal wire for bundling, non-electric cables and wires of metal, tool handles of metal, tiles of metal for building; goods of common metal not included in other classes; copper, unwrought or semi-wrought; iron, unwrought or semi-wrought; nozzles of metal.
- 7 Machines and machine tools, parts to machines and parts to machine tools; stands for machines; hand-held tools, other than hand-operated; sieves (machines or parts of machines), sifters, presses (machines for industrial purposes), rollers for rolling mills; punches for punching machines; guns (tools using explosives); hauling apparatus for mining, extractors for mines, mine borers, mineworking machines, sifting machines, drill bits (parts of machines), drilling machines, drill chucks (parts of machines), drill chisels, drill buttons, drill rigs (floating or not floating), milling machines, grinding machines, sharpening machines, grindstones (parts of machines), feeders (parts of machines), belt conveyors (parts of machines), pneumatic transporters, conveyors (machines), pulleys, hammers (parts of machines), pneumatic hammers, pneumatic controls for machines, motors and engines, pneumatic vibrators (machines), for industrial use, cutting machines, blades (parts of machines), blade holders (parts of machines), handling apparatus for loading and unloading diggers (machines), excavators, loading machines, parts and components of the aforesaid goods.
- 8 Hand tools and parts thereto drill bars, deep boring rods and connections thereto; drill rods, boring bits.
- 9 Registered computer programs, registered operating programs, registered computer software, computers, peripheral equipment, simulators for steering and control of vehicles and crafts, remote control apparatus, electric installations for remote control apparatus of industrial functions, cycling motions, telerupters, parts and components of the aforesaid goods.
- 10 Surgical implants (artificial materials), surgical apparatus and instruments.
- 11 Automatic watering installations, parts and components of the aforesaid goods.
- 12 Trailers (vehicles); trucks; fork lift trucks; tractors; parts and components of the aforesaid goods.
- 14 Precious metals and their alloys and goods in precious

# CERTIFICATE OF REGISTRATION

1 034 711 (continued)

metals or coated therewith, not included in other classes, precious metals, unwrought or semi-wrought.

- 37 Information regarding repair and construction.
- 38 Transfer and transmission of database information via telecommunications networks, information services relating to access to computer networks/Internet, telecommunication and data communication via portal to acquire information.

*Basic application:* Sweden, 16.10.2009, 406730.

*Basic registration:* Sweden, 24.10.2008, 398334.

*Designations under the Madrid Protocol:* Australia, Austria, Bahrain, Belarus, Bosnia and Herzegovina, China, Croatia, Cuba, Egypt, European Union, Ghana, Iceland, Islamic Republic of Iran, Japan, Kenya, Montenegro, Morocco, Namibia, Norway, Republic of Korea, Russian Federation, Serbia, Singapore, Sultanate of Oman, Switzerland, Syrian Arab Republic, Turkey, Ukraine, United States of America, Viet Nam, Zambia.

*Declaration of intention to use the mark:* Singapore, United States of America.

*Date of notification:* 22.04.2010

*Language of the international application:* English

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## **.SANDVIK DOMAIN NAME REGISTRATION POLICIES**

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## CHAPTER 1. Definitions, scope of application and eligibility

### Article 1. Definitions

Throughout this Policy, the following capitalized terms have the following meaning:

<b>Accredited Registrar</b>	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
<b>Applicant</b>	means a physical person, company or organization in whose name an Application is submitted to the Registry;
<b>Applicant Guidebook</b>	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under <a href="http://newgtlds.icann.org/applicants">http://newgtlds.icann.org/applicants</a> , and in force at the time of execution of the Registry Operator Agreement;
<b>Application</b>	means a complete and technically correct request for a Domain Name Registration filed with the Registry through an Accredited Registrar, which complies with all the respective requirements provided for in the Policies, and in particular the specific provisions that apply during such respective Phase of the .SANDVIK launch process within which such request is made;
<b>Claim</b>	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Phase, to recognize its rights within the context of these Policies, including any Documentary Evidence submitted to the Registry and/or Trademark Clearinghouse Operator in this respect;
<b>Complaints Point of Contact</b>	means the primary contact for handling inquiries related to malicious conduct in the .SANDVIK TLD that can be reached on [REDACTED] and PO Box 510, SE-101 30 Stockholm;
<b>Contacts</b>	means the administrative, technical and billing contacts associated with a Domain Name Registration;
<b>Documentary Evidence</b>	means the documentation to be provided by (or on behalf of) the Applicant and/or the Registrant to the Trademark Clearinghouse Operator and/or the Registry, in accordance with these Policies;
<b>Domain Name</b>	means a name at the second level within the .SANDVIK TLD;
<b>Domain Name Registration</b>	means a Domain Name on which the Registry maintains data in the Shared Registry System for the .SANDVIK TLD;

<b>Eligibility Requirements</b>	means the requirements set out in Annex 3 below;
<b>Eligible Trademark</b>	means a registered trademark that meets the requirements set out in the applicable version of the “Trademark Clearinghouse Guidelines”, made available on <a href="http://www.trademark-clearinghouse.com">http://www.trademark-clearinghouse.com</a> , and inclusive of trademarks taken up in Annex 1;
<b>General Availability</b>	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
<b>Geographic Domain Names</b>	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers ( <a href="http://www.icann.org">http://www.icann.org</a> );
<b>Launch</b>	means the moment as of which the Registry allows third parties other than the Registry to register Domain Names;
<b>Phase</b>	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
<b>PICDRP</b>	Means the Public Interest Commitment Dispute Resolution Procedure as adopted by ICANN and as described on <a href="http://newgtlds.icann.org/en/program-status/pddrp">http://newgtlds.icann.org/en/program-status/pddrp</a> ;
<b>Policy</b>	means these .SANDVIK Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
<b>Pre-Launch Phase</b>	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names;
<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;
<b>Registration Fee</b>	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
<b>Registry</b>	means Sandvik AB, having its company seat at PO Box 510, SE-101 30 Stockholm, SE, and registered with the Swedish Companies Registration Office under corporate ID 556000-3468;
<b>Registry Blocked</b>	Means those Domain Names for which the mitigation measures described in the Name Collision Occurrence Assessment have not been implemented

<b>Name</b>	and that are blocked for registration in accordance with Section 6.2 of Specification 6 to the Registry Operator Agreement;
<b>Registry Operator Agreement</b>	means the agreement entered into by and between the Registry and ICANN on <b>(date)</b> ;
<b>Registry-Registrar Agreement</b>	means the agreement made available by the Registry on <b>(URL to be included)</b> ;
<b>Registry Reserved Name</b>	means a Domain Name mentioned on the list contained in Annex 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry's discretion;
<b>Registry Web Site</b>	means the various pages and websites available under <a href="http://www.registry.sandvik">http://www.registry.sandvik</a> and/or <a href="http://www.nic.sandvik">http://www.nic.sandvik</a> ;
<b>Reserved Name</b>	means a Domain Name mentioned on the list contained in Annex 2 hereto, which will not be available for registration;
<b>Shared Registry System</b>	means the system operated on behalf of the Registry that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants;
<b>Sunrise Phase</b>	means (one of) the distinct timeframe(s) during which Applicants will be able to pre-register ( <i>i.e.</i> , reserve for registration) the Domain Names for which they hold a validated trademark, as indicated by the Trademark Clearinghouse and/or the Registry;
<b>Sunrise Process</b>	means the process described in Article 6 hereof;
<b>Term</b>	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
<b>TLD</b>	means Top Level Domain;
<b>Trademark Claims Period</b>	means the timeframe during which Trademark Claims Services for .SANDVIK are provided;
<b>Trademark Claims Services</b>	means the service operated by the Trademark Clearinghouse, whereby i) notice is given to Applicants of the scope of the rights of trademark holders who registered their rights with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the registration after it is effected;
<b>Trademark</b>	means the system made available by the Trademark Clearinghouse



<b>Clearinghouse</b>	Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
<b>Trademark Clearinghouse Operator</b>	means the organization operating the Trademark Clearinghouse, as appointed by ICANN and active through <a href="http://www.trademark-clearinghouse.com">http://www.trademark-clearinghouse.com</a> ;
<b>Trademark PDDRP</b>	Means the Trademark Post-Delegation Dispute Resolution Procedure, as adopted by ICANN and as described on <a href="http://newgtlds.icann.org/en/program-status/pddrp">http://newgtlds.icann.org/en/program-status/pddrp</a> ;
<b>UDRP</b>	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a> ;
<b>URS</b>	means the Uniform Rapid Suspension procedure, as adopted by ICANN and as described at <a href="http://newgtlds.icann.org/en/applicants/urs">http://newgtlds.icann.org/en/applicants/urs</a> .

## **Article 2. Scope of application**

2.1. This Policy describes, among other items:

1. the terms under which the Registry can reserve, register, delegate and use Domain Names, in accordance with the terms of the Registry Operator Agreement;
2. how Applications can be submitted to the Registry during the different Phases devised by the Registry, as well as how the Registry will deal with Domain Name Registration requests, in case the Registry would allow at its sole discretion, at a certain point in time, one or more (categories of) third parties to register one or more Domain Name(s), by liberalizing the initial Eligibility Requirements (*i.e.* the Launch of the .SANDVIK TLD);
3. the way in which Applications will be processed;;
4. the rules under which Applications or subsequent Domain Name Registrations may be challenged; and
5. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .SANDVIK launch and the preservation of the integrity of the Registry's trademarks, as well as setting out the basic rules and procedures applicable to:
  - Applicants or anyone submitting an Application in its own name or on behalf of a third party with the Registry;
  - the Registry;
  - the Accredited Registrars;
  - any party in whose name a Reconsideration Request is submitted;
  - any person or entity interested in obtaining a Domain Name.

2.2. In order to ensure a proper, fair and technically sound administration of the Launch of the .SANDVIK TLD, the Registry has put in place the processes and procedures described in this Policy, which will apply to Applications and/or Domain Name Registrations effected within specific timeframes set by the Registry.

2.3. The Registry may change this Policy, including the conditions and requirements contained herein at its sole discretion, which changes will enter into effect immediately following the publication thereof on the Registry Web Site, unless provided otherwise in writing.

### **Article 3. Eligibility**

3.1. In order to be eligible to submit an Application or maintain a Registration in the .SANDVIK TLD, the Applicant or Registrant must meet each of the criteria set out in the Eligibility Requirements. The Registry shall be entitled to modify these criteria at its sole discretion, without any prior notification. These new criteria enter into force following publication on the Registry Web Site unless stated otherwise in the Eligibility Requirements.

3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry to register Domain Names, it will develop and publish further practical guidance on such launch, if it deems fit.

3.3. The Registry shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or resulting Domain Name Registration if it appears that the Applicant did not fulfil the requirements set out in the Policy at the time of receipt of the corresponding Application by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that said Application, Domain Name Registration or the content provided thereunder is considered defamatory, contrary to public order or morality or otherwise not allowed under applicable law. The Registrant expressly agrees and accepts that he or she shall not be entitled to claim any compensation or refund from the Registry when the latter implements such instruction. The Registry is also entitled to do so if it is of the opinion that the Applicant and/or Registrant does not meet all of the Eligibility Requirements in force at that time and such non-compliance could directly or indirectly damage, impair or disrupt the reputation and/or activities of the Registry, the integrity of the .SANDVIK brand and/or any of the Registry's trademarks.

3.4. The Registry shall at all times be entitled to determine at its sole discretion the name servers for each Domain Name, and the services associated therewith. Whenever parties other than the Registry will be entitled to register Domain Names in the .SANDVIK TLD or obtain the delegation of certain roles and responsibilities with respect to such Domain Names (as indicated in the additional Contacts associated with such Domain Names), the Registry will develop a policy as regards the name servers and services associated with such Domain Names.

3.5. The Registry shall at all times be entitled to define and introduce a verification process in order to confirm that the Application and/or Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force during the respective Phases.

## **CHAPTER 2. The .SANDVIK Launch Process**

### **Article 4. Purpose and principles**

4.1. This Policy contains the terms and conditions under which the Registry, Applicants and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .SANDVIK TLD.

4.2. At any time following the entry into force of the Registry Agreement, the Registry may reserve, register and delegate any of the Domain Names contained in Annex 1 for its own use. The Registry may change such Annex 1 at any point in time and at its sole discretion.

4.3. Any and all Applications or Domain Name Registration requests must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Applicant or Registrant, but for its own account.

4.4. However, the Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Registrant meets the Eligibility Requirements;
- the Domain Name meets all the criteria set out in this Policy;
- the Domain Name is available; and
- the Accredited Registrar holds sufficient funds with the Registry.

4.5. Any Application submitted during the Pre-Launch phase, the Sunrise Process, the Trademark Claims Period or General Availability must meet the relevant terms and conditions as set out in this Policy. All conditions that are not indicated to relate to a specific phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and/or Domain Name Registrations.

4.6. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name, the Registry shall be entitled to suspend or to cancel such Domain Name Registration at its sole discretion, at least until sufficient safeguards, representations and warranties have been obtained from the Registrant and the parties who have directly or indirectly initiated such trademark claim.

### **Article 5. The .SANDVIK Pre-Launch Phase**

During the Pre-Launch Phase, the Registry is the only party entitled to register Domain Names in the .SANDVIK TLD. During this Phase, the Registry shall only register and use Registry Reserved Names.

## **Article 6. Sunrise Phase**

### **6.1. Overview of the Sunrise Process**

the Registry is exempt from complying with the requirements of Specification 9 to the Registry Operator Agreement, notwithstanding the provisions of Section 6 of Specification 9 and no Sunrise Process is offered.

## **Article 7. Trademark Claims Period**

After the Launch, Trademark Claims Services shall be provided during the first 90 days following the Launch. Trademark Claims Services shall also be provided during the first 90 days following subsequent Launch Phases.

## **Article 8. Processing of Applications; Exchange of Information**

All Applications shall be submitted to and Domain Name Registrations maintained with the Registry by an Accredited Registrar.

Due to the fact that the Registry's Shared Registration System is the one and only authoritative database for Domain Names registered in the .SANDVIK TLD, neither the Registry nor the Trademark Clearinghouse Operator shall be entitled to amend or cancel Applications or Application Data, unless such Application Data has been processed through the Trademark Clearinghouse.

Supplementary information may be requested via email or other communication media as appropriate. Under normal circumstances, the Accredited Registrar is responsible for all Applications submitted as specified in the Registry-Registrar Agreement. Assistive notifications or requests for (additional) Documentary Evidence may, however, be sent to the Applicant directly by the Accredited Registrar.

## **CHAPTER 3. Domain Name Allocation**

### **Article 9. Domain Name Allocation for Registry Reserved Names**

The Registry shall determine at its sole discretion how and when the Domain Names mentioned on the list contained in Annex 1 hereto shall be registered and used.

### **Article 10. Domain Name Allocation during the Sunrise Processes**

#### **10.1. Single Applications**

the Registry is exempt from complying with the requirements of Specification 9 to the Registry Operator Agreement, notwithstanding the provisions of Section 6 of Specification 9 and no Sunrise Process is offered.

**Article 11. Domain Name Allocation during General Availability**

With the exception of Domain Names that have been allocated or reserved in the context of the respective Launch Processes and procedures, any party meeting the respective Eligibility Requirements shall be entitled to request a Domain Name Registration with the Registry following the start of General Availability for those eligible Registrants.

The Registry shall effectuate such Domain Name Registration based on internal registrations policies..

## **CHAPTER 4. Dispute Resolution Policies**

### **Article 12. Disputes relating to registered Domain Names**

12.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before the dispute resolution providers appointed by ICANN to handle UDRP, URS and/or Trademark PDDRP proceedings. These proceedings must be handled in accordance with the relevant rules and supplemental rules adopted by these dispute resolution providers for handling such proceedings; and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP, URS and/or Trademark PDDRP against the Registrant in compliance therewith and with the relevant rules and supplemental rules.

12.2. Unless agreed upon otherwise by the parties to a Domain Name Dispute or otherwise stated in the agreement between the Registrant and its Registrar or in the procedural rules, the language of the proceedings shall be the language of that agreement.

12.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to an Application or Domain Name Registration prior to or following the procedures published on the Registry Web Site. The Complaints Point of Contact may mediate between the complainant and the Registrant and shall have the right and the powers to suspend, cancel or delete an Application or Domain Name. No fees are charged by the Registry or the Complaints Point of Contact in connection with any such mediation or remedy, which shall also be the only remedy available to the complainant.

12.4. Every Registrant shall fully cooperate with reasonable requests by the Registry to assist in responding to a PIC report that may be forwarded to the Registry in accordance with the PICDRP.

### **Article 13. Eligibility Reconsideration Proceedings**

13.1. If, after an *ex officio* review by the Registry and/or following submission of a complaint to the Complaints Point of Contact, the Registry determines that the Domain Name Registration in question did not meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

13.2. The Registrant has ten (10) working days following the notification referred to in Article 13.1 in order to ensure that it is in compliance with the Eligibility Requirements.

13.3. If the Registrant is not in compliance with these requirements within this timeframe, the Registry will be entitled to suspend and/or delete the respective Domain Name(s) of the Registrant with no refund of any fees or any other liability to the Registrant.

13.4. No Applicant and/or Registrant shall be entitled to any form of compensation, damages or refund as a result of a decision by the Registry to suspend or delete a Domain Name, and/or following the implementation of such decision.

## **CHAPTER 5. General Provisions**

### **Article 14. Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names**

14.1. Every Domain Name must meet the following technical and syntax requirements:

- the A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen (“-”), subject to the restrictions set out below;
- the Domain Name cannot begin or end with a hyphen (“-“);
- underlined characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 1 character.

14.2. 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.

14.3. Domain Names that are identical to Registry Blocked Names will be unavailable for registration.

14.4. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .SANDVIK TLD; however, the Registry reserves the right to allocate to and register a Domain Name mentioned on the list of Reserved Names in the name of a party indicated by the Registry (or itself).

14.5. Geographic Domain Names will be exclusively registered in the name of the Registry, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of the Registry Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of the Registry Agreement, the Applicant will obtain such consents before actually registering, delegating and using these Domain Names.

### **Article 15. Term of Registration**



15.1. When registering a Domain Name, the Applicant / Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered.

15.2. The Registry is under no obligation to inform the Registrant in advance when the Term is about to expire.

15.3. The Registry may terminate any Registered Domain Name at any time and for any reason, by giving the Registrant a notice of at least 180 (one hundred and eighty) calendar days, without the Registrant being entitled to any compensation, refund or damages whatsoever.

#### **Article 16. Amendments**

16.1. 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 Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

#### **Article 17. Liability**

17.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful 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 Web Site, 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, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.

17.2. To the extent allowed under applicable law and unless provided otherwise herein, 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). 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 this Policy and related to the allocation of Domain Names.

17.3. Applicants and 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, or is deemed contrary to morality, public order or unlawful under applicable laws.

17.4. For the purposes of this Article, the term "Registry" shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.

17.5. The Registry are not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

## **Article 18. Representations and Warranties**

18.1. Any Applicant, any party submitting a Domain Name Registration request and any Registrant 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;
- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
- it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

18.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the Applicant represents and warrants that:

- the Application, *casu quo* the Domain Name Registration contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- it shall participate in good faith in any proceedings described in this Policy commenced by or against the Applicant; and
- the Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of the Registry and the .SANDVIK brand, and any and all (intellectual property) rights associated therewith.

18.3. The Accredited Registrar must ensure that Applicants and Registrants expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in this Policy, or is not in compliance with any other provision of this Policy; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .SANDVIK TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents.

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

#### **Article 19. Payment of Applicable Fees Due**

If payment is required, the Registry shall only be obliged to accept an Application or Domain Name Registration request or to renew a Domain Name Registration once it has been unconditionally paid in full for such service by the Accredited Registrar appointed by the Applicant or Registrant.

Payment of any fees due, for which the Applicant, and ultimately the Registrant, is solely liable, must be made with the Registry via an Accredited Registrar. The Registry is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name concerned.

## **Article 20. Notices**

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Registrant, as provided to the Registry in the Application and/or Domain Name Registration. 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/or (ii) by electronic mail, upon confirmation of receipt by the Registry's email server (**Registry's email address to be included**).

## **Article 21. Assignment**

Unless expressly provided for otherwise herein, neither party may assign any right or obligation hereunder without the written consent of the Registry. This Policy shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

## **Article 22. Severability**

If any provision of this Policy or any amendments thereto 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 Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

## **Article 23. Waiver**

No waiver of any right under this Policy 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 this Policy. 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 24. Compliance with Law**

Neither party subject to this Policy will undertake, 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 another party to be in violation thereof in the execution of the terms and conditions set out herein.

## **Article 25. Language**

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

## **Article 26. Applicable Law; Jurisdiction**

This Policy, as amended from time to time, will be governed by the laws of Sweden.

Unless referred to otherwise in Article 12 hereof, any dispute, controversy or claim in relation to or arising under this Policy shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Stockholm, Sweden and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.

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 (Stockholm, Sweden)

## **CHAPTER 6. Annexes**

- Annex 1: Registry Reserved Names
- Annex 2: Reserved Names
- Annex 3: Eligibility Requirements and Criteria

## **ANNEX 1: Registry Reserved Names**

### **Article 1. Definitions**

Capitalized terms have the meaning as specified in Article 1 of the .SANDVIK Domain Name Registration Policies.

### **Article 2. General list of Registry Reserved Names**

The Domain Names mentioned or described in the following list are Registry Reserved Names and may be registered in the name of the Registry at the second level of the .SANDVIK extension:

1. Two-character labels<sup>1</sup>
2. HOME.SANDVIK
3. WWW.SANDVIK
4. NIC.SANDVIK
5. RDDS.SANDVIK
6. WHOIS.SANDVIK

### **Article 3. Country and Territory Names**

The Domain Names mentioned or described in the following list are Registry Reserved Names at the second level and at all other levels within .SANDVIK for which registration is provided by the Registry Operator and consents from the applicable governments will be obtained to the extend required:

1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <[http://www.iso.org/iso/support/country\\_codes/iso\\_3166\\_code\\_lists/iso-3166-1\\_decoding\\_table.htm#EU](http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm#EU)>;
2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World;
3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names.

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<sup>1</sup> All two-character labels shall be initially reserved. The reservation of a two character label string may be released to the extent that Registry Operator reaches agreement with the government and country-code manager. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes

**Article 4. International Olympic Committee; International Red Cross and Red Crescent Movement**

The Domain Names, including their IDN variants, where applicable, relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved> shall be withheld from registration or allocated to Registry Operator at the second level within the TLD.

**Article 5. International Organisations**

The Domain Names listed at <http://www.icann.org/en/resources/registries/reserved> shall be withheld from registration or allocated to Registry Operator at the second level within the TLD.

**Article 6. Categories of Registry Reserved Names**

The (categories of) Domain Names that are to be registered in the name of the Registry Operator include, but are not limited to:

- Generic names that are directly or indirectly related to the day-to-day activities of the Registry;
- Names relating to departments and subsidiaries of the Registry
- Names of dealers, stores or outlets;
- Names of geographic locations where services are (planned to be) provided; and
- Names relating to business partners and customers.

## **ANNEX 2: Reserved Names**

### **Article 1. Definitions**

Capitalized terms have the meaning as specified in Article 1 of the .SANDVIK Domain Name Registration Policies.

### **Article 2. Reservation of the label “EXAMPLE”**

The label “EXAMPLE” shall be reserved at the second level and at all other levels within .SANDVIK at which registrations are made.

### **Article 3. Categories of Reserved Names**

At its own discretion, the Registry may reserve the following (categories of) domain names at the second level and at all other levels within .SANDVIK at which registration are made:

- defamatory names; and
- names and brands of competitors.



**Article 4. International Olympic Committee; International Red Cross and Red Crescent Movement**

The Domain Names, including their IDN variants, where applicable, relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at <http://www.icann.org/en/resources/registries/reserved> shall be withheld from registration or allocated to Registry Operator at the second level within the TLD.

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- Names relating to departments and subsidiaries of the Registry
- Names of dealers, stores or outlets;
- Names of geographic locations where services are (planned to be) provided; and
- Names relating to business partners and customers.

## **ANNEX 3: Eligibility Requirements and Criteria**

### **Article 1. Definitions**

Capitalized terms have the meaning as specified in Article 1 of the .SANDVIK Domain Name Registration Policies.

### **Article 2. Eligible Registrant**

The .SANDVIK TLD is a Single-Registrant TLD. Only the Registry Operator is entitled to be the Registrant for any and all Domain Name Registrations made.

### **Article 3. Contacts**

Unless otherwise determined by the Registry, at its sole discretion, each and every Domain Name shall have the following associated Contacts:

Admin-C: Registry

Tech: Registry

Billing: Registry

The Registry shall be entitled, at its sole discretion, to add one or more contacts to the list referred to above, including, but not limited to, contacts associated with third parties.