

## **.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

Teva Pharmaceutical Industries Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .teva TLD (the "Registry Agreement"), hereby applies for the .teva 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.

Specifically:

- The applied-for TLD, .teva, is identical to the textual elements of the TEVA trademark registered with the United States Patent and Trademark Office, with registration number 1567918 ("Teva Mark");
- The Teva Mark is recorded with, and has been issued a signed mark data (SMD) file by, the Trademark Clearinghouse;
- The Teva Mark is owned and used by the Registry Operator, in the ordinary course of its business, and was issued to Registry Operator prior to the filing of the .teva application with ICANN;
- The Teva Mark has been used throughout the term of its registration continuously in connection with the goods and services identified in the trademark registration. Registry Operator intends to maintain the use of the Teva Mark throughout the term of the Registry Agreement;
- The Teva Mark does not begin with a period or a dot;
- The Teva Mark is used by the Registry Operator in the conduct of business unrelated to the provision of TLD Registry Services;
- As referenced in the attached Registry Policies, only Registry Operator, its Affiliates or Trademark Licensees are permitted to be registrants of domain names in the .teva TLD, and control the DNS records associated with such domain names;
- The .teva TLD is not a Generic String TLD, as defined in Specification 11 of the Registry Agreement;
- An accurate and complete copy of the registration certificate for the Teva Mark is attached as Exhibit A.

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].

Submitted by: [REDACTED]  
Position: VP Corporate IP and Legislative  
Affairs  
Dated: 14 August 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**



**Int. Cl.: 5**

**Prior U.S. Cl.: 18**

**United States Patent and Trademark Office**

**Reg. No. 1,567,918**

**Registered Nov. 28, 1989**

**TRADEMARK  
PRINCIPAL REGISTER**

**TEVA**

**TEVA PHARMACEUTICAL INDUSTRIES LTD.  
(ISRAEL COMPANY)  
HAR HOTSVIM, BEHIND SANHEDRIA HA'-  
MURHEVE  
JERUSALEM, ISRAEL**

**FOR: HOUSE MARK FOR A FULL LINE OF  
PHARMACEUTICAL, VETERINARY AND  
SANITARY PREPARATIONS, IN CLASS 5 (U.S.  
CL. 18).**

**OWNER OF ISRAEL REG. NO. 41075, DATED  
8-5-1975, EXPIRES 8-5-1996.**

**OWNER OF U.S. REG. NO. 1,375,423.  
THE ENGLISH TRANSLATION OF THE  
WORD "TEVA" IN THE MARK IS "NATURE".**

**SER. NO. 781,811, FILED 2-17-1989.**

**Laurie Whitaker, Examining Attor-  
ney**

# The United States of America



## CERTIFICATE OF RENEWAL

*The registration shown in this certificate has been renewed in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for renewal of the registration for the mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the registrant is entitled to renewal of the registration for the mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the registration are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law.*



A handwritten signature in black ink, appearing to read 'L. Ford', written over a horizontal line.

Director of the United States Patent and Trademark Office

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51 and 52

Reg. No. 1,567,918

United States Patent and Trademark Office

Registered Nov. 28, 1989

10 Year Renewal

Renewal Term Begins Nov. 28, 1999

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**TRADEMARK  
PRINCIPAL REGISTER**

**TEVA**

TEVA PHARMACEUTICAL INDUS-  
TRIES LTD. (ISRAEL COMPANY)  
5 BASEL STREET  
PO BOX 3190  
PETAH TIQVA 49131, ISRAEL, T., T.

OWNER OF ISRAEL REG. NO. 41075,  
DATED 8-5-1975.

OWNER OF U.S. REG. NO. 1,375,423.

THE ENGLISH TRANSLATION OF  
THE WORD "TEVA" IN THE MARK IS  
"NATURE".

FOR: HOUSE MARK FOR A FULL  
LINE OF PHARMACEUTICAL VETERI-  
NARY AND SANITARY PREPARA-  
TIONS, IN CLASS 5 (U.S. CLS. 6, 18, 44,  
46, 51 AND 52).

FIRST USE ; IN COMMERCE .

SER. NO. 73-781,811, FILED 2-17-1989.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on Apr. 25, 2000.*

# The United States of America



Nº 1567918

## CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

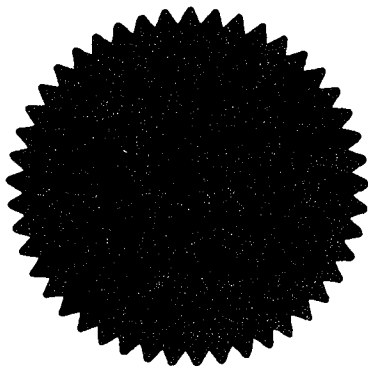
Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

## PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-eighth day of November, 1989.



*Jeffery M. Samuel*

Acting Commissioner of Patents and Trademarks



**Int. Cl.: 5**

**Prior U.S. Cl.: 18**

**United States Patent and Trademark Office**

**Reg. No. 1,567,918**

**Registered Nov. 28, 1989**

**TRADEMARK  
PRINCIPAL REGISTER**

**TEVA**

TEVA PHARMACEUTICAL INDUSTRIES LTD.  
(ISRAEL COMPANY)  
HAR HOTSVIM, BEHIND SANHEDRIA HA'  
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JERUSALEM, ISRAEL

FOR: HOUSE MARK FOR A FULL LINE OF  
PHARMACEUTICAL, VETERINARY AND  
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SER. NO. 781,811, FILED 2-17-1989.

Laurie Whitaker, Examining Attorney





**NOTICE OF ACCEPTANCE OF §8  
DECLARATION AND §9 RENEWAL  
MAILING DATE: Sep 1, 2009**

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at:  
<http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov/>.

**REG NUMBER: 1567918**  
**MARK: TEVA**  
**OWNER: TEVA PHARMACEUTICAL INDUSTRIES LTD.**

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**Exhibit B**

**TLD Registration Policies**

## ***.TEVA Domain Name Registration Policy***

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## .TEVA Domain Name Registration Policy

This .TEVA TLD Domain Name Registration Policy (.TEVA TLD Registration Policy) sets out the eligibility criteria for domain names in the .TEVA Top Level Domain.

The .TEVA TLD Registration Policy may be updated periodically, without prior notice. The current version can be found at [TBC], and continued registration or use of a .TEVA domain name after any update constitutes acceptance of the current version. The only remedy in case of any disagreement with the current terms of the .TEVA TLD Registration Policy is to cancel your domain name registration.

The terms of the .TEVA TLD Registration Policy as described below constitute the entire agreement concerning the eligibility criteria for registration of a .TEVA domain name. It is to be read in conjunction with the .TEVA TLD T&Cs; no other agreements or representations supplement or alter the terms of the .TEVA TLD Registration Policy, except as expressly incorporated herein.

Any undefined capitalised term in the .TEVA TLD Registration Policy shall have the meaning set out in the ICANN Registry Agreement applicable to the .TEVA Top Level Domain, available at [TBC].

### General/Definitions

**Authorized Registrants** means (1) Teva, and upon Teva's sole discretion, its (2) Affiliates and (3) Trademark Licensees, as anticipated and in strict conformity with Specification 13 to the .TEVA Registry Agreement with ICANN.

**ICANN** means the Internet Corporation for Assigned Names and Numbers.

**Registrar** means an ICANN-accredited registrar authorized to provide domain name registration services in the .TEVA TLD.

**Reserved Names** means domain names which are unavailable for third-party registration at the time of their appearance on a list of Reserved Names.

**Teva (or "we" or "us")** means Teva Pharmaceutical Industries Limited.

**.TEVA** means the .TEVA Top Level Domain.

**.TEVA TLD Registration Policy** means the .TEVA Domain Name Registration Policy which sets out the eligibility criteria for domain names in the .TEVA Top Level Domain.

**.TEVA TLD T&Cs** means the .TEVA Domain TLD Terms and Conditions, as amended from time to time by Teva, which sets out the terms and conditions governing the registration and use of domain names in the .TEVA Top Level Domain, and which incorporates, as relevant, the Teva Terms of Service as posted at <http://www.tevapharm.com/Pages/LegalNotes.aspx>, as amended from time to time by Teva.

**Top Level Domain** means the final characters after the dot in a domain name; in the case of "nic.teva", this is ".teva".

**You or your** means an individual or entity seeking to initiate registration of a .TEVA domain name, or if allowed, the domain name registrant.

*Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.*

*All communications and information under this .TEVA Registration Policy shall be in English.*

## Registration Eligibility

Eligibility to register, maintain, renew, or use a .TEVA domain name (including controlling associated DNS records) is limited to Authorized Registrants.

Teva reserves the right, for any reason, to periodically verify .TEVA domain name registration eligibility. Any determination as to such eligibility shall be made by Teva in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. Teva reserves the right, in its sole discretion, to suspend, cancel, revoke, or take other action it deems necessary with respect to a .TEVA domain name registrant in the event it determines that their registration violates the registration eligibility criteria. Questions about a determination by Teva as to .TEVA domain name registration eligibility should be directed to the [TBC].

To assist in ensuring compliance with the .TEVA TLD Registration Policy, “privacy” or “proxy” registrations may not be permitted in the .TEVA Top Level Domain.

## Domain Name Registration Rules

Domain name registrations in the .TEVA Top Level Domain follow a four-step process managed by Teva and the Registrar: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; (iv) Registration.

.TEVA domain name registrations are available to eligible registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .TEVA Top Level Domain, they will be subject to the .TEVA IDN registration pairing rules as and when they are developed.

### (i) Eligibility Confirmation

Only Authorized Registrants who agree to be bound by the terms of the .TEVA TLD Registration Policy and .TEVA TLD T&Cs are eligible to register or use a .TEVA domain name. .TEVA domain names may not under any circumstances be registered or used by third parties other than Authorized Registrants.

Prior to any .TEVA domain name registration or renewal, and at any time during the registration life cycle at Teva’s sole discretion, domain name registrations will be verified by Teva for compliance with the .TEVA TLD Registration Policy including as to eligibility.

## (ii) Naming Convention Check

.TEVA domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these
- c. must start and end with an alphanumeric character, not a hyphen
- d. must not be a Reserved Name, as described herein
- e. domain names at the second level, must not contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid Internationalized Domain Name in ASCII encoding (for example “xn--ndk061n”).

## (iii) Acceptable Use Review

By asking us to register or renew a .TEVA domain name registration, you warrant and represent that your .TEVA domain name registration does and will at all times comply with the .TEVA TLD Registration Policy and .TEVA TLD T&Cs.

Registration or renewal of a .TEVA domain name is subject to Teva’s satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during, a .TEVA domain name registration.

## (iv) Registration

Provided that the .TEVA eligibility confirmation, naming convention check, and acceptable use review are satisfied, Teva will provide a secure instruction per its internal domain management process to the Registrar to proceed with the registration or renewal of your .TEVA domain name.

If at any point prior to the registration expiration date you no longer wish to maintain your .TEVA domain name registration, you may submit a written request by email to Teva at [TBC] and the Registrar requesting cancellation of your registration. Please note that if you cancel your .TEVA domain name registration, Teva is under no obligation to make that domain name available for your future registration. If at any point prior to the registration expiration date you no longer qualify as an Authorized Registrant, you must submit a written request by email to Teva at [TBC] and the Registrar requesting cancellation of your registration. If at any point prior to the registration expiration date Teva learns that no longer qualify as an Authorized Registrant, Teva will instruct the Registrar to cancel your registration or transfer it to another Authorized Registrant of Teva’s choosing.

At the conclusion of the registration period for your .TEVA domain name, unless you have instructed the Registrar (with a copy to us) otherwise prior to the expiration of your .TEVA domain name registration, the Registrar will renew your .TEVA domain name registration on the basis of an agreed standing renewal order.

## Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in Specification 5 of the ICANN Registry Agreement applicable to the .TEVA Top Level Domain, and in particular
  1. the terms “example”, “www”, “rdds”, and “whois” at all levels, which at Teva’s sole discretion shall be withheld from registration or allocated to Teva
  2. the term “nic”, at all levels, as this term shall be allocated to Teva for use in connection with the operation of the .TEVA Top Level Domain
- b. any term reserved by Teva from time to time at its sole discretion

## Acceptable Use

Teva reserves the right to periodically review .TEVA domain name registrations and uses for compliance with the .TEVA TLD Registration Policy and .TEVA TLD T&Cs. For example, but without limitation, by registering a .TEVA domain name, or by asking us to maintain or renew a .TEVA domain name registration:

- you represent and warrant that you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law
- you warrant and represent that your registration or use of a .TEVA domain name does not and will not:
  - give rise to any morally objectionable or otherwise socially questionable conduct
  - violate any applicable laws or regulations
  - in any way harm the reputation or goals and operating principles of Teva

You further agree that Teva may, in its sole discretion, lock, suspend, cancel, revoke, or otherwise take (or require you to take) remedial action to cure any breach of the .TEVA TLD Registration Policy or .TEVA TLD T&Cs if your registration or use of a .TEVA domain name violates the .TEVA TLD Registration Policy or .TEVA TLD T&Cs or applicable law, or otherwise violates standards of conduct deemed acceptable to Teva in its sole discretion.

By registering a .TEVA domain name, or by asking us to maintain or renew a .TEVA domain name registration, you agree to use any technical and operations protocols required by Teva in its sole discretion.

Any failure to comply with these acceptable use standards may be considered a breach of the .TEVA TLD Registration Policy and .TEVA TLD T&Cs and may, in Teva’s sole discretion, be grounds for the suspension, cancellation, or revocation of your .TEVA domain name registration.

**Exhibit C**

**Signed Mark Data File ID Number**

The SMD file ID number for the Teva Mark is

