

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

Total S.A. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .TOTAL TLD (the "Registry Agreement"), hereby applies for .TOTAL 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] (see below)

Submitted by:
Position:
Dated:
Email:

[REDACTED]
External Consultant
01/09/2014
[REDACTED]
[REDACTED]

Exhibit A

Trademark Registration



MARQUES DE FABRIQUE DE COMMERCE OU DE SERVICE

Code de la propriété intellectuelle

Livre IV : Titre premier, chapitre premier

Livre VII : Titre premier ; Livre VIII

CERTIFICAT D'ENREGISTREMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que la marque reproduite au verso a été enregistrée.

L'enregistrement produit ses effets à compter de la date de dépôt de la demande pour une période de dix ans indéfiniment renouvelable.

Cet enregistrement sera publié au Bulletin officiel de la propriété industrielle

BOPI 03/40 VOL II du 3 Octobre 2003.

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

Daniel HANGARD



INSTITUT
NATIONAL DE
LA PROPRIÉTÉ
INDUSTRIELLE

SIEGE
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TOTAL FINA ELF SA/DJ-Marques
2, place de la Coupole
A l'attention de Stéphanie POLSELLI
92078 Paris La Défense Cedex

N° National : 03 3 222 615

Dépôt du : 17 AVRIL 2003

à : INPI PARIS

TOTAL FINA ELF SA Société Anonyme, 2, place de La Coupole La Défense 6, 92400 Courbevoie, N° SIREN : 542 051 180.

Mandataire ou destinataire de la correspondance :

TOTAL FINA ELF SA/DJ-Marques, 2, place de la Coupole, A l'attention de Stéphanie POLSELLI, 92078 Paris La Défense Cedex.



Marque déposée en couleurs.

Produits ou services désignés : Produits chimiques destinés à l'industrie, aux sciences, à l'agriculture, l'horticulture, la sylviculture, l'aquaculture. Matières plastiques à l'état brut sous toutes ses formes ; caoutchouc sous forme liquide. Résines artificielles et synthétiques. Polymères destinés à l'industrie. Substances adhésives destinées à l'industrie. Détergents à usage industriel ; additifs chimiques pour carburants, lubrifiants et combustibles ; boues de forage et additifs chimiques pour boues de forage ; additifs et adjuvants chimiques pour insecticides, herbicides et fongicides. Solvants. Antigels ; fluides pour circuits hydrauliques et de transmission ; liquides de freins. Matières pour l'absorption du pétrole, des huiles et des graisses ; dispersants du pétrole. Peintures, vernis, laques ; encres d'imprimerie et solvants pour peintures, vernis et encres ; enduits ; produits pour la protection des bois et des métaux ; produits anti-corrosions et anti-rouille ; résines naturelles à l'état brut. Préparations pour blanchir, nettoyer, polir, dégraisser et abraser ; produits pour le lavage et

l'entretien des véhicules, des machines et des bâtiments ; huiles de nettoyage ; huiles, graisses, gelées, cires et paraffines à usage cosmétique et de toilette ; savons, shampooings, parfumerie, cosmétiques, dentifrices. Pétrole (brut ou raffiné), produits dérivés du pétrole et préparations à base de pétrole. Combustibles liquides, solides et gazeux ; carburants ; gaz et gaz de pétrole liquéfié. Lubrifiants ; huiles et graisses industrielles. Paraffines et cires. Matières éclairantes. Additifs non chimiques pour carburants, combustibles et lubrifiants. Insecticides, herbicides, fongicides. Désinfectants. Produits pharmaceutiques, vétérinaires et produits hygiéniques pour la médecine. Huiles, graisses, gelées, cires à usage médical, pharmaceutique ou vétérinaire. Appareils et instruments scientifiques, géodésiques, photographiques, optiques, de pesage, de mesurage, de signalisation, de contrôle (inspection) et d'enseignement, notamment destinés à l'industrie pétrolière et chimique. Appareils et instruments pour la conduite, la distribution, la transformation, l'accumulation, le réglage ou la commande du courant électrique. Distributeurs automatiques ; distributeurs de carburants pour station-service. Cartes magnétiques et électroniques. Equipement pour le traitement de l'information, ordinateurs, progiciels et logiciels. Supports d'enregistrements sonores et audiovisuels ; bandes, cassettes et jeux vidéo ; disques compacts ; pellicules photographiques, piles électriques. Batteries et chargeurs de batteries ; câbles électriques ; coupe-circuits ; allume-cigares pour automobiles ; jauges ; triangles de signalisation pour véhicules en panne ; lunettes de soleil et étuis à lunettes. Installations et appareils d'éclairage, de chauffage, de production de vapeur, de cuisson, de séchage, de réfrigération, de ventilation et de distribution d'eau ; collecteurs solaires (chauffage). Produits de l'imprimerie ; brochures, magazines, journaux, prospectus, catalogues, guides, livres, cartes géographiques, papeterie, calendriers, agendas, affiches, sacs d'emballage en papier. Publications, revues, brochures et fiches conseils relatives à l'industrie pétrolière, au commerce et à la distribution de produits pétroliers et chimiques. Livres, livrets, manuels, catalogues et guides techniques, fonctionnels et méthodologiques dans les domaines pétroliers et chimiques. Cartes. Stylos, crayons. Adhésifs (matières collantes) pour la papeterie ou le ménage. Résines artificielles semi-finies ; caoutchouc synthétique sous toutes les formes brutes (à l'exception de la forme liquide) ou semi-finies ; gommes brutes et semi-finies ; matières plastiques semi-finies. Emballages en matières plastiques, à savoir : sacs, sachets, films et feuilles. Produits et matériaux isolants ; huiles et graisses isolantes ; huiles pour transformateurs ; peintures isolantes. Matériaux de construction non métalliques ; asphaltes, bitumes, poix, goudrons et leurs produits dérivés, notamment pour la construction et pour le revêtement de chaussée. Services de publicité, d'informations commerciales et de promotion des ventes ; services de diffusion et de distribution de matériels publicitaires (tracts, imprimés, prospectus, échantillons) ; courrier publicitaire électronique. Services d'offres promotionnelles ; organisation et gestion d'opérations commerciales de fidélisation de clientèle. Organisation d'exposition ou de manifestation à buts commerciaux ou de publicité. Services d'aide à la gestion d'entreprises. Communication institutionnelle (publicité). Parrainage et mécénat publicitaires et commerciaux. Gestion de fichiers, de banques et de bases de données dans les domaines pétroliers et chimiques. Gestion administrative d'achats de produits et/ou de services en ligne sur le réseau Internet. Regroupement pour le compte de tiers de produits (à l'exception de leur transport), à savoir le tabac, les produits alimentaires, la presse et la papeterie, les produits de droguerie, d'hygiène et de parfumerie, les produits d'entretien ménager, les produits automobile (pétroliers et d'entretien), les produits audio et vidéo, les jouets et les cadeaux, les fleurs, les vêtements, les cartes téléphoniques, les jeux

de loterie permettant au consommateur de les voir et de les acheter commodément dans un commerce de proximité, y compris dans des magasins de stations-service. Assurances. Affaires et informations financières. Services de crédit ; services de cartes de paiement et de crédit et services financiers y afférents. Services de cartes de fidélité. Emission de cartes pour le ravitaillement automatique dans les stations-service. Transfert électronique de fonds. Parrainage et mécénat financiers. Stations-service ; entretien, lavage et réparation de véhicules et de pièces de véhicules ; graissage, lubrification, mise au point des moteurs ; réparation et montage de pneus. Entretien et réparation d'installations de chauffage. Location de plates-formes de forage ; forage de puits. Installation et entretien d'oléoducs et de plates-formes pétrolières. Asphalage. Télécommunications ; services de communications par réseau Internet et Intranet ; diffusion, transmission et échange d'images, de sons et de données par voie téléphonique, par satellite, par terminaux d'ordinateurs, et par voie électronique ; services de courrier et de messagerie électroniques. Diffusion de programmes de télévision. Transport, distribution (livraison), stockage, emballage, embouteillage de marchandises, notamment de produits pétroliers, gaziers et chimiques ainsi que de leurs produits dérivés. Remorquage et location de véhicules. Distribution, transmission et fourniture d'électricité. Approvisionnement (livraison) de marchandises commercialisées en station-service notamment combustibles, pièces et accessoires de véhicules, produits d'entretien de véhicules, produits alimentaires et boissons. Traitement de substances pétrolières et chimiques, notamment raffinage de pétrole, mélange de produits lubrifiants pour le compte de tiers. Production de gaz et d'électricité. Vulcanisation de pneus. Edition de publications sous forme de livres, manuels, guides, revues et brochures destinées au divertissement, à l'information et à l'éducation. Services de formation dans le domaine du pétrole, du gaz et des industries pétrochimiques, science, santé, sécurité et environnement. Organisation de concours, loteries et compétitions sportives. Production de spectacles, de films. Montage de bandes vidéo. Organisation d'expositions à buts culturels ou éducatifs. Organisation et conduite de colloques, conférences, congrès, forums et séminaires. Consultations professionnelles et techniques, analyses, études de projets techniques se rapportant à l'industrie, au commerce et à la distribution des produits pétroliers et chimiques ainsi que leurs produits dérivés. Travaux d'ingénieurs (expertises). Services en rapport avec l'exploration et la production de pétrole, de gaz et d'électricité, à savoir recherche et prospection pétrolière, géologique, géophysique et géochimique, contrôle de puits, mise en exploitation, études et expertises de gisements pétroliers et minéraux, toutes analyses de laboratoire en rapport avec ces activités. Recherche et développement de nouveaux procédés et concessions de licences d'utilisation de propriété intellectuelle à des tiers. Services de programmation pour ordinateurs ; conception (élaboration), développement, mise à jour et maintenance de logiciels, progiciels, de bases et de banques de données informatiques. Services de restauration (alimentation) ; restaurants, cafétérias.

Classes de produits ou services : 1, 2, 3, 4, 5, 9, 11, 16, 17, 19, 35, 36, 37, 38, 39, 40, 41, 42, 43.

Exhibit B

.TOTAL DOMAIN NAME REGISTRATION POLICIES

TABLE OF CONTENTS

CHAPTER 1. Definitions, scope of application and eligibility

Article 1. Definitions

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

Accredited Registrar	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into an agreement with the Registry for registering Domain Names;
Affiliate	means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise;
Applicant Guidebook	means the rules and requirements established by ICANN for applying for a new gTLD, as made available by ICANN under http://newgtlds.icann.org/applicants , and in force at the time of execution of the Registry Agreement;
Complaints Point of Contact	means the service available under [to be completed];
Contacts	means the administrative, technical and billing contacts associated to a Domain Name Registration;
Documentary Evidence	means the documentation to be provided by (or on behalf of) a (candidate) Registrant to the Registry in accordance with these Policies;
Domain Name	means a name at the second level within the .TOTAL TLD;
Domain Name Registration	means a Domain Name on which the Registry has stored and maintains data in the Shared Registry System for the .TOTAL TLD;
Eligibility Requirements	means the requirements set out in Attachment 3 below;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (www.icann.org);
Policy	means these .TOTAL Domain Name Registration Policies, including the Attachments and any and all interpretative guidelines published by the Registry in relation hereto,

	as may be amended from time to time by the Registry;
Registrant	means the person or entity in whose name a Domain Name is registered;
Registry	means Total S.A.. A Corporation company under French law, whose head office is located at: Tour Coupole - 2, place Jean Millier - 92078 Paris La Défense Cedex - France Listed in the RCS Nanterre Trade and Companies Register under No.542 051 180
Registry Agreement	means the agreement between the Registry and ICANN following execution by and between these parties;
Registry Reserved Name	means a Domain Name mentioned on the list contained in Attachment 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;
Registry Web Site	means the various pages and websites available under http://www.nic.TOTAL ;
Reserved Name	means a Domain Name mentioned on the list contained in Attachment 2 hereto, which will not be available for registration;
Shared Registry System	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 who meet the Eligibility Requirements;
Term	means the number of years for which a Domain Name is registered, as indicated by the Registrant in accordance with Article 15.1;
TLD	means Top Level Domain;
Trademark Claims Period	means the timeframe during which Trademark Claims Services for .TOTAL are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse described in the Applicant Guidebook on pages 290 and following relating to the Trademark Clearinghouse, according to which, i) notice is given to an candidate Registrant of the scope of the rights of one or more trademark holders who have 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 Domain Name registration corresponding to the rights of the one or more mark holders;
Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook;

Trademark Clearinghouse Operator	means the entity responsible for managing the Trademark Clearinghouse, as appointed by ICANN;
UDRP	means the Uniform Dispute Resolution policy, as adopted by ICANN and as described in http://www.icann.org/dndr/udrp/policy.htm ;
URS	means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in the Applicant Guidebook.

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 Article 2.6, second sentence of the Registry Agreement;
2. the rules under which a Domain Name Registration in the .TOTAL TLD may be challenged; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .TOTAL TLD and the preservation of the integrity of the Registry's or its Affiliate's trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
 - Registrants;
 - the Registry;
 - the Accredited Registrars;
 - any person or entity interested in obtaining a Domain Name.

2.2. 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 register a Domain Name and maintain a Domain Name Registration in the .TOTAL TLD, the 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 but – as the case may be – subject to ICANN's (deemed) consent.

3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry, its Affiliates or Licensees to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

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 a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular 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 (candidate) 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 TOTAL, EXCELLIUM, or any other brand registered by the Registry's or one of its Affiliates.

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.

3.5. The Registry shall verify from time to time whether each and every Domain Name Registration has actually been made by a party meeting the Eligibility Requirements in force at the time the request for such registration is made.

CHAPTER 2. The .TOTAL Launch Process

Article 4. Purpose and principles

4.1. This Policy contains the terms and conditions under which the Registry and Registrants who meet the Eligibility Requirements are provided with the opportunity to reserve, apply for, register and delegate Domain Names in the .TOTAL 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 Attachment 1 for its own use. The Registry may change such Attachment 1 at any point in time and at its sole discretion.

4.3. Each and every Domain Name Registration request must be submitted to the Registry's Shared Registration System through an Accredited Registrar, who acts on behalf of the Registrant, but for its own account.

4.4. However, the Registry will only allow 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; and
- the Domain Name is available.

4.5. Furthermore, if the Registry is informed of the fact that a third party holds an Eligible Trademark to a Domain Name through the Complaints Point of Contact, 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. Trademark Claims Period

After the delegation of the TLD to the Registry, Trademark Claims Services shall be provided as of the start of and throughout the "Claims Period" as notified by the Registry to ICANN.

CHAPTER 3. Domain Name Allocation

Article 6. 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 Attachment 1 hereto shall be registered and used.

Article 7. Domain Name Allocation for other Domain Names

In principle, the Registry shall effectuate Domain Name Registrations on a first-come, first-served basis, at its sole discretion, and subject to the terms and conditions laid down herein. This entails that, subject to whether or not a candidate Registrant meets the Eligibility Requirements, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Shared Registry System will result in a Domain Name Registration.

CHAPTER 4. Dispute Resolution Policies

Article 8. Disputes relating to registered Domain Names

8.1. Every Registrant acknowledges and accepts:

- that any proceedings concerning a Domain Name must be conducted before an ICANN-accredited Domain Name Dispute Resolution Service Provider in accordance with the UDRP, the Rules for UDRP and any relevant supplemental rules, and/or the Rules for URS and any relevant supplemental rules, as made available on the website of ICANN (www.icann.org); and
- to participate in good faith in any Domain Name dispute initiated by a third party complainant under the UDRP or URS against the Registrant in compliance therewith and with the Rules for UDRP and/or URS.

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

8.3. Any party may request the Complaints Point of Contact for further clarification or information with respect to a 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 a 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.

Article 9. Eligibility Reconsideration Proceedings

9.1. 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, according to the information contained in the Shared Registry System, the Registrant of a Domain Name did not or does not longer meet the Eligibility Requirements, the Registry will notify the Registrant of such failure to meet the Eligibility Requirements.

9.2. 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.

9.3. 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.

9.4. No (candidate) 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 10. Domain Name Syntax Requirements; Reserved Names; Registry Reserved Names

10.1. Every Domain Name in the .TOTAL TLD 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.

10.2. 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.

10.3. Domain Names that are identical to Reserved Names will be unavailable at the time of delegation of the .TOTAL 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).

10.4. 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 (candidate) Registrant will obtain such consents before actually registering, delegating and using these Domain Names.

Article 11. Term of Registration

11.1. When registering a Domain Name, the (candidate) 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 calendar day of the month within which the Domain Name was registered.

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

11.3. 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 12. Amendments

12.1. 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 and/or Registrants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

Article 13. Liability

13.1. 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, including an ICANN-accredited Dispute Resolution Services Provider, as well as the consequences of those decisions.

13.2. 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 to the Accredited Registrar or reseller). The (candidate) Registrant 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 a Registrant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

13.3. Any Registrant 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 registration and/or use of the Domain Name by such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

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

Article 14. Representations and Warranties

14.1. Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the 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 contained in such request in violation of any applicable laws or regulations, including third party interests, throughout the term of such Domain Name Registration; 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.

14.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the (candidate) Registrant 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 (candidate) Registrant; 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 TOTAL, EXCELLIUM, or any other brand registered by the Registry or its Affiliates, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of the Registry's Affiliates.

14.3. The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name 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 .TOTAL 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.

14.4. 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 15. Payment of Applicable Fees Due

If payment is required, the Registry shall only be obliged to accept a 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 Registrant.

Payment of any fees due, for which the (candidate) 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 16. 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 17. 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 18. 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 19. 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 20. Language

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

Article 21. Applicable Law; Jurisdiction

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

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 Paris, 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 Paris.

CHAPTER 6. Attachments

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

Attachment 1: Registry Reserved Names

Article 1. General list of Registry Reserved Names

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

1. HOME.TOTAL
2. WWW.TOTAL
3. NIC.TOTAL
4. IRIS.TOTAL
5. WHOIS.TOTAL
6. NET.TOTAL
7. INFRA.TOTAL

Article 2. Country and Territory Names and short forms

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

Article 3. Other categories of Registry Reserved Names

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

- Names that are directly or indirectly related to the day-to-day activities of the Registry or any of its Affiliates or Licensees;
- Names relating to affiliates, departments and subsidiaries of the Registry;
- Names of geographic locations where Registry and/or its Affiliate(s) or Licensee(s) are active or planning to be active.

Attachment 2: Reserved Names

Article 1. Reservation of the label “EXAMPLE” and withheld domain names

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

Names of the Intergovernmental Organisations protected upon Article 6ter(1)(b) of the Paris Convention and/or accredited by the United Nations Economic and Social Council will be withheld from registration. Furthermore, Domain Names that have been earmarked by ICANN as “not available for registration” or with a similar status cannot be registered, unless ICANN has consented to making these labels available or an agreement to the contrary has been entered into between the Registry and ICANN.

Article 2. Categories of Reserved Names

At its own discretion, the Registry may reserve domain names at the second level and at all other levels within .TOTAL at which registration are made, including, in particular, defamatory names or names that could harm the reputation of the brands and trademarks of the Registry, its Affiliates and/or Licensees.

Attachment 3: Eligibility Requirements and Criteria

Article 1. Definitions

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

Article 2. Eligible Registrants

The .TOTAL TLD is a brand-TLD, as contemplated by Specification 13 of the Registry Agreement entered into by and between the Registry and ICANN.

Subject to restrictions that are imposed by Registry from time to time, only the Registry and its Affiliates shall be entitled to be the Registrant for one or more Domain Names in the .TOTAL TLD. The Registry shall, however, be entitled to enlarge the scope of this Article at any point in time, subject to publishing the revised version of these Policies on the Registry Web Site.

This eligibility restriction will also apply to any transfer or suspension of a Domain Name following a decision taken under the UDRP, the URS or any other dispute resolution procedure; in other words, the complainant under such procedures cannot or will not be entitled to request the transfer of a Domain Name in the .TOTAL TLD insofar and to the extent he or she does not meet these eligibility requirements.

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.