.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

UBN Internet Ltda. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .uol TLD (the "Registry Agreement"), hereby applies for .uol 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 ▮▮▮▮▮▮▮▮▮▮▮▮▮▮

Submitted by: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮
Position: _Project Manager_____
Dated: _2014 November 18_____
Email: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮___

Exhibit A

Trademark Registration

As described in .uol application, UBN Internet Ltda. Is owned and controlled by Universo Online S/A, holder of "UOL" Trademark, which has been deposited in 1997 and granted in 1999 in the Brazilian jurisdiction, its main place of business. UOL Internet properties currently receive 50 million unique visitors per month.

Figure 1 – Trademark usage in its main website (www.uol.com.br)

Figure 2 – UOL Brazilian Trademark

REPÚBLICA FEDERATIVA DO BRASIL
Ministério do Desenvolvimento, Indústria e Comércio Exterior
Instituto Nacional da Propriedade Industrial.

Certificado de Registro de Marca No. 819851434

UOL

O Instituto Nacional da Propriedade Industrial, para garantia da propriedade e do uso exclusivo , certifica que , nos termos das normas legais e regularmente em vigor , efetuou a PRORROGAÇÃO do registro da marca acima reproduzida, mediante as seguintes características e condições :

* 2o.DECÊNIO *

Especificação dos Produtos/Serviços :
Serviços de comunicação, publicidade e propaganda.
Classe Produtos/Serviços : 38.10

Observações : **Marca Nominativa.**

Registro Anterior: Número 819851434

Prazo de Validade: 10(dez) anos a partir de 13/10/2009

Data da Concessão : 13/10/1999

Titular : UNIVERSO ONLINE S/A

CGC/CPF/No. INPI : 01109184000195

Endereço : **Av. Brig. Faria Lima, 1384 - 6º Andar - Jardim Paulistano São Paulo SP**
CEP : 01451-001 - SP - BR

Rio de Janeiro, 3 de agosto de 2010.

Diretor de Marcas

TLD Registration Polices

.uol Registration Policies
2014 August 08

UBN Internet Ltda. [UOL], the registry for .uol domains, requires all registrants to abide by the policies detailed below or any successor policy published at http://nic.uol

1.   Eligibility Policy

Only UOL, its Affiliates, following the Affiliate definition from the .uol registry agreement (http://www.icann.org/en/about/agreements/registries/uol) or Trademark Licensees are eligible to register a .UOL domain. Registry verifies eligibility checking Tax Payer ID of registrant organization against a pre-populated table at back-end registry service provider; if an eligible registrant is unable to register a domain due to lack of eligibility provisioning a support case must be filed with registrar that will relay the problem to UOL and its back-end registry service provider attention.

2.   Registration Data (WHOIS) Policy

Registration data shall always be real and valid information of the organization that registered a .uol domain. Registration data will be verified off-line prior to activating a domain registration in the DNS (Domain Name System). If requested by UOL the registrant shall provide certified documents and or updated data in order to maintain WHOIS accuracy. Failing to provide timely responses for documents or data update requests can cause suspension (defined as the removal of domain publication within the DNS system) or cancelation of the domain.

Registration implies agreeing with legally binding responsibilities for the domain; such responsibilities cannot be transferred to a third party without transferring the domain itself and such transaction reflected in the WHOIS data. WHOIS privacy or proxy services are not allowed and not recognized; domains registered in the name of an organization will be considered to belong to such person or organization.

3.   Usage of .uol domains

The registrant agrees to use the .uol domain being registered or renewed only for lawful and non-abusive purposes.
UOL defines abuse as the bad, wrongful or excessive use of privileges or power including but not limited to:

- Botnet command and control (a command and control infrastructure to manage a group of infected computers that receives orders from unauthorized users(s) through the network)
- Child entrapment or abuse
- Distribution of child pornography
- Deployment of circular references within the Domain Name System (DNS) using resources of UOL, NIC.br and/or other Top Level Domains (TLDs)
- Fast flux hosting (rapidly changing DNS records in order to prevent detection or mitigation of an abuse)
- Phishing (unsolicited communication or Web page that poses as being from a known institution to trick users into disclosing personal, privileged or financial data)
- Sending unsolicited bulk messages thru electronic mail, forums, instant messaging, mobile messaging, social networks or comment boxes
- Theft of any online service
- Unlawful or fraudulent actions
- Willful distribution of malware (any kind of software that executes malicious action on a computer system, like virus, worms, bots, trojan horses and root kits)

4.Domain Transfer and Cancellation Policy

All .uol domains won't accept change of ownership or cancellation without authorization from proper UOL corporate officials to prevent abusive transfer and/or cancellation. An organization that loses eligibility to a .uol domain is subject to termination of DNS publication for the domain and or cancellation of the domain, no matter the domain expiration date.

5. Glue Records Policy

Host records won't be allowed outside of domain objects. Glue records are only allowed as domain attributes and only allowed to be in-zone glue records (i.e, ns.example.uol for a example.uol domain) - When a domain is removed from publication all of its glue records are also removed, so no orphan glue records can exist.

When a domain is registered the supplied DNS servers are tested to validate proper authoritative response; the registration transaction requires previous DNS configuration. This prevents amplification attacks that could arise by setting DNS glue records to victim IP addresses.

If an IP address used to be a DNS server moves to a new delegated organization there might be undesirable traffic towards that address. Take action notices for

such glue records, even they are not orphaned, will be accepted from the RIR(Regional Internet Registry) registered WHOIS contact for that address space.

As only in-zone non-orphan glue records are allowed, any evidence of a glue record being part of malicious conduct will be considered as malicious conduct of the domain it belongs to and will subject such a domain to anti-abuse or take action policies.

6.   Abuse Handling Policy

Abuse detection response will be available by the e-mail box ▮▮▮▮▮▮▮ to receive abuse complaints. All abuse complaints will be considered to be possible breaches of contract and evaluated by UOL legal department.

Target service-level for abuse and take action complaints is to set a course of action within one week for all complaints. Abuse and take action complaints from law enforcement will be given priority and skip queues.

 For each abuse case one or more of these actions might apply:

• Remove DNS publication of the domain in cases where domain appears as only being used to exploit phishing, malware, bonnet command and control, fast-flux hosting, DNS circular references, child pornography distribution, child abuse and entrapment
• Notice of abusive case to registrant;
• Notice of abusive case to registrar;
• Notice of abusive case to hosting provider(s);
• Notice of abusive case to appropriate computer incident response team ;
• Notice of abusive case to appropriate law enforcement authorities.

Preemptive measures like removing DNS publication will only be done to prevent further damages to the Internet community or endangered individuals and will have collateral damages of such actions assessed prior to reaching such a decision.

7. Rights Protection Policy

.uol registrations need to be approved off-line prior to a domain registration being activated in the DNS . This allows UOL legal department to validate both that to the best of UOL' s knowledge the domain does not violate rights that are recognized in the Brazilian jurisdiction (Brazil currently enforces Berne Convention, Nairobi Treaty, Paris Convention, Patent Cooperation Treaty, Phonograms Convention, Rome Convention, Strasbourg Agreement, UPOV Convention and WIPO Convention - TRIPS). At a minimum well known marks that have notoriety will be

taken into account while analyzing the registration request, but UOL reserves the right to further search available marks databases.