**Attachment 2**

**.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

Visa Worldwide Pte. Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .VISA TLD (the "Registry Agreement"), hereby applies for .VISA TLD to be qualified by ICANN as a .Brand TLD. Registry Operator is an indirect wholly-owned subsidiary of Visa International Service Association ("Parent"), the registered owner of the VISA trademark.

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 of its Parent attached hereto as <u>Exhibit A</u> and the registration policies attached hereto as <u>Exhibit B</u> 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 provided with, this application.


Registry Operator acknowledges and agrees that the final, fully executed signed version of the negotiated Registry Agreement, including Specification 13 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 ███████████████

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|---|---|
| Submitted by: | ██████████ |
| Position: | Associate General Counsel, Trademarks |
| Dated: | 8/28/14 |
| Email: | ████████████████ |

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,803,570

## United States Patent and Trademark Office

Registered Jan. 6, 2004

## SERVICE MARK
## PRINCIPAL REGISTER

# VISA

VISA INTERNATIONAL SERVICE ASSOCIATION (DELAWARE CORPORATION)
900 METRO CENTER BOULEVARD
FOSTER CITY, CA 94404

FOR: BROAD BASED FINANCIAL SERVICES, NAMELY, BANKING, BILL PAYMENT AND PRESENTMENT SERVICES, CREDIT CARD SERVICES, DEBIT CARD SERVICES, CHARGE CARD SERVICES, PRE-PAID CARD SERVICES OFFERED THROUGH CARDS WITH STORED VALUE, ELECTRONIC CREDIT AND DEBIT TRANSACTIONS, CASH DISBURSEMENT, CASH REPLACEMENT RENDERED BY CREDIT CARD AND DEBIT CARDS, ELECTRONIC CASH TRANSACTIONS, CHECK VERIFICATION, CHECK CASHING, DEPOSIT ACCESS AND AUTOMATED TELLER MACHINE SERVICES, POINT OF SALE AND POINT OF TRANSACTION SERVICES, TRANSACTION AUTHORIZATION AND SETTLEMENT SERVICES, ELECTRONIC PAYMENT PROCESSING SERVICES, CREDIT CARD AND DEBIT CARD VERIFICATION, PAYMENT TRANSACTION AUTHENTICATION AND VERIFICATION SERVICES, FACILITATING PERSON-TO-PERSON PAYMENT SERVICES THROUGH ELECTRONIC MEANS VIA A GLOBAL COMPUTER NETWORK; VALUE EXCHANGE SERVICES, NAMELY, SECURE ELECTRONIC CASH TRANSACTIONS AND ELECTRONIC CASH TRANSMISSIONS, OVER PUBLIC COMPUTER NETWORKS TO FACILITATE ELECTRONIC COMMERCE; ELECTRONIC FUNDS TRANSFER,

STORED VALUE SMART CARD SERVICES AND ELECTRONIC CASH SERVICES, NAMELY, CURRENCY EXCHANGE IN A SECURE ENVIRONMENT OVER GLOBAL ELECTRONIC COMMUNICATIONS NETWORKS, PROVIDING FINANCIAL INFORMATION, NAMELY CREDIT AND DEBIT CARD DATA AND REPORTS, TRAVEL INSURANCE UNDERWRITING SERVICES, FINANCIAL RECORDS MANAGEMENT, ELECTRONIC FUNDS TRANSFER AND CURRENCY EXCHANGE SERVICES, FINANCIAL ASSESSMENT AND RISK MANAGEMENT SERVICES FOR OTHERS IN THE FIELD OF CONSUMER CREDIT; CREDIT MANAGEMENT SERVICES, DISSEMINATION OF FINANCIAL INFORMATION VIA A GLOBAL COMPUTER NETWORK, FINANCIAL INFORMATION RENDERED BY COMPUTER BY MEANS OF A SECURE INFORMATION COMPUTER NETWORK AND ADVISORY SERVICES REGARDING ALL OF THE FOREGOING SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-26-1976; IN COMMERCE 7-26-1976.

OWNER OF U.S. REG. NOS. 1,071,114, 1,922,417, AND OTHERS.

SN 78-100,284, FILED 12-28-2001.

ANDREA K. NADELMAN, EXAMINING ATTORNEY

**.VISA TLD REGISTRATION POLICY**

**1. DOMAIN NAME LICENCES**
Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for a specified period in accordance with the Registry Rules. Domain Names may be registered and renewed for 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 years.

**2. SELECTION OF REGISTRARS**
Registrars eligible to register domain names, with a maximum of 3 Registrars chosen by the Registry, must meet the following criteria:
    2.1 be an accredited ICANN Registrar;
    2.2 demonstrate a level of understanding of the Domain Name registration policies of the Registry;
    2.3 have experience managing the Domain Names of major corporations;
    2.4 have proven tools for domain name portfolio management;
    2.5 have business processes to perform automated validation (and any additional checks as required by the Registry) of the eligibility of the domain name for registration according to the Domain Name policies of Visa;
    2.6 demonstrate a sufficient level of security to protect against unauthorized access to the Domain Name records;
    2.7 have experience and appropriate resources in managing abuse prevention, mitigation and responses;
    2.8 provide multi-language support for the registration of IDNs (if offered);
    2.9 comply with any re-validation of its Registry-Registrar agreement at a regular interval as determined by the Registry or as required by ICANN from time to time;
    2.10 meet applicable technical requirements of Visa; and
    2.11 comply with all conditions, dependencies, policies and other requirements reasonably imposed by Visa, including maintenance of suitable systems and applications that are capable of interacting with the Registry system.

**3. ELIGIBILITY**
The .visa string is a ".Brand TLD" as defined under the ICANN Registry Agreement, Specification 13. Therefore, only the Registry, its Affiliates, or Trademark Licensees are eligible to register Domain Names under the **.VISA** TLD and control the DNS records associated with domain names at any level in the TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the license to use the Domain Name immediately, without notice.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules. Registrant eligibility is granted at Visa's sole discretion.

The registration of Domain Names will be centralized and managed only through the exclusive Registrar(s) selected by the Registry.

**4. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**
An application for Domain Name registration must meet all the following criteria:
    4.1 the Domain Name is not already registered;
    4.2 the Domain Name is not reserved or blocked by the Registry;
    4.3 the Domain Name consists of a minimum of 3 and a maximum of 63 characters (after its conversion into ASCII for IDNs);
    4.4 At this stage, Visa does not intend to use IDNs at the second level. However, as the.visa gTLD evolves, Visa may use IDNs within the .visa domain space in the future. In the event of such use, the relevant IDN tables will be provided in accordance with ICANN/IANA procedures prior to implementation of IDNs;
    4.5 any additional technical requirements as required by the Registry from time to time; and
    4.6 compliance with all requirements under the Registry Rules.

## 5. OBLIGATION OF REGISTRANTS

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registrar agreement and Registry Rules, which may be amended from time to time.

The Registrant must also agree to be bound by the minimum requirements in the 2013 ICANN Registrar Accreditation Agreement, as may be amended from time to time ("2013 ICANN RAA") https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en.

The Registrant must represent and warrant that:

5.1 it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;

5.2 the registration, renewal, and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;

5.3 the registration and use of the Domain Name is made in good faith and for a lawful purpose;

5.4 if the use of registered Domain Name is licensed to a third party:

5.4.1 the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules; and

5.4.2 where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, the Registry may revoke the Domain Name at its sole discretion

5.5 it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and

5.6 it has consented to, or has obtained the appropriate licenses to allow for publication of registration data in the WHOIS database.

## 6. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with the 2013 ICANN RAA, including but not limited to the following:

6.1 full name of a company or organization (or full name of the Registrant if the Registrant is a natural person);

6.2 principal place of business or registered office (or physical address of the Registrant if the Registrant is a natural person); and

6.3 contact details of the Registrant including current e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be immediately notified to the Registrar, and no later than one (1) month of such change. If any inaccurate data is found, the Registry may cancel or suspend the license to use the Domain Name, at its sole discretion

## 7. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion under the following circumstances:

7.1 in the event the Registrant breaches any Registry Rules;

7.2 to comply with applicable law, court order, government rule, ICANN obligations, or under any dispute resolution processes;

7.3 where such Domain Name is used for any of the following prohibited activities ("Prohibited Activities"):

7.3.1 spamming;

7.3.2 intellectual property and privacy violations;

7.3.3 obscene speech or materials;

7.3.4 defamatory or abusive language;

7.3.5 forging headers, return addresses and internet protocol addresses;

7.3.6 illegal or unauthorized access to other computers or networks;

7.3.7 distribution of internet viruses, worms, Trojan horses or other destructive activities; and

7.3.8 any other illegal or prohibited activities as determined by the Registry at it sole discretion

7.4 in order to protect the integrity and stability of the domain name system and the Registry;

7.5 to avoid any liability, civil or criminal, on the Registry's part as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors;

7.6 to correct mistakes made by the Registry or any Registrar or any of its service providers in connection with an application for a domain name;

7.7 where such Domain Name is placed under the ICANN Reserved Names list as defined in the Registry Agreement, at any time;

7.8 if at any time the Registry deems, at its sole discretion, that the Registrant no longer meets the requirements under this Registration Policy; or

7.9 where Registrant fails to make any required payment to the Registrar for registration, renewal or any other relevant services

## 8.  USE OF SECOND OR THIRD LEVEL IDNS

As applicable, in addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

8.1 comply with any additional registration policy on IDNs for each language;

8.2 meet all technical requirements for the applicable IDN;

8.3 comply with the IDN tables used by the Registry as may be amended from time to time; and

8.4 meet any other additional technical requirements as required by the Registry.

## 9.  USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with the Registry Agreement.  Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names.

## 10.  RESERVED NAMES

The Registry may place certain names on its reserved list from time to time where:

10.1 the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;

10.2 it is in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;

10.3 there is a risk of intellectual property infringement, including trademark infringement, or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or

10.4 the Registry in its sole discretion decides certain names to be reserved for any reason.

## 11.  ALLOCATION OF DOMAIN NAMES

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules.  The Registry does not provide pre-registration or reservation of Domain Names.

## 12.  PROTECTION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

The Registry will implement all rights protection measures as required by ICANN in the Registry Agreement, including the use of the Uniform Rapid Suspension (URS) procedure and Uniform Domain Name Dispute Resolution Policy (UDRP).

## 13.  TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a license to use the Domain Name for the registration period.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

<u>Cancellation of registration:</u>
The Registrant may cancel a Domain Name registration at any time by submitting its request in writing to the Registrar.

## 14. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS
Any transfer of a Domain Name between Registrants must be approved in writing by the Registry through the Registrar and meet all requirements within the Registry Rules.

## 15. PRIVACY AND DATA PROTECTION
By registering a Domain Name, the Registrant consents to, and authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry, including, but not limited to, its internal use, communication with the Registrant or the Registrar, and provision of a WHOIS look-up facility.

The Registry may only transfer the data to third parties:
>  15.1 with the Registrant's consent;
>  15.2 in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
>  15.3 for a publicly available and searchable WHOIS look-up facility, in accordance with the Registry Agreement.

## 16. Pricing / Payment
The Registry does not currently charge a separate fee for the Registrar to register Domain Names.  In the event fees are charged, the Registry will provide Registrars with 30 days notice of any price change for new registrations and 180 days-notice of any price change for renewals in accordance with the Registry Agreement.

## 17. WHOIS
The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), registrant, administrative and technical contacts can be found, in accordance with the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:
>  17.1 the WHOIS database is provided for informational purposes only; and
>  17.2 the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to Registrants.

## 18. DISPUTE RESOLUTION
The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

## 19. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES
The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN, from time to time.

## 20. AMENDMENTS TO THE POLICY
The Registry may modify this Policy from time to time at its sole discretion. Any modifications or amendments to this Policy shall be effective upon posting on the .VISA Registry website and giving thirty (30) days prior written notice to all .VISA accredited Registrars.


**DEFINITIONS**

**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.

**Domain Name** means a domain name registered directly under the .VISA TLD or for which a request or application for registration under the .VISA TLD has been filed with the Registry.

**ICANN's Dispute Policy** means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy ("UDRP") issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number ("ICANN") and the Uniform Rapid Suspension ("URS").

**Registrar** means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants.

**Registry** means Visa Worldwide Pte. Limited, an indirect wholly-owned subsidiary of Visa International Service Association, which in turn is a wholly-owned subsidiary of Visa Inc. (Visa Inc. and its subsidiaries and affiliates may be collectively referred to as "Visa" or "VISA").

**Registry Agreement** means the agreement between the Registry and ICANN.

**Registry Rules** mean:
    (i) This Registration Policy, including the terms and conditions agreed by and between the Registry and Registrant for registration of a Domain Name; and
    (ii) Registration policies, rules, and regulations provided and as may be amended by the Registry from time to time.
**Registrant** means a natural person, company, or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.