

Attachment 3

.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

Vistaprint Limited ("Registry Operator"), in connection with the execution of the Registry Agreement for the .vistaprint TLD (the "Registry Agreement"), hereby applies for .vistaprint 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]

Submitted by: [REDACTED]

Position:

Senior Vice President & General Counsel

Dated:

7/22/2014

Email:

[REDACTED]



Commonwealth
of Australia

Certificate of registration of trade mark

No. 888548

Trade Marks Act 1995

I, **PETER TUCKER**, Registrar of Trade Marks. hereby certify -

that the trade mark represented on this certificate has been registered as a Trade Mark, No. 888548 in the Register of Trade Marks for a period of ten years commencing **7 September 2001** and that **VistaPrint.com, Incorporated a Delaware corporation of 204 Second Avenue, Waltham, Massachusetts, 02451, UNITED STATES OF AMERICA** has been entered in the Register of Trade Marks as the owner of the trade mark.

The trade mark is registered for the following goods and/or services:

Paper products including copy, writing and printing paper; stationery; greeting cards; labels; business forms; checks and business cards being goods in class 16

Custom printing services being services in class 42

THE SCHEDULE

VISTAPRINT



*Given under my hand and the seal of the
Trade Marks Office on 10 September 2002*

PETER TUCKER



BENELUX-MERKENBUREAU

BEWIJS VAN INSCHRIJVING

01 Inschrijvingsnummer

0716157

Nummer en dagtekening (dag en uur) van het depot

0996446

05.09.2001 , 24.00

02 Vervaldatum

05.09.2011

03 Naam van de deposant

VistaPrint.com, Inc., Delaware corporation

04 Adres (straat en nummer) van de deposant

204 Second Avenue

05 Postcode, plaats en land van de deposant

Waltham 02451, Massachusetts,

Verenigde Staten van Amerika.

06 Naam en adres van de gemachtigde of vermelding van het correspondentie-adres van de deposant

Novagraaf Nederland B.V.

Hogehilweg 3

1101 CA Amsterdam-Zuidoost,

Nederland.

08 Woordmerk

VISTAPRINT

13 Klasse-aanduiding en opgave van de waren en diensten

Kl 16 Papier, karton en hieruit vervaardigde producten, voor zover niet begrepen in andere klassen; drukwerken; boekbinderswaren; foto's; schrijfbehoeften; kleefstoffen voor kantoorgebruik of voor de huishouding; materiaal voor kunstenaars; penselen; schrijfmachines en kantoorartikelen (uitgezonderd meubelen); leermiddelen en onderwijsmateriaal (uitgezonderd toestellen); plastic materialen voor verpakking, voor zover niet begrepen in andere klassen; speelkaarten; drukletters; clichés; wenskaarten; etiketten, niet van textiel; zakelijke formulieren; cheques; visitekaartjes.

Kl 42 Drukkerij naar de specifieke wensen van de klant; advisering en informatie inzake voornoemde diensten.

14 Klasse-opsomming (00 = tot en met)

16 42

Publicatiedatum van de inschrijving

02/2003

Kenmerken van de deposant of de gemachtigde

VB/Q69999

Den Haag, 03/02/2003

Lucien Van Boxstael
Directeur



Certificado de Registro de Marca N° 824070550

VISTAPRINT

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 **CONCESSÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições :

1° DECÊNIO

NCL(7) : **16**

Produtos:

PRODUTOS DE PAPEL INCLUÍDOS NESTA CLASSE, INCLUINDO PAPEL DE IMPRESSÃO, ESCRITA E PARA CÓPIA; ARTIGOS DE PAPELARIA; CARTÕES DE SAUDAÇÃO; ETIQUETAS (EXCETO EM TECIDO); FORMULÁRIOS COMERCIAIS IMPRESSOS; CHEQUES E CARTÕES DE VISITA.

Apresentação : **Nominativa**

Natureza : **De Produto**

Restrição :

Depositado no Brasil sob o número: **824070550** na Data : **21/09/2001**

Prioridade Unionista Número : Data :

País :

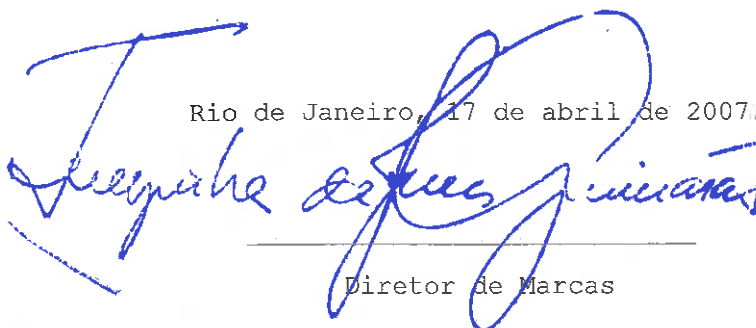
Data de Concessão : **17/04/2007**

Titular : **VISTAPRINT. COM, INCORPORATED**

CNPJ/CIC/N° INPI : **4852567**

Endereço : **204 SECOND AVENUE
WALTHAM, MASSACHUSETTS 02451
US**

Rio de Janeiro, 17 de abril de 2007.


Diretor de Marcas



Certificado de Registro de Marca N° 824070542

VISTAPRINT

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 **CONCESSÃO** do registro acima reproduzido, com prazo de validade de 10 (dez) anos, a partir da data de concessão, mediante as seguintes características e condições :

1° DECÊNIO

NCL(7) : **42**

Serviços:

SERVIÇOS DE IMPRESSÃO SOB MEDIDA INCLUÍDOS NESTA CLASSE.

Apresentação : **Nominativa**

Natureza : **De Serviço**

Restrição :

Depositado no Brasil sob o número: **824070542** na Data : **21/09/2001**

Prioridade Unionista Número : Data :

País :

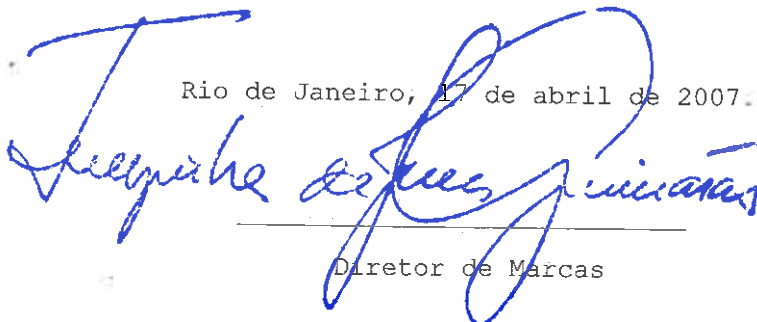
Data de Concessão : **17/04/2007**

Titular : **VISTAPRINT. COM, INCORPORATED**

CNPJ/CIC/N° INPI : **4852567**

Endereço : **204 SECOND AVENUE
WALTHAM, MASSACHUSETTS 02451
US**

Rio de Janeiro, 17 de abril de 2007.


Diretor de Marcas



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Marques de commerce

Certificat d'enregistrement

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement.

Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks

Certificate of Registration

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the Trade-marks Act, this trade-mark is subject to renewal every 15 years from the registration date.

VISTAPRINT

Numéro d'enregistrement
Registration Number

TMA594,608

Numéro de dossier
File Number

1115753

Registraire des marques de commerce
Registrar of Trade-marks

Date d'enregistrement
Registration Date

13 nov/Nov 2003

Canada

(CIPO 196)11-02





第 3007368 号



商标注册证

VISTAPRINT

核定使用商品(第 16 类)

复印纸; 写字纸; 打印纸; 文具; 贺卡; 非纺织品标签; 商业表格; 支票; 名片 (截止)

注册人 维斯它普林特股份有限公司
VISTAPRINT.COM, INCORPORATED

注册地址 美国, 马萨诸塞州, 沃坦姆, 第二大街 204 号
204 SECOND AVENUE, WALTHAM, MASSACHUSETTS 02451, U.S.A.

注册有效期限 自公元 2006 年 02 月 28 日至 2016 年 02 月 27 日止

局长签发

安青虎





ZC3007297 ZC

第 3007297 号



商标注册证

VISTAPRINT

"PRINT"放弃专用权

核定服务项目(第 42 类)

客户印刷服务(商品截止)

注册人 维斯它普林特股份有限公司
VISTAPRINT.COM, INCORPORATED

注册地址 美国,马萨诸塞州,沃坦姆,第二大街 204 号
204 SECOND AVENUE, WALTHAM, MASSACHUSETTS 02451, U.S.A.

注册有效期限 自公元 2003 年 09 月 07 日至 2013 年 09 月 06 日止

局长签发

安青虎





**OHIM – OFFICE FOR HARMONIZATION IN THE
INTERNAL MARKET
TRADE MARKS AND DESIGNS**

CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the
Community Trade Mark identified below. The
corresponding entries have been recorded in the
Register of Community Trade Marks.



**HABM – HARMONISIERUNGSAMT FÜR DEN
BINNENMARKT
MARKEN, MUSTER UND MODELLE**

EINTRAGUNGSRUNDE

Diese Eintragungsurkunde wird für die unten
eingetragene Gemeinschaftsmarke ausgestellt. Die
betreffenden Angaben sind in das Register für
Gemeinschaftsmarken eingetragen worden.

Registered / Eingetragen 22/11/2009

No 008248619


Vistaprint

The President / Der Präsident



Wubbo de Boer



OHMI - OFFICE DE L'HARMONISATION DANS LE MARCHÉ INTÉRIEUR

OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

MARQUES,
DESSINS
ET MODÈLES

TRADE MARKS
AND
DESIGNS

CERTIFICAT D'ENREGISTREMENT

Le présent certificat d'enregistrement est délivré pour la marque communautaire identifiée ci-dessous. Les mentions et les renseignements qui s'y rapportent ont été inscrits au registre des marques communautaires.

CERTIFICATE OF REGISTRATION

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

N° 002013225

VistaPrint

Enregistrée/Registered, 04/03/2002

Le Président/The President



ERNEST GUTMANN – YVES PLASSERAUD
SAS
3 rue Auber
75009 PARIS

Date de la déclaration de renouvellement : 23 SEPTEMBRE 2009

Déclarant : VISTAPRINT LIMITED, Société régie par les lois des Bermudes, Canon's Court 22 Victoria Street, HAMILTON HM 12, BERMUDES

N° d'inscription de l'acte de transmission de propriété au Registre National des Marques : 303 021 - 506 058 - 506 059 - 506 061

Mandataire ou destinataire de la correspondance
ERNEST GUTMANN – YVES PLASSERAUD, SAS, 3 rue Auber, 75009 PARIS.

Enregistrement concerné

N° national ou N° d'enregistrement : 99 811 457

Marque française

Signe concerné : VISTAPRINT

Date du dépôt : 10 SEPTEMBRE 1999

N° du bulletin dans lequel l'enregistrement ou le dernier renouvellement a été publié : 00/13

Portée du renouvellement

Renouvellement effectué pour l'intégralité des produits et services de l'enregistrement concerné

Classes de produits et de services : 9, 16, 35, 40, 42.



सत्यमेव जयते

भारत सरकार



बौद्धिक सम्पदा, भारत
Intellectual Property, India



GOVERNMENT OF INDIA

व्यापार चिन्ह रजिस्ट्री
TRADE MARKS REGISTRY

क्रमांक
No. 502141

व्यापार चिन्ह अधिनियम, 1999
TRADE MARKS ACT, 1999

व्यापार चिन्ह के रजिस्ट्रीकरण का प्रमाणपत्र, धारा 23 (2) नियम 62 (I)
Certificate of Registration of Trade Mark, Section 23 (2), Rule 62 (I)

व्यापार चिन्ह संख्या/ Trade Mark No. 1046529

दिनांक/ Date 21-09-2001

ज.संख्या/ J.No. 1327(S-IV)

यह प्रमाणित किया जाता है कि जिस प्रकार चिन्ह की समाकृति इसके साथ संलग्न है, वह
के बारे में दिनांक नाम से रजिस्ट्रीकृत हो चुका है।

Certified that the Trade Mark / a representation is annexed hereto, has been registered in the name(s) of
VISTAPRINT.COM, INCORPORATED (A CORPORATION ORGANISED AND EXISTING UNDER THE LAWS OF THE STATE
OF DELAWARE, U.S.A.) 204 SECOND AVENUE, WALTHAM, MASSACHUSETTS 02451, UNITED STATES OF AMERICA.
MANUFACTURERS AND MERCHANTS.

In Class 16 Under No. 1046529 as of the Date 21-Sep-2001 in respect of
PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED
MATTER; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD
PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE);
INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT
INCLUDED IN OTHER CLASSES); PLAYING CARDS; PRINTERS' TYPE; PRINTING BLOCKS.



VISTAPRINT

मेरे निदेश पर आज MUMBAI के मास के वे दिन को इस पर मुद्रा लगायी गई।

Sealed at my direction, this December 30, day of 2005

व्यापार चिन्ह रजिस्ट्री, मुम्बई।
Trade Marks Registry, Mumbai

व्यापार चिन्ह रजिस्ट्रार
Registrar of Trade Marks



बौद्धिक सम्पदा, भारत
Intellectual Property, India

भारत सरकार

GOVERNMENT OF INDIA

व्यापार चिन्ह रजिस्ट्री

TRADE MARKS REGISTRY

क्रमांक
No. 490577

व्यापार चिन्ह अधिनियम, 1999
TRADE MARKS ACT, 1999

व्यापार चिन्ह के रजिस्ट्रीकरण का प्रमाणपत्र, धारा 23 (2) नियम 62 (I)
Certificate of Registration of Trade Mark, Section 23 (2), Rule 62 (I)

व्यापार चिन्ह संख्या/ Trade Mark No. 1236798 दिनांक/ Date 15-09-2003 ज.संख्या/ J.No. 1328(S-V)

यह प्रमाणित किया जाता है कि जिस प्रकार चिन्ह की समाकृति इसके साथ संलग्न है, वह
के बारे में दिनांक नाम से रजिस्ट्रीकृत हो चुका है।

Certified that the Trade Mark / a representation is annexed hereto, has been registered in the name(s) of
VISTAPRINT LIMITED (A CORPORATION ORGANISED AND EXISTING UNDER THE LAWS OF BERMUDA). CEDAR
HOUSE, 41 CEDAR AVENUE, HAMILTON HM12, BERMUDA. SERVICE PROVIDERS.

In Class 42 Under No. 1236798 as of the Date 15-Sep-2003 in respect of
CUSTOM PRINTING SERVICES.



VISTAPRINT

मेरे निदेश पर आज के मास के वे दिन को इस पर मुद्रा लगायी गई।

Sealed at my direction, this December 17, day of 2005

व्यापार चिन्ह रजिस्ट्री, मुम्बई।
Trade Marks Registry, Mumbai

व्यापार चिन्ह रजिस्ट्रार
Registrar of Trade Marks

रजिस्ट्रीकरण आवेदन की तारीख से 10 वर्ष के लिए है और तदुपरान्त वह 10 वर्ष की कालावधि के लिए और प्रत्येक 10 वर्ष की कालावधि के अवसान पर भी नवीनीकृत किया जा सकेगा।
Registration is for 10 years from the date of application and may then be renewed for a period of 10 years and also at the expiration of each period of 10 years.
यह प्रमाणपत्र विधि कार्यवाहियों में प्रयोग के लिये या विदेश में रजिस्ट्रीकरण अभिप्राप्त करने के लिये नहीं है।
This certificate is not for use in Legal proceedings or for obtaining Registration abroad.



פקודת סימני המסחר (נוסח חדש), תשל"ב -
Trade Marks Ordinance (New Version) 1972



תעודת רישום
CERTIFICATE OF REGISTRATION

This is to certify that the following
particulars have been recorded in the
Register of Trade Marks

זאת לתעודה כי הפרטים דלהלן נרשמו
בפנקס סימני המסחר

VISTAPRINT

Trade Mark No. 152121 מספר סימן

Application Date 11.09.2001 תאריך הגשה Class 16 סוג

Paper products including copy, writing
and printing paper; stationery;
greeting cards; labels, business forms;
checks and business cards; all included
in class 16.

מוצרים מנייר הכוללים נייר העתק, כתיבה
והדפסה; צרכי כתיבה; כרטיסי ברכה;
תוויות, טפסים עיסקיים; המחאות וכרטיסים
עיסקיים; כולם כלולים בסוג 16.

VistaPrint.com, Incorporated

(Delaware Corporation)
Waltham, Massachusetts, U.S.A.

Registration of this mark shall give no right to
the exclusive use of the word PRINT
separately, but in the combination of the mark.

רישום סימן זה לא יתן זכות לשימוש ייחודי במילה
PRINT בנפרד, אלא בהרכב הסימן.

Publication Date 30.08.2002
Entry in Register 03.12.2002

תאריך פרסום
נרשם בפנקס

תעודה זו, כשהיא מוטבעת בחותם הלשכה, הינה אישור כי הסימן נרשם בפנקס סימני המסחר.

This Certificate when impressed with the seal of the Office certifies that the mark has been recorded in the Register of Trade Marks

ישראל אקסלרד

פוסק קניין רוחני
HEARING OFFICER



פקודת סימני המסחר (נוסח חדש), תשל"ב -
Trade Marks Ordinance (New Version) 1972



תעודת רישום
CERTIFICATE OF REGISTRATION

This is to certify that the following
particulars have been recorded in the
Register of Trade Marks

זאת לתעודה כי הפרטים דלהלן נרשמו
בפנקס סימני המסחר

VISTAPRINT

Trade Mark No.

152122

מספר סימן

Application Date 11.09.2001 תאריך הגשה

Class 40 סוג

Custom printing services; included in
class 40.

שירותי הדפסה על פי הזמנה; הנכללים בסוג
40

VistaPrint.com, Incorporated

(Delaware Corporation)
Waltham, Massachusetts, U.S.A.

Registration of this mark shall give no right to
the exclusive use of the word PRINT
separately, but in the combination of the mark.

רישום סימן זה לא יתן זכות לשימוש ייחודי במילה
PRINT בנפרד, אלא בהרכב הסימן.

Publication Date 31.12.2002
Entry in Register 03.04.2003

תאריך פרסום
נרשם בפנקס

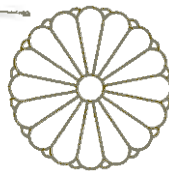
תעודה זו, כשהיא מוטבעת בחותם הלשכה, הינה אישור כי הסימן נרשם בפנקס סימני המסחר.

This Certificate when impressed with the seal of the Office certifies that the mark has been recorded in the Register of Trade Marks


ישראל אקסלרד

פוסק קניין רוחני
HEARING OFFICER

מ 4



商 標 登 録 証

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 4 6 9 7 2 1 0 号

(REGISTRATION NUMBER)

商標(THE MARK) (標準文字)

V I S T A P R I N T

指定商品又は指定役務並びに商品及び役務の区分(LIST OF GOODS AND SERVICES)

第 4 2 類 インターネットその他の電子計算機端末による通信を利用して顧客がデザイン選択・編集・データ確認・発注を行うことが可能な印刷，オフセット印刷，グラビア印刷，スクリーン印刷，石版印刷，凸版印刷，機械・装置若しくは器具（これらの部品を含む。）又はこれらにより構成される設備の設計，電子計算機・自動車その他その用途に応じた的確な操作をするためには高度の専門的な知識・技術又は経験を必要とする機械の性能・操作方法に関する紹介及び説明，印刷用機械器具の貸与，印刷物の企画及び編集

商標権者(OWNER OF THE TRADEMARK RIGHT)

アメリカ合衆国 マサチューセッツ 0 2 4 5 1 ウォルサム セカンド アベニュー 2 0 4

国籍 アメリカ合衆国

ビスタプリント・ドットコム・インコーポレーテッド

出願番号(APPLICATION NUMBER)

商願 2 0 0 1 - 0 8 7 0 9 3

出願年月日(FILING DATE)

平成 1 3 年 9 月 2 7 日 (September 27, 2001)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。

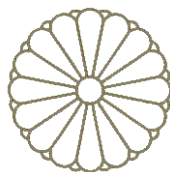
(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 1 5 年 8 月 1 日 (August 1, 2003)

特許庁長官(COMMISSIONER, JAPAN PATENT OFFICE)

今井康夫





商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 4 7 1 1 3 1 5 号

(REGISTRATION NUMBER)

商標(THE MARK)

VISTAPRINT

指定商品又は指定役務並びに商品及び役務の区分(LIST OF GOODS AND SERVICES)

第 1 6 類 紙製文房具

商標権者(OWNER OF THE TRADEMARK RIGHT)

アメリカ合衆国 マサチューセッツ 0 2 4 5 1 ウォルサム セカンド アベニ
ュー 2 0 4

国籍 アメリカ合衆国

ビスタプリント・ドットコム・インコーポレーテッド

出願番号(APPLICATION NUMBER)

商願 2 0 0 2 - 1 0 7 4 6 4

出願年月日(FILING DATE)

平成 1 3 年 9 月 2 7 日 (September 27, 2001)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。

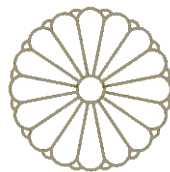
(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 1 5 年 9 月 1 9 日 (September 19, 2003)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

今井 康夫





商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 4 6 7 2 4 3 3 号

(REGISTRATION NUMBER)

商標 (THE MARK)

ビスタプリント

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第 4 2 類 インターネットその他の電子計算機端末による通信を利用して顧客が
デザイン選択・編集・データ確認・発注を行うことが可能な印刷，オ
フセット印刷，グラビア印刷，スクリーン印刷，石版印刷，凸版印刷，
その他別紙記載

商標権者 (OWNER OF THE TRADEMARK RIGHT)

アメリカ合衆国 マサチューセッツ 0 2 4 5 1 ウォルサム セカンド アベニ
ュー 2 0 4

国籍 アメリカ合衆国

ビスタプリント・ドットコム・インコーポレーテッド

出願番号 (APPLICATION NUMBER)

商願 2 0 0 1 - 0 8 7 0 9 4

出願年月日 (FILING DATE)

平成 1 3 年 9 月 2 7 日 (September 27, 2001)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。

(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 1 5 年 5 月 1 6 日 (May 16, 2003)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

太田 信一郎





상표 · 서비스표등록증

등 록 제 0007089 호

출원	번호	제 2001-0003569 호
출원	일	2001년 10월 10일
등록	일	2003년 03월 05일

상표 · 서비스권자 비스타프린트.컴, 인코포레이티드

미국 매사추세츠 02451 왈섬 세컨드 애비뉴 204

상표 · 서비스표를 사용할 상품 · 서비스업 및 구분

제 16 류 등 2 개류

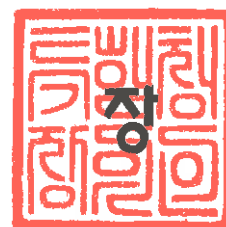
건출지등 29건

VISTAPRINT

위의 표장은 상표법에 의하여 상표 · 서비스표등록
원부에 등록되었음을 증명합니다.

2003년 03월 05일

특 허 청





**DIRECCION DIVISIONAL DE MARCAS
COORDINACION DEPARTAMENTAL DE CONSERVACION DE
DERECHOS.**

MARCA: 725172

Asunto: Se ha tomado debida nota del cambio de nombre del titular.

México, D.F. a 14 DE NOVIEMBRE DE 2011.

ROBERTO AROCHI ESCALANTE

AV. INSURGENTES SUR # 1605, PISO 20, EDIF. TORRE MURAL, COL. SAN JOSE INSURGENTES
03900 MEXICO, D.F.

En atención a su escrito presentado el día 10 DE OCTUBRE DE 2011, se le comunica que con esta fecha quedó inscrito mediante No. 62033/2011 el cambio del nombre del titular del registro No. 725172 para quedar como:

Vistaprint Limited

El suscrito firma el presente oficio con fundamento en lo dispuesto por los artículos 6º fracción III y 7º BIS 2 de la Ley de la Propiedad Industrial; artículos 1º, 3º fracción V, inciso b), subíndices i) y iv) primero y segundo guión respectivamente, 4º, 5º, 11 último párrafo y 13 fracciones I, II, III, IV, V, VI Y VII del Reglamento del Instituto Mexicano de la Propiedad Industrial; artículos 1º, 3º, 6º del a), b) c), d), e) y f), párrafos antepenúltimo, penúltimo y último del Acuerdo que delega facultades en los Directores Generales Adjuntos, Coordinador, Directores Divisionales, Titulares de Oficinas Regionales, Subdirectores Divisionales, Coordinadores Departamentales y otros Subalternos del Instituto Mexicano de la Propiedad Industrial; y artículos 1º, 3º, 4º, 5º fracción V, inciso b), subíndices i) y iv) primero y segundo guión respectivamente, 17 Fracciones I, II, III, IV, V, VI y VII, 28 y 31 del Estatuto Orgánico del Instituto Mexicano de la Propiedad Industrial. Ordenamientos Legales cuyas reformas, adiciones y modificaciones se encuentran vigentes a la fecha de emisión del presente oficio.

ATENTAMENTE

EL SUBDIRECTOR DIVISIONAL


JOSE ALBERTO MONJARAS OSORIO



TITULO DE REGISTRO DE MARCA

**Instituto
Mexicano
de la Propiedad
Industrial**



Titular VISTAPRINT.COM, INCORPORATED

Nacionalidad ESTADOUNIDENSE

Domicilio 204 SECOND AVENUE
WALTHAM, MASSACHUSETTS 02451 ESTADOS UNIDOS

Establecimiento 204 SECOND AVENUE
WALTHAM, MASSACHUSETTS 02451 ESTADOS UNIDOS

Marca 725173

Tipo de marca NOMINATIVA

Signo distintivo VISTAPRINT

Clase 42

Se aplica a

RESTUARACION (ALIMENTACION); ALOJAMIENTO TEMPORAL; CUIDADOS MEDICOS, DE HIGIENE Y DE BELLEZA; SERVICIOS VETERINARIOS Y DE AGRICULTURA; SERVICIOS JURIDICOS; INVESTIGACION CIENTIFICA E INDUSTRIAL; PROGRAMACION DE ORDENADORES; EN PARTICULAR, SERVICIOS DE IMPRESION A SOLICITUD DEL CLIENTE.

Expediente 510495

Fecha de presentación OCT 5, 2001

Hora 13:52

Fecha de inicio de uso AGO 15, 2000

Los efectos de este registro tienen una duración de diez años contados a partir de la fecha de presentación y el mismo es renovable de acuerdo a las disposiciones legales aplicables.

MEXICO, D.F. A 29 DE NOVIEMBRE DE 2001.

COORDINADORA DEPARTAMENTAL DE EXAMEN DE MARCAS B

Adela Cisneros Medina
LIC. ADELA CISNEROS MEDINA



20010301172



KONGERIKET NORGE
The Kingdom of Norway

Varemerkereg. nr.: 217973

Registered Trademark No.

Deres varemerkeregistrering er fornyet i henhold til varemerkeloven av 1. juli 2010 med de opplysningene som er angitt i den vedlagte utskriften.

This is to certify that in accordance with the Trademarks Act of July 1, 2010, the enclosed Trademark has been renewed at the Norwegian Industrial Property Office.

Fornyet til: 2023.02.27
Renewed until:

Per Foss

Per Foss

direktør

patent varemerke design
Patentstyret 

Fornyelsesbrev
Renewal Certificate

РОССИЙСКАЯ ФЕДЕРАЦИЯ



СВИДЕТЕЛЬСТВО

на товарный знак (знак обслуживания)

№ 242702

На основании Закона Российской Федерации "О товарных знаках, знаках обслуживания и наименованиях мест происхождения товаров", введенного в действие 17 октября 1992 года, Российским агентством по патентам и товарным знакам выдано настоящее свидетельство на товарный знак (знак обслуживания)

Правообладатель:

*ВистаПринт.ком, Инкорпорейтед, корпорация штата Делавэр
204 Секонд Авеню, Уолтэм, Массачусетс 02451,
Соединенные Штаты Америки (US)*

В отношении следующих товаров (услуг):

16 - бумага, картон и изделия из них, (см. на обороте)

по заявке № 2001727708, дата подачи 12.09.2001

Приоритет от 12.09.2001

Регистрация товарного знака действует на всей территории Российской Федерации до истечения 10 лет с 12 сентября 2001 г.

Зарегистрировано в Государственном Реестре товарных знаков и знаков обслуживания Российской Федерации

г. Москва 08 апреля 2003 г.

Генеральный Директор

А.Д. Корогодин





SINGAPORE
TRADE MARKS ACT
(CHAPTER 332)
CERTIFICATE ISSUED UNDER SECTION 15(5)

VISTAPRINT

TRADE MARK NO : T01/14536H

TO : VISTAPRINT.COM, INCORPORATED

I HEREBY CERTIFY that under the provisions of the Trade Marks Act 1998, your name has been entered in the Register as proprietor of the above numbered Trade Mark as from the 13th day of September, 2001 in Class 16 in respect of the following:

Paper products including copy, writing and printing paper; stationery; greeting cards; labels [in Class 16]; business forms; checks and business cards.

REGISTRAR OF TRADE MARKS
SINGAPORE

Ms Liew Woon Yin

Registrar



SINGAPORE
TRADE MARKS ACT
(CHAPTER 332)
CERTIFICATE ISSUED UNDER SECTION 15(5)

VISTAPRINT

TRADE MARK NO : T01/14537F

TO : VISTAPRINT.COM, INCORPORATED

I HEREBY CERTIFY that under the provisions of the Trade Marks Act 1998, your name has been entered in the Register as proprietor of the above numbered Trade Mark as from the 13th day of September, 2001 in Class 42 in respect of the following:

Custom printing services; artwork printing; commercial design services relating to printing; design of material for printing; design services relating to printing; preparation of colour proofs for the production of printing plates; consultancy, advisory and information services relating to the aforesaid services.

REGISTRAR OF TRADE MARKS
SINGAPORE

Ms Liew Woon Yin

Registrar

Johannesburg Office
Postal Address:
P.O. Box 781218, Sandton, 2146,
South Africa
Office Address: (For courier only)
DM Kisch House, Inanda Greens
Business Park, 54 Wierda Road West,
Wierda Valley, Johannesburg

Telephone: +27 11 324-3000
Facsimile: +27 11 884-8873

E-mail: @dmkisch.com
Website: www.dmkisch.com

Docex: DX17, Sandton Square



TRADE MARK INFORMATION SHEET

PROPRIETOR	:	VistaPrint.com, Incorporated A Delaware Corporation 204 Second Avenue Waltham, Massachusetts 02451 United States of America
COUNTRY	:	South Africa
APPLICATION NO.	:	2001/16186
FILING/APPLICATION DATE	:	14 September 2001
DATE ACCEPTED	:	10 December 2004
DATE ADVERTISED	:	23 February 2005
REGISTRATION NO.	:	2001/16186
DATE OF GRANT	:	23 June 2006
MARK	:	VISTAPRINT
CLASS	:	16: Paper products including copy, writing and printing paper; stationery; greeting cards; labels; business forms; checks and business cards.
LIMITATIONS	:	Associated with 2001/16188.
DURATION OF REGISTRATION	:	10 years from date of filing. May be renewed indefinitely on payment of a renewal fee every ten years.
NEXT RENEWAL DUE	:	14 September 2011

Johannesburg Office
Postal Address:
P.O. Box 781218, Sandton, 2146,
South Africa
Office Address: (For courier only)
DM Kisch House, Inanda Greens
Business Park, 54 Wierda Road West,
Wierda Valley, Johannesburg

Telephone: +27 11 324-3000
Facsimile: +27 11 884-8873

E-mail: @dmkisch.com
Website: www.dmkisch.com

Docex: DX17, Sandton Square



TRADE MARK INFORMATION SHEET

PROPRIETOR : VistaPrint.com, Incorporated
A Delaware Corporation
204 Second Avenue
Waltham, Massachusetts 02451
United States of America

COUNTRY : South Africa

APPLICATION NO. : 2001/16188

FILING/APPLICATION DATE : 14 September 2001

DATE ACCEPTED : 10 December 2004

DATE ADVERTISED : 23 February 2005

REGISTRATION NO. : 2001/16188

DATE OF GRANT : 23 June 2006

MARK : VISTAPRINT

CLASS : 42: Custom printing services.

LIMITATIONS : Associated with 2001/16186.

DURATION OF REGISTRATION : 10 years from date of filing. May be renewed indefinitely on payment of a renewal fee every ten years.

NEXT RENEWAL DUE : 14 September 2011

Bescheinigung über die Eintragung einer Marke

Wir bestätigen Ihnen folgende Angaben, die ins schweizerische Markenregister eingetragen wurden.

Die Eintragung ist während 10 Jahren vom Hinterlegungsdatum an gültig.

Die Markendaten wurden wie folgt im Schweizerischen Handelsamtsblatt Nr. 0093 vom 16. Mai 2002 veröffentlicht:

Hinterlegungsdatum: 11. September 2001

498696

Marke:

VISTAPRINT

Markeninhaber/in

VistaPrint.com, Incorporated
204 Second Avenue
Waltham (MA 02451)
US-Vereinigte Staaten v. Amerika

Vertreter/in

E. Blum & Co.
Patentanwälte VSP
Vorderberg 11
8044 Zürich

Verzeichnis der Waren und/oder Dienstleistungen

16 Papier, Pappe (Karton) und Waren aus diesen Materialien, soweit sie in dieser Klasse enthalten sind, Druckereierzeugnisse; Buchbinderartikel; Fotografien, Schreibwaren; Klebstoffe für Papier- und Schreibwaren oder für Haushaltszwecke; Künstlerbedarfsartikel; Pinsel; Schreibmaschinen und Büroartikel (ausgenommen Möbel); Lehr- und Unterrichtsmittel (ausgenommen Apparate); Verpackungsmaterial aus Kunststoff, soweit es in dieser Klasse enthalten ist; Drucklettern; Druckstöcke; Grusskarten; Etiketten; Geschäftsformulare; Schecks und Geschäftskarten.

40 Druckdienstleistungen für Dritte.

Internationale Klassifikation

16,40

Eintragung ins Markenregister

02.05.2002

正本

50360

檔號	01020829
保存年限	

經濟部智慧財產局 函

105 掛號

臺北市松山區敦化北路 201 號 7 樓

機關地址：106 臺北市大安區辛亥
路 2 段 185 號 3 樓

聯絡人：蔡美萩

聯絡電話：02-23767544

傳真：02-27359099

受文者：百慕達商維斯它普林特有限責任公司（代理人：陳長文 蔡瑞森 君）

發文日期：中華民國 101 年 9 月 26 日

發文字號：(101) 智商 00599 字第 10180521970 號



1018052197001

速 別：

密等及解密條件或保密期限：

附 件：

主旨：註冊第 01020829 號「VISTAPRINT」商標申請延展註冊案，
應予核准，並依法公告於 101 年 10 月 16 日出版之第 39
卷第 20 期商標公報，請 查照。

說明：

- 一、依 貴公司 101 年 9 月 6 日申請書辦理。
- 二、核准延展之權利期限至中華民國 111 年 10 月 31 日止。
- 三、核准延展之商品：紙製品，即影印、書寫、印刷、列印用紙；信紙；卡片；標籤；商用表格；支票及名片。

正本：百慕達商維斯它普林特有限責任公司（代理人：陳長文 蔡瑞森 君）【收文者
地址：臺北市松山區敦化北路 201 號 7 樓】

副本：

局長 王美花

依照分層負責規定
授權單位主管決行



正本

51121

檔號	S 00170333
保存年限	

經濟部智慧財產局 函

105 掛號

臺北市松山區敦化北路 201 號 7 樓

機關地址：106 臺北市大安區辛亥
路 2 段 185 號 3 樓

聯絡人：蔡美荻
聯絡電話：02-23767544
傳真：02-27359099

受文者：百慕達商維斯它普林特有限責
任公司（代理人：陳長文 蔡
瑞森 君）

發文日期：中華民國 101 年 9 月 27 日

發文字號：(101) 智商 00599 字第 10180524770 號



1018052477001

速 別：

密等及解密條件或保密期限：

附 件：

主旨：註冊第 00170333 號「VISTAPRINT」商標（原服務標章）申
請延展註冊案，應予核准，並依法公告於 101 年 10 月 16
日出版之第 39 卷第 20 期商標公報，請 查照。

說明：

- 一、依 貴公司 101 年 9 月 6 日申請書辦理。
- 二、核准延展之權利期限至中華民國 111 年 9 月 15 日止。
- 三、核准延展之服務：印刷服務。

正本：百慕達商維斯它普林特有限責任公司（代理人：陳長文 蔡瑞森 君）【收文者
地址：臺北市松山區敦化北路 201 號 7 樓】

副本：

局長 王美花

依照分層負責規定
授權單位主管決行



正本

51120

檔號	01019307
保存年限	

經濟部智慧財產局 函

105 掛號

臺北市松山區敦化北路 201 號 7 樓

機關地址：106 臺北市大安區辛亥
路 2 段 185 號 3 樓

聯絡人：蔡美萩

聯絡電話：02-23767544

傳真：02-27359099

受文者：百慕達商維斯它普林特有限責
任公司（代理人：陳長文 蔡
瑞森 君）

發文日期：中華民國 101 年 9 月 27 日

發文字號：(101) 智商 00599 字第 10180524790 號



1018052479001

速 別：

密等及解密條件或保密期限：

附 件：

主旨：註冊第 01019307 號「維斯它普林特(VISTAPRINT IN
CHINESE)」商標申請延展註冊案，應予核准，並依法公告
於 101 年 10 月 16 日出版之第 39 卷第 20 期商標公報，請
查照。

說明：

- 一、依 貴公司 101 年 9 月 6 日申請書辦理。
- 二、核准延展之權利期限至中華民國 111 年 10 月 15 日止。
- 三、核准延展之商品：紙製品，即影印、書寫、印刷、列印用
紙；信紙；卡片；標籤；商用表格；支票及名片。

正本：百慕達商維斯它普林特有限責任公司（代理人：陳長文 蔡瑞森 君）【收文者
地址：臺北市松山區敦化北路 201 號 7 樓】

副本：

局長 王美花

依照分層負責規定
授權單位主管決行



正本

51122

檔號	S 00174905
保存年限	

經濟部智慧財產局 函

105 掛號

臺北市松山區敦化北路 201 號 7 樓

機關地址：106 臺北市大安區辛亥
路 2 段 185 號 3 樓

聯絡人：蔡美荻
聯絡電話：02-23767544
傳真：02-27359099

受文者：百慕達商維斯它普林特有限責
任公司（代理人：陳長文 蔡
瑞森 君）

發文日期：中華民國 101 年 9 月 27 日

發文字號：(101) 智商 00599 字第 10180524750 號



1018052475001

速 別：

密等及解密條件或保密期限：

附 件：

主旨：註冊第 00174905 號「維斯它普林特(VISTAPRINT IN
CHINESE)」商標(原服務標章)申請延展註冊案，應予核
准，並依法公告於 101 年 10 月 16 日出版之第 39 卷第 20
期商標公報，請 查照。

說明：

- 一、依 貴公司 101 年 9 月 6 日申請書辦理。
- 二、核准延展之權利期限至中華民國 111 年 12 月 15 日止。
- 三、核准延展之服務：印刷服務。

正本：百慕達商維斯它普林特有限責任公司（代理人：陳長文 蔡瑞森 君）【收文者
地址：臺北市松山區敦化北路 201 號 7 樓】

副本：

局長 王美花

依照分層負責規定
授權單位主管決行





中華民國服務標章註冊證

服務標章註冊號數：〇〇一七〇三三三

專用權人：美商維斯它普林特股份有限公司
VistaPrint.com, Incorporated

標章名稱：VISTAPRINT

標章圖樣：

VISTAPRINT

專用期限：自中華民國 九十一年 年 九 月 十六 日起
至中華民國 一百零一年 年 九 月 十五 日止

類 別：商標法施行細則第四十九條 第042 類

服務名稱：〔見後頁〕

經濟部智慧財產局
局 長

蔡 練 生

中華民國 九 十 一 年 十 月 十 六 日



ก.ม.2



ทะเบียนเลขที่ บ52100

คำขอเลขที่ 746935

หนังสือสำคัญแสดงการจดทะเบียนเครื่องหมายบริการ ออกให้แก่

วิสตาพริ้นท์ ลิมิเตด

เพื่อแสดงว่าเครื่องหมายบริการนี้ได้จดทะเบียนแล้ว สำหรับบริการ บริการรับจ้างพิมพ์

ในจำนวนที่ 40 (ตามพระราชบัญญัติเครื่องหมายการค้า พ.ศ. 2534 แก้ไขเพิ่มเติม พ.ศ. 2543)

การจดทะเบียนเครื่องหมายบริการนี้ มีอายุ 10 ปี นับแต่วันที่จดทะเบียน และอาจต่ออายุได้ทุก ๆ 10 ปี

จดทะเบียน ณ วันที่ 16 ตุลาคม พ.ศ. 2552

VISTAPRINT

ออกให้ ณ วันที่ 17 มกราคม พ.ศ. 2555

(นางสาวรัชณี เกลียวไพศาล)

นายทะเบียน

สำนักเครื่องหมายการค้า

กรมทรัพย์สินทางปัญญา

หมายเหตุ

- (1) การต่ออายุการจดทะเบียน ต้องขอภายในเก้าสิบวันก่อนวันสิ้นอายุ (สิ้นสุด ณ วันที่ 15 ต.ค. 2562)
- (2) การต่ออายุทะเบียนเครื่องหมายบริการและการเปลี่ยนแปลงรายการข้างต้น ให้ดูหน้าต่อไป



T.C.
TÜRK PATENT ENSTİTÜSÜ

MARKA TESCİL BELGESİ

Marka No : 2010 28377 - Hizmet

Vistaprint

Marka Sahibi : VISTAPRINT LIMITED

BERMUDA

22 Victoria Street, Cannon's Court, Hamilton HM12

Bermuda BERMUDA

Emtiası

: 35, 40

İlişiktir.

Markaların Korunması Hakkında 556 Sayılı Kanun Hükmünde
Kararnameye göre 29/04/2010 tarihinden itibaren ON YIL müddetle
05/03/2012 tarihinde tescil edilmiştir.

Hakan KIZILTEPE

Enstitü Başkanı a.

Markalar Dairesi Başkanı V.

УКРАЇНА



СВІДОЦТВО

НА ЗНАК ДЛЯ ТОВАРІВ І ПОСЛУГ

№ 160082

Видано відповідно до Закону України «Про охорону прав на знаки для товарів і послуг».

Зареєстровано в Державному реєстрі свідоцтв України на знаки для товарів і послуг 27 серпня 2012 р.

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Державної служби
інтелектуальної власності України

О.В. Янов



Int. Cl.: 38

Prior U.S. Cls.: 100, 101 and 104

United States Patent and Trademark Office

Reg. No. 3,117,106

Registered July 18, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

VISTAPRINT

VISTAPRINT LIMITED (BERMUDA CORPORATION)
CANON'S COURT
22 VICTORIA STREET
HAMILTON, BERMUDA HM 12

FOR: DELIVERY OF ELECTRONIC GREETING
CARDS AND MESSAGES TO OTHERS VIA ELECTRONIC MAIL, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 5-3-2004; IN COMMERCE 5-3-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,978,792.

SER. NO. 78-683,366, FILED 8-2-2005.

KEVIN DINALLO, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,126,343

Registered Aug. 8, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

VISTAPRINT

VISTAPRINT LIMITED (BERMUDA CORPORATION)
CANON'S COURT
22 VICTORIA STREET
HAMILTON, BERMUDA HM 12

FOR: GRAPHIC DESIGN SERVICES; PROVIDING
TEMPORARY USE OF ON-LINE NON-DOWN-
LOADABLE SOFTWARE FOR USE IN STORING,
EDITING, MANIPULATING AND PRINTING DIGI-
TAL IMAGES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 7-1-2000; IN COMMERCE 7-1-2000.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 2,978,792.

SER. NO. 78-683,342, FILED 8-2-2005.

KEVIN DINALLO, EXAMINING ATTORNEY

United States of America

United States Patent and Trademark Office

VISTAPRINT

Reg. No. 2,433,418

Registered Mar. 6, 2001

Corrected Oct. 18, 2011

Int. Cl.: 42

SERVICE MARK

PRINCIPAL REGISTER

VISTAPRINT LIMITED (BERMUDA CORPORATION)
22 VICTORIA STREET
CANON'S COURT
HAMILTON, BERMUDA HM 12

FOR: PRINTING SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 12-18-1999; IN COMMERCE 12-18-1999.

SER. NO. 75-914,300, FILED 2-9-2000.



David S. Kybas

Director of the United States Patent and Trademark Office

.VISTAPRINT DOMAIN NAME REGISTRATION POLICIES

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CHAPTER 1. Definitions, scope of application and eligibility

Article 1. Definitions

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

Accredited Registrar	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with the Registry;
Applicant	means a physical person, company or organization in whose name an Application is submitted to the Registry;
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 Operator Agreement;
Application	means a complete and technically correct request for a Domain Name Registration filed with the Registry through an Accredited Registrar, which complies with all the respective requirements provided for in the Policies, and in particular the specific provisions that apply during such respective Phase of the .VISTAPRINT launch process within which such request is made;
Claim	means a request from an Applicant, contained in an Application submitted to the Registry during the Sunrise Phase, to recognize its rights within the context of these Policies, including any Documentary Evidence submitted to the Registry and/or Trademark Clearinghouse Operator in this respect;
Complaints Point of Contact	means the primary contact for handling inquiries related to malicious conduct in the .VISTAPRINT TLD that can be reached on [email address] and [mailing address] (to be discussed with Vistaprint Limited) ;
Contacts	means the administrative, technical and billing contacts associated with a Domain Name Registration;
Documentary Evidence	means the documentation to be provided by (or on behalf of) the Applicant and/or the Registrant to the Trademark Clearinghouse Operator and/or the Registry, in accordance with these Policies;
Domain Name	means a name at the second level within the .VISTAPRINT TLD;
Domain Name Registration	means a Domain Name on which the Registry maintains data in the Shared Registry System for the .VISTAPRINT TLD;

Eligibility Requirements	means the requirements set out in Annex 3 below;
Eligible Trademark	means a registered trademark that meets the requirements set out in the applicable version of the “Trademark Clearinghouse Guidelines”, made available on http://www.trademark-clearinghouse.com , and inclusive of trademarks taken up in Annex 1;
General Availability	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis, as referred to in Article 11 hereof;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Operator Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (http://www.icann.org);
Launch	means the moment as of which the Registry allows third parties other than the Registry to register Domain Names;
Phase	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or register Domain Names in conformity with the restrictions in force at that time;
PICDRP	Means the Public Interest Commitment Dispute Resolution Procedure as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
Policy	means these .VISTAPRINT Domain Name Registration Policies, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;
Pre-Launch Phase	means the timeframe prior to the Sunrise Phase during which only the Registry is entitled to register Domain Names, that are Registry Reserved Names;
Registrant	means the person or entity in whose name a Domain Name is registered;
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
Registry	means Vistaprint Limited, having its company seat at 22 Victoria Street, Canon's Court, Hamilton HM12, Bermuda and registered with the Bermuda registrar of companies under number 32017;

Registry Blocked Name	Means those Domain Names for which the mitigation measures described in the Name Collision Occurrence Assessment have not been implemented and that are blocked for registration in accordance with Section 6.2 of Specification 6 to the Registry Operator Agreement;
Registry Operator Agreement	means the agreement entered into by and between the Registry and ICANN on (date) ;
Registry-Registrar Agreement	means the agreement made available by the Registry on (URL to be included) ;
Registry Reserved Name	means a Domain Name mentioned on the list contained in Annex 1 hereto, to be registered in the name of the Registry, or any specific entity referred to in this list, as may be amended from time to time at the Registry's discretion;
Registry Web Site	means the various pages and websites available under http://www.registry.VISTAPRINT and/or http://www.nic.VISTAPRINT ;
Reserved Name	means a Domain Name mentioned on the list contained in Annex 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;
Sunrise Phase	means (one of) the distinct timeframe(s) during which Applicants will be able to pre-register (<i>i.e.</i> , reserve for registration) the Domain Names for which they hold a validated trademark, as indicated by the Trademark Clearinghouse and/or the Registry;
Sunrise Process	means the process described in Article 6 hereof;
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 .VISTAPRINT are provided;
Trademark Claims Services	means the service operated by the Trademark Clearinghouse, whereby i) notice is given to Applicants of the scope of the rights of trademark holders who registered their rights with the Trademark Clearinghouse as provided in the Applicant Guidebook, and ii) the registrar is given the possibility to promptly notify the trademark holders(s) of the registration after it is effected;

Trademark Clearinghouse	means the system made available by the Trademark Clearinghouse Operator for implementing the rights protection mechanisms referred to in the Applicant Guidebook and/or the Policy;
Trademark Clearinghouse Operator	means the organization operating the Trademark Clearinghouse, as appointed by ICANN and active through http://www.trademark-clearinghouse.com ;
Trademark PDDRP	Means the Trademark Post-Delegation Dispute Resolution Procedure, as adopted by ICANN and as described on http://newgtlds.icann.org/en/program-status/pddrp ;
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 procedure, as adopted by ICANN and as described at http://newgtlds.icann.org/en/applicants/urs .

Article 2. Scope of application

2.1. This Policy describes, among other items:

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

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

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

Article 3. Eligibility

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

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

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

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

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

CHAPTER 2. The .VISTAPRINT Launch Process

Article 4. Purpose and principles

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

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

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

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

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

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

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

Article 5. The .VISTAPRINT Pre-Launch Phase

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

Article 6. Sunrise Phase

6.1. Overview of the Sunrise Process

The Registry shall organize one or more Sunrise Processes in connection with and/or after the Launch.

Unless provided otherwise by the Registry, the Sunrise Process shall last for 60 days and shall commence 60 days prior to the day indicated by the Registry on the Registry Web Site to be the day of the Launch.

6.2. Validation of Claims during the Sunrise Phase

Applications received during each distinct Sunrise Phase are subject to validation as described in this Article, which is a condition precedent for the Registry to actually proceed with the registration of the Domain Name referred to in the Application.

The Registry shall be entitled to impose additional terms and conditions upon Applicants, Registrants and/or Accredited Registrars as it deems fit, in particular in order to maintain, directly or indirectly, the integrity and the exclusive character of the Registry and the VISTAPRINT brand, and any and all (intellectual property) rights associated therewith.

Following receipt of an Application, the Trademark Clearinghouse Operator shall inform the Registry of its findings in a manner agreed by and between them.

Upon request of the Registry, the Trademark Clearinghouse Operator will confirm that:

- the respective Application corresponds to an Eligible Trademark; and
- the Applicant is the registered owner of the Eligible Trademark or, if the Applicant claims to be a licensee authorized to use the Eligible Trademark by the registered owner of the Eligible Trademark or the Applicant claims to be the assignee, that the relevant party is authorized to file the Application.

If the Trademark Clearinghouse Operator and/or the Registry is unable to validate the information contained in an Application in accordance with the process described above, the Registry shall be entitled to reject that Application.

6.3. Use of the Trademark Clearinghouse during the Sunrise Period

Applicants are obliged to have their Application Data pre-validated and, where necessary, corrected by using the Trademark Clearinghouse, which is a facility operated by the Trademark Clearinghouse Operator, if they would like to benefit from the opportunity to register a Domain Name that corresponds to their Eligible Trademark during the respective Sunrise Phases. By way of the Trademark Clearinghouse, the Trademark Clearinghouse Operator will provide reasonable assistance to prospective Applicants in order to pre-validate Application Data and, where necessary, correct such data in order to enable Applicants to submit accurate and up-to-date

Applications to the Registry in accordance with the terms and conditions of the Trademark Clearinghouse Operator.

The use of the Trademark Clearinghouse during the Sunrise Period is mandatory.

Furthermore, the Applicant must use the services of an Accredited Registrar in order to submit the actual Application on the basis of the information that has been pre-validated and provided by the Trademark Clearinghouse.

6.4. *Claims, information to be included in Applications during the Sunrise Period*

The information contained in the Application shall be the initial basis on which the Trademark Clearinghouse Operator shall attempt to validate the Applications and the Claims made therein. It is the Applicant's responsibility to ensure that the information provided in an Application (Claim) is correct, complete, legible, accurate and otherwise sufficient to verify on a *prima facie* basis the validity of such Claim. The Registry cannot be held liable for any failure to provide information and Documentary Evidence in accordance with the foregoing standard, regardless of whether an Application is accepted or rejected.

Following the Registry's decision to register a Domain Name in the name of a particular Applicant, such Applicant will become the Registrant of such Domain Name.

Article 7. Trademark Claims Period

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

Article 8. Processing of Applications; Exchange of Information

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

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

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

CHAPTER 3. Domain Name Allocation

Article 9. Domain Name Allocation for Registry Reserved Names

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

Article 10. Domain Name Allocation during the Sunrise Processes

10.1. *Single Applications*

Domain Names for which only one Application is received by the Registry during the respective Phase, and which are successfully verified according to this Policy will be registered in the name of the respective Applicant.

10.2. *Multiple Applications*

If more than one Application of a particular available Domain Name has been received during a particular Sunrise Phase, and more than one of the Claims contained therein were successfully verified, as set out in this Policy, the relevant Applicants will be invited to come to an amicable settlement. If no such settlement has been obtained within the timeframe indicated by the Registry, the Registry can decide (or not) to register such Domain Name in the name of a particular Applicant, at its sole discretion and without being obliged to provide a reason for its decision.

Article 11. Domain Name Allocation during General Availability

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

The Registry shall effectuate such Domain Name Registration on a first-come, first-served basis, subject to the terms and conditions laid down herein. This entails that, in principle, 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 12. Disputes relating to registered Domain Names

12.1. Every Registrant acknowledges and accepts:

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

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

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

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

Article 13. Eligibility Reconsideration Proceedings

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

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

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

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

CHAPTER 5. General Provisions

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

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

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

14.2. The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

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

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

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

Article 15. Term of Registration

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

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

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

Article 16. Amendments

16.1. The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of this Policy.

Article 17. Liability

17.1. To the extent allowed under governing law, the Registry shall only be liable in cases where wilful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, as well as the consequences of those decisions.

17.2. To the extent allowed under applicable law and unless provided otherwise herein, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

17.3. Applicants and Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

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

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

Article 18. Representations and Warranties

18.1. When submitting an Application during the Sunrise Process, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the Eligible Trademark described in the Application, or is the assignee, or is a licensee, duly authorized by the holder of the Eligible Trademark described in the Application to use that Eligible Trademark as the basis for that Application;
- the Eligible Trademark mentioned in the Application is and will be, on the date on which the Application Data is validated by the Trademark Clearinghouse Operator in the context of a Sunrise Process, a legally valid, registered and Eligible Trademark;
- any Documentary Evidence that is submitted by or on behalf of the Applicant shall be submitted in accordance with the procedures set out by the Trademark Clearinghouse Operator and the Registry; any Documentary Evidence submitted shall contain complete, accurate, up-to-date information as required by the Trademark Clearinghouse Operator and/or the Registry shall not be fraudulent.

18.2. Any Applicant, any party submitting a Domain Name Registration request and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public

policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and

- it will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and the Registry.

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

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

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

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

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

Article 19. Payment of Applicable Fees Due

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

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

Article 20. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Registrant, as provided to the Registry in the Application and/or Domain Name Registration. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and/or (ii) by electronic mail, upon confirmation of receipt by the Registry's email server (**Registry's email address to be included**).

Article 21. Assignment

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

Article 22. Severability

If any provision of this Policy or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the Registry to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Policy, while the remainder of this Policy will continue in full force and effect.

Article 23. Waiver

No waiver of any right under this Policy shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Policy. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 24. Compliance with Law

Neither party subject to this Policy will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

Article 25. Language

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

Article 26. Applicable Law; Jurisdiction

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

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 Hamilton, Bermuda 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 (**Boston, Massachusetts, USA**).

CHAPTER 6. Annexes

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

ANNEX 1: Registry Reserved Names

Article 1. Definitions

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

Article 2. General list of Registry Reserved Names

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

1. Two-character labels¹
2. HOME.VISTAPRINT
3. WWW.VISTAPRINT
4. NIC.VISTAPRINT
5. RDDS.VISTAPRINT
6. WHOIS.VISTAPRINT

Article 3. Country and Territory Names

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

1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm#EU>;
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.

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

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

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

Article 5. International Organisations

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

Article 6. Categories of Registry Reserved Names

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

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

ANNEX 2: Reserved Names

Article 1. Definitions

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

Article 2. Reservation of the label “EXAMPLE”

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

Article 3. Categories of Reserved Names

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

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

ANNEX 3: Eligibility Requirements and Criteria

Article 1. Definitions

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

Article 2. Eligible Registrant

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

Article 3. Contacts

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

Admin-C: Registry

Tech: Registry

Billing: Registry

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