

### 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

PCCW Enterprises Limited (“Registry Operator”), in connection with the execution of the Registry Agreement for the .電訊盈科(xn--fzys8d69uvgm) TLD (the “Registry Agreement”), hereby applies for .電訊盈科 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] at [REDACTED]

Submitted by: [REDACTED]  
Position: Primary Contact  
Dated: Aug 28, 2014  
Email: [REDACTED]

**Exhibit A**

**Trademark Registration**

*[to be attached by Registry Operator]*



**Perbadanan Harta Intelek Malaysia  
Intellectual Property Corporation of Malaysia**

**TRADE MARKS ACT 1976  
TRADE MARKS REGULATIONS 1997**

**CERTIFICATE OF REGISTRATION  
(Regulation 56)**

**電訊盈科**

**Trade mark no : 00011938**

**To : PCCW-HKT DataCom Services Limited**

I HEREBY CERTIFY THAT under the provisions of the Trade Marks Act 1976 and the Trade Marks Regulations 1997, the above-numbered trade mark has been registered in your name as proprietor of the said trade mark in the Register for a period of ten (10) years from 30/08/2000 to 30/08/2010 in Class 9 in respect of the following goods:

ELECTRONIC, SCIENTIFIC, PHOTOGRAPHIC, CINEMATÓGRAPHIC, OPTICAL, SIGNALLING APPARATUS AND INSTRUMENTS; APPARATUS AND INSTRUMENTS FOR RECORDING, RECEIVING, TRANSMITTING, DISPLAYING, PRINTING OUT AND/OR REPRODUCING DATA, INFORMATION, PICTURES, IMAGES, AND/OR SOUND; MAGNETIC DATA CARRIERS; CD ROMS; ELECTRONIC DATA PROCESSING EQUIPMENT; COMPUTERS; COMPUTER PROGRAMS; ELECTRONIC PUBLICATIONS (DOWNLOADABLE FROM THE INTERNET); COMPUTER SOFTWARE TO ENABLE SEARCHING OF DATA; TELECOMMUNICATIONS APPARATUS, INSTRUMENTS, NETWORKS AND CIRCUITRY; OPTICAL COMMUNICATION APPARATUS AND CIRCUITRY FOR TELECOMMUNICATION PURPOSES; ELECTRONIC AND/OR COMPUTER APPARATUS AND INSTRUMENTS FOR DEBITING AND/OR CREDITING FINANCIAL ACCOUNTS AND/OR FOR PAYING FOR GOODS OR SERVICES; MACHINE-READABLE DEBIT AND/OR CREDIT AND/OR CHARGE CARDS; APPARATUS, INSTRUMENTS AND SOFTWARE FOR COMMUNICATING WITH COMPUTER NETWORKS (E.G. THE WORLD-WIDE WEB); VIDEO AND AUDIO APPARATUS, EQUIPMENT AND DEVICES; DIGITAL MUSIC (DOWNLOADABLE) PROVIDED FROM THE INTERNET; MP3 PLAYERS; APPARATUS FOR CODING AND DECODING SIGNALS; AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS; ALL INCLUDED IN CLASS 9.

A handwritten signature in black ink, appearing to read "Ismail Jusoh", is written over a dotted line.

**(ISMAIL JUSOH)  
REGISTRAR OF TRADE MARKS  
MALAYSIA**

DATE ISSUE: 02/08/2004

Dated 8 November 2011

**PCCW-HKT DATACOM SERVICES LIMITED**  
**數據資訊服務有限公司**  
as Assignor

AND

**PCCW ENTERPRISES LIMITED**  
**電訊盈科企業有限公司**  
as Assignee

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**ASSIGNMENT AGREEMENT**  
**RELATING TO THE ASSIGNMENT**  
**OF**  
**TRADE MARKS AND DOMAIN NAMES**

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**THIS ASSIGNMENT AGREEMENT** is made on the 8th day of November 2011

**BY AND BETWEEN**

- (1) **PCCW-HKT DATACOM SERVICES LIMITED** (數據資訊服務有限公司), a limited liability company incorporated in Hong Kong with its registered office at 39th Floor, PCCW Tower, TaiKoo Place, 979 King's Road, Quarry Bay, Hong Kong ("**Assignor**"); and
- (2) **PCCW ENTERPRISES LIMITED** (電訊盈科企業有限公司), a limited liability company incorporated in Hong Kong with its registered office at 39th Floor, PCCW Tower, TaiKoo Place, 979 King's Road, Quarry Bay, Hong Kong ("**Assignee**").

**WHEREAS**

- A. The Assignor is the proprietor of:
  - (a) the trade marks details of which are set out in Schedule I (collectively referred as the "**Trade Marks**"); and
  - (b) the domain names details of which are set out in Schedule II (collectively referred as the "**Domain Names**").
- B. The Assignor has agreed with the Assignee to assign and transfer to the Assignee all rights in the Trade Marks and the Domain Names with effect from the Effective Date.

**NOW IT IS AGREED** as follows:

1. **DEFINITIONS**

In this agreement (including the recitals), unless defined or the context otherwise requires:

"**Effective Date**" means 1 January 2011.

"**HKT Trust**" means a fixed single investment trust constituted by a Hong Kong law governed trust deed entered into between HKT Management Limited and HKT Limited and to be known as "HKT Trust" for the purposes of the proposed spin-off of PCCW Limited's interest in its telecommunications business by way of a separate listing on the main board of The Stock Exchange of Hong Kong Limited.

"**US\$**" means United States Dollars, the lawful currency of the United States of America.

- (c) The Assignor shall provide all reasonable assistance, upon the request of the Assignee, in respect of any pre-existing disputes and/or proceedings (if any) involving the Trade marks and the Domain Names.

6. **WARRANTIES**

Each party hereby represents and warrants to the other that it has the power and authority to enter into and perform this agreement.

7. **EXCLUSION OF WARRANTY AS TO VALIDITY AND INFRINGEMENT**

The Assignor does not warrant or guarantee the validity of the Trade Marks and the Domain Names or that they do not infringe any other subsisting rights not held by the Assignor.

8. **COSTS**

Each party shall bear its own costs in relation to the preparation and execution of this agreement.

9. **LAW AND JURISDICTION**

This agreement shall in all respects be interpreted in accordance with the laws of Hong Kong and shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong.

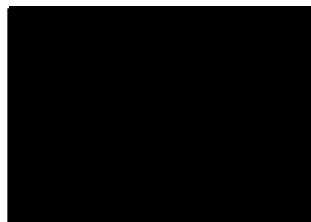
This Agreement is executed on the day and year first above written.

			cl.39 - 495405 cl.41 - 495404 cl.42 - 495403
電盈	9, 16, 35, 36, 37, 38, 39, 41, 42	Malaysia	cl.09 - 00013003 cl.16 - 00013004 cl.35 - 00013005 cl.36 - 00013006 cl.37 - 00013007 cl.38 - 00013008 cl.39 - 00013009 cl.41 - 00013010 cl.42 - 00013011
電訊盈科	9, 16, 35, 36, 37, 38, 39, 41, 42	Indonesia	cl.09 - 489681 cl.16 - 489680 cl.35 - 489679 cl.36 - 489678 cl.37 - 489677 cl.38 - 489676 cl.39 - 489675 cl.41 - 490827 cl.42 - 490826
電訊盈科	9, 16, 35, 36, 37, 38, 39, 41, 42	Malaysia	cl.09 - 00011938 cl.16 - 00011937 cl.35 - 00011936 cl.36 - 00011935 cl.37 - 00011934 cl.38 - 00011933 cl.39 - 00011932 cl.41 - 00011930 cl.42 - 00011931
電訊盈科	16	Thailand	Kor172669
PCCW Business eSolutions	9, 16, 35, 36, 37, 38, 39, 41, 42	Hong Kong	cl.09 - 300190241 cl.16 - 300190250 cl.35 - 300190269 cl.36 - 300190278 cl.37 - 300241578 cl.38 - 300190287 cl.39 - 300190296 cl.41 - 300190304 cl.42 - 300190313

**SIGNING PAGE**

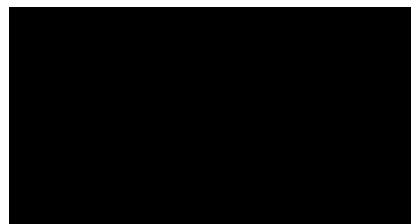
(ASSIGNOR)

Signed by [REDACTED] )  
 )  
 )  
for and on behalf of )  
PCCW-HKT DATACOM SERVICES LIMITED )



(ASSIGNEE)

Signed by [REDACTED] )  
 )  
 )  
for and on behalf of )  
PCCW ENTERPRISES LIMITED )







Perbadanan Harta Intelek Malaysia  
Intellectual Property Corporation of Malaysia

Perbadanan Harta Intelek Malaysia  
(Intellectual Property Corporation of Malaysia)  
Unit 1-7, Ground Floor  
Menara UOA Bangsar  
No.5 Jalan Bangsar Utama 1  
59000 Kuala Lumpur  
Malaysia  
Telefon: 03-2299 8400  
Faksimili: 03-2299 8989  
<http://www.myipo.gov.my>

NO. PENDAFTARAN : 00011938  
KELAS : 9

### PINDAH MILIK CAP DAGANGAN

Merujuk kepada permohonan tuan yang diterima pada 23/01/2009, pemilik cap dagangan berkenaan telah direkodkan seperti berikut:

Nama : PCCW ENTERPRISES LIMITED

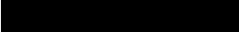
Alamat : 39TH FLOOR, PCCW TOWER,  
TAIKOO PLACE,  
979 KING'S ROAD,  
QUARRY BAY,  
HONG KONG.

Tarikh pindah milik : 18/11/2008

Tarikh : 24/02/2011

( Rahatul Khairani Bt Ahmad Abkari )  
b.p. Pendaftar Cap Dagangan

D/a: Rujukan Tuan : Cpk.564741.smy.sgs

Agen :   
Raja, Darryl & Loh  
18th Floor, Wisma Sime Darby  
Jalan Raja Laut  
50350 Kuala Lumpur

**ENGLISH TRANSLATION**

Registration No. : 00011938

Class : 9

**RECORDAL OF ASSIGNMENT OF TRADE MARK**

Pursuant to your application which we received on 23/01/2009, the Proprietor for the above trade mark registration has been recorded as follows:

Name : **PCCW ENTERPRISES LIMITED**

Address : **39TH FLOOR, PCCW TOWER,  
TAIKOO PLACE,  
979 KING'S ROAD,  
QUARRY BAY,  
HONG KONG**

Date of Assignment : **18/11/2008**

Date: 24/02/2011

\_\_\_\_\_  
(signed)  
(Rahatul Khairani Bt. Ahmad Abkari)  
for Registrar of Trade Marks

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Your Reference : cpk.564741.smy.sgs

:

**RAJA, DARRYL & LOH  
18TH FLOOR, WISMA SIME DARBY  
JALAN RAJA LAUT  
50350 KUALA LUMPUR**

**Exhibit B**

**TLD Registration Policies**

*[to be attached by Registry Operator]*

## Mission

PCCW Enterprises Limited intends to operate the proposed TLD to be managed solely by PCCW Enterprises Limited, its Affiliates or Trademark Licensees.

### .電訊盈科 (xn--fzys8d69uvgm) TLD Registration Policy

PCCW Enterprises Limited is the Sponsor and Registry Operator for the .電訊盈科 Sponsored TLD, designated by ICANN. As the duly recognized and delegated authority, PCCW Enterprises Limited sets and enforces operational and registration policies for the .電訊盈科 Registry. Such decisions include but are not limited to:

- Registration eligibility requirements
- Valid Characters for Domain Names
- Acceptable Use
- Dispute policies
- Technical policies, including SRS security and access.

#### 1.0 Definitions

.電訊盈科 Registrar / Accredited Registrar	Accredited Registrar means an ICANN Accredited Registrar that is also Accredited for the .電訊盈科 Registry in this document
.電訊盈科 Registry	The ".電訊盈科 Registry" is the TLD Registry Sponsored and operated by PCCW Enterprises Limited. PCCW Enterprises Limited is a corporation incorporated in Hong Kong
.電訊盈科 TLD Registration Policy	.電訊盈科 TLD Registration Policy means the .電訊盈科 Domain Name Registration Policy which sets out the eligibility criteria for domain names in the .電訊盈科 TLD
Applicant	The Applicant of a domain name is the collective of entities implicated by the associated contacts of a domain registration application
ICANN	Internet Corporation for Assigned Names and Numbers
IDN	Internationalized Domain Name
Registrant	The holder of a domain-name registration in the TLD
Registry Operator	PCCW Enterprises Limited
Registry Agreement	The agreement between Registry Operator and ICANN for the TLD
TLD	Top Level Domain
UDRP	Uniform Dispute Resolution Policy means the ICANN UDRP as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a>
URS	Uniform Rapid Suspension means the ICANN URS as described in <a href="https://www.icann.org/resources/pages/urs-2014-01-09-en">https://www.icann.org/resources/pages/urs-2014-01-09-en</a>

## 2.0 Registration Eligibility Requirements

Eligibility to register or use a .電訊盈科 domain name (including controlling associated DNS records) is limited to PCCW Enterprises Limited, and upon PCCW Enterprises Limited's sole discretion and prior written approval, its Affiliates, and/or Trademark Licensees who agree to be bound by the .電訊盈科 TLD Registration Policy.

PCCW Enterprises Limited reserves the right to periodically review .電訊盈科 registration eligibility at its sole discretion. PCCW Enterprises Limited reserves the right to deny, suspend, transfer, cancel or take appropriate action should a .電訊盈科 domain name registration cease to meet the registration eligibility requirements.

PCCW Enterprises Limited reserves the right to amend the .電訊盈科 TLD Registration Policy without prior notice and in its sole discretion. Changes to the .電訊盈科 TLD Registration Policy shall be reflected at (TBD), and Registrants shall be notified of any such changes.

PCCW Enterprises Limited reserves the right in its sole discretion to deny, suspend, transfer and/or cancel at any time a domain name registration or request for registration found to be in violation of this Policy, any other registry policy, and/or any applicable law, rule or regulation.

## 3.0 Valid Characters for Domain Names

For a .電訊盈科 domain name to be available for registration, it must meet the following requirements:

- It must contain at least 1, and at most 63 characters (after conversion to A-Label for IDN)
- It may only contain alphanumeric characters (a-z, 0-9) and hyphens (letter-digit-hyphen)
- Hyphens cannot be used for the first or last character of the second level domain names, and may not be in the third or fourth position of the second level domain name unless it corresponds to a valid Internationalized Domain Name (IDN) in ASCII form (i.e. "xn--nlq685e")
- It must not be a Reserved Name under the Reserved Names Policy as set forth in the .電訊盈科 Registry's website
- It must comply with all .電訊盈科 naming policies and guidelines

## 4.0 Obligations of Registrants

### 4.1 Indemnification Required of Registrants

A Registrant must indemnify, to the maximum extent permitted by law, defend and hold harmless PCCW Enterprises Limited, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration and or use. This indemnification obligation survives the termination or expiration of the domain registration.

## 4.2 Registrant Compliance

A Registrant is required to:

- Comply with the Registration Eligibility Requirements at all times;
- Comply with ICANN requirements, standards, policies, procedures, and practices for which PCCW Enterprises Limited has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN. A Registrant also acknowledges that delay or failure by PCCW Enterprises Limited to identify or take action upon the identification of such breaches shall not be construed as consent by PCCW Enterprises Limited for such non-compliance, nor shall such delay or failure be deemed as a waiver of PCCW Enterprises Limited to exercise any power under this policy or any policies published by PCCW Enterprises Limited;
- Comply with operational standards, policies, procedures, and practices for the .電訊盈科 Registry established from time to time by PCCW Enterprises Limited in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Operator Agreement with ICANN;
- Agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies. Where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names; and
- Submit to proceedings commenced under dispute policies as set forth below in section 6.0.

## 5.0 Reserved Names

The .電訊盈科 Registry may designate from time to time certain domain names as Reserved Names:

- in compliance with the specifications and guidelines in the Registry Agreement; and
- any term as decided by Registry Operator in its sole discretion

## 6.0 Acceptable Use/Anti-Abuse Policy

Abusive use(s) of .電訊盈科 domain names will not be tolerated.

The nature of such abuses creates security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. PCCW Enterprises Limited's definition of abusive use of a .電訊盈科 domain name includes, without limitation, the following:

- **Illegal or fraudulent actions;**
- **Spam:** The use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Web sites and Internet forums;
- **Phishing:** The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as personally identifying information, usernames, passwords, or financial data;

- **Pharming:** The redirecting of unknowing users to fraudulent sites or services, typically through, but not limited to, DNS hijacking or poisoning;
- **Willful distribution of malware:** The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and Trojan horses.
- **Malicious fast-flux hosting:** Use of fast-flux techniques with a botnet to disguise the location of web sites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities.
- **Botnet command and control:** Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct distributed denial-of-service attacks (DDoS attacks);
- **Distribution of child pornography;** and
- **Illegal Access to Other Computers or Networks:** Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

PCCW Enterprises Limited reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of PCCW Enterprises Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by PCCW Enterprises Limited, the Registry Services Provider or any registrar in connection with a domain name registration. PCCW Enterprises Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

Registrants must also submit to proceedings commenced under other dispute policies as set forth by PCCW Enterprises Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .電訊盈科 Registry.

PCCW Enterprises Limited reserves the right to amend or otherwise modify this policy to keep abreast of changes in consensus policy or new and emerging types of abusive behaviour in the Internet.

## 7.0 Rights Protection Mechanisms

PCCW Enterprises Limited is committed to maintaining the integrity of the data within the .電訊盈科 Registry and to implement policies that deter infringements. The .電訊盈科 Registry will adopt and implement all the Rights Protection Mechanisms as required by ICANN including:

- The Uniform Domain Name Dispute Resolution Policy (UDRP),
- The Uniform Rapid Suspension (URS), and
- The Trademark Claims process

for facilitating the resolution of disputes over the registration and use of a second-level domain name registered under the .電訊盈科 Registry.

## **8.0 Privacy**

PCCW Enterprises Limited shall ensure that the operation of the .電訊盈科 Registry shall comply with PCCW Enterprises Limited's privacy policy as set forth in the .電訊盈科 Registry's website.

## **9.0 Access to WHOIS**

All rights are reserved for information retrieved through the WHOIS Service.

Access to .電訊盈科 WHOIS information is provided to assist persons in determining the contents of a domain name registration record in the registry database. The data is provided for informational purposes only, and PCCW Enterprises Limited does not guarantee its accuracy. The service is intended only for query-based access. WHOIS users must agree that they will use the data only for lawful purposes and that, under no circumstances will the data be used to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

PCCW Enterprises Limited reserves the right to modify these terms at any time. By submitting a WHOIS query, a user agrees to abide by this WHOIS policy. At the discretion of the registry, upon possible violations of the policy the source IP or IPs may be denied access to the WHOIS service. Access may be denied without notice.