## .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

Amica Mutual Insurance Company ("Registry Operator"), in connection with the execution of the Registry Agreement for the .Amica TLD (the "Registry Agreement"), hereby applies for .Amica TLD to be qualified by ICANN as a .Brand LTD.

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 as a separate PDF document ("Amica Trademark Case Print Report") and the registration policies attached hereto as <u>Exhibit A</u> are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to notify immediately ICANN of any changes in circumstances that could alter the statements made, and supporting materials provided with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13. Questions about this request should be directed to:

Submitted by:
Position: Senior Assistant Vice President and Marketing Director
Dated: August 18, 2014
Email:
Phone:

Int. Cl.: 36

**Prior U.S. Cl.: 102** 

## United States Patent and Trademark Office Reg. No. 1,911,774 Registered Aug. 15, 1995

#### SERVICE MARK PRINCIPAL REGISTER

#### AMICA

AMICA MUTUAL INSURANCE COMPANY (RHODE ISLAND CORPORATION) 10 WEYBOSSET STREET PROVIDENCE, RI 029406008

FOR: UNDERWRITING LIFE INSURANCE, IN CLASS 36 (U.S. CL. 102).

FIRST USE 9-0-1969; IN COMMERCE 9-0-1969. OWNER OF U.S. REG. NO. 1,165,814.

SER. NO. 74-550,119, FILED 7-18-1994.

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WILLIAM P. SHANAHAN, EXAMINING AT-TORNEY

# <u>Exhibit A</u>

### <.amica> Regisration Policies

Amica intends to operate a closed registry in order to continue to offer the high-quality online insurance and financial goods and services it currently offers on its branded web sites in existing top-level domains. Amica believes that the .Amica gTLD will add value to the gTLD space by remaining closed for use by Amica. Second level domains within the proposed gTLD are intended for registration by Amica, its affiliates and its trademark licensees.

Only Amica, through its authorized employees, will be allowed to register domain names within the TLD for its own exclusive use. Accordingly, the general public will not be allowed to register, buy, or sell domain names in the TLD. Amica, however, reserves the right to sell, distribute, license or transfer control or use of any registrations in the TLD to any third party that is an Affiliate of Amica for uses as specified by Amica. Amica is defined for the purposes of this application as (i) a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Amica, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity regarding the use of a domain name within the TLD, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

The policies and decisions regarding the registration and use of domain names within the TLD will continue to be provided through an internal team consisting of Amica's existing decision-making channels. The TLD's domain name policies will be limited by its abuse prevention and rights protection policies, and will strive to avoid registering domain names that are confusingly similar to third-party's trademarks and related rights. Obscene, explicit and offensive domain names will not be entitled to registration in the TLD.