

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

Universalflower SA ("Registry Operator"), in connection with the execution of the Registry Agreement for the .aquarelle TLD (the "Registry Agreement"), hereby applies for .aquarelle 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] (see below)

Submitted by:	[REDACTED]	[REDACTED]
Position:	CTO	External advisor
Dated:	24/07/2014	24/07/2014
Email:	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

Exhibit A

Trademark Registration





CERTIFICAT DE RENOUVELLEMENT

Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) certifie que les indications figurant dans le présent certificat sont conformes aux inscriptions portées au registre international tenu en vertu de l'Arrangement et du Protocole de Madrid.

A handwritten signature in black ink, appearing to read 'J. Zahra'.

Judith ZAHRA
Administrateur chargé du service
Département des enregistrements internationaux
Division des opérations relatives
aux enregistrements internationaux

Genève, le 7 février 2008

520 484

Date d'enregistrement: 21 janvier 1988
Date du renouvellement: 21 janvier 2008
Date d'échéance: 21 janvier 2018

AQUARELLE (société anonyme)
118, rue de Tocqueville,
F-75017 PARIS
(France).

Forme juridique du titulaire (personne morale) et lieu de constitution: Société Anonyme, France.

Nom et adresse du mandataire: Cabinet Lavoix, 2 place d'Estienne d'Orves, F-75441 PARIS Cedex 09 (France).

AQUARELLE

Liste des produits et services:

- 31 Produits agricoles, horticoles, semences, plantes et fleurs naturelles.
- 35 Services rendus par un franchiseur, à savoir aide dans l'exploitation ou la direction d'une entreprise commerciale.
- 41 Services rendus par un franchiseur, à savoir formation de base du personnel.
- 42 Services rendus par un franchiseur, à savoir transfert de savoir-faire, concession de licences.

Enregistrement de base: France, 24.07.1987, 1 433 097.

Données relatives à la priorité selon la Convention de Paris: France, 24.07.1987, 1 433 097.

Désignations selon l'Arrangement de Madrid: Monaco, Suisse.

Refus partiel: Suisse.

Extension partielle: Suisse; 2006/28 Gaz.

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 an agreement with the Registry for registering Domain Names;
Affiliate	means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise;
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 Agreement;
Complaints Point of Contact	means the service available under .aquarelle;
Contacts	means the administrative, technical and billing contacts associated to a Domain Name Registration;
Documentary Evidence	means the documentation to be provided by (or on behalf of) a (candidate) Registrant to the Registry in accordance with these Policies;
Domain Name	means a name at the second level within the .brandtld TLD;
Domain Name Registration	means a Domain Name on which the Registry has stored and maintains data in the Shared Registry System for the .brandtld TLD;
Eligibility Requirements	means the requirements set out in Attachment 3 below;
Geographic Domain Names	means Domain Names that are identical to country and territory names as defined in Specification 5 to the Registry Agreement;
ICANN	means the Internet Corporation for Assigned Names and Numbers (www.icann.org);
Policy	means these .brandtld Domain Name Registration Policies, including the Attachments and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time by the Registry;

URS	means the Uniform Rapid Suspension policy, as adopted by ICANN and as described in the Applicant Guidebook.
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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 Article 2.6, second sentence of the Registry Agreement;
2. the rules under which a Domain Name Registration in the .brandtld TLD may be challenged; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair and technically sound administration of the .brandtld TLD and the preservation of the integrity of the Registry's or its Affiliate's trademarks and reputation, as well as setting out the basic rules and procedures applicable to:
 - Registrants;
 - the Registry;
 - the Accredited Registrars;
 - any person or entity interested in obtaining a Domain Name.

2.2. 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 register a Domain Name and maintain a Domain Name Registration in the .brandtld TLD, the 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 but – as the case may be – subject to ICANN's (deemed) consent.

3.2. If and when the Registry launches its operations, *i.e.* allow third parties other than the Registry, its Affiliates or Licensees to register Domain Names, it will develop and publish further practical guidance on such launch, in accordance with the relevant processes contained in the Applicant Guidebook.

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 a Registrant did not fulfil the requirements set out in the Policy at the time of receipt of a request to register a Domain Name by the Registry. This includes, without limitation, situations where the Registry receives a notice given by a government or judicial body, indicating that a particular 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 (candidate) 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 Aquarelle brand and/or any of the Registry's or its Affiliate's trademark(s).

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.



proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The (candidate) Registrant further agrees to submit to a binding arbitration for disputes arising from this Policy and related to the allocation of Domain Names.

13.3. Any Registrant 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 registration and/or use of the Domain Name by such Registrant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.

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

Article 14. Representations and Warranties

14.1. Any party submitting a Domain Name Registration request to the Registry through an Accredited Registrar and the Shared Registry System and any Registrant represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
- it is not submitting the 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 contained in such request in violation of any applicable laws or regulations, including third party interests, throughout the term of such Domain Name Registration; 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.

14.2. When submitting Applications to the Registry, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the (candidate) Registrant 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 (candidate) Registrant; 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 Aquarelle brand, and any and all (intellectual property) rights associated therewith, including any other brands and the reputation of the Registry's Affiliates.

14.3. The Accredited Registrar must ensure that any of its customers who is a (candidate) Registrant expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject a request to register a Domain Name 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 .brandtld 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.

14.4. 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 15. Payment of Applicable Fees Due

If payment is required, the Registry shall only be obliged to accept a 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 Registrant.

Payment of any fees due, for which the (candidate) 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 16. 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 17. 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 18. 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 19. 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 20. Language

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

Article 21. Applicable Law; Jurisdiction

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

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 Paris, 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 Paris.

CHAPTER 6. Attachments

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



Attachment 1: Registry Reserved Names

Article 1. 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 .brandtld extension:

1. HOME.brandtld
2. WWW.brandtld
3. NIC.brandtld
4. IRIS.brandtld
5. WHOIS.brandtld

Article 2. Country and Territory Names and short forms

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

Article 3. Other categories of Registry Reserved Names

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

- Names that are directly or indirectly related to the day-to-day activities of the Registry or any of its Affiliates or Licensees;
- Names relating to affiliates, departments and subsidiaries of the Registry;
- Names of geographic locations where Registry and/or its Affiliate(s) or Licensee(s) are active or planning to be active.

Attachment 3: Eligibility Requirements and Criteria

Article 1. Definitions

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

Article 2. Eligible Registrants

The .brandtld TLD is a brand-TLD, as contemplated by Specification 13 of the Registry Agreement entered into by and between the Registry and ICANN.

Subject to restrictions that are imposed by Registry from time to time, only the Registry is entitled to be the Registrant for one or more Domain Names in the .brandtld TLD.

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.



Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Amendment 1 to Application for .Brand TLD Designation

With reference to the specification 13, please find below the following amendment :

Paragraph 1, please read :

Aquarelle.com ("Registry Operator"), in connection with the execution of the Registry Agreement for the .aquarelle TLD (the "Registry Agreement"), hereby applies for .aquarelle TLD to be qualified by ICANN as a .Brand TLD.

In Table of contents, Chapter 1 Definitions, scope of application and eligibility, please read :

Registry means Aquarelle.com

Instead of stated.

All other terms and conditions remains unchanged.

Done at Paris on September 24th, 2014.

Submitted by: [REDACTED]
Position: CTO
Dated: 24/09/2014
Email: [REDACTED]

[REDACTED]-----