

.NETFLIX .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

Netflix, Inc. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .NETFLIX TLD (the "Registry Agreement"), hereby applies for the .NETFLIX 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: Associate General Counsel

Dated: August 7, 2014
Email: [REDACTED]

Exhibit A

Int. Cl.: 38

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

Reg. No. 3,299,362

United States Patent and Trademark Office

Registered Sep. 25, 2007

SERVICE MARK
PRINCIPAL REGISTER

NETFLIX

NETFLIX, INC. (DELAWARE CORPORATION)
100 WINCHESTER CIRCLE
LOS GATOS, CA 95052

FOR: VIDEO-ON-DEMAND TRANSMISSION
SERVICES; VIDEO BROADCASTING; TRANSMIS-
SION OF VOICE, DATA, IMAGES, SIGNALS, MES-
SAGES AND INFORMATION, IN CLASS 38 (U.S.
CLS. 100, 101 AND 104).

FIRST USE 1-16-2007; IN COMMERCE 1-16-2007.

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

OWNER OF U.S. REG. NO. 2,552,950.

SEC. 2(F).

SN 78-725,329, FILED 10-3-2005.

MARK RADEMACHER, EXAMINING ATTORNEY

Exhibit B

.NETFLIX Registration Policies

The .NETFLIX TLD will be managed and operated exclusively by Netflix, Inc.; registration and operation of domain names under .NETFLIX will be restricted to Netflix, Inc. and its qualified affiliates and trademark licensees.

Netflix, Inc. will implement the following registration policies:

1. NETFLIX Domain Name Eligibility Requirements
2. Acceptable Use Policy
3. Rights Protection Mechanisms
4. Privacy

1. .NETFLIX Domain Name Eligibility Requirements

The .NETFLIX Domain Registration Eligibility policy sets forth guidelines for what domain names may be registered in the .NETFLIX TLD, as well as which individuals or entities may register or control the DNS records associated with these domains. Netflix, Inc. will implement the following policies, which will ensure that the .NETFLIX TLD is used exclusively by Netflix, Inc., its Affiliates, and its trademark licensees.

Only Netflix, Inc. and its qualified affiliates, and trademark licensees will be allowed to request domain registrations in the .NETFLIX TLD. Netflix, Inc. will develop an internal process that will define how qualified individuals and entities can submit registration requests and the process by which such registrations will be approved and executed upon by Netflix, Inc..

Netflix, Inc.'s internal domain management department will be responsible for the receipt of domain name registration requests from specially designated and approved domain name managers (Domain Managers) through a documented internal request form. Once the Domain Manager receives a registration request, an internal review will be completed to ensure the name complies with internal naming criteria and registration policies, as well as with the specifications described in the ICANN Registry Agreement. Once the name has undergone the standard review and is deemed in compliance with internal rules and procedures, the name will be approved and submitted through a 2013 ICANN-Accredited Registrar for registration.

Upon delegation, only Netflix, Inc. and its qualified Affiliates and Licensees will be able to control the DNS records associated with domain names in the .NETFLIX TLD.

Netflix, Inc. reserves the right to modify its Domain Name Eligibility Requirements in its sole discretion and without prior notice, as well as the internal procedures established for requesting, approving, and registering names in the .NETFLIX TLD. Netflix, Inc. will promptly notify its Domain Managers and .NETFLIX registrants of any changes to the Domain Name Eligibility Requirements. Netflix, Inc. will promptly notify Domain Managers in the event of changes to its internal registration procedures.

2. Acceptable Use Policy

This Acceptable Use Policy sets forth the criteria and procedures by which Netflix, Inc. ("Registry Operator") can quickly lock, cancel, suspend, transfer or take ownership of a name in the .NETFLIX TLD, either temporarily or permanently. The Acceptable Use policy may be invoked if a domain name in the

.NETFLIX TLD is being used in a manner that appears to threaten the stability, integrity or security of the .NETFLIX Registry or in a fashion that may put the safety and security of a .NETFLIX registrant or user at risk. The process also allows the Registry Operator to take preventive measures to avoid criminal or security threats.

The Acceptable Use Policy may be triggered through a variety of channels, including, among others, private complaint, public alert, government or law enforcement agency outreach, or on-going monitoring by the Registry or its partners. In all cases, Registry Operator or its designees will alert the sponsoring registrar(s) about any identified threats.

The following are some (but not all) activities that may trigger rapid domain compliance:

- Phishing: the attempt by a third party to acquire personally identifiable information by masquerading as a website other than one's own.
- Pharming: the redirection of Internet users to websites other than those the user intends to visit, usually through unauthorized changes to the Hosts file on a victim's computer or DNS records in DNS servers.
- Dissemination of Malware: the intentional creation and distribution of "malicious" software designed to infiltrate a computer system without the owner's consent, including, without limitation, computer viruses, worms, key loggers, and Trojans.
- Fast Flux Hosting: a technique used to shelter Phishing, Pharming and Malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent websites are changed rapidly so as to make the true location of the sites difficult to find.
- Botnetting: the development and use of a command, agent, motor, service, or software which is implemented: (1) to remotely control the computer or computer system of an Internet user without their knowledge or consent, (2) to generate direct denial of service (DDOS) attacks.
- Malicious Hacking: the attempt to gain unauthorized access (or exceed the level of authorized access) to a computer, information system, user account or profile, database, or security system.
- Child Pornography: the storage, publication, display and/or dissemination of pornographic materials depicting individuals under the age of majority in the relevant jurisdiction.

Netflix, Inc. reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including, but not limited to, the use of computer forensics and information security technological services in order to implement the Acceptable Use Policy. In addition, Netflix, Inc. reserves the right to deny, cancel, suspend, transfer, or otherwise alter any registration or transaction, or to place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to enforce the terms of the registration agreement or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Netflix, Inc. also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute or court proceeding or (5) to enforce the .NETFLIX Domain Eligibility Requirements.

Netflix, Inc. Reserves the right to modify its Acceptable Use Policies without prior notice and in its sole discretion. Netflix, Inc. will promptly notify its Domain Managers and .NETFLIX registrants of any changes to its Acceptable Use Policies.

3. Rights Protection Mechanisms

Netflix, Inc. is committed to following all mandatory ICANN rights protection mechanisms aimed at protecting third party intellectual property rights within the .NETFLIX TLD. Netflix, Inc. plans to limit the registration and control of DNS records associated with .NETFLIX domain names to Netflix, Inc. and its

qualified affiliates and licensees; therefore, it is highly unlikely that names under .NETFLIX infringe upon with the intellectual property rights of third parties.

Nevertheless, Netflix, Inc. plans to implement all Rights Protection Mechanisms (RPMs) as required by ICANN, including:

- Implementation of the Trademark Claims Process
- Implementation of the Uniform Dispute Resolution Policy (UDRP)
- Implementation of the Uniform Rapid Suspension (URS) mechanism

4. Privacy

Netflix, Inc. will ensure that the operation of the .NETFLIX TLD is consistent with Netflix, Inc.'s Privacy Policy, available on its website at <https://www.netflix.com/PrivacyPolicy>.