

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**

Richemont DNS Inc. (“**Registry Operator**”), in connection with the execution of the Registry Agreement for the .PANERAI TLD (the “**Registry Agreement**”), hereby applies for .PANERAI TLD to be qualified by ICANN as a .Brand TLD.

Founded in Florence in 1860 as a watchmaker’s shop, workshop and school, Officine Panerai was for many years the official supplier of precision instruments for the Italian Navy, mostly for the underwater special corps. The projects developed by the company at the time, including the Luminor and Radiomir watch were covered by military secret until 1997, when the brand was purchased by Compagnie Financière Richemont S.A (“CFR”), the Swiss luxury goods holding company, and launched on the international market.

Panerai is today the only Italian fine watch making company, developing and producing its own calibres and watches - a blend of Italian history and design with Swiss craftsmanship - in its own manufacture in Neuchâtel, Switzerland. Watches are distributed worldwide through an exclusive network and in boutiques in Florence, Portofino, Madrid, Geneva, Dubai, Beirut, Doha, Riyadh, Los Angeles, Macau, New York, Buenos Aires, Beijing, Hong Kong, Shanghai, Tokyo, Moscow and Paris.

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 are accurate and not misleading in any respect.

Specifically:

- The PANERAI string is identical to the textual elements of the PANERAI trademark, registered in the United States, namely, U.S. Registration No. [REDACTED];
- The PANERAI trademark is recorded with, and has been issued a signed mark data file by, the Trademark Clearinghouse;
- The PANERAI trademark is owned by Officine Panerai A.G. an affiliate of Registry Operator and of CFR, is used by Panerai in the ordinary course of business, and was issued to Panerai prior to the filing by Registry Operator of the TLD registry application for .PANERAI;
- The PANERAI mark does not begin with a period or a dot and is used by Panerai in the conduct of one or more businesses that are unrelated to the provision of TLD registry services;
- Only Registry Operator and its Affiliates or Trademark Licensees will be registrants of domain names in the .PANERAI TLD and control the DNS records associated with domain names at any level in the .PANERAI TLD; and
- The .PANERAI TLD is not a Generic String TLD (as defined in Specification 11).

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.

An exemption of the Code of Conduct for the .PANERAI TLD is appropriate because: (i) all domain name registrations in the TLD will be registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator, its Affiliates, or Trademark Licensees (as defined by Paragraph 6.2 of Specification 13), (ii) Registry Operator will not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator or a Trademark Licensee, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

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 Lorna Gradden.

Submitted by:

A black rectangular redaction box covering the signature of the submitter.A large black rectangular redaction box covering the name of the submitter.

**Exhibit A**

**Trademark Registration**

Int. Cl.: 14

Prior U.S. Cls.: 2, 27, 28 and 50

Reg. No. 2,340,290

United States Patent and Trademark Office

Registered Apr. 11, 2000

**TRADEMARK  
PRINCIPAL REGISTER**

**PANERAI**

CARTIER INTERNATIONAL B.V. (NETHER-  
LANDS CORPORATION)



FOR: BOXES AND CASES FOR WATCHES;  
JEWELLERY AND PRECIOUS GEM STONES;

CHRONOMETERS, WATCHES AND CLOCKS,  
IN CLASS 14 (U.S. CLS. 2, 27, 28 AND 50).

OWNER OF BENELUX REG. NO. 610463,  
DATED 8-28-1998, EXPIRES 3-19-2007.

SER. NO. 75-569,391, FILED 10-13-1998.

MICHAEL BAIRD, EXAMINING ATTORNEY

Side - 1



**NOTICE OF ACCEPTANCE OF §8  
DECLARATION AND §9 RENEWAL  
MAILING DATE: Jul 23, 2010**

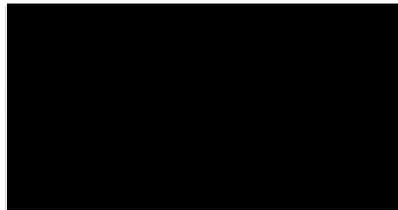
The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force. For further information about this notice, visit our website at: <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

**REG NUMBER: 2340290**  
**MARK: PANERAI**  
**OWNER: OFFICINE PANERAI A.G.**

Side - 2

TRADEMARK OFFICE  
KS

FIRST-CLASS  
MAIL  
U.S POSTAGE  
PAID



**Exhibit B**

**TLD Registration Policies**  
*PRIVATE & CONFIDENTIAL*

*Draft .PANERAI Domain Name Registration Policy*

*Dated May 2014*

.PANERAI Domain Name Registration Policy .....	5
Definitions & Interpretation .....	5
Registration Eligibility .....	7
Registration Terms & Conditions.....	7
Suspension, Revocation and Termination .....	9
Domain Name Registration Rules.....	9
(i) Eligibility Confirmation .....	10
(ii) Naming Convention Check .....	11
(iii) Acceptable Use Review .....	11
(iv) Registration.....	11
Renewal and Cancellation .....	12
Acceptable Use .....	12
Technical and Operational Protocols .....	13
Reserved Names .....	13
Rapid Takedown Process .....	13
Abuse Prevention and Mitigation.....	14
Abuse Point of Contact & Notices .....	14
Data & Privacy .....	15
Applicable Law & Disputes .....	15
(i) UDRP .....	15
(ii) URS .....	16
Limitation of Liability .....	16
Indemnity .....	17
General Terms and Conditions.....	17
<u>.PANERAI Launch Policies</u> .....	18
Trademark Claims Notice .....	18

## **.PANERAI Domain Name Registration Policy**

This .PANERAI Domain Name Registration Policy (the “**.PANERAI Domain Policy**”) sets out the terms and conditions governing the registration and use of domain names in the .PANERAI Top-Level Domain.

This .PANERAI Domain Policy may be updated periodically, without prior notice, so please regularly check our website to keep informed of updates. Changes will take effect on no less than fifteen (15) days’ notice. The current version can be found at *nic.panerai/policy* and was last updated in May 2014. You acknowledge that the continued registration or use of a .PANERAI domain name after any update takes effect constitutes your acceptance of the updated version. Your exclusive remedy in case of any disagreement with the current terms of this .PANERAI Domain Policy is to cancel your domain name registration in accordance with your rights under this .PANERAI Domain Policy.

### **Definitions & Interpretation**

**Abuse Point of Contact** means the .PANERAI Top-Level Domain’s abuse response team, which can be contacted at [REDACTED]

**Acceptable Use** means the standards of acceptable use set out in this .PANERAI Domain Policy.

**Affiliate** has the meaning set out in the Registry Agreement.

**Authorised Dealer Addendum** means an addendum entered into between the Brand and the Trademark Licensee expressly permitting the use of the .PANERAI domain.

**Brand** means Officine Panerai A.G. and any other Affiliate or company that owns associated intellectual property rights, trademarks and other naming rights relating to the PANERAI brand.

**.PANERAI** means the .PANERAI Top-Level Domain.

**.PANERAI Registry** means the registry operated by Registry Operator relating to the .PANERAI Top-Level Domain.

**ICANN** means the Internet Corporation for Assigned Names and Numbers.

**Identical Match** means that the domain name consists of the complete and identical textual elements of a mark. In this regard: (a) spaces contained within a mark that are either replaced by hyphens (and vice versa) or omitted; (b) only certain special characters contained within a trademark are spelled out with appropriate words describing it (“@” and “&”); (c) punctuation or special characters contained within a mark that are unable to be used in a second-level domain name may either be (i) omitted or (ii) replaced by a hyphen and still be considered Identical matches; and (d) no plural and no “marks contained” qualify for inclusion.

**Losses** means all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties.

**Registrant** (or “you or your”) means an individual or entity seeking to initiate registration of a .PANERAI domain name.

**Registrar** means Com Laude or any other registrar designated by Registry Operator from time to time.

**Registry Agreement** means the agreement entered into between ICANN and Registry Operator relating to the designation of Registry Operator as the registry operator for the .PANERAI Top-Level Domain.

**Registry Operator** (or “we” or “us”) means Richemont DNS Inc., a company incorporated in Switzerland whose place of business is at Hinterbergstrasse 22, Steinhausen 6312, Switzerland.

**Registry Services Provider** means Neustar Inc., the entity providing back-end technical and operational services for the .PANERAI Registry.

**Trademark Claims** means notice to a prospective domain name Registrant of the scope of the trademark holder’s rights whereby the prospective Registrant warrants that: (i) they have received notification that the trademark(s) is included in the Trademark Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe on the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the Registrant attesting to its non-infringement, the Registrar or the Trademark Clearinghouse will notify the trademark holders(s) of the registration.

**Trademark Clearinghouse** means a central storage repository of validated (authenticated) trademark rights-related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services.

**Trademark Licensee** has the meaning set out in Specification 13 the Registry Agreement.

**Top-Level Domain** means the final characters after the dot in a domain name; in the case of nic.panerai, this is “PANERAI”.

*Terms used in the singular or plural are merely for convenience, and shall apply mutatis mutandis, as the context may require.*

*Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.*

*References to any legislation are references to that legislation as amended, replaced or re-enacted from time to time and any subordinate legislation made under it so far as the amendment, replacement or re-enactment does not substantially change the effect of that legislation or does not adversely affect the liabilities or obligations of the parties under this .PANERAI Domain Policy.*

*All communications and information under this .PANERAI Domain Policy shall be in English.*

### **Registration Eligibility**

Eligibility to register a .PANERAI domain name, at any level, is limited to Registry Operator, its Affiliates, or its Trademark Licensees in accordance with the Domain Name Registration Rules set out below.

Registry Operator reserves the right, for any reason, to periodically verify .PANERAI domain name registration eligibility. Any determination as to such eligibility shall be made by Registry Operator in its sole discretion, and is not subject to any further appeal mechanism or reconsideration process. Registry Operator reserves the right, in its sole discretion, to suspend, cancel, revoke, or take any other action it deems necessary with respect to a .PANERAI domain name registration in the event it determines that the registration or use of such domain name violates the registration eligibility criteria. Questions about any determination by Registry Operator as to .PANERAI domain name registration eligibility should be directed to the designated Registry Operator Contact at [REDACTED]

To assist in ensuring compliance with the .PANERAI Domain Policy, “privacy” or “proxy” registrations may not be permitted in the .PANERAI Top Level Domain.

### **Registration Terms & Conditions**

By submitting a request to register a .PANERAI domain name, or by asking us to maintain or renew a .PANERAI domain name registration, you agree to the following terms and conditions:

- you have read and understood, and agree to be bound by this .PANERAI Domain Policy;
- you warrant and represent that you meet the .PANERAI domain name registration eligibility criteria. If, after registration, you no longer meet the eligibility criteria, you will notify the Registry Operator in writing;
- you warrant and represent that you are legally capable, and authorised to enter into agreements with respect to a .PANERAI domain name registration;
- you acknowledge and agree that all .PANERAI domain name registrations are, and shall irrevocably remain, the sole property of Registry Operator and that any attempted transfer, delegation, or assignment to any third party may be invalid;

- you agree that registration of a .PANERAI domain name merely provides you with a temporary, revocable, and non-transferrable licence to register that domain name, and you agree that all .PANERAI domain name registrations are made for the benefit of Registry Operator in furtherance of its goals and operating principles;
- you agree that your registration and use of a .PANERAI domain name including any related website or other online presence is subject to quality control monitoring in furtherance of the goals and operating principles of the .PANERAI Top Level Domain;
- you agree that Registry Operator's WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .PANERAI domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, including compliance with legal obligations, Registry Operator may publish these contact details publicly or provide them to third parties;
- you agree to immediately (but at least within 48 hours of any change) update your contact details by submitting a written notification to the Registry Operator and to certify their accuracy at least annually:
  - you agree that any proposed change or update to your contact details may be subject, in its discretion, to prior approval by Registry Operator;
  - Registry Operator reserves the right to periodically verify your contact details, and to suspend, cancel or revoke your domain name registration for any non-compliance with this .PANERAI Domain Policy including your obligation to provide accurate and current contact details;
  - you agree to indemnify and hold Registry Operator harmless for any communication failure due to your provision of inaccurate contact details; and
  - you understand that Registry Operator disclaims all liability for any communication failure due to your provision of inaccurate contact details;
- you understand and agree that, where relevant and in appropriate circumstances, the publicly-available WHOIS information for .PANERAI domain name registrations may reflect Registry Operator as the domain name registrant;
- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law, you recognize that doing so may carry consequences such as suspension or cancellation of your domain name registration;
- you agree that for certain aspects of the management of the .PANERAI Top-Level Domain, for example a rapid takedown process, Registry Operator may delegate certain functions to a relevant third party, such as the Registry Services Provider or Registrar;

- you agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including:
  - the Uniform Domain Name Dispute Resolution Policy (“UDRP”); the UDRP and rules are located at: <http://www.icann.org/en/help/dndr/udrp>; and
  - the Uniform Rapid Suspension system (“URS”); the URS and rules are located at: <http://newqtlds.icann.org/en/applicants/urs>.
- you agree to the applicability of any expedited suspension mechanism that may be developed by Registry Operator in particular to provide a means for rights holders to efficiently take down domain names suspected of trademark abuse such as counterfeit-related activity.

### Suspension, Revocation and Termination

You agree that Registry Operator reserves the right, in its sole discretion, to immediately at any time suspend, lock, cancel, revoke, transfer or otherwise alter, or terminate any .PANERAI domain name registration in the event that:

- Registry Operator reasonably believes that you have violated or acted inconsistently with this .PANERAI Domain Policy, or violated the rights of Registry Operator, its Affiliates, Trademark Licensees or any third party;
- You no longer fulfill the .PANERAI domain name registration eligibility criteria;
- You are in breach of the standards of Acceptable Use;
- You fail to make payment of any fees or charges;
- Registry Operator reasonably believes that counterfeit goods, or any goods and/or services that infringe any intellectual property rights are being advertised, promoted, offered or sold on a site affiliated with or otherwise resolves from the .PANERAI Top-Level Domain;
- You fail to comply with Registry Operator’s technical and operational protocols, as set out in this .PANERAI Domain Policy or as otherwise notified to you from time to time; or
- Registry Operator reasonably believes that such action is required (i) to protect the interests of Registry Operator; (ii) to comply with any laws, court or law enforcement requests, or any dispute resolution process, including ICANN-mandated rights protection mechanisms; (iii) to avoid any civil or criminal liability against Registry Operator or its Affiliates, subsidiaries, officers, directors, employees, agents, consultants, or contractors; (iv) pursuant to this .PANERAI Domain Policy; (v) to remedy any error in connection with a .PANERAI domain name registration; or (vi) as otherwise deemed necessary by Registry Operator.

### Domain Name Registration Rules

Domain name registrations in the .PANERAI Top-Level Domain follow a four-step process managed by Registry Operator: (i) Eligibility Confirmation; (ii) Naming Convention Check; (iii) Acceptable Use Review; and (iv) Registration.

.PANERAI domain name registrations are available to eligible Registrants for annual terms between one (1) and ten (10) years.

In the event Internationalized Domain Name (IDN) registrations are made available in the .PANERAI Top-Level Domain, they will be subject to the .PANERAI IDN registration pairing rules as and when they are developed.

Eligible Registrants who meet the Naming Convention Check and Acceptable Use Review will be provided a secure identification token for presentation to the Registrar as a prerequisite for the processing of any .PANERAI domain name registration or renewal (as determined appropriate by Registry Operator).

### **(i) Eligibility Confirmation**

Only Registry Operator, Registry Operator's Affiliates, or Trademark Licensees who agree to be bound by the terms of this .PANERAI Domain Policy are eligible to register or use a .PANERAI domain name. .PANERAI domain names may not under any circumstances be registered to or used by third parties other than Registry Operator, Registry Operator's Affiliates, or Trademark Licensees.

Prior to any .PANERAI domain name registration or renewal, and at any time during the registration life cycle, domain name registrations may be subject to verification by Registry Operator for compliance with this .PANERAI Domain Policy including as to the continuing compliance with the eligibility criteria.

When registering or renewing a domain name, you agree and must confirm to the reasonable satisfaction of the Registry Operator, that you will at all times comply with the following eligibility criteria:

- You are the Registry Operator, its Affiliate, or a Trademark Licensee. Where you are a Trademark Licensee, you have entered into a written Authorised Dealer Addendum in the regular course of business that expressly authorises you to register a .PANERAI domain (but that is not primarily for the purpose of obtaining a .PANERAI domain name registration);
- The second level domain is (i) identical to, or is a recognized abbreviation or acronym of, the textual elements protectable under applicable law of a registered trademark valid under applicable law in relation to which you have rights of use; (ii) in the case of a Trademark Licensee, is a recognised trading name of the Trademark Licensee to which there is proof of use; (iii) is a Reserved Name specifically reserved for use by the Registry Operator or its Affiliate or is (iv) a premium second level domain designated by the Registry Operator;
- You agree that the domain will be operated as a live platform;
- You agree that your .PANERAI domain name registration does and will at all times comply with the following requirements:
  - the .PANERAI domain name registration shall comply with the Brand's image and reputation as a luxury brand and manufacturer of prestige products of the highest technical and artistic quality;

- any website under the .PANERAI domain name will only incorporate content which relates to the Brand that has been provided by or obtained prior written approval from the Brand;
- mock ups of the webpages under the .PANERAI domain which contain content related to the Brand shall be provided to the Brand and the Registry Operator at least one (1) month before the launch date unless prior written approval waiving such deadline is obtained from the Brand and/or Registry Operator;
- any changes made to the webpages under the .PANERAI domain name which contain content related to the Brand must only be made with prior written approval from the Brand and the Registry Operator;
- you shall comply with all reasonable amendments, alterations or deletions to the website under the .PANERAI domain name as requested by the Brand and/or the Registry Operator; and
- any e-mail address or website under the .PANERAI domain name shall only advertise, promote, show, exhibit, offer or sell products of the Brand.

#### **(ii) Naming Convention Check**

.PANERAI domain names must meet the following technical conditions:

- a. must be at least 1 character and no more than 63 characters long;
- b. must contain only letters (a-z), numbers (0-9) and hyphens or a combination of these;
- c. must start and end with an alphanumeric character, not a hyphen;
- d. must not be a Reserved Name; and
- e. must not at the second-level contain a hyphen at the 3rd and 4th positions (tagged domains), unless corresponding to a valid IDN in ASCII encoding (for example “xn--ndk061n”).

#### **(iii) Acceptable Use Review**

By asking us to register or renew a .PANERAI domain name registration, you warrant and represent that your .PANERAI domain name registration does and will at all times comply with this .PANERAI Domain Policy.

In particular, your registration or renewal of a .PANERAI domain name is subject to Registry Operator’s satisfaction that the Acceptable Use standards set out below are met prior to, and at all times during, a .PANERAI domain name registration.

#### **(iv) Registration**

Provided that the .PANERAI Eligibility Confirmation, Naming Convention Check, and Acceptable Use Review are satisfied, and any associated fees paid, Registry Operator will provide a secure instruction per its internal domain management process to the Registrar to proceed with the registration or renewal of your .PANERAI domain name.

## Renewal and Cancellation

At the conclusion of the registration period for your .PANERAI domain name, unless you have instructed the Registrar otherwise, with a copy to us, prior to the expiration of your .PANERAI domain name registration, you will be deemed to ask the Registrar to renew and the Registrar will renew your .PANERAI domain name registration on the basis of an agreed standing renewal order. In the event your .PANERAI domain name registration is renewed, the Registrar will collect any applicable renewal fees from you.

If at any point prior to the registration expiration date you no longer wish to maintain your .PANERAI domain name registration, you may submit a written request by email to Registry Operator at [REDACTED] and the Registrar requesting cancellation of your registration. Please note that if you cancel your .PANERAI domain name registration, Registry Operator is under no obligation to make that domain name available for your future registration.

## Agents and Representatives

You may instruct an agent or representative to act on your behalf to register or maintain the registration of a .PANERAI domain, and all instructions from a duly authorised agent or representative shall be deemed to be given by you. We will not act on any instructions without the disclosure of a secure identification token. We are not liable for any Losses suffered in connection with our acting on these instructions.

## Acceptable Use

Registry Operator reserves the right to periodically review .PANERAI domain name registrations and uses for compliance with this .PANERAI Domain Policy. The standards of Acceptable Use include the following:

- you will not distribute malware or operate botnets, or engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or any other activity contrary to applicable law;
- you acknowledge and agree that it is your responsibility to determine whether your domain name registration does or may infringe or violate the rights of a third party or applicable law;
- your use of a .PANERAI domain will not:
  - give rise to any morally objectionable or otherwise socially questionable conduct;
  - violate any applicable laws or regulations;
  - be used in any way to harm the reputation or goals and operating principles of Registry Operator;
  - be used in connection with a criminal offence under applicable national laws or regulations or against public order or applicable ethical standards and codes;

- be used in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;
- be used for any unlawful purpose whatsoever, including fraud or terrorism;
- be used in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;
- be used in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;
- be used in any way which promotes discrimination or is likely to incite hatred;
- be used in conjunction with any political purpose; or
- be used in any way which may infringe the intellectual property rights of third parties or which promotes any unlawful act.

### Technical and Operational Protocols

By registering a .PANERAI domain name, or by asking us to maintain or renew a .PANERAI domain name registration, you agree to employ any security protocols determined by Registry Operator to be appropriate from time to time for the timepiece-related industry served by the . PANERAI Top Level Domain.

### Reserved Names

The following terms are reserved from registration by third parties:

- a. reserved terms prohibited by ICANN from availability for registration including as provided in the Registry Agreement, and in particular:
  1. the terms “example”, “www”, “rdds”, and “whois” at all levels, which at Registry Operator’s discretion shall be withheld from registration or allocated to Registry Operator; and
  2. the term “nic”, at all levels, as this term shall be allocated to Registry Operator for use in connection with the operation of the .PANERAI Top-Level Domain
- b. any term reserved by Registry Operator from time to time; or
- c. any obscene or offensive term.

### Rapid Takedown Process

In furtherance of Registry Operator’s efforts aimed at abuse prevention and mitigation, or where it appears that a .PANERAI domain name is being used to threaten the stability or security of the .PANERAI Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator may, either on its own initiative or at the request of a third party, initiate a rapid takedown process.

In the event a rapid takedown process is initiated, after assessment by Registry Operator, the Registrar may be contacted for its cooperation in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it), unless a compelling argument is provided by the Registrar to Registry Operator on which basis the

subject domain name may remain in the zone. In either event, if the Registrar has not reacted within 12 hours of Registry Operator's request, Registry Operator may place the subject domain name on "ServerHold" or any other status it deems necessary or appropriate. If Registry Operator determines that the subject domain name is being used to threaten the stability or security of the .PANERAI Top-Level Domain or is a part of a real-time investigation by law enforcement, Registry Operator reserves the right to immediately remove the subject domain name from the zone, in which case Registry Operator will inform the Registrar of such action being taken.

### **Abuse Prevention and Mitigation**

Registry Operator will not tolerate abusive or malicious conduct (including illegal or fraudulent actions, spam, phishing, pharming, distribution of malware, malicious fast flux hosting, botnets, distribution of illegal images, online sale or distribution of illegal pharmaceuticals or counterfeit products) in the .PANERAI Top-Level Domain. In addition to any monitoring Registry Operator may undertake to prevent abusive or malicious conduct, Registry Operator has established an Abuse Point of Contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .PANERAI Top-Level Domain.

In the event of any suspected abusive or malicious conduct or violation of this .PANERAI Domain Policy or any applicable laws, Registry Operator may suspend or lock your domain name registration pending resolution of any such suspected violation. Registry Operator may also initiate a rapid takedown process to handle such complaints or suspected violations.

While respecting privacy and confidentiality, Registry Operator may periodically conduct technical analyses to assess whether domain names in the .PANERAI Top-Level Domain are being used to perpetrate security threats, such as pharming, phishing, malware, or botnets; Registry Operator may provide such analysis to third parties in its sole discretion. If Registry Operator identifies security risks that pose an actual risk of harm, it will notify the Registrar and, if the Registrar does not take immediate action, Registry Operator may cancel the domain name or suspend it until the matter is resolved.

Registry Operator or its authorised service provider may remove orphan glue records (see [www.icann.org/en/committees/security/sac048.pdf](http://www.icann.org/en/committees/security/sac048.pdf)) when provided with written evidence that such records are present in connection with malicious conduct.

### **Abuse Point of Contact & Notices**

Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .PANERAI Top-Level Domain should be directed to the .PANERAI Abuse Point of Contact. Complaints may also concern WHOIS information accuracy, or concerns that a .PANERAI domain name registration is being used to facilitate or promote malware, operation of botnets, phishing, piracy, trademark or copyright infringement,

fraudulent or deceptive practices, counterfeiting or otherwise to engage in activity contrary to applicable law.

The .PANERAI Abuse Point of Contact and any other notices can be sent by e-mail to: [REDACTED] or by mail at: Registry Operator, c/o .PANERAI Registry Operator, Hinterbergstrasse 22, Steinhausen, 6312, Switzerland, or by phone as provided on registration.

## Data & Privacy

By applying to register a .PANERAI domain name, or by asking us to maintain or renew a domain name registration, you agree to our gTLD Privacy Policy found at [nic.panerai/privacy](http://nic.panerai/privacy).

You agree that Registry Operator's WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to undertake a .PANERAI domain name registration; you also agree that, pursuant to its contractual obligations to ICANN or for any reason determined appropriate in its sole discretion, Registry Operator may publish these contact details publicly or provide them to third parties.

You also agree that ICANN may conduct WHOIS verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete WHOIS data at least twice a year which may result in the Registrar contacting you to solicit accurate and complete WHOIS contact information, and that reports of such verification may be provided to third parties at the Registry Operator's sole discretion.

## Applicable Law & Disputes

This .PANERAI Domain Policy shall be governed by and construed in accordance with the laws of Switzerland, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to this .PANERAI Domain Policy, including the validity, invalidity, breach or termination thereof, shall be adjudicated or arbitrated in accordance with this .PANERAI Domain Policy.

All disputes between you and a third party concerning that third party's rights shall be handled according to the terms of the UDRP or URS (see Registration Terms & Conditions), court, or other appropriate adjudicatory system.

### (i) UDRP

By registering a .PANERAI domain name, you agree to the applicability of the Uniform Domain Name Dispute Resolution Policy (UDRP); the UDRP policy and rules are located at: <http://www.icann.org/en/help/dndr/udrp>.

The UDRP is an out-of-court dispute resolution procedure for adjudicating a claim by a third party that your registration and use of a .PANERAI domain name infringes their trademark rights, i.e., your domain name registration is identical or confusingly similar to a trademark

in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful UDRP proceeding would normally result in either the cancellation or transfer of a domain name registration to the UDRP complainant.

In the event of a UDRP decision concerning a .PANERAI domain name ordering transfer of a domain name to a UDRP complainant, any such transfer can only occur if the prevailing UDRP complainant meets all requirements of this .PANERAI Domain Policy including as to eligibility. In the event a prevailing UDRP complainant does not meet the conditions of this .PANERAI Domain Policy including as to eligibility, notwithstanding any UDRP transfer order, Registry Operator will cancel the subject domain name registration. At Registry Operator's sole discretion, such cancelled domain name registration may be placed on a "reserved" list, or may be made available for registration under the terms of this .PANERAI Domain Policy.

## (ii) URS

By registering a .PANERAI domain name, you agree to the applicability of the Uniform Rapid Suspension system (URS); the URS policy and rules are located at: <http://newgtlds.icann.org/en/applicants/urs>.

The URS is an out-of-court dispute resolution procedure similar to the UDRP for adjudicating a claim by a third party that your registration and use of a .PANERAI domain name infringes their trademark rights, i.e., your domain name registration is identical or confusingly similar to a trademark in which the third-party complainant has rights, you have no rights or legitimate interests in the domain name, and your registration and use of the domain name are in bad faith. A successful URS proceeding would result in the suspension or cancellation of your .PANERAI domain name for the duration of the registration period (with the complainant having the option of paying to extend that suspension for one year).

## Limitation of Liability

Nothing in this .PANERAI Domain Policy shall operate to exclude or limit either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent concealment; or
- any other liability which cannot be excluded or limited under applicable law.

Under no circumstances shall Registry Operator be liable to you (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) for:

- any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or
- any indirect or consequential loss or damage whatsoever arising under or in relation to this .PANERAI Domain Policy,

even if we were aware of the possibility that such loss or damage might be incurred by you.

Under no circumstances shall the total aggregate liability of Registry Operator or its Affiliates or Trademark Licensees to you (however arising) under or in relation to this .PANERAI Domain Policy, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed a sum equal to one hundred percent (100%) of the total domain name registration fees paid by you to register the domain name under which the liability of Registry Operator has arisen.

### **Indemnity**

You agree to indemnify and keep the Registry Operator and its respective Affiliates, Trademark Licensees, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all Losses which are suffered by, or are brought or threatened against, the Registry Operator and its respective Affiliates, Trademark Licensees, officers, directors, advisers, agents, employees, successors and assigns as the case may be, arising out of or in connection with use of the .PANERAI Domain Policy for:

- your breach of this .PANERAI Domain Policy; or
- any claim relating to the infringement of a third party's intellectual property rights.

### **General Terms and Conditions**

If any provision, or part of a provision, of this .PANERAI Domain Policy is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this .PANERAI Domain Policy, and the legality, validity or enforceability of the remainder of the provisions of this .PANERAI Domain Policy shall not be affected, unless otherwise required by operation of applicable law.

This .PANERAI Domain Policy constitutes the entire agreement between you and us in relation to the registration or use of your .PANERAI domain name, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

The waiver by us of a breach of any provision of this .PANERAI Domain Policy will not operate to be interpreted as a waiver of any other or subsequent breach.

## .PANERAI Launch Policies

### Trademark Claims Notice

For purposes of .PANERAI Trademark Claims, Registry Operator will recognise and honour all word marks that have been or are: (i) nationally or regionally registered; (ii) court-validated; or (iii) specifically protected by a statute or treaty in effect at the time the mark is submitted to the Clearinghouse for inclusion – for purposes of Trademark Claims no demonstration of use is required.

The Registrar will provide notice to trademark owners whose marks have been validated by the Trademark Clearinghouse where a .PANERAI domain name registration which is an exact Identical Match to their trademark is registered during the first ninety (90) days .PANERAI registration is open for general registration.

During the Trademark Claims period, an attempt to register a domain name that is an Identical Match to a Trademark Clearinghouse-validated mark will trigger a Trademark Claims Notice (see Annex). Upon a Registrant's confirmation that they have received and understand the Trademark Claims Notice, and that to the best of their knowledge the registration and use of the requested domain name will not infringe the trademark rights listed in the Trademark Claims Notice, a request for registration will be managed by Registry Operator in accordance with this .PANERAI Domain Policy. If, pursuant to this .PANERAI Domain Policy, a request to register a .PANERAI domain name which is an Identical Match to a Trademark Clearinghouse-validated mark is eligible and subsequently registered, Registry Operator or the Registrar will notify the relevant mark holders(s) of the registration.

**.PANERAI Launch Policies Annex - Trademark Claims Notice**

**TRADEMARK  
NOTICE**

[In English and the language of the registration agreement]

You have received this Trademark Notice because you have applied for a domain name which matches at least one trademark record submitted to the Trademark Clearinghouse.

YOU MAY OR MAY NOT BE ENTITLED TO REGISTER THE DOMAIN NAME DEPENDING ON YOUR INTENDED USE AND WHETHER IT IS THE SAME OR SIGNIFICANTLY OVERLAPS WITH THE TRADEMARKS LISTED BELOW. YOUR RIGHTS TO REGISTER THIS DOMAIN NAME MAY OR MAY NOT BE PROTECTED AS NONCOMMERCIAL USE OR "FAIR USE" BY THE LAWS OF YOUR COUNTRY.

Please read the trademark information below carefully, including the trademarks, jurisdictions, and goods and services for which the trademarks are registered. Please be aware that not all jurisdictions review trademark applications closely, so some of the trademark information below may exist in a national or regional registry which does not conduct a thorough or substantive review of trademark rights prior to registration. If you have questions, you may want to consult an attorney or legal expert on trademarks and intellectual property for guidance.

If you continue with this registration, you represent that, you have received and you understand this notice and to the best of your knowledge, your registration and use of the requested domain name will not infringe on the trademark rights listed below. The following [number] marks are listed in the Trademark Clearinghouse:

1. Mark: <tmNotice:markName>  
Jurisdiction: <tmNotice:jurDesc>  
Goods and Services: <tmNotice:goodsAndServices>  
International Class of Goods and Services or Equivalent if applicable:  
<tmNotice:classDesc>  
Trademark Registrant: <tmNotice:holder>  
Trademark Registrant Contact:  
<tmNotice:contact>

This domain name label has previously been found to be used or registered abusively against the following trademarks according to the referenced decisions:

Decision Number:  
UDRP Provider:

- 2 (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark Registrant:

Trademark Registrant Contact:

X (<tmNotice:claim>). Mark: Jurisdiction: Goods and Services: International Class of Goods and Services or Equivalent if applicable: Trademark  
Registrant: Trademark Registrant Contact

For more information concerning the records included in this notice, see <link to informational page>.