

Code of Conduct Exemption Request Form

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

RE: Request for Exemption from Registry Operator Code of Conduct

Travelers TLD, LLC (“Registry Operator”), in connection with the execution of the Registry Agreement for the .REDUMBRELLA TLD (the “Registry Agreement”), hereby requests an exemption from the obligations of the Registry Operator Code of Conduct set forth in Specification 9 to the Registry Agreement (the “Code of Conduct”). Pursuant to such request, Registry Operator confirms that each of the following statements is true and correct (collectively, referred to as the “Statements”):

1. All domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliate (as defined in the Registry Agreement);
2. Registry Operator does 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; and
3. Application of the Code of Conduct to the TLD is not necessary to protect the public interest for, at a minimum, the reasons set forth below.

Registry Operator is an Affiliate of Travelers Indemnity Company (“Travelers”). Travelers is a leading provider of property casualty insurance for auto, home, and business. The company offers a wide variety of insurance and surety products, as well as risk management services, to numerous types of businesses, organizations and individuals. Travelers has representatives in every U.S. state, Canada, Ireland and the United Kingdom, and more than 30,000 employees and operations in the United States and selected international markets.

The .REDUMBRELLA string is identical to the textual elements of the RED UMBRELLA trademark, registered to Travelers in the United Kingdom (UK Trademark Registration No. UK00002615760), and corresponds to Travelers’ iconic umbrella logo. Travelers also is the owner of existing generic and country-code second-level domain names directed to formatives of “RED UMBRELLA.” These domain names are registered or used by Travelers to help consumers find genuine Travelers’ sites or to protect consumers from online confusion or deception.

Travelers and Registry Operator are committed to operating the .REDUMBRELLA TLD in the public interest, in the same manner that Travelers has operated its existing online properties, both as a fundamental governing principle and as a business necessity. Although ICANN has not defined the term “public interest” in the Specification 9

context, Section 3.2.5 of the New gTLD Applicant Guidebook defines the term as acting “in the best interests of the public who use the global Internet.” As evidenced by its proposed policies for the .REDUMBRELLA TLD, Registry Operator is committed to this goal.¹ The .REDUMBRELLA TLD will be a restricted use TLD under which consumer safety and security will be paramount. As set forth in Section 18(a) of Registry Operator’s .REDUMBRELLA application:

[Travelers] will initially conduct consumer marketing, technical research along with monitoring of market trends and consumer behavior to determine the most effective and secure way for Travelers to market and provide its insurance and financial services through the TLD. During this initial research period, Travelers will not use the TLD to provide any information or services to the public, but reserves the right to use the TLD for internal purposes, including consumer and security-related testing of the TLD for later public use. After the research is completed, Travelers reserves the right to continue to use the TLD only for internal purposes; or if an adequately secure public use is desired and proven viable, to expand use of the TLD accordingly.

The proposed .redumbrella gTLD is a restricted TLD that would, if ever used with the public, serve the purpose of enhancing and expanding Travelers’ ability to one or more of the following:

- create a connected digital presence and brand experience for clients and business partners;
- deliver product and service marketing /advertising;
- facilitate secure interaction and communication with individuals and entities with whom Travelers has a business relationship;
- improve business operations;
- simplify Internet user navigation to information about Travelers products and services; and/or
- demonstrate market leadership in protecting client privacy and confidential information online; and meet future client expectations and competitive market demands.

Section 18(b) of Registry Operator’s application .REDUMBRELLA application proceeds to explain that:

The TLD, if used with the public, will further strive to be known for ensuring only Travelers or its affiliates register and control domain names in the TLD, that those domain names are securely used for Travelers-related purposes, that the Whois is thick and reliable, and that the Registry is responsive to legal rights owners. When Internet users visit a website within the TLD, they should know

¹ Travelers’ plans and commitments for operation of .REDUMBRELLA appear analogous to those plans and commitments articulated by the operators of the .AXA, .CRS, and .SEAT registries for which ICANN has approved exemptions to the Code of Conduct under Specification 9.

that Travelers will be the entity providing its world-renowned services, and that they can expect the highest level of online service and security. In all, Travelers will strive to be known as an exemplary and model domain name services citizen through the use of the TLD.

One of the most important issues for Travelers' customers and clients is security. The TLD, if used with the public, will allow Travelers more control over its online presence and thus the opportunity to provide information, goods and services to its clients and customers in a more secure and technologically advanced way and/or allow Travelers to implement technical advances that may not have been available before in a less secure environment.

In light of Registry Operator's strong commitment to security and strong desire to create a trusted namespace for visitors to reach genuine Travelers' sites containing reliable and trustworthy information,² application of the Code of Conduct to the .REDUMBRELLA TLD is not necessary to protect the public interest.

Registry Operator represents that the registration policies attached hereto as Schedule A are a true and correct copy of the Registry Operator's registration policies for the TLD. Registry Operator agrees to notify ICANN promptly in writing in the event any of the Statements has become untrue (whether before or after an exemption has been granted). Registry Operator further acknowledges and agrees that the Exemption will be void if at any time any of the Statements has become untrue.

Submitted by: [REDACTED]

Position: Chief Intellectual Property Counsel

Date Noted: August 26, 2014

Email: [REDACTED]

■ See, e.g., *Howard Cnty. v. Potomac Elec. Power Co.*, 319 Md. 511, 528, 573 A.2d 821, 830 (1990) (recognizing "public interest of providing safe and reliable electrical service to larger areas").

Schedule A

Registry Operator hereby acknowledges that the following are the true and correct registration policies for the TLD:

.REDUMBRELLA TLD REGISTRATION POLICY

This domain name registration policy sets out the terms and conditions governing the registration and use of domain names in the .REDUMBRELLA TLD. This policy may be updated periodically, without prior notice, and changes will take effect upon posting at nic.redumbrella.

1. ELIGIBILITY

Only Travelers TLD, LLC and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with the Registry Agreement where applicable) are eligible to register a Domain Name under the **.REDUMBRELLA** TLD in accordance with the Registry Rules set forth herein.

Registry reserves the right, for any reason, to verify .REDUMBRELLA domain name registration eligibility at the time of initial registration, and thereafter, including through request and inspection of appropriate documentation to verify registration eligibility. If the Registrant ceases to be eligible at any time in the future, the Registry may revoke, cancel or suspend the Domain Name registration immediately, or take any other action it deems necessary.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry (“Authorized Person”) in addition to meeting all requirements under these Registry Rules.

2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
 - a. the Domain Name is not already registered
- (ii) technical requirements;
 - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
 - b. use of characters selected from the list of supported characters as nominated by the Registry;
 - c. any additional technical requirements as required by the Registry from time to time
- (iii) compliance with all requirements under these Registry Rules including eligibility for registration.

3. OBLIGATION OF REGISTRANTS

By submitting a request to register a .REDUMBRELLA domain name, or by asking Registry to maintain or renew a .REDUMBRELLA domain name, the Registrant agrees to be bound by the terms and conditions set forth in these Registry Rules. The Registrant’s exclusive remedy in case of any disagreement with the terms of these Registry Rules is to cancel the .REDUMBRELLA domain name registration.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time (“2013 ICANN RAA”).

The Registrant represents and warrants that:

- (i) it meets, and will continue to meet, all eligibility criteria set forth by the Registry at all times and must notify the Registry if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party, in accordance with Registry’s specific written authorization,
 - a. the Registrant must have a licensing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of the Registry Agreement; and
 - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke, cancel, or suspend the Domain Name at its sole discretion, or take any other action it deems necessary.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered, and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) it has appropriate consent and licenses to allow for publication of registration data in the WHOIS database.

4. REGISTRANT CONTACT INFORMATION

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;

- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly provided to the applicable Registrar, and no later than within one (1) month of such change.

5. REVOCATION OF DOMAIN NAMES

The Registrant acknowledges that the Registry may revoke, cancel, or suspend a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (“Prohibited Activities”):
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;
 - d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;

- g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
- h. any other illegal, inappropriate, or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with the Registry Agreement or other ICANN policies;
- (vi) where such Domain Name is designated by ICANN or Registry for non-allocation or non-activation; and
- (vii) where Registrant fails to make an applicable payment for registration, renewal or any other relevant services.

Registry has established an abuse point of contact ([REDACTED]) 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 a .REDUMBRELLA Domain Name.

6. USE OF SECOND OR THIRD LEVEL IDNS

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional Registry policy on IDNs for each language;
- (ii) meet all technical requirements for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

7. USE OF GEOGRAPHIC NAMES

All two-character labels and country and territory names will be initially reserved in accordance with Specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names.

8. RESERVED NAMES

In accordance with Article 2.6 of the Registry Agreement, Registry may from time to time establish or modify its reserve list policy and may place certain names in its reserved list:

- (i) where the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) where there is a risk of trademark infringement or where the name otherwise may cause confusion, taking into consideration the mission and purpose of the TLD; or
- (iv) where the Registry in its sole discretion decides certain names will be reserved for any reason.

Registry subsequently may allocate such reserved names in accordance with Specification 5 of the Registry Agreement.

9. ALLOCATION OF DOMAIN NAME

The Registry will register Domain Names to eligible applicants on a first-come, first-served basis in accordance with the terms and conditions set forth in these Registry Rules. The Registry will not provide pre-registration or reservation of Domain Names.

10. TERM OF REGISTRATION / RENEWAL

Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years.

Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one (1) year term unless the Registrant submits its intention not to renew the Domain Name.

11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS

Any transfer of a Domain Name between Registrants must be approved by the Registry.

12. PRIVACY AND DATA PROTECTION

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD (the "Registration Data"). The Registry will use the Registration Data only for the operation of the Registry, including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer Registration Data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with Specification 4 of the Registry Agreement.

13. WHOIS

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with Specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and

- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

Registry may implement additional WHOIS abuse mitigation tools as set forth in the Registry Agreement.

14. DISPUTE RESOLUTION

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies, and any other dispute resolution policies promulgated by Registry, in respect of all disputes in connection with a .REDUMBRELLA Domain Name.

15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

16. LIMITATION OF LIABILITY / INDEMNITY

Under no circumstances shall Registry be liable to any Registrant, whether arising from 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 a .REDUMBRELLA Domain Name, even if Registry was aware of the possibility that such loss or damage might be incurred.

Registrants agree to indemnify and keep Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns indemnified at all times from and against any and all losses that are suffered by, or are brought or threatened against, the Registry and its respective Affiliates, officers, directors, advisers, agents, employees, successors and assigns as the case may be, arising out of or in connection with use of a .REDUMBRELLA Domain Name, breach of these Registry Rules; or any claim relating to the infringement of a third party's intellectual property rights through registration or use of a .REDUMBRELLA Domain Name.

17. DEFINITIONS

Affiliate *has the same meaning as defined in Registry Agreement.*

Domain Name *means a domain name registered directly under the .REDUMBRELLA TLD or for which a request or application for registration has been filed with the Registry;*

ICANN's Dispute Policy *means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Numbers (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).*

Registrar *means an ICANN accredited registrar which enters into a Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;*

Registry *means Travelers TLD, LLC ("TRAVELERS")*

Registry Agreement *means the agreement between the Registry and ICANN;*

Registry Rules *mean:*

- (i) this Registration Policy as amended by the Registry from time to time; and*
- (ii) any rules and regulations provided and amended by the Registry from time to time.*

Registrant *means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.*