

Dominion Registries Founders Program Agreement

Background

Dominion Registries has been designated by the Internet Corporation for Assigned Names and Numbers (“ICANN”) as Registry Operator for the .Autos, .Boats, .Homes, .Motorcycles, and .Yachts Top Level Domains (TLDs). The undersigned applicant has previously submitted, or has caused to be submitted, to Dominion Registries a Founders Program Application RFP requesting the release and allocation to the Applicant of one or more Program Names. Dominion Registries has agreed to release and allocate certain Program Names to Applicant, conditioned upon and subject to Applicant’s entry into and continued compliance with the terms and conditions of this Founders Program Agreement (“Agreement”).

Definitions

The terms “we” and “us” as used herein refer to Dominion Registries, located at 150 Granby Street, Norfolk, VA 23510.

The terms "you", "Applicant", “Founder”, and “Pioneer” as used herein refer to the individual or entity that has submitted to Dominion Registries an Application for consideration under the Program and, where appropriate, the different status attained throughout the Program application process.

Terms and Conditions

1. Applicant acknowledges that Dominion has relied upon representations made in their Founders Program Application RFP.

2. Dominion Registries retains sole and exclusive discretion to determine whether to release and allocate all Program Names. Dominion Registries may choose to reject a request for a Program Name for any reason, or for no reason, and as consideration for Dominion Registries' receipt and review of the Application you hereby irrevocably waive and release any and all claims, causes of action or other complaints that you could raise against Dominion Registries or the relevant registrar in relation to the Program Names.

3. Registrant's eligibility to apply for and receive an allocation of a Program Name is subject to all terms, conditions, policies, and requirements contained in the relevant Registration Policy (see www.dominionregistries.com/policies), Registration Agreement, and this Agreement. In the event of a conflict, (i) the Registration Policy shall take precedence over the Registration Agreement and (ii) this Agreement shall take precedence over both the Registration Policy and the Registration Agreement.

4. Any Program Name(s) released and allocated to Applicant under this Agreement may not be assigned, transferred, sold, or conveyed to any third party except (i) in connection with a sale of all or substantially all assets of the Applicant and (ii) in accordance with ICANN's Inter-Registrar Transfer Policy. In such limited circumstances, and as a condition of the proposed assignment, transfer, sale or conveyance of any Program Name(s), the successor to such Program Name(s) must confirm, in writing to Dominion Registries its agreement to be bound by all terms, conditions, policies, requirements and specifications contained in the Form, the Proposal, the Registration Agreement, the Registration Policy, and this Agreement.

5. If Dominion Registries elects to release and allocate any Program Name(s) to Applicant, Applicant will concurrently with execution of this Agreement pay Dominion Registries the Program Name Fee(s) set forth herein on Schedule A.

6. Applicant will be required to register such Program Name(s) through an accredited registrar and, in addition to the fees due to Dominion Registries under this Agreement, Applicant will be solely responsible for all domain name registration fees to the registrar or ICANN in connection with Applicant's registration of any Program Name(s). Program Name(s) will not be allocated to Applicant until all fees due to Dominion Registries as noted in Schedule A have been received.

7. With the exception of any ICANN mandated name selection criteria, any additional name selection criteria (including without limitation as set forth in Section 4 of the relevant Registration Policy) is hereby waived with respect to the Program Name(s) released and allocated hereunder. This provision shall have no impact on the Eligibility Requirements set forth in the relevant Registration Policy.

8. Dominion Registries will promote Program Name(s) as set forth in Exhibit 1.

9. All Program Name(s) released and allocated to Applicant hereunder must be used in a meaningful way, as set forth in Exhibit 2. Upon any failure by Applicant to comply with (or to cause or maintain compliance with) any of the conditions set forth in Exhibit 2, Dominion Registries may revoke the applicable Program Name(s) and cancel Applicant's registration thereof. Any such revocation will be without liability of any kind or nature to Dominion Registries and will not entitle Applicant to any refund (in whole or in part) of any registration or other fees previously paid for such Program Name(s).

10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any disputes under this Agreement shall be brought exclusively in, and the parties hereby consent to the exclusive jurisdiction of, any state or federal court located in Norfolk, Virginia. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF ANY OF THE PARTIES HERETO IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. No changes, amendments or modifications to this Agreement shall be binding unless set forth in a writing duly executed by the parties. If any provision of this Agreement is held invalid or unenforceable for any reason, whether by ICANN or otherwise, such provision shall be deemed to apply only to the minimum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. This Agreement, together with the applicable Application(s) submitted to Dominion Registries by the Applicant, constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, but both of which, taken together, shall constitute one and the same instrument.

FOR DOMINION REGISTRIES

Signature: _____

Name: Jim Schrand

Title: Director Corporate Strategy

Organization: Dominion Registries

Address:
150 Granby Street
Norfolk, VA 23510

Date: _____

FOR APPLICANT

Signature: _____

Name: _____

Title: _____

Organization: _____

Address:

Date: _____

Schedule A: Fees

Domain Name	Acquisition Fee	Registration Fee¹	Renewal Fee¹

¹ Registration and renewal fees set by registrar.

Exhibit 1: Commitments of Dominion Registries

Dominion Registries is committed to the promotion of your Founder project and website. This promotion may occur in various places within your target industry and within the digital communities of advertising, search, marketing and domain name industries. Our goals are to fully support our Founders and projects with their promotion in as many ways possible and where relevant.

- Dominion agrees to promote your Founder website; image, website address and link on the related Dominion Registry website. We will promote your brand as an innovator, an industry leader online, a first mover in building an industry-safe, online community providing only authentic, quality content for consumers – verified and fraud free.
- Your Founder website may be promoted across Dominion's brands – wherever possible and relevant.
- Dominion Registries may create case studies of your Founder project and promote at events, showcasing your Founder story.
- Dominion may use your Founder story in videos, online advertising, press releases, social media, published articles and other venues if appropriate.
- Dominion will also provide you with opportunities to share your Founder story when requested by the press, events, speaking engagements, etc.
- Your Founder website will be considered for a feature placement on the home page of the www.DominionRegistries.com.
- Your Founder website may be promoted on Dominion Registries blog posts, social media channels or other articles on relevant Dominion brand properties.
- Your Founder website may be promoted in printed collateral for Dominion.

Exhibit 2: Commitments of the Founder

- The Founder agrees to have a website for the approved domain name set up and viewable publicly by Internet users within 30 days of execution of this Agreement with, at minimum, a professional looking landing page including information and a preview of the proposed content in development.
- The Founder agrees to launch the new website in its complete version, with the understanding that websites continue to develop over time with additional content added.
- All such promotions must visibly or audibly use the full domain name including the “www” portion of the name (e.g., www.Amazing.Yachts) so as to maximize the public awareness of the new domain name extension in association with a complete website address.
- The website will resolve at the primary, designated domain name agreed to with the Founder and cannot be redirected to another website address without the express written approval by Dominion Registries.
- The website and services must remain live, updated, and maintained in a compliant manner according to registry policies for the duration of the domain name’s registration under Founder.
- The Founder agrees to allow Dominion to use their name, logo and site for promotional purposes.