



## REGISTRATION AGREEMENT

DOT DM Corporation

Commonwealth of Dominica ccTLD (.dm)

Last Modified: 1 June 2010 V1.0

This **REGISTRATION AGREEMENT** (the "Agreement") is entered into by and between the .dm domain name registrant ("Registrant") and DOT DM Corporation ("DOT DM").

### RECITALS:

- A. DOT DM has received the endorsement of both the local stakeholders in the Commonwealth of Dominica and the elected Government of the Commonwealth of Dominica as the appropriate party to manage the .dm top level domain name ("TLD").
- B. Dot DM directs the maintenance and operation of the .dm TLD Registry Database and is responsible for accreditation of Registrars to accept and process requests for registration of .dm domain names.
- C. The Registrant wishes to make an application to register ("the Application") a domain name ending in the two letter suffix .dm ("the Domain") with an accredited Registrar in the .dm ccTLD Register and hold the exclusive registration to use the Domain for the term of this Agreement.
- D. DOT DM desires to grant the Registrant an exclusive registration to use the Domain for a limited period as a .dm domain name on the Internet for all lawful purposes for which a name may be used, in accordance with the terms and conditions set forth below, .dm ccTLD Policies and any other pertinent DOTDM Rules or Policies which now exist or which DOT DM may publish in the future, upon payment of a Registration Fee.
- E. In consideration of the payment of any fee or other charges that may be specified by DOT DM or an accredited Registrar for the registration of a Domain ("Registration Fee") and the provision by the Registrant of the covenants stated in this Agreement, DOT DM grants to the Registrant the exclusive registration and use of the Domain for the term described in this Agreement subject to the Terms and Conditions set out in this Agreement.



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### TERMS AND CONDITIONS:

1. **Terms.** This Agreement, the registration rules of DOT DM as current and published at <http://www.nic.dm> and any policies published from time to time by DOT DM govern a Registrant's use of any .dm domain name (the "Domain") that is registered through an accredited registrar utilising the .dm registry.

This Agreement, the Registration Rules of DOT DM as current and published at <http://www.nic.dm> and the Policies of DOT DM apply recursively to all domains which end in the two letter suffix .dm and explain the rights and obligations that exist between DOT DM and the Registrant.

Until accepted by DOT DM, this document constitutes the Registrant's offer to DOT DM to register the Domain under the Terms and Conditions stated below.

DOT DM may accept the offer only at its principal place of business in the Commonwealth of Dominica by facilitating registration of the Domain which the Registrant has requested. By making the Application to register the Domain with an accredited registrar in the .dm ccTLD, the Registrant acknowledges that he/she has read and agrees to be bound by all terms and conditions of this Agreement, the registration rules of DOT DM as current and published at <http://www.nic.dm>, the .dm ccTLD Policies and any other relevant DOT DM rules or policies that are now, or may in the future, be published by DOT DM ("the DOT DM Policies").

The Registrant acknowledges and understands that by accepting the terms and conditions of this Agreement, it shall be bound by the registration rules and policies of DOT DM as current and published at <http://www.nic.dm> ("the DOT DM Registration Policies and Rules") or otherwise notified to the Registrant by DOT DM. DOT DM may modify this Agreement, the DOT DM Registration Rules and the DOT DM Policies from time to time, and will post at the top of the particular document the last date upon which it was modified. DOT DM is responsible for publishing DOT DM Policies applicable to the Registrant and other registrants of .dm domains on DOT DM's web site.

DOT DM will make its best commercial efforts to inform registrants of changes to DOT DM Policies via email. However, the Registrant is ultimately responsible for reviewing the DOT DM Policies on a regular basis, as updated DOT DM Policies become effective thirty (30) calendar days after the initial date of posting such revisions or modifications on DOT DM's web site and take effect on that date. The Registrant's failure to review the DOT DM Policies not less frequently than every thirty (30) days constitute a breach of this Agreement. DOT DM Policies, which the Registrant acknowledges and understands may be changed or modified by DOT DM from time to time, are incorporated into this Agreement by this reference. By the Registrant's use of its Domain following the effective date of any revision of DOT DM Policies, the Registrant agrees to be bound by such revisions to DOT DM Policies. In the event that the Registrant does not wish to be bound by an updated DOT DM Policy, the Registrant's sole remedy is to cancel its registration of the Domain by following the appropriate DOT DM Policies regarding such cancellation.

2. **Registration Fee.** The Registrant shall pay to an accredited registrar the appropriate Registration Fee applicable at the time the Registrant submits its Application. Payment of Registration Fees should be made in accordance with the requirements of the accredited registrar and DOT DM Policies effective at the time the Registrant submits such

payment. All fees paid pursuant to this Agreement are non-refundable except as provided for herein.

3. **Registrant Information.** The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the .dm ccTLD Registry in connection with registration of the Domain or otherwise ("Registrant Information") is, and will during the Term comply with the DOT DM Policies and the DOT DM Registration Rules and is and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying DOT DM immediately of a change to any such information in accordance with the appropriate DOT DM Policy relating to modifications to the Registrant Information. DOT DM reserves and may exercise the right to terminate the Registrant's registration of the Domain if (i) information provided by the Registrant to DOT DM is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. The Registrant acknowledges that a breach of this Section 4 will constitute a material breach of this Agreement which will entitle DOT DM to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to Registrant.
4. **Agents.** The Registrant understands, acknowledges and agrees that by using the Domain, the Registrant ratifies and is bound by this Agreement even if an agent (such as an Internet Service Provider, domain name retailer, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not himself/herself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. DOT DM will not cancel this Agreement, or refund any fees paid to it, because of any errors or omissions of the agent in the registration process (e.g., if such agent provides incorrect information) or because of errors or omissions in changes to the Registrant's registration of the Domain, without the Registrant's actual consent, as such apparent authority will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and DOT DM that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement.
5. **Term and Renewal Term.** The Registrant's exclusive registration of the Domain shall continue for the term specified by the Registrant in the Application or otherwise during the registration process ("the Term"). Registrant will have the right to renew its registration in accordance

with the DOT DM Policies in effect at the end of the Registrant's then current Term.

6. **Scope of Registration.** On payment of the Registration Fee and registration of the Domain the Registrant will be entitled to a licence for the exclusive use of the Domain for the Term. However, the Registrant shall not use, display, exploit, or register a Domain in any manner which may constitute illegal activity or be in contravention or violation of DOT DM Policies. The Registrant acknowledges that a breach of this Section 7 will constitute a material breach of this Agreement which will entitle DOT DM to terminate this Agreement immediately upon such breach without any refund of the Registration Fee. DOT DM may, in its sole discretion, refuse registration of the Registrant's desired Domain within thirty (30) calendar days from receipt of payment of the Registration Fee by DOT DM. In case of such refusal, DOT DM shall refund to the Registrant the applicable Registration Fee. DOT DM shall not be liable for any loss, damage, or other injury whatsoever resulting from DOT DM 's refusal to register the Registrant's desired Domain.
  
7. **Registrant Representations and Warranties.** The Registrant represents, warrants, and guarantees that:
  - (i) the Registrant understands that registration entitles the Registrant only to a licence for the use of the Domain for the Term specified and that use of the Domain may be subject to applicable Laws of the Commonwealth of Dominica and DOT DM Policies and other pertinent rules, including those concerning trademarks and other types of intellectual property;
  - (ii) to the best of the Registrant's knowledge and belief, neither the registration of the Domain nor the manner in which it is to be directly or indirectly used infringes the legal rights or intellectual property rights of a third party;
  - (iii) the Registrant understands that use of the Domain is subject to all terms and conditions of this Agreement, DOT DM Policies, and any other pertinent rule or policies now existing or which DOT DM may publish in the future and from time to time;
  - (iv) the Registrant will use, display, or exploit the Domain in good faith, and in accordance with International Law, Laws of the Commonwealth of Dominica and applicable state laws and regulations, and will not use the Domain in any way which may violate a subsisting right of DOT DM or any third party;

- (v) the information provided by the Registrant is true and accurate, and the Registrant will update said information immediately if it changes;
- (vi) the Registrant is either (a) an identifiable human individual (over the age of 18 years); or (b) a legally recognized statutory entity (such as a Limited Liability Company, Partnership, Association, Society or Proprietary Limited Company);
- (vii) the Registrant will promptly notify DOT DM of any actual or threatened proceedings brought in respect of the words used as or incorporated in the Domain whether by or against the Registrant;
- (viii) the Registrant will not, directly or indirectly, through registration or use of the Domain or otherwise:
  - (a) register a Domain for the purpose of diverting trade from another business or website;
  - (b) deliberately register as a Domain mis-spellings of another entity's personal, company or brand name in order to pass-off or trade on the business, goodwill or reputation of another;
  - (c) register a Domain and then passively hold a Domain for the purpose of preventing another from registering it; or
  - (d) grant or purport to grant a security interest or other encumbrance on or over the Domain;
- (ix) the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the DOT DM Policies for registering and using the Domain;
- (x) the Registrant has not previously submitted an application for registration of a domain name for the same Domain with another registrar where:
  - (a) the Registrant is relying on the same eligibility criteria for both domain names; and
  - (b) the Domain has previously been rejected by the other registrar;
- (xi) the Registrant acknowledges that all personal information about the Registrant which is supplied to DOT DM or an accredited registrar is held by DOT DM for the benefit of the

Commonwealth of Dominica Community and may be required to be publicly disclosed to third parties and used to maintain a public "Whois" service, provided that such disclosure is consistent with the DOT DM Policies;

- (xii) Any content, material or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilising or accessed by means of the Domain complies with the DOT DM Policies and does not constitute or contain any "prohibited content" or "potential prohibited content", including but not limited to pornographic material and images or materials that a reasonable person as a member of the Community of the Commonwealth of Dominica would consider to be obscene or indecent or any data that is or has been intentionally constructed to be manipulated into obscene or indecent images or material, whether incorporated directly into a .dm web site utilising a .dm Domain name, or made accessible via a link on a .dm Domain or website using a .dm Domain name;
- (xiii) Any person may make a complaint about any content, material, web page or URL which constitutes or contains any "prohibited content" or "potential prohibited content" within the meaning under DOT DM Policies.
- (xv) The use of the Domain and of any web page or URL accessed by or utilising the Domain will comply with the requirements of the DOT DM Policies regarding Spam;
- (xvi) Registrants of a .dm Domain Name must, as a condition of this Agreement, provide the following information to DOT DM or its accredited registrar:
  - Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself).

- If the Registrant is an organization, association, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity.
- Valid postal address of the Registrant.
- Functioning e-mail address of the Registrant.
- Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a Domain Name within the .dm ccTLD. If any Registrant Information provided during registration or subsequent modification to that information, is false, inaccurate or misleading, or conceals or omits pertinent information, DOT DM may instruct the registry to terminate, suspend or place on hold the Domain Name registration of any Registrant without notification and without refund to the Registrant; and

- (xvii) The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the Domain or other .dm domains registered by them.

8. **DOT DM Representations and Warranties.** DOT DM represents, warrants, and guarantees that:

- (i) DOT DM manages the .dm top level domain name in trust for the Commonwealth of Dominica Community;
- (ii) DOT DM has the full right, power, legal capacity, ability, and authority to enter into this Agreement, and to carry out the terms and conditions hereof notwithstanding the disclaimer below;
- (iii) DOT DM will process the Registrant's Application and consider whether to accept or reject it in accordance with the criteria laid down in this Agreement and the DOT DM Policies in force at the time of the Application;

- (iv) DOT DM will, if the Application is successful, use its reasonable endeavours to ensure that the details supplied by the Registrant are entered into and maintained in the .dm zone file; and
- (v) DOT DM will, if the Application is not accepted, notify the Registrant or its agent that the Application is not successful and the reasons why.

DOT DM 's breach or misrepresentation of these warranties shall constitute a material breach of this Agreement. In the event of such material breach by DOT DM, the Registrant's only recourse against DOT DM shall be to terminate its Agreement with DOT DM. DOT DM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TO THE MAXIMUM EXTENT POSSIBLE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. DOT DM DOES NOT GUARANTEE ANY INFORMATION PROVIDED TO THE REGISTRANT BY IT OR ITS AGENTS NOT INCORPORATED INTO THIS AGREEMENT AND, ACCORDINGLY, NO SUCH INFORMATION CREATES ANY EXPRESS OR IMPLIED WARRANTY. DOT DM'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE REGISTRANT AGREES THAT DOT DM WILL REGISTER DOMAIN NAMES ON A FIRST COME, FIRST SERVED BASIS. DOT DM DOES NOT GUARANTEE THAT ANY DOMAIN APPLIED FOR BY THE REGISTRANT WILL BE AVAILABLE OR WILL BE SUCCESSFULLY REGISTERED, AND THE REGISTRANT AGREES THAT IT DOES NOT HAVE ANY RIGHT OF OWNERSHIP OVER A REGISTERED DOMAIN.

9. **Breach.** Failure of a Registrant to abide by any provision of this Agreement or DOT DM Policies may be considered a material breach. In the event of such material breach, DOT DM may provide a written notice to the Registrant describing the breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to DOT DM that there is no breach of this Agreement or DOT DM Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to DOT DM 's satisfaction, DOT DM may cancel the Registrant's registration of and licence to use the Domain without refund and without further notice and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be deemed excused in the event that DOT DM did not act earlier in response to the breach by Registrant.
10. **Disputes Involving Registrants.** The Registrant acknowledges that DOT DM cannot, and does not, screen or otherwise review any Application for registration of the Domain to verify that the Registrant has legal rights to use a particular word or term used in the Domain. In the event

that any party disputes the Registrant's legal right to use, display, exploit, or register the Domain in any fashion, DOT DM and the Registrant shall act in accordance with and agree to be bound by DOT DM's Dispute Policy. The Registrant is strongly encouraged to, prior to applying for registration of the Domain, perform a trademark search with respect to the acronyms, words and/or phrases comprising the Domain. The Registrant will be solely liable in the event that the Registrant's use of a Domain constitutes an infringement or other violation of a third party's rights. The Registrant acknowledges that DOT DM may from time to time modify, vary, develop or implement other dispute resolution policies and the Registrant agrees to be bound by any such policy where published by DOT DM or otherwise notified to the Registrant by DOT DM.

11. **Indemnity.** The Registrant shall defend, indemnify, and hold harmless DOT DM and its officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("DOT DM Related Parties") from and against any and all claims of third parties or made by the Registrant, including, but not limited to all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable lawyers or attorneys' fees (which lawyers or attorneys shall be hired at the sole discretion of DOT DM ) and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of DOT DM's Domain registration or other services, or to the Domain itself, including the Registrant's use, display, exploitation, or registration of the Domain, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the Domain. If DOT DM is threatened by claims or suit of a third party, DOT DM may seek written assurances from the Registrant concerning the Registrant's obligation to indemnify DOT DM. Failure to provide such written assurances is a material breach of this Agreement. Failure of the Registrant to fully indemnify DOT DM in a timely manner will result in termination of the Registrant's registration to the Domain and any such termination of the Domain shall in no way prejudice DOT DM 's right to seek the indemnity by way of litigation or otherwise.
12. **Disclaimer; Limitation of Liability.** The Registrant acknowledges and agrees that, to the maximum extent possible, DOT DM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, OR THE INABILITY TO USE, THE DOMAIN, OR IN ANY OTHER WAY RELATED TO THE DOMAIN, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. ADDITIONALLY, DOT DM AND DOT DM RELATED PARTIES SHALL NOT BE LIABLE WHATSOEVER FOR ANY LOSSES OR DAMAGES

THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING", DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN. FINALLY, DOT DM IS NOT LIABLE WHATSOEVER FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE .dm TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF DOT DM HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF DOT DM MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR DOT DM'S BREACH OF THIS AGREEMENT SHALL BE, AT THE SOLE DISCRETION OF DOT DM, THE RESUPPLY OF THE GOODS OR SERVICES AGAIN, THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED OR REPLACED OR THE SERVICES SUPPLIED AGAIN, OR A REFUND OF THE REGISTRATION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT ACKNOWLEDGES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO DOT DM BY THE REGISTRANT.

13. Notices. Notices to DOT DM shall be delivered by registered or certified Mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

DOT DM Corporation  
P.O. BOX 2102  
Roseau  
Commonwealth of Dominica  
Tel: +1 767 448 1531  
Faxes may be sent to +1 767 448 5015.

Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.

14. **Governing Law / Forum Selection.** This agreement is governed by the Laws of the Commonwealth of Dominica applicable to contracts made and performed in the Commonwealth of Dominica, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the Courts of the Commonwealth of Dominica, for any and all claims or disputes arising out of, to enforce, construe, or otherwise relating to the Domain, this Agreement, or DOT DM Policies. The exclusive venue for such action shall be the Courts of the Commonwealth of Dominica. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the Laws of the Jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction.
15. **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of DOT DM and the Registrant in executing this Agreement.
16. **No Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.
17. **Full Integration.** This Agreement, together with DOT DM Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and DOT DM relating to the Domain. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or

electronic agreements between the Registrant and DOT DM relating to the Domain.

18. **Written Agreement.** This Agreement constitutes a written agreement between Registrant and DOT DM even though the Registrant's offer underlying the Agreement may be dispatched electronically, and even though DOT DM may accept this Agreement electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.
19. **Assignment.** The parties agree that DOT DM is able to assign this Agreement to a third party on prior written notice to the Registrant.
20. **Survival of Obligations.** The parties agree that clauses 7, 8, 9, 10, 11 and 12 survive the expiry or termination of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING as of the date of acceptance hereof by DOT DM (i.e., the date of registration of the Domain).