.PRESS PIONEER PROGRAM
TERMS AND CONDITIONS

These Terms and Conditions (the "Terms and Conditions") are entered into by and between Radix FZC, a company incorporated in Ras Al Khaimah, UAE with its offices at: F/19, Business Centre 1 RAK Free Trade Zone Ras Al Khaimah UAE, its subsidiary DotPress, Inc., as the Registry Operator for the .press gTLD (collectively "Radix" "DotPress" or "Registry Operator") and the Applicant for the .Press Pioneer Program ("Applicant")(collectively "the Parties" or "Parties"), through their authorized representatives, and takes effect on the date an Application is submitted by the Applicant to Registry Operator (the "Effective Date").

WHEREAS, the Registry Operator has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers (ICANN)for the right to operate the .press TLD Registry.

WHEREAS, The .Press Pioneer Program is an initiative by the Registry Operator to enable marquee journalists, newspapers, news corporations, book publishers, members of the media industry and others to secure a .press domain name, develop a website and help establish .press as a quality namespace(i.e. 'www.yourname.press' or 'www.companyname.press').

WHEREAS, the Registry Operator is accepting Applications for its .Press Pioneer's Program and agrees to be bound by these Terms and Conditions upon submission of an Application by Applicant.

WHEREAS, Applicant agrees to by bound by these Terms and Conditions upon submission of a Application to Registry Operator for the Pioneer Program.

1. **Definitions**
   1.1. "Approved Domain Name" shall mean a domain name on the .press TLD for which an Application has been submitted to the .Press Pioneer's Program by Applicant which has been accepted and assigned to Applicant by Registry Operator.
   1.2. "Associated Website" shall mean the website developed and launched by a .Press Pioneer on an Approved Domain Name as proposed in the Application. An Associated Website may be a website, a domain forward to another website, social media account or other content.
   1.3. "Confidential Information" shall mean the information specifically designated as confidential on the .Press Pioneer Program Application form (*i.e.* Applicant email address, phone number, etc.).

1.4. "License Term" shall mean the 1 year period of time which the .Press Pioneer is allowed to use the Approved Domain Name by Registry Operator as part of the Pioneer Program, starting on the date the DNS is set to the web host or forward as indicated by the Applicant. Any renewal of the License Term shall be at Registry Operator's sole discretion.

1.5. ".Press Domain Applicant(s)" or "Applicant(s)"shall mean the person(s), entity(ies) or organization(s) who/which has/have submitted a complete and accurate Application to the .Press Pioneer Program.

1.6. ".Press Domain Application" or "Application" shall mean the form required by Registry Operator to be submitted for consideration to the Pioneer Program.

1.7. ".Press Pioneer Program" or "Pioneer Program" shall mean the program for licensing a maximum of 300 .press domain names to Applicants as set forth in these Terms and Conditions.

1.8. ".Press Pioneer(s)"or "Pioneer(s)" shall mean Applicant(s) who have been licensed an Approved Domain Name by the Registry Operator under the Pioneer Program.

1.9. ".Press Premium Name(s)"shall mean those domain names designated by the Registry Operator, at any time and in its sole discretion, as higher value domain names with special pricing.

1.10. "Sunrise Period" shall mean the period of time after the launch of the .press TLD during which owners of trademarks may register a domain name containing the owned mark as specified by ICANN and Registry Policies.

2. Press Pioneer Program Details.

2.1. By submitting an Application, Applicant agrees to be bound by the Terms and Conditions and represents and warrants that he/she/it has read and understands the Terms and Conditions.

2.2. Registry Operator may make the Pioneer Program available for anyone to apply through its website at [link to be inserted later].

2.3. Registry Operator may invite individuals or entities to apply to the .Press Pioneer Program.

2.4. Invitees wishing to be considered for participation in the .Press Pioneer Program are required to submit a completed Application Form and any further required documentation. All information submitted by Applicant must be complete, truthful and correctly identify, among other items requested, the user of the site and its proposed use. Only (1) one domain name may be requested per Application.

2.5. Registry Operator will notify Applicants if a requested domain name on the .press TLD is Restricted, Reserved, Blocked, or an ineligible Trademark-protected domain name.

2.6. Registry Operator shall evaluate all Applications for compliance with the program criteria and terms and conditions and, in Registry Operator' sole discretion, assess the extent to which the Applicant will further the goals of the Pioneer Program.

2.7. Registry Operator will, in its sole discretion, select and approve Applicants that are best suited for the .Press Pioneer Program. If more than one Application is received for the same .press domain name, Registry Operator may select either Applicant as a .Press Pioneer, or no Applicant, in Registry Operator's sole discretion.

2.8. Applicants who are selected by Registry Operator may be required to agree to and execute further terms beyond these Terms and Conditions to become a .Press Pioneer.

2.9. Except for .Press Premium Names (a).Press Pioneers shall not be required to pay a domain name registration fee for the Approved Domain Name for the License Term and (b) .Press Pioneer may thereafter register any available previously Approved Domain name through a Registrar of their choice at the then current registration fee set by the Registrar.

2.10. .Press Pioneers will launch and operate the Approved Domain Name, and Associated Website in accordance with all terms and conditions of the program, however published or amended. Registry Operator shall provide reasonable notice of any policy additions, changes or amendments.

2.11. The Applicant acknowledges that an applied-for .Press Premium Domain Names may be ineligible for inclusion in the Pioneer Program. Applicant will be informed if they have applied for such a .Press Premium Name, and Registry Operator may, at Registry Operator's discretion, provide the Applicant with the applicable Premium Name pricing. Applicant may continue with application process at the Premium Pricing provided by Registry Operator at Applicant's option, or withdraw or abandon the Application.

2.12. Acceptance of. Press Pioneer Applications, selection of .Press Pioneers and domain names shall be allocated at the sole discretion of Registry Operator.

2.13. Registry Operator shall not be obligated to provide a response or notice of rejection to Applicants who's Application was not approved.

2.14. Registrant WHOIS information shall be controlled exclusively by Registry Operator and the Approved Domain Name shall be licensed to Pioneer for the limited duration, purpose and subject to all limitations included herein and in the Program

Agreement. The license does not give Pioneer any legal or equitable rights in the Approved Domain Name.

2.15. Reservation, licensing and activation of .Press Approved Domain Names will occur subsequent to the registration and allocation of Trademark protected domain names in the Sunrise Period.

2.16. .Press Pioneer Applicant acknowledges that domain name reservation and activation is subject to and subordinate to all ICANN and Registry policies.

2.17. Pioneer shall develop and launch an Associated Website on the Approved Domain Name within thirty (30) days of the close of the Sunrise Period for the TLD launch or, if approved and activated after the Sunrise Period, within thirty (30) days after the Approved Domain Name is activated by Registry Operator. Pioneer must use the Approved Domain Name consistent with the proposed use as set forth in Applicant's Application for the duration of the license term. Pioneer shall maintain the Associated Website in good working order, with unique, meaningful content, user-friendly interfaces, for the duration of the License Term.

2.18. Pioneer acknowledges that the Pioneer Program is intended, in part, to help establish the .Press registry and namespace, or any other Pioneer programs operated by Radix through its other subsidiaries, and that Pioneer shall allow and/or participate in marketing initiatives with Radix in good faith including, but not limited to: (a) the right to link to the Approved Domain Name and Associated Website; (b) the right to use Pioneer's name, likeness, trademarks, logos, and Application contents; and (c) provide endorsements for the .Press Registry as appropriate.

2.19. Pioneer agrees to make a good faith effort to display or link to the Approved Domain Name in marketing materials such as business cards, LinkedIn profiles, Facebook profiles, other social media profiles and related websites. Pioneer agrees to promote the approved domain name allocated, at least once post activation of the domain name, either through a blog post or through social media updates.

2.20. All costs and expenses incurred in connection with the Application process and/or participation in the Press Pioneer Program shall be borne exclusively by the Applicant/Pioneer. Registry Operator shall have no liability for any costs or expenses related in any way to the registration or use of the Approved Domain Name. All such expenses, if any, shall be reimbursed to Registry Operator by Applicant/Pioneer within fourteen (14) calendar days after receiving an invoice from Registry Operator.

2.21. Pioneer may not transfer, sell, assign or allow the use of any Approved Domain Name by any affiliate or third party.

2.22. Registry Operator shall not disclose Applicant's Confidential Information provided in Applicant's Application to third parties without Applicant's express written approval.

3. **Reservation of & Limitations of Rights.**

    3.1. Registry Operator is not obligated to approve any Applications or enter into Program Agreements with any Applicant. In addition, without limitation, Registry Operator reserves the right in its sole discretion, but is not obligated to: (a) request additional information or clarification regarding any Application, (b) replace an approved Applicant with another Applicant if the originally approved Applicant fails to execute a Program Agreement or if such Applicant's participation in the Program is otherwise terminated (whether before or after becoming a Pioneer), and (c) decline any or all Applications for any or no reason and to license, sell, transfer, register or otherwise convey rights in any domain name to any person or entity outside of the Program.

    3.2. Registry Operator reserves the right to suspend or terminate the Pioneer Program without due notice for any reason, including technical maintenance or any other cause making such measure necessary.

4. **Restrictions.** Approved Domain Names may not be used for any of the following purposes: (a) cyber squatting, typo-squatting or otherwise engaging in other deceptive or manipulative activities or purposes intended to benefit from misdirected or unintended internet traffic or otherwise infringe the rights of others, (b) pornography, (c) gambling, (d) content considered disparaging to the .press TLD, Registry Operator, its affiliates, subcontractors or their respective owners, officers, directors, members, managers, employees, agents, service providers and representatives, law enforcement agencies and/or (e) the promotion of violence, intolerance (regarding race, creed, religion, sexual preference, gender or political affiliation), and/or illegal activity of any kind. Registry Operator, in its sole discretion, reserves its rights to revoke Approved Domains for any other action or use by Pioneer it deems as abusive, in violation of any ICANN or Registry Operator policy, or for any other reason.

5. **Indemnification & Hold Harmless.** Applicant/Pioneer shall fully defend, indemnify and hold harmless Registry Operator, Radix and its related companies, members, officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of any dispute in relation to any Approved Domain Name or Associated Website, including but not limited to (a) any claim or alleged claim relating to any product or service of the Applicant/Pioneer or any related party; (b) any claim or alleged claim relating to

trademark infringement, copyright infringement, cybersquatting or any other intellectual property, tort or contract right; and/or (c) any breach of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein.

6. **DISCLAIMER OF WARRANTIES: REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGMENT, (B) ANY WARRANTY THAT ANY APPROVED DOMAIN OR ANY ASPECT OF THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE APPLICATION AND THE APPLICATION PROCESS) WILL MEET APPLICANT'S REQUIREMENTS, OR THAT ANY ELEMENT OF THE APPLICATION PROCESS AND/OR ACCESS TO AND USE OF ANY DOMAIN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (C) ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM PARTICIPATING IN ANY PART OF THE PROGRAM, AND (D) ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY REGISTRY OPERATOR WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL, WRITTEN OR ELECTRONIC, OBTAINED BY AN APPLICANT FROM REGISTRY OPERATOR OR THROUGH ANY REGISTRY OPERATOR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**

7. **LIMITATION OF LIABILITY: IN NO EVENT SHALL REGISTRY OPERATOR, ITS AFFILIATES, SUBCONTRACTORS OR THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, FOR ANY LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF ANY ASPECT OF THIS PROGRAM, EVEN IF REGISTRY OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REGISTRY OPERATOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM: (A) THE CONDUCT OF OR APPLICANT'S PARTICIPATION IN THE APPLICATION PROCESS; (B) DATA NON-DELIVERY OR MISDELIVERY BETWEEN THE APPLICANT AND REGISTRY OPERATOR; (C) REGISTRY OPERATOR'S PROCESSING, REVIEW, CONSIDERATION, APPROVAL AND/OR REJECTION OF APPLICANT'S APPLICATION; (D) THE PROCESSING, REGISTRATION, AND/OR LOSS OF REGISTRATION OF ANY DOMAIN; (E) USE OF ANY DOMAIN; (F) DISPUTES OVER DOMAIN NAME REGISTRATIONS, INCLUDING THE DECISION OF ANY DISPUTE RESOLUTION PROCEEDING; (G) ERRORS, OMISSIONS OR MISSTATEMENTS; AND/OR (H) EVENTS BEYOND REGISTRY**

OPERATOR'S CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, SHORTAGE OF LABOR OR MATERIALS, INCLEMENT WEATHER, INSURRECTION, TERRORISM, AND ACTS OF GOVERNMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL REGISTRY OPERATOR'S MAXIMUM LIABILITY TO ANY APPLICANT OR PIONEERIN CONNECTION WITH OR ARISING OUT OF THE PROGRAM EXCEED THE SUM OF FIFTY ($50) UNITED STATES DOLLARS.

8. **Arbitration; Choice of Law; Venue.** The Parties agree that any and all disputes arising under or in connection with these Terms and Conditions, including requests for specific performance, will be resolved through binding arbitration, only, conducted pursuant to the rules of the Singapore International Arbitration Center, which rules are hereby incorporated by reference. The arbitration will be conducted in the English language and will occur in Singapore. Any arbitration will be in front of a single arbitrator, unless the Parties agree in writing to a greater number of arbitrators. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the Parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. The Parties further agree that any judgment on a final arbitration award may be entered in any court of competent jurisdiction. Each Party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential as confidential information of such other party.

9. **Waivers.** No failure or delay on the part of Registry Operator to exercise any power, right, privilege or remedy under this Program, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Registry Operator shall not be deemed to have waived any claim relating to or arising out of the Program, or any power, right, privilege or remedy under the Terms and Conditions, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Registry Operator; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10. **Integration.** These Terms and Conditions and the Program Agreement, all ICANN Policies and Registry Operator policies incorporated therein, shall constitute the entire agreements between Registry Operator and all Applicants and Pioneers concerning the Program and

supersede any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the Pioneer Program. To the extent there is a direct conflict between Terms and Conditions or the Program Agreement and any Registry Operator policy or guideline concerning the Program, the Terms and Conditions and the Program Agreement shall control. To the extent there is a direct conflict between these Terms and Conditions and the Registry Agreement between Registry Operator and ICANN ("Registry Agreement"), the Registry Agreement shall control.

11. **Modifications, Policies & Guidelines.** Registry Operator may, but is not obligated to, issue interpretive guidelines on its website or to prospective or actual Applicants regarding the Program and the Terms and Conditions. Registry Operator may modify any aspect of the Program, including the Terms and Conditions, from time to time, such modifications will attempt to reference the Terms and Conditions or the Program Agreement paragraphs modified and take effect at the time they are published on Registry Operator's website. If any part of the Terms and Conditions are declared invalid or unenforceable for any reason, the remainder of the Terms and Conditions will be valid and enforceable as if the invalid or unenforceable part were not included therein. In addition, for any invalid or unenforceable provision these shall be substituted by suitable provision/s that, as closely as possible, represents the Registry Operator's original intent.

[Note: No signatures are required by Applicant or Registry Operator. These Terms and Conditions are enforceable upon submission of an Application by Applicant].