


.ASIA PIONEER DOMAINS PROGRAM

IDN Global Brand Pioneer Application Form

General Application Information		Inquiries: pioneers@idn.asia
Deadline for Submission: July 20, 2011		For Official Use Only:
<p>Applicants must submit one (1) electronic copy and two (2) hard copies of this Application Form. Additional attachments may be included to substantiate or demonstrate support for your proposal. Proposals must be submitted in BOTH hard copy and electronic copy before the deadline. Proposals shall be deemed to have been made on the date of mailing marked on the receipt (hard copy), and on the date the email was transmitted (electronic copy).</p>		<input type="checkbox"/> Received: <input type="checkbox"/> Accepted: <input type="checkbox"/> Deposit:
<p>NOTE: This Application Form is developed in A4 size and available in both PDF and fillable DOC formats. Please scale to print on Letter size paper if necessary.</p>		
Hard Copy Submission:	Electronic Copy Submission:	
.Asia Pioneers Commission DotAsia Organisation 15/F, 6 Knutsford Terrace, Tsim Sha Tsui, Hong Kong	globalbrand@pioneerscommission.asia	
<p>Applicant MUST include the words: "Global Brand Pioneer" in the Subject, and include the Executive Summary as text in the body of the email. DotAsia does not guarantee that network conditions are optimal. To avoid network congestions, applicants are encouraged to submit early.</p>		
<p>Acknowledgement and Acceptance of Terms and Conditions:</p> <p>Applicants are reminded that you MUST accept and agree to be bound by the Terms and Conditions upon the submission of your Proposal to DotAsia. You must check to confirm your acceptance in Section 7.1 below and sign the Applicant's Certification in Section 8.0 (for the hard copy submissions). Applicants are strongly advised to refer to the .ASIA Pioneer Domains Program Policies for complete details regarding the Pioneer Domains Program. Applications that do not comply with the requirements may be disqualified at the sole discretion of DotAsia.</p>		
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1.0	Proposed .Asia Pioneer Domain
1.1	<p>Please indicate the IDN .Asia domain name of interest.</p> <p>If you are proposing a portfolio of domain names, please include the list in 1.3 below. Please indicate the primary domain name of interest under here. All domain names of interest must be IDNs (Internationalized Domain Names).</p>
1.2	<p>Please provide details of your corresponding trademark(s).</p> <p>Provide details of the trademark registrations in each of the multiple countries and/or geographic regions that they are registered in. Indicate one or more of the trademark registrations that is registered within the DotAsia Community. You must include at least: Registered Mark itself, Registration Number, Registration Locality, Application Date, Registration Date, Registered Class (if applicable) and Nature of Entitlement (owner / co-owner / assignee). Applicants are encouraged to provide additional documentary evidence along with this Application Form, although DotAsia reserves the right to seek verification of Applicant's claimed trademark rights.</p>
1.3	<p>Include the portfolio of domain name(s) of interest here.</p> <p>If you are proposing a portfolio of domain names, please include the list below. Note that independent Marketing Commitment may be required for each proposed domain name. Details of the Marketing Commitment procurement will be included in an acknowledgement correspondence to you upon the acceptance of the proposal. All domain names of interest included must be IDNs.</p>



2.0	Executive Summary
2.1	Executive Summary (English) <p>Please provide a concise description (less than 500 words) of how you plan to use and promote the proposed IDN .Asia domain name. Highlight the key features and differentiators of the proposal. This section will be posted publicly along with the IDN .Asia domain name of interest.</p>
2.2	Executive Summary (other language OPTIONAL) <p>Proposals may be submitted in languages other than English, however, an English version of the Executive Summary must be provided above. The preferred language is English. Other languages accepted include Chinese, Japanese and Korean. Proposals submitted in languages other than English may be translated to English and DotAsia will consider the translated version. DotAsia will use reasonable efforts to evaluate proposals in these other accepted languages. Nevertheless, the Applicant is encouraged to submit an English version of the Proposal.</p>



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3.0	Business and Marketing Plan
3.1	Describe your Business Plan for utilizing the .Asia domain name.
	<p>Describe the business plan for your venture and how the IDN .Asia domain name would form an integral part of that plan. Please provide adequate level of details on the services to be provided and the proposed business model (for-profit or not-for-profit), including the revenue model and how the viability of the initiative will be sustained. Please also demonstrate your legal and technical ability to operate the proposed .Asia domain and to offer the proposed services.</p>
3.2	Please provide details of your Marketing Plan for the .Asia domain name.



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3.0 Business and Marketing Plan

A major objective of the Pioneer Domains Program is to raise the broad general awareness of live .Asia domain names. Please provide details of your initial marketing plan, including how you propose to spend the Marketing Commitment and what other activities and channels (online and offline) you will be utilizing to promote the new domain. Most importantly, please include how you would be driving traffic to .Asia domain name obtained and how you would be featuring the .Asia domain name in your promotional efforts.



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4.0	Operational Commitments and Financial Support
4.1	Please provide information on the team and resource commitments for the proposed plan.
	<p>Please indicate the level of commitment your company is willing to dedicate to the development and operation of the .Asia domain. Describe the team that is dedicated to the maintenance and development of the services proposed.</p>
4.2	Please provide demonstrable evidence of your investment to your brands.
	<p>Part of the requirement for the .Asia Global Brand Pioneers program is to demonstrate that significant capital has been invested into the development and promotion of the corresponding brand online and offline. Please provide verifiable information on previous investments into the brands relevant to the domain name(s) of interest. Furthermore please demonstrate that substantial sales resulted in goods and services associated with the mark. Applicants are encouraged to attach supplementary information along with this Application Form.</p>



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6.0 Applicant Information			
6.2 Primary Contact			
Position:		Title: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Other:	
First Name:		Middle Name / Initial:	
Last Name:			
Principal Address:			
Email:		Mobile:	
Telephone:		Facsimile:	
6.3 Secondary Contact (OPTIONAL)			
Position:		Title: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Other:	
First Name:		Middle Name / Initial:	
Last Name:			
Principal Address:			
Email:		Mobile:	
Telephone:		Facsimile:	
6.4 Additional References:			
Please indicate the registrar for which you intend to register the domain name(s) of interest through should you be selected as a .Asia Pioneer. Applicants are encouraged to provide this information, however, this is not required until the Proposal is selected.			
Registrar of Choice:			
Please provide other relevant references to support your proposal:			

7.0 Terms and Conditions	
7.1 Acknowledgement and Acceptance of Terms and Conditions	
<p>The terms "DotAsia" and "we" as used herein refer to the DotAsia Organisation Limited.</p> <p>DotAsia is the global registry for the .ASIA top level domain. DotAsia entered into an agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") as the Registry Operator and the Sponsoring Organisation for the ".ASIA" sponsored generic top-level domain. DotAsia is a not-for-profit limited-by-guarantee organisation incorporated in Hong Kong.</p> <p>Under DotAsia's agreement with ICANN, DotAsia's delegated authority includes creating policies and procedures to reserve or allocate domain names for registration on a non-first-come, first-served basis. The .Asia Pioneer Domains Program ("Program") is designed to allocate domain names based on proposals for certain domain names received by DotAsia during the Pioneers Recruitment Period ("Proposals").</p> <p>The terms "you", "Applicant", "Selected Applicant", and "Authorized Applicant" as used herein refer to all individuals and/or entities who have submitted a Proposal to us for consideration under the Pioneer Domains Program and, where appropriate, the different status attained throughout the Pioneer Domain Program application process.</p> <p>DotAsia conducts the Program, subject to the following Terms and Conditions, which may be updated and revised by us from time to time by posting the revised version at the DotAsia's Websites.</p> <p>You accept and agree to be bound by the Terms and Conditions upon your submission of your Proposal to us. If you have any questions about the Terms and Conditions, or about the Program, please contact us at pioneers@dotasia.org</p>	
<input type="checkbox"/> I hereby accept and agree to be bound by the Terms and Conditions upon the submission of this Proposal to DotAsia.	
You must check the above box to acknowledge and accept these Terms and Conditions to complete this Application Form.	



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7.0	Terms and Conditions
7.2	Proposal and Definitions
7.2.1	To take part in the Pioneer Domains Program ("Program"), .ASIA Pioneers (i.e. Applicants) are requested to submit a detailed proposal describing the business, marketing and community plans for their use of the Domain Name(s) of Interest. The Program is available for commercial as well as non-commercial initiatives. Based on the assessment of the proposal received, .ASIA Pioneers (i.e. Selected Applicants) will be selected.
7.2.2	Proposals must be submitted in accordance with these terms and conditions. Failure to comply with the instructions and/or the submission of an incomplete Proposal may result in the rejection of a Proposal. DotAsia further reserves the right to select or reject a Proposal at its sole discretion.
7.2.3	Certain elements of the Proposal, including but not limited to the Applicant's information, Domain Name(s) of Interest and the Executive Summary may be published publicly, except information in the Proposal identified by the Applicant that should remain confidential.
7.2.4	These Terms and Conditions adopt the same definitions for the defined terms contained herein as the .ASIA Pioneer Domains Program Policies document. Applicants are strongly advised to read these Terms and Conditions in conjunction with the .ASIA Pioneer Domains Program Policies document.
7.3	Objectives
7.3.1	DotAsia is committed to the long-term development of the .ASIA TLD. The Pioneer Domains Program aims to encourage active and positive usage, as well as the development of relevant and robust content for .ASIA domain names. The Program is designed to identify qualified Applicants with the best potential and capabilities to maximize the development of a Domain Name of Interest. DotAsia hopes that by providing a good foundation of active and positive usage of .ASIA domain names interest in and adoption of the .ASIA TLD will be increased.
7.3.2	DotAsia is committed to an orderly launch of the .ASIA Registry that takes into consideration the protection of existing intellectual property rights and the prevention of abusive registrations. The .ASIA Sunrise Policies are formulated to facilitate a stable and logical introduction of the .ASIA TLD. To adhere to this principle and to ensure the integrity of .ASIA's introduction, those domain names identified in Proposals received for the Program may be subject to a Challenge Process (details of which will be available on the DotAsia Websites in due course). Domain names not allocated through the Program, and not otherwise reserved based on the .ASIA Reserved Names Policies, will be released and available during Sunrise.
7.4	Process
7.4.1	Submission and Selection of a Proposal: Applicants must submit their Proposal(s) for the Domain Name(s) of Interest under the Program to DotAsia. DotAsia will have the sole discretion to select from amongst these Proposals and offer the domain names to those successful Applicants. This is one step in the process that could lead to Registration of a Domain Name of Interest. Each of the subsequent steps must be completed for an Applicant to successfully register a Domain Name of Interest.
7.4.2	Challenge Period: Selected Applicants will be subject to potential challenge by the public. Challengers of the Selected Applicant's proposed use of the Domain Name of Interest will be considered by DotAsia or a third party delegated by DotAsia. Successful challenges will result in the Selected Applicant's Proposal being declined and the charging of fees as set out in the .ASIA Pioneer Domain Program Policies.
7.4.3	Contract Negotiation: The Selected Applicant, if its Proposal was not challenged, or if the Applicant prevailed against challenges, must negotiate, agree to, and sign a Pioneer Contract with DotAsia. The Selected Applicant will then be considered an Authorized Applicant.
7.4.4	Registration: The Authorized Applicant must confirm the registration of the Offered Domain through a .ASIA Accredited Registrar. The Applicant should identify the Registrar of choice upon the submission of the Proposal (included in the Application Form). Upon the confirmation of the registration, the Domain Name of Interest will be delegated and resolve technically to the specified name servers indicated by the Authorized Applicant, and the Authorized Applicant will be deemed the Registrant of the Offered Domain(s). As a Registrant, the Authorized Applicant will be responsible for renewal of the Offered Domain(s) as well as subject to the registry policies, including being subjected to the UDRP.
7.4.5	Fulfillment of Development Commitments: The Authorized Applicant must develop the services, content and fulfil other requirements agreed to in the Pioneer Contract. Upon mutual agreement that the Authorized Applicant has fulfilled its obligations as set out in the Pioneer Contract, the Pioneer Contract may be terminated. DotAsia reserves the right, as will be articulated in the Pioneer Contract, to cancel, suspend and/or reallocate the domain name should the representations made in the Proposal not be met or were found to be false.
7.5	Submission and Format
7.5.1	Applicants must submit one (1) electronic copy and two (2) hard copies of the Proposal, separately bound and clearly labelled ".Asia Pioneer Domain Proposal" along with the appropriate Category: "Community Pioneer", "Global Brand Pioneer", "Partner Pioneer", "Celebrity Pioneer" or "Social Pioneer". Proposals must be submitted in BOTH hard copy and electronic copy within the Pioneers Recruitment Period. Hard Copy submission: Asia Pioneers Commission DotAsia Organisation 15/F, 6 Knutsford Terrace, Tsim Sha Tsui, Hong Kong Electronic Copy submission (.PDF / .DOC / .DOCX / .RTF / .HTML formats accepted) via email: community@pioneerscommission.asia For Electronic Copy submission via email, the Executive Summary MUST be included as text in the body of the email.



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7.0	Terms and Conditions
	<p>7.5.2 All Proposals shall be deemed to have been made:</p> <p>7.5.2.1 In the case of electronic copy, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or</p> <p>7.5.2.2 In the case of hard copy, on the date of mailing marked on the receipt.</p> <p>DotAsia reserves the right, in its sole discretion, to reject Proposals received after the submission deadline and/or deficient or incomplete Proposals.</p> <p>7.5.3 Applicants must complete the Pioneer Domains Program Application Form, which forms part of the Proposal. The Proposal must clearly address all the criteria and issues sought in the Application Form for the corresponding Category and with sufficient detail to enable DotAsia to make an informed assessment of the Applicant's Proposal. Where specific questions are asked, individual and factual replies must be given.</p> <p>7.5.4 The preferred language for the Proposal is English. Other languages accepted are Chinese, Japanese and Korean. The Domain Name(s) of interest must be an IDN (Internationalized Domain Names). An English version of the Executive Summary of the Proposal must be provided. Proposals submitted in languages other than English may be translated to English and DotAsia will consider the translated version. DotAsia will use reasonable efforts to evaluate proposals in these other accepted languages. Nevertheless, the Applicant is encouraged to submit an English version of the Proposal.</p> <p>7.5.5 Each copy of the Proposal must include a signed Applicant's Certification included in the Application Form. The Applicant's Certification must be signed by a person or persons with the power and authority to bind the Applicant.</p>
7.6	Marketing Commitment Deposit
	<p>7.6.1 Where required under the .ASIA Pioneer Domains Program Policies, a Marketing Commitment Deposit of US\$1,000 must be submitted with the Proposal. Community Pioneers and Global Brand Pioneers must submit the deposit via wire transfer within the time specified by DotAsia, to a bank account designated by DotAsia. Upon the receipt and acceptance of the Proposal, DotAsia shall provide the necessary information to facilitate such wire transfer. While the Marketing Commitment Deposits for Partner Pioneers may be waived at DotAsia's absolute discretion, Challenge Deposits must be made in accordance with the methods stipulated by DotAsia for a Proposal to be validly submitted. A Proposal shall be deemed incomplete and no consideration shall be given further if its Applicant fails to procure the Marketing Commitment Deposit on time and in the method specified.</p> <p>7.6.2 A US\$500 Administration Fee shall be charged to each application. This fee is non-refundable unless an Authorized Applicant registers the Domain Name of Interest with an Accredited Registrar. Furthermore, to qualify for the refund of the Administrative Fee, the Authorized Applicant must also have fulfilled its obligations under the Pioneer Contract. In such a case, the Authorized Applicant may be eligible for a full refund of the Marketing Commitment Deposit and the Administrative Fee in accordance with the .ASIA Pioneer Domains Program Policies.</p> <p>7.6.3 Financial Assistance Consideration is available to qualified Community Pioneers. The Financial Assistance Consideration request form must be submitted together with the Proposal if an Applicant wishes to make such a request. The grant of any financial assistance under the Program is at DotAsia's sole discretion, and DotAsia reserves the right to not grant assistance to any requests under Financial Assistance Consideration. Applicants whose request for Financial Assistance Consideration is unsuccessful must complete the procurement of the Marketing Commitment Deposit set out in these Terms and Conditions. Whether or not a request for financial assistance is granted, Applicants are required to make a Challenge Deposit as stipulated by DotAsia above and beyond the financial assistance given, if any.</p> <p>7.6.4 Applicants are strongly advised to refer to the .ASIA Pioneer Domains Program Policies for complete details regarding the Marketing Commitment Deposit and Challenge Deposit.</p>
7.7	Clarifications and Addenda
	<p>7.7.1 All questions, requests for clarification, and requests for additional information regarding these Terms and Conditions must be submitted in writing to:</p> <p>.Asia Pioneers Commission DotAsia Organisation 15/F, 6 Knutsford Terrace, Tsim Sha Tsui Hong Kong</p> <p>Or by email to: pioneers@idn.asia</p> <p>DotAsia, at its sole discretion, may post any question or request, in whole or in part, regarding the Program and its response on the DotAsia Websites. By submitting a question or request to DotAsia, the Applicant grants DotAsia permission to post such question or request, in whole or in part, on the DotAsia Websites. Applicants should not include any confidential or proprietary information in questions or requests. DotAsia shall not be responsible for disclosure of proprietary or confidential information contained in such questions or requests.</p> <p>7.7.2 If DotAsia determines, at its sole discretion, that a response to any question or request requires an addendum to these Terms and Conditions, it will post the addendum on the DotAsia Websites. Any such addenda shall become part of these Terms and Conditions upon posting on the DotAsia Websites. DotAsia shall not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations provided by DotAsia or its representatives regarding these Terms and Conditions, the Pioneer Domains Program, or any Proposal. Applicants are advised to check DotAsia Websites regularly for such addenda.</p>
7.8	Evaluation Process and Timeline
	<p>7.8.1 DotAsia reserves the right, at its sole discretion, to alter the schedule of proposal evaluation as it deems necessary or appropriate. Dates listed may be changed by posting on DotAsia Websites without notice to any Applicant or prospective Applicant.</p>



7.0	Terms and Conditions
	<p>7.8.2 DotAsia will assess Proposals by the following criteria area, in the order of importance:</p> <ul style="list-style-type: none"> (i) Community Value: value for the community and the .ASIA Registry in the promotion and adoption of the .ASIA domain; (ii) Business capabilities and plan: including marketing plans; (iii) Technical and financial capabilities; and, (iv) General company (or team) information. <p>7.8.3 DotAsia will commence evaluation of Proposals immediately upon receiving the Proposal and the corresponding Marketing Commitment Deposit (or Challenge Deposit). Due Applicants are encouraged to submit their Proposals early in order to allow the Pioneer Commission to give the Proposal adequate time for consideration and seek further clarifications from Applicants if necessary.</p> <p>7.8.4 Once a Proposal is selected by DotAsia and have passed through the Challenge Process, that Applicant shall be deemed a Selected Applicant. A Selected Applicant must agree to and sign DotAsia's Pioneer Contract before it attains the status of Authorized Applicant. The advancement of selected Applicants to Authorized Applicants is expected to occur before the commencement of Sunrise for the .ASIA Registry.</p> <p>7.8.5 DotAsia will use all reasonable endeavours to make the result announcement as soon as possible, however DotAsia retains the sole discretion to decide on the appropriate announcement date.</p> <p>7.8.6 Once a Selected Applicant has attained the status of an Authorized Applicant, it must confirm the registration of the Offered Domain through a .ASIA Accredited Registrar for a minimum registration period of five (5) years and at the prevailing price set by the selected Registrar.</p> <p>7.8.7 Upon the confirmation of the registration, the Authorized Applicant shall be deemed the Registrant of the Domain Name of Interest and become responsible for renewing the registration of the Domain Name of Interest after the initial registration period with the Registrant's Registrar. As a Registrant, the Authorized Applicant will also be subjected to the UDRP and other registry policies.</p>
7.9	Non-Confidentiality of Information
	<p>Any information in the Applicant's Proposal that is considered to be trade secret, privileged, or confidential commercial or financial information, or of a personal nature, should be specifically and clearly marked and identified as such. Unless appropriately marked and identified otherwise, DotAsia will assume that all Proposals and information contained therein are not confidential.</p>
7.10	Agreement to Terms and Conditions
	<p>By submitting a Proposal, the Applicant agrees to the Terms and Conditions set forth herein for the Pioneer Domains Program. For clarity, regardless of whether or not the Applicant has checked to acknowledge the acceptance of these Terms and Conditions in 7.1 above, or whether the Applicant has signed the Applicant's Certification set out in 8.0 below, the Applicant, by submitting a Proposal becomes bound by these Terms and Conditions.</p>
7.11	Applicant Obligations
	<p>7.11.1 The Applicant warrants and agrees that it is responsible for ensuring that it meets all the requirements for the Registration of a Domain Name of Interest in the .ASIA TLD, including compliance with the .ASIA Charter Eligibility Requirement Policy. A Selected Applicant must agree to and sign a Pioneer Contract before DotAsia will advance the Applicant to become an Authorized Applicant. The Pioneer Contract will incorporate the representations and information set forth in the Selected Applicant's Proposal. Therefore, any statements or representations included in the Selected Applicant's Proposal, including any supplemental material submitted by the Selected Applicant, will be contractually binding upon the signing of the Pioneer Contract between the Selected Applicant and DotAsia. A template Pioneer Contract will be made available on the DotAsia Websites in due course. Such template is for reference only and may be changed or updated in the DotAsia's sole discretion and based on the negotiation with the Applicant and the nature of the Applicant's Proposal.</p> <p>7.11.2 It is intended that the Selected Applicant should have a website for the Domain Name of Interest setup and viewable publicly by Internet users within fifteen (15) days of signing the Pioneer Contract with at least minimal information and preview of the proposed services and/or content posted. The Selected Applicant should then launch the Domain Name of Interest with the proposed services and/or content within sixty (60) days of signing the Pioneer Contract according to the schedules agreed to in the Pioneer Contract. The website and services must remain intact, live, updated, and maintained for the duration of the Pioneer Contract in line with the representations set forth in the Applicant's Proposal.</p> <p>7.11.3 Specific mutually agreed deliverables and dates will be included in the Pioneer Contract. Selected Applicants and Authorized Applicants will be prohibited from transferring the domain name to any third party without the express written approval of DotAsia, which may be given when the conditions laid out in the Pioneer Contract are completely fulfilled by the Authorized Applicant to the satisfaction of DotAsia.</p> <p>7.11.4 The Selected Applicant agrees to enter into co-marketing initiatives with DotAsia, such initiatives being related to the promotion of the Offered Domain, the Selected Applicant's website and the services described in the Proposal and offered on the Offered Domain.</p>
7.12	Reservation of Rights
	<p>7.12.1 DotAsia is not obligated to enter into a contract with any Applicant, including any Selected Applicant. DotAsia is not liable for any costs incurred by any Applicant, Selected Applicant and/or Authorized Applicant in the preparation and submission of Proposals, in the course of contract negotiation, or otherwise in connection with the Pioneer Domains Program.</p> <p>7.12.2 Without limitation, DotAsia reserves the right to:</p> <ul style="list-style-type: none"> (i) Select or accept any Proposal in its sole discretion;



7.0	Terms and Conditions
	<ul style="list-style-type: none"> (ii) Reject, decline or not accept any and all Proposals for any reason, with or without explanation; (iii) Request additional information or clarification from an Applicant regarding any Proposal (iv) Conduct investigative assessment of the Applicant's representations in a Proposal; (v) Grant or not grant Financial Assistance Consideration to any Applicant for any reason, with or without explanation; (vi) Rescind the Selection of a Proposal for any reason, with or without explanation; (vii) Cancel or rerun the Pioneer Domains Program; (viii) Remedy technical errors in these policies or in the Pioneer Domains Program; (ix) Approve or disapprove the use of particular contractors or subcontractors by an Applicant; (x) Negotiate with any, all, or none of the Applicants, including before an Applicant is deemed to be a Selected Applicant; (xi) Waive, in its sole discretion, any requirements of this Pioneer Domains Program Policies and/or consider Proposals that do not conform to the Requirements; (xii) Enter into an agreement with another Applicant if the Selected Applicant first chosen by DotAsia fails to execute a Pioneer Contract with DotAsia; and/or, (xiii) Cancel, suspend or re-appropriate the Offered Domain and release the domain or allocate it to another Applicant should the representations made in the original Selected Applicant's Proposal not be met or were found to be false. Such provisions will be further set forth within the Pioneer Contract.
7.13	<p>Disclaimer Regarding Potential Disputes</p> <p>7.13.1 The Applicant acknowledges and agrees that DotAsia makes no representations or warranties of any kind in connection with these Terms and Conditions, the Pioneer Domains Program, the Prospective Community Pioneer Domains list or the Domain Name(s) of Interest and specifically makes no guarantee to the Applicant against the possibility of:</p> <ul style="list-style-type: none"> (i) Cancel, suspend or re-appropriate the Offered Domain and release the domain or allocate it to another Applicant should the representations made in the original Selected Applicant's Proposal not be met or were found to be false. Such provisions will be further set forth within the Pioneer Contract; (ii) Objection to, or challenge of, the Registration or use of any Domain Name(s) of Interest; (iii) DotAsia's offer of a similar domain name and/or the registration and/or use of a similar domain name in .ASIA or any TLD by another Applicant or third party; and/or (iv) Registration and/or use of a similar domain name by another Applicant or third party in a manner that might compete with or cause confusion with respect to the Registration and/or use of any Domain Name(s) of Interest. <p>7.13.2 DotAsia has no obligation to independently verify if the Domain Name(s) of Interest (or any use a Registrant makes of the Domain Name(s) of Interest) infringes the legal rights of others, nor does it seek to verify if Applicants' rights to any domain name have been infringed by a third party. It is each Applicant's responsibility to protect its legal rights, investigate infringement of its rights and other's rights with respect to any Domain Name(s) of Interest. The Applicant acknowledges and agrees that it is exclusively liable for any infringements of rights and DotAsia shall not be liable towards the Applicant or any third party at all.</p> <p>7.13.3 DotAsia will provide for a Challenge Process whereby third parties may challenge the allocation of any Domain Name(s) of Interest proposed under the Program that may violate any third party intellectual property rights. A successful Challenge Process by a third party may preclude any allocation of the Domain Name(s) of Interest. Information regarding the Challenge Process and the dispute provider (Challenge Resolution Provider) to administer this process will be available on the DotAsia Websites in due course.</p>
7.14	<p>Disclaimer of Warranties</p> <p>7.14.1 With respect to the subject matter hereof, DotAsia expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Whether or not the Applicant's Proposal is selected, DotAsia and applicant enter into a Pioneer Contract, and/or applicant elects to Register said Domain Name of Interest, DotAsia makes no warranty that the Domain Name of Interest and service(s) referenced herein (including, without limitation, the Pioneer Domains Program and the related process) will meet the Applicant's requirements, or that any element of the Pioneer Domains Program and/or access to and use of the Domain Name of Interest will be uninterrupted, timely, secure, or error free; nor does DotAsia make any warranty as to the results that may be obtained from participating in any part of the Pioneer Domains Program and/or from a Domain Name of Interest or as to the accuracy or reliability of any information obtained through the DotAsia Websites. Applicant understands and agrees that any material and/or data obtained through the use of the DotAsia Websites is done at Applicant's sole discretion and risk and that Applicant will be solely responsible for any damage to Applicant's computer system or loss of data that results from the download of such material and/or data.</p> <p>7.14.2 No advice or information, whether oral or written, obtained by an Applicant from DotAsia, its staff, members, directors, consultants or representatives; or, through the DotAsia Websites shall create any warranty, expressed or implied.</p> <p>7.14.3 To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to the Applicant. In such case, the remainder of the above exclusions will continue to apply and be enforceable as if the unenforceable part were not included herein.</p>



7.0	Terms and Conditions
7.15	<p data-bbox="237 233 475 260">Disclaimer of Liability</p> <p data-bbox="237 279 1455 432">7.15.1 In no event shall DotAsia be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from or relating to the Pioneer Domains Program or the related process or resulting from any data, information, or services obtained or transactions entered into through or arising from or in connection with the Pioneer Domains Program, including, but not limited to, damages for loss of profits, use, data, or other intangibles, even if DotAsia has been advised of the possibility of such damages. Nor shall DotAsia be liable for the cost of procurement of substitute services.</p> <p data-bbox="237 447 1455 625">7.15.2 Without limiting the foregoing, DotAsia expressly disclaims any liability resulting from: the conduct of or Applicant's participation in the Pioneer Domains Program; data non-delivery or mis-delivery between the Applicant and DotAsia; processing and/or consideration of Applicant's Proposal; processing, registration, and/or loss of registration of a Domain Name of Interest; use of a Domain Name of Interest; disputes over domain name registrations, including the decision of any dispute resolution proceeding or challenge process; ruling of a court or tribunal from competent jurisdictions; errors, omissions or misstatements; and/or natural or unnatural events beyond DotAsia's control.</p> <p data-bbox="237 640 1455 793">7.15.3 To the extent allowed under statute law, the .ASIA Registry shall only be liable where the Registry's wilful misconduct is proven. In no event shall DotAsia's liability to applicant or any third party in connection with or arising from the Pioneer Domains Program or the related process exceed the amount of the Administration Fee the Applicant has paid to Dotasia pursuant to the submission of the Proposal. Such fees do not include the Marketing Commitment Deposit or Dispute Deposit. To avoid confusion, such fee shall be the US\$500 Administration Fee as described in Section 6.2 above.</p> <p data-bbox="237 808 1455 856">7.15.4 If any state or jurisdiction does not permit the limitation or limitation of certain types of liability, DotAsia's liability shall be limited to the smallest amount permitted by law.</p> <p data-bbox="237 871 1455 997">7.15.5 If any part of these Terms and Conditions is declared invalid or unenforceable for any reason, the remainder will be valid and enforceable as if the invalid or unenforceable part were not included herein. There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Terms and Conditions, taking into account all other applicable rules and policies.</p>
7.16	<p data-bbox="237 1016 349 1043">Indemnity</p> <p data-bbox="237 1062 1455 1131">The Applicant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Applicant's participation in the Program throughout the term of this Program.</p>
7.17	<p data-bbox="237 1148 358 1176">Arbitration</p> <p data-bbox="237 1194 1455 1402">Any difference, controversy or claim (whether based on contract, tort, statute, or any other legal basis) arising out of or relating to the Pioneer Domains Program or the related process (including, without limitation, the formation, existence, validity, enforceability, performance, expiration, or termination of the Pioneer Domains Program, any contract related to the Pioneer Domains Program, or the arbitration provision herein) or the products and services supplied by either party to the Pioneer Domains Program including any application for provisional or protective relief shall be finally, confidentially, and individually resolved by arbitration by three (3) arbitrators in accordance with the Rules of Arbitration then in effect of the International Court of Arbitration of the International Chamber of Commerce, or its successor; provided that these Terms and Conditions shall control if there is a conflict between it and the Rules of Arbitration. The seat of the arbitration shall be Hong Kong SAR, the People's Republic of China. The language of the arbitration shall be English, and all documentation, testimony, or other materials submitted to the arbitrators shall be in the English language.</p>
8.0	Applicant's Certification
<p data-bbox="167 1482 1438 1539">BY SIGNING BELOW, THE APPLICANT'S SUBMISSION OF A PROPOSAL SHALL BE DEEMED AN EXPRESS REPRESENTATION, WARRANTY, AND CERTIFICATION BY THE APPLICANT THAT:</p>	
<ul data-bbox="167 1564 1455 1942" style="list-style-type: none"> • The Applicant has read and understands the Terms and Conditions of the Pioneer Domains Program, investigated all aspects of the Terms and Conditions, including the .ASIA Pioneer Domains Program Policies, and is aware of the applicable facts pertaining to the Pioneer Domains Program, its procedures, and its requirements; • The Applicant has read and understands the Proposal and the Application Form and investigated all aspects of the Proposal, and is aware of the applicable facts pertaining to the Proposal, its representations, procedures, and its requirements; • All information and representations provided by the Applicant to DotAsia, including all information and representations set forth in the Proposal, are current, complete, reliable, and accurate; • The Applicant will update its Proposal in the event that it discovers any errors or that material changes occur affecting the completeness, reliability or accuracy of information contained in the Proposal; 	



.ASIA PIONEER DOMAINS PROGRAM

8.0 Applicant's Certification

- The Applicant acknowledges and agrees to all terms, conditions, and requirements contained in these Terms and Conditions, the Application Form and the Proposal;
- The Applicant is able to deliver the services and products as specified in the Proposal; and,
- The Applicant understands and acknowledges that, if its Proposal is Selected, it must agree to and sign an approved Pioneer Contract before DotAsia will advance the Applicant to be an Authorized Applicant and make appropriate arrangements for the Domain Name of Interest to be delegated and resolve technically to the specified name servers indicated by the Applicant.
- The Applicant understands and acknowledges that, before it has fulfilled the marketing commitments and other requirements stipulated in its Pioneer Contract, it will not be able to transfer the Offered Domain to a third-party without the expressed written consent of DotAsia.

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW.

Authorized By (Name):		Position:	
Organisation / Legal Name:			
Signature:			Date:
X			(DD/MM/YYYY)