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**.ASIA IDN Policies Document**

<b>Title:</b>	<b>.ASIA IDN Pioneer Domains Program Policies</b>
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<b>References:</b>	<a href="http://pioneer.domains.asia/ascii/policies.html">http://pioneer.domains.asia/ascii/policies.html</a>
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**Executive Summary**

DotAsia is committed to the long-term development of the .ASIA TLD. The Pioneer Domains Program is intended to encourage active and positive usage, as well as the development of relevant and robust content for .ASIA domain names. The Pioneer Domains Program is designed to identify qualified Applicants to maximize the development of a Domain Name of Interest. The goal in turn is to provide a good foundation of active and positive usage of .ASIA domain names, which will drive interest and adoption of the .ASIA TLD. The IDN Pioneer Domains Program is an extension of the [ASCII] Pioneer Domains Program.

DotAsia is committed to an orderly launch of the .ASIA TLD that takes into consideration the protection of the rights of others and to curb abusive registrations. The .ASIA Sunrise Policies and .ASIA IDN Sunrise Policies (<http://dot.asia/policies/DotAsia-IDN-Sunrise-Policies-COMPLETE--2011-04-19.pdf>) are established to facilitate a stable and logical introduction of the .ASIA TLD. Building on this groundwork and to ensure the integrity of the launch of the .ASIA TLD, a Challenge Process will be established against Domain Names of Interest selected from the Proposals received for the Pioneer Domains Program. Domain names not allocated in the Pioneer Domains Program, and not otherwise reserved based on the .ASIA Reserved Names Policy, will be released and available during subsequent startup phases.

The .ASIA IDN Pioneer Domains Program is organised into 5 categories:

- Community Pioneers
- Global Brand Pioneers
- Partner Pioneers
- Celebrity Pioneers
- Social Pioneers

Selected .ASIA Pioneers are expected to dedicate resources and efforts into the development of relevant services and content that provides value to the Asia community and the Internet community at large. Furthermore, .ASIA Pioneers are expected to active marketing of their products and services that feature the .ASIA domain name.

Most importantly, the IDN Pioneer Domains Program is targeted for partners of DotAsia, the community at large, celebrities, social initiatives and for brand owners who are willing to build active and relevant .ASIA websites and/or services rather than simply defensive registrations to exclude other parties from registering the name.

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## 1 Introduction

The primary mission for DotAsia is to sponsor establish and operate a regional Internet namespace with global recognition and regional significance, dedicated to the needs of the Pan-Asia and Asia Pacific Internet community. An important mandate for DotAsia is to reinvest surpluses in socio-technological advancement initiatives relevant to the Pan-Asia and Asia Pacific Internet community. The encouragement of positive usage and adoption of the .ASIA TLD is therefore a principal objective for DotAsia. The IDN Pioneer Domains Program is designed to attract the commitment by registrants to develop services and content with .ASIA IDNs.

While the .ASIA IDN Sunrise Policies are designed to provide a logical and orderly launch of IDNs under the .ASIA TLD, the IDN Pioneer Domains Program builds upon this foundation to encourage active usage and development of .ASIA domain names based on an inviting allocation process that preserves the extensive considerations given to protecting the rights of others and to curbing abusive registrations. Rather than only encouraging the registration of domain names for protection purposes during the startup of IDN registrations under the .ASIA TLD, DotAsia believes that the initial positive usage of .ASIA IDNs will be the key to a foundation that will drive interest and adoption of .ASIA domain names.

According to Appendix S in the agreement with ICANN, delegated authority of DotAsia includes the reservation and allocation of names other than on a first-come, first-served basis and the creation of policies and procedures under which such names may be registered. The .ASIA IDN

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Pioneer Domains Program is designed to allocate domain names based on proposals received by DotAsia within a corresponding IDN Pioneers Recruitment Period.

## Definitions

.ASIA Charter Eligibility Requirement Policy	Charter Eligibility Requirements mean the basic requirements to qualify as a domain registrant for the .ASIA Registry. A separate document, Charter Eligibility Requirement Policy provides further details on the subject.
.ASIA Pioneer	In general, a .ASIA Pioneer is an Applicant. More specifically, a .ASIA Pioneer is an Authorized Applicant.
.ASIA Registrar / Accredited Registrar	Accredited Registrar means an ICANN Accredited Registrar that is also Accredited for the .ASIA Registry in this document
.ASIA Registry	The ".ASIA Registry" is the TLD Registry Sponsored and operated by DotAsia Organisation Ltd. ("DotAsia"). DotAsia is a not-for-profit, limited-by-guarantee corporation incorporated in Hong Kong.
.ASIA Reserved Names Policy	The ".ASIA Reserved Names Policies" is a separate document published on the DotAsia Websites describing the policies for the compilation of reserved names for the .ASIA Registry.
.ASIA Sunrise Policies	The ".ASIA Sunrise Policies" is a separate document published on the DotAsia Websites describing the policies for the for the Sunrise launch of the .ASIA Registry.
.ASIA TLD	The ".ASIA TLD" means the Top-Level Domain string "ASIA"
Applicant	An Applicant is the entity submitting a Proposal for the Pioneer Domain Program during the Pioneers Recruitment Period.
Authorized Applicant	An Authorized Applicant is a Selected Applicant who has agreed to and signed a Pioneer Contract
Challenge Process	Challenge Process means an administrative procedure administered by a Challenge Resolution Provider that will resolve claims by intellectual property rights holders in connection with Proposals for Domain Name(s) of Interest.
Challenge Resolution Provider	DotAsia intends to engage with one or more Challenge Resolution Providers to carry out the Challenge Process for the Pioneer Domains Program.
Domain Name(s) of Interest / Pioneer Domain	The text string of the domain name, including or not including the TLD, submitted for in a Proposal
DotAsia Community	The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific

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	region ( <a href="http://www.icann.org/montreal/geo-regions-topic.htm">http://www.icann.org/montreal/geo-regions-topic.htm</a> )
DotAsia Websites	For this document, DotAsia Websites mean one or more websites operated by the DotAsia Organisation, including but not limited to special websites created for the Pioneer Domains Program ( <a href="http://pioneer.domains.asia">http://pioneer.domains.asia</a> ), the primary website for the organisation ( <a href="http://www.dotasia.org">http://www.dotasia.org</a> ) or the .ASIA Registry website ( <a href="http://www.registry.asia">http://www.registry.asia</a> )
ICANN	Internet Corporation for Assigned Names and Numbers
IDN	Internationalized Domain Names. Domain names that contain characters beyond the LDH repertoire.
Offered Domain	An Offered Domain is a domain name offered by DotAsia to a Selected Applicant.
Pioneer Contract	A contract in a form determined by DotAsia, in its sole discretion, setting forth the terms and conditions governing the allocation of Domain Name(s) of Interest to a Selected Applicant. Pioneer Contracts for each Selected Applicant may be different based on the representations in an Applicant's Proposal and other commitment requirements.
Pioneers Recruitment Period	DotAsia will publicly announce the commencement of a Pioneers Recruitment Period for each different category. The Pioneers Recruitment Period is the time period within which DotAsia will accept Proposals for a particular category of the Pioneer Domains Program.
Selected Applicant	A Selected Applicant is an Applicant whose Proposal for a Domain of Interest(s) is selected under the Program but who has not yet executed the Pioneer Contract.
Sponsoring Registrar	The Accredited Registrar for which a domain name is registered with.
TLD	Top Level Domain
UDRP	Uniform Dispute Resolution Policy means the ICANN UDRP as described in <a href="http://www.icann.org/dndr/udrp/policy.htm">http://www.icann.org/dndr/udrp/policy.htm</a>

## 1.1 Scope and Documentation

This document describes the general policies for the IDN Pioneer Domains Program. Section 2 provides a conceptual framework of the program, while section 3 introduces the different categories of IDN Pioneer Domains available for interested .ASIA Pioneers. Section 4 outlines the Challenge Process as well as other measures for curbing abusive behaviours.

Section 5 explains the Financial Assistance Considerations available for not-for-profit initiatives and other qualified Applicants. Section 6 describes the evaluation process. Finally, Section 7 includes miscellaneous considerations and disclaimers from DotAsia with regards to the program.

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Details of the Terms and Conditions, Application Requirements and contractual provisions for Applicants of the IDN Pioneer Domains Program are included in the respective documents. Schedules and deadlines for the IDN Pioneer Domains Program, including dates for the IDN Pioneers Recruitment Period, are also not included and will be announced and published publicly on the DotAsia Websites.

## 2 Conceptual Framework

The IDN Pioneer Domains Program will require prospective .ASIA Pioneers (i.e. Applicants) to submit a detailed proposal describing the business, marketing and community plans for their use of the Domain Name(s) of Interest. The Pioneer Domains 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. Further explanations on the evaluation process are included in Section 6 below.

In general there are 3 commitments sought from prospective .ASIA Pioneers (i.e. Applicants):

- Developmental commitments
- Marketing commitments
- Community contributions and commitments

Requirements for different categories of .ASIA Pioneers are included in Section 3 below.

### 2.1 Developmental Commitments

All .ASIA Pioneers must commit to and deliver on the development of relevant services and/or content for the .ASIA domain name offered (i.e. Offered Domain). Development commitments include assurances to setup and maintain an active website for the .ASIA domain name, as well as active promotion of the services and/or products offered that features the .ASIA domain. More specifically, .ASIA Pioneers pledge to launch the proposed services, content and website for the .ASIA domain within a short period of time from the delegation of the domain (i.e. the execution of a Pioneer Contract). The websites and services must also remain intact for the term of the contract.

Failure to deliver or to maintain the website and/or services will constitute a material breach of the Pioneer Contract, and may result in the repossession of the operating rights of the domain name by DotAsia. DotAsia may cancel or suspend the corresponding domain name and release or award it to another registrant. Detailed provisions will be further set forth within the Pioneer Contract between DotAsia and the .ASIA Pioneer.

### 2.2 Marketing Commitments

Besides following through with the business and marketing plan, a .ASIA Pioneer is also expected to commit a level of capital investment into promotional efforts that feature the .ASIA domain name. The financial support as well as the long-term viability of the proposed venture will be an important consideration in the evaluation process. An Applicant should show appropriate financial plans and supporting information.

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To ensure that appropriate capital is devoted to the marketing of the .ASIA domain name, a Marketing Commitment Deposit will be required. This Marketing Commitment Deposit is not intended to be an application fee and will be returned in full to selected .ASIA Pioneers who fulfil their marketing commitments. The return of the funds will be administered against documented proof of advertising and marketing attributed to the promotion of the proposed business. Such promotion must prominently feature the allocated .ASIA domain name (i.e. Offered Domain).

Different Marketing Commitment requirements will apply to different categories of .ASIA Pioneers. Further explanations on the requirements are included in Section 3 below.

The Marketing Commitment Deposit will also be held against potential challenges to an application. Further discussion on the process is included in Section 4.1 below. An administration fee will be charged for all applicants and deducted against the Marketing Commitment Deposit. For Selected Applicants who proceed through with the Pioneer Contract, the administration fee is waived and is returned against documented proof of advertising attributed to the Offered Domain, totalling to a full return of the Marketing Commitment Deposit. Further discussion on this process is described in Section 6.1 below.

## 2.3 Community Contributions & Commitments

DotAsia is committed to the long term growth of the .ASIA Registry, the evolution of the Internet and the development of the community. A .ASIA Pioneer is expected to be dedicated to the interests of the community and take a socially responsible approach to the development of the .ASIA Pioneer Domain (i.e. Offered Domain).

The Pioneer Domains Program itself is intended for both commercial as well as non-commercial initiatives. However, Applicants will be asked to provide information on their vision for ensuring dedication for a socially responsible approach for the businesses on the .ASIA Pioneer Domain, as well as to explain how the services, content or other activities of the proposal would benefit the community and/or how they would promote the development and adoption of the .ASIA domain.

## 3 Categories of Pioneer Domains

There will be 5 categories of .ASIA Pioneers:

1. Community Pioneers
2. Global Brand Pioneers
3. Partner Pioneers
4. Celebrity Pioneers
5. Social Pioneers

The basic requirements included in Section 2 above apply to all Applicants. Different additional requirements and adjustments will apply to each category, and are described below.

### 3.1 Community Pioneers

Any individual, team, business or organization satisfying the .ASIA Charter Eligibility Requirement is invited to become a .ASIA Community Pioneer. Further details are included in

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the .ASIA Charter Eligibility Requirement Policy document. In general, to be eligible for a .ASIA domain, at least one of the Domain Contacts associated with the Domain Name must be a legal entity in the DotAsia Community. The Community Pioneer Domains Program is focused on .ASIA domain names based on commonly used words and phrases, such as dictionary words, for example, “音樂.ASIA”, “貿易.ASIA”, etc. The Community Pioneer Domains Program also allows non-commercial and community interests to propose names that matches their initiatives and organisations.

Interested Pioneers must submit a proposal for the Domain Name of Interest. The proposal must describe:

1. Proposed .ASIA Pioneer Domain: The Domain Name(s) of Interest
2. Executive Summary: In the interest of openness and transparency, DotAsia will publicly post the proposed domain names and executive summaries of applications received (executive summaries will only be posted after the closing of the Pioneers Recruitment Period to avoid abusive copycat applications)
3. Business and Marketing Plan: The business plan; business model; situation and competitive analysis; marketing plan; planned services, content and/or products; and, how the plans integrate with and feature the Domain Name(s) of Interest
4. Operational Commitments and Financial Support: Operational plan; financial plans and projections; as well as background and experience of team
5. Community and Social Contributions: Corporate Social Responsibility (CSR) commitments
6. General Applicant Information

Applicants are required to make a Marketing Commitment Deposit of US\$1,000 for each Domain Name of Interest included in their proposal. As mentioned in Section 2.2 above, this is not an application fee. The full amount will be returned to successful applicants against documented proof of advertising and marketing attributed to the promotion of the proposed business. Details of the arrangement will be based on the nature and specifics of the proposal and described in the Pioneer Contract between the Applicant and DotAsia upon the selection of the Applicant’s Proposal.

Administratively, the Marketing Commitment Deposit will be returned in one lump sum upon the receipt of documented proofs providing an aggregate total above the deposit made. Further discussion on the process for returning of the deposit to unsuccessful Applicants are included in Section 6.1 below. Applicants with Proposals for non-commercial uses of the .ASIA Pioneer Domain, and who meet additional requirements and qualifications may apply for Financial Assistance Consideration. The granting of such Financial Assistance is at the sole discretion of DotAsia. Further discussion on the Financial Assistance Consideration is included in Section 5.

Potentially offensive or abusive domain names may be rejected (further discussion in Section 4).

### 3.2 Global Brand Pioneers

Through the IDN Pioneer Domains Program, DotAsia seeks to work proactively with well established brand owners to develop active and relevant .ASIA websites and services for the benefit of the community. While the .ASIA IDN Sunrise process provides comprehensive measures for trademark owners to protect their marks, the Global Brand Pioneers category of the IDN Pioneer Domains Program seeks proactive brand holders who are committed to the Asia

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market, and are looking to develop and expand its presence in the region with .Asia domains that best match their marks. The Pioneer Domains Program encourages constructive commitments by global brand owners to use and build the .ASIA domain, and to show their close affiliation and dedication to the Asia community.

In order to qualify for the Global Brand Pioneer Domains Program, a brand must have or demonstrate:

1. Trademark registrations for the brand in multiple countries and/or geographic regions, with at least one within the DotAsia Community;
2. Significant investment into the development and promotion of the corresponding brand online and offline; and,
3. Substantial sales threshold in connection with goods and services associated with the mark.

The IDN Pioneer Domains Program is not designed to replace the .ASIA IDN Sunrise process. The Global Brand Pioneer category is focused only on global brand owners who are committed to the Asia community and is willing to work with DotAsia to encourage the adoption of the .ASIA TLD. The requirements for the program is therefore different from the .ASIA IDN Sunrise Policies and brand owners who do not wish to participate in the Pioneer Domains Program may utilize the .ASIA IDN Sunrise process for brand protection purposes.

Global Brand Pioneers Applicants must submit a Proposal for the Domain Name(s) of Interest. The proposal must include:

1. Proposed .ASIA Pioneer Domain: The Domain Name(s) of Interest
2. Executive Summary: In the interest of openness and transparency, DotAsia will publicly post the proposed domain names and executive summaries of applications received
3. Business and Marketing Plan: The planned services, content and/or products that will carry and/or feature the Domain Name of Interest.
4. Operational Commitments and Financial Support: Available support from the company for developing and maintaining the Pioneer Domain, as well as the demonstrated development of the corresponding brand.
5. Community and Social Contributions: Corporate Social Responsibility (CSR) commitments
6. General Applicant Information

Applicants are also required to make a Marketing Commitment Deposit of US\$1,000 for each set of Domain Names of Interest included in their Proposal. As mentioned in Section 2.2 above, this is not an application fee. The full amount will be returned to successful applicants against documented proof of advertising and marketing attributed to the promotion of the proposed business. Details of the arrangement will be based on the nature and specifics of the proposal and described in the contract between the Applicant and DotAsia upon the selection of the Applicant's proposal.

Administratively, the Marketing Commitment Deposit will be returned in one lump sum upon the receipt of documented proofs providing an aggregate total above the deposit made. Further discussion on the process for returning the deposit to unsuccessful Applicants are included in Section 6.1 below.

### 3.3 Partner Pioneers

Service and technology partners of DotAsia are encouraged to use .ASIA domains to promote their products and services alongside the launch of the .ASIA Registry. These partners include .ASIA Accredited Registrars; DotAsia Sponsor and Co-Sponsor Members; technology

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and services providers; as well as other partners that are key collaborators in the development and promotion of the .ASIA TLD. Through the Pioneer Domains Program, DotAsia will proactively work with Partner Pioneers to promote the synergistic, positive and active usage of .ASIA domain names, which in turn encourages the adoption of the .ASIA TLD.

No Marketing Commitment Deposit is required for Partner Pioneers.

### 3.4 Celebrity Pioneers

For the purposes of this policy and the .ASIA Celebrity Pioneer Domains Program, a Celebrity Pioneer may be any prominent individual, group or team in the areas of sports, entertainment, arts, businesses, politics or other areas of human activity.

This policy will not attempt to describe a comprehensive definition for a celebrity. Nevertheless, the Pioneers Commission will evaluate: the appropriateness of the application on the Domain Name(s) of Interest; the supporting information provided by the Applicant; and, the proposed usage of the Domain Name(s) of Interest.

With regards to the supporting information provided by the Applicant, it should identify the relevant sectors of the public that has been led to associate the name, which corresponds to the Domain Name(s) of Interest, with the individual, team or group and the works it has produced. For example recorded or published works of or about the Applicant (or the celebrity represented by the Applicant), including but not limited to CDs, DVDs, books, and magazine or news articles from reputable national or international media, etc.

The Applicant may be the celebrity itself, an agent of the Applicant or an association for which the Applicant is a member of. The authorization from the celebrity should however be obtained or implied.

Interested Pioneers must submit a proposal for the Domain Name of Interest. The proposal must describe:

1. Proposed .ASIA Pioneer Domain: The Domain Name(s) of Interest
2. Celebrity Profile and Bio: Fields of prominence, existing internet presence, fan clubs, and summary of profile
3. Authorization by Named Celebrity
4. Utilization and Promotional Commitments: Indicate potential usage of Domain Name(s) of Interest and how it may be used in promotional materials
5. Community and Social Contributions: Corporate Social Responsibility (CSR) commitments
6. General Applicant Information

No Marketing Commitment Deposit is required for Celebrity Pioneers.

### 3.5 Social Pioneers

Through the Social Pioneer Domains Program, DotAsia seeks to work proactively with NGOs (Non-Government Organisations), NPOs (Non-Profit Organisations), geographical indications and other social enterprises and initiatives to develop active and relevant .ASIA websites and services for the benefit of the community. The Domain Name(s) of Interest chosen should

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correspond to the name of the group or initiative, or may correspond to the cause of the initiative. Social oriented groups that are not registered as an independent juristic entity are also invited to participate in the Social Pioneers program. Governmental organizations or holders of geographical indications may also apply as a Social Pioneer for their corresponding names.

In order to qualify for the Social Pioneer Domains Program, an initiative must provide the following information:

1. Proposed .ASIA Pioneer Domain: The Domain Name(s) of Interest
2. Cause and initiative background: Summary of the cause and mission of the initiative; information about the officers, structure and main contributors of the organisation
3. If the Domain Name(s) of Interest is derived from the cause of the group, explanation of the choice of the Domain Name(s) of Interest and how it is relevant to the group and would create value and benefit to the Asia community
4. Utilization and Promotional Commitments: Indicate potential usage of Domain Name(s) of Interest and how it may be used in promotional materials
5. Community and Social Contributions: Corporate Social Responsibility (CSR) commitments
6. General Applicant Information

No Marketing Commitment Deposit is required for Social Pioneers.

## 4 Measures for Protecting the Rights of Others

DotAsia Organisation is committed to an orderly launch of the .ASIA Registry. The IDN Pioneer Domains Program is not designed to replace nor depose the .ASIA IDN Sunrise process. Rather, it is designed to build on the solid foundation to promote active usage of .ASIA domain names without compromising the integrity of the .ASIA IDN startup process.

A comprehensive Challenge Process will be setup for intellectual property rights owners to challenge selected proposals for Pioneer Domains that may appear to infringe upon the rights of its registered marks. A general policy for declining proposals for potentially abusive content will be followed. Applicants are reminded that it is their responsibility to ensure that their applications do not infringe upon the rights of others. Even when an application is selected by the Pioneers Commission, it is still subject to the Challenge Process described below. Furthermore, the selection of an application or allocation of a domain name to any Applicant does not represent the endorsement of DotAsia that the Applicant will be exempt from or will prevail in any dispute resolution process, including but not limited to the UDRP (Uniform Dispute Resolution Policy) or the ruling of competent jurisdictions.

More specifically, domain names allocated through the Pioneer Domains Program is still subject to the UDRP regardless of whether or not a Challenge Process was ensued and what result was arrived at.

### 4.1 IDN Pioneer Domains Challenge Process

The IDN Pioneer Domains Challenge Process is intentionally designed to facilitate the mounting of a Challenge on an Application at no cost for successful challengers. Such an arrangement will also serve to further discourage abusive applications.

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The following describes the general course of the IDN Pioneer Domains Program, illustrating the provision for the IDN Pioneer Domains Challenge Period:

- Receipt of applications for IDN Pioneer Domains
- Posting of Domain Name of Interest along with corresponding executive summaries (Potential challengers are encouraged to communicate with DotAsia and the Pioneers Commission upon the identification of potentially infringing applications)
- Evaluation of IDN Pioneer Domain proposals
- Indication of preliminary selections by Pioneers Commission
- IDN Pioneer Domains Challenge Period
- Allocating / Declining of IDN Pioneer Domain applications

During the IDN Pioneer Domains Challenge Period, intellectual property rights owners may mount a Challenge to a IDN Pioneer Domain Application. The following describes the Challenge Process generally:

- Challenger submits a Challenge to an application along with supporting claims
- Challenger places a Challenge Deposit (an amount equal to the Challenge Fee)
- Challenge Resolution Provider will assess the Challenge, its claims and supporting documentations, against the Application, including its proposed business plan (the Challenge Resolution Provider may ask for further information from the Challenger and/or the Applicant in order to make an informed decision)
- Challenge Resolution Provider will make a decision on whether the Challenger or the Applicant should prevail
  - If the Challenger prevails:
    - The Challenge Deposit will be returned to the Challenger
    - The Proposal for that Domain Name of Interest will be deselected
    - The Marketing Commitment Deposit, less the Challenge Fee and Administration Fee (as described in Section 6.1), will be returned to the Applicant
  - If the Applicant prevails:
    - The Challenge Deposit will be expropriated
    - The Proposal for that Domain Name will continue to proceed

An application that prevailed in a IDN Pioneer Domains Challenge Process does not automatically pass the evaluation process for a Pioneer Domain. Other evaluation criteria will be assessed, including the requirements described in Sections 2 and 3 above. Further discussion on the evaluation process is included in Section 6 below.

The general framework for the Challenge Process will follow the ICANN Uniform Domain Name Dispute Resolution Policy (UDRP). However, instead of effecting a cancellation, transfer or otherwise changes to domain name registrations, should a Challenger prevail, the Pioneer Domain Application will be rejected and the Domain Name of Interest will not be delegated to the Selected Applicant. Details of the Challenge Process including the Challenge Deposit (i.e. the Challenge Fee) will be developed in coordination with the Challenge Resolution Provider and published online at the DotAsia Websites.

All Domain Names of Interest will be subject to the Challenge Process regardless of the Category under which it is applied.

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## 4.2 Declining of Potentially Abusive Proposals

The IDN Pioneer Domains Program is focused on promoting positive usage and adoption of .ASIA domain names that provides broad benefits to the community. For the IDN Pioneer Domains Program, proposals for .ASIA domain names (i.e. Domain Names of Interest) or business and marketing plans that contain the following elements may be declined:

- Excessive profanity
- Violence, racial intolerance, or advocate against any individual, group, or organization
- Hacking/cracking content
- Illicit drugs and drug paraphernalia
- Pornography, adult, or mature content
- Gambling or casino-related content
- Promotes illegal activity or infringes on the legal rights of others
- Deceptive or manipulative

The DotAsia Organisation believes in a diverse and open community. The above consideration is specifically developed for the IDN Pioneer Domains Program and do not apply to general registration of .ASIA domain names. Please refer to the .ASIA General Registry Policies for more information on the policies regarding the registration of .ASIA domain names. DotAsia reserves the right in its sole discretion to decline any application for the IDN Pioneer Domains Program. Further discussion on the sole discretion of selection is included in Section 7.1 below.

## 5 Financial Assistance Consideration

Applicants for Community Pioneer Domains may apply for Financial Assistance Consideration. To apply, an Applicant must complete a Financial Assistance Consideration request form and submit it along with the Proposal (Application Form). Besides other requirements described in Sections 2 and 3 above, in order to qualify for the Financial Assistance Consideration, an application must meet all of the following criteria:

- The Proposal must be non-commercial in nature and proposed by a not-for-profit organisation, OR the Proposal is submitted by a team of students or recent graduates (proposals from students or recent graduates – graduated within 2 years of the closing of the IDN Pioneers Recruitment Period – may contain commercial business models)
- The Proposal must hold remarkable potential for bringing substantial benefit to the community, especially for the Asia Internet community
- The Applicant must demonstrate decent capability to raise enough support, including operational and financial support if the Domain Name of Interest is allocated

The Applicant is required to describe and demonstrate that the above criteria are met on the Financial Assistance Consideration request. DotAsia reserves the right, in its sole discretion, to offer or reject Financial Assistance Consideration requests without providing any reason or explanation for such decision. Should a Financial Assistance Consideration request be rejected, the Applicant may continue with the process by making the full amount of the Marketing Commitment Deposit. The Applicant may also decide to forfeit or abandon the application. Abandoned or forfeited applications will not be posted publicly to avoid abusive copycat applications. Applicants who forfeit or abandon their application are encouraged to participate in the Landrush for the Domain Names of Interest.

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The Financial Assistance Consideration provides a waiver for the Marketing Commitment Deposit as well as the Administration Fee. The Applicant is still however required to make a Dispute Deposit for the amount equal to the Challenge Fee should a challenge be initiated. The Dispute Deposit will be returned in full to the Applicant if the Application was successful and the Domain Name of Interest is delegated. Requirement for the fulfilment of the marketing commitments are not required.

An application that has been granted Financial Assistance Consideration does not automatically pass the evaluation process for a Pioneer Domain, nor does it exempt the application from the Challenge Process. If the application was not selected, the Dispute Deposit will be returned to the Applicant. If the Application was challenged and the Challenger prevailed, the Dispute Deposit will be expropriated and the Application declined.

## 6 Evaluation Process

DotAsia will evaluate the quality of the proposals, capabilities of the Applicant as well as the appropriateness and direction of the subject matter to determine the allocation of the proposed .ASIA IDN Pioneer Domains. Domains that are unallocated, and are not otherwise reserved based on the .ASIA Reserved Names Policies, will be released and become available for Sunrise and subsequent startup phases.

### 6.1 Submission and Registration Process

The process of the Pioneer Domains Program, from the submission of a proposal to the registration of a domain name, can be described in the following seven (7) main stages:

1. **Submission of a Proposal:** An Applicant must submit a Proposal within the corresponding Pioneers Recruitment Period and accepted by DotAsia. DotAsia reserves the right in its sole discretion to accept or not accept any Proposal submitted. Upon accepting a Proposal, DotAsia will send an email to the Applicant with an acknowledgement and instructions for proceeding to Stage 2 of the process. These instructions will differ based on the category of Pioneer Domains and whether or not Financial Assistance Consideration was granted.
2. **Payment of a Deposit:** Based on the instructions received, An Applicant must then procure the corresponding Deposits (further descriptions of Marketing Commitment Deposit and the Challenge Deposit are described in Section 3 and 5 above). Upon confirmation of the receipt of the Deposits, the Proposal will be disseminated to the Pioneers Commission for evaluation. The evaluation process is further described in Section 6.2 below. In parallel, and upon the conclusion of the Pioneer Recruitment Period, the executive summary and the Domain Name(s) of Interest for a Proposal will be posted publicly on the DotAsia Websites (no details of the proposal will be published during the Pioneers Recruitment Period to avoid abusive copycat proposals). A non-refundable Administration Fee of US\$500 is included in the Deposit required. This Administration Fee will be waived and returned to Authorized Applicants together with the total amount of the Marketing Commitment Deposit.
3. **Selection or Rejection of a Proposal:** Based on the evaluation and recommendation from the Pioneers Commission, DotAsia will select or decline a Proposal. DotAsia reserves the right, in its sole discretion to select or not select a Proposal. Further discussion on the sole discretion of selection is included in Section 7.1 below. Upon the selection announcement of

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a Proposal by DotAsia, the Applicant is deemed to be a Selected Applicant unless a Challenge to the domain name applied for is lodged against the Applicant. This is one step in the process that could lead to the 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. If a Proposal is declined, the Applicant will be notified and the Marketing Commitment Deposit, less the Administration Fee of US\$500, returned. For Proposals where Financial Assistance Consideration was granted, the Dispute Deposit will be returned.

4. **Challenge Period:** Upon the announcement by DotAsia, the Challenge Period will commence. For Proposals that have failed the Challenge Process, the Marketing Commitment Deposit, less the Challenge Fee and less the Administration Fee of US\$500, will be returned to the Applicant. For Proposals where Financial Assistance Consideration was granted, the Challenge Deposit will be expropriated and no return will be made. At the end of the Challenge Period, DotAsia will publish a final list of Selected Applicants under the Program.
5. **Pioneer Contract:** The Selected Applicant must negotiate, agree to, and sign a Pioneer Contract. The Selected Applicant will then be deemed the Authorized Applicant. The Pioneer Contract will include the Offered Domain as well as provisions and requirements based on the Applicant's Proposal and evaluation recommendations from the Pioneers Commission that must be fulfilled by the Applicant.
6. **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 Domain Name(s) of Interest. As a Registrant, the Authorized Applicant will be responsible for renewal of the Domain Name(s) of Interest as well as subject to the registry policies, including being subjected to the UDRP.
7. **Fulfilment of Development Commitments:** The Authorized Applicant must develop the services, content and fulfil other requirements agreed to in the Approved Contract. Upon mutual agreement that the Authorized Applicant has fulfilled its obligations of the Approved Contract, the Authorized Applicant the Approved Contract may be terminated. DotAsia reserves the right, as will be articulated in the Pioneer Contract, to cancel, suspend or re-appropriate the domain name and release the domain or allocate it to another Applicant should the representations made in the Proposal not be met or were found to be false.

## 6.2 The Pioneers Commission

One or more evaluation panels will be formed and appointed by DotAsia, and collectively known as the Pioneers Commission. The Pioneers Commission is primarily tasked to evaluate Proposals received to determine whether they meet the objectives of the Pioneer Domains Program.

For the evaluation process, the Pioneers Commission will assess the following, in order of importance:

1. Community Value: value for the DotAsia community and the .ASIA Registry in the promotion of the adoption of the .ASIA domain;
2. Business capabilities and plan: including marketing plans;
3. Technical and financial capabilities; and,

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#### 4. General company (or team) information.

The Pioneers Commission is also tasked to attempt to resolve situations where more than one Applicant is proposing for the same Domain Name of Interest, and are considered to meet the objectives of the Pioneer Domains Program. The Pioneers Commission may suggest Applicants to work together to combine their proposals, determine the best (or winning) proposal or consider other methods of resolving the contention, including to recommend the declining of both Proposals or to recommend that an auction be held between Applicants.

A secondary task of the Pioneers Commission is to recommend the development commitments that should be included in the Pioneer Contract for a Selected Applicant.

## 7 Miscellaneous

### 7.1 Sole Discretion of Selection

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.

Without limitation, DotAsia reserves the right to:

- Select or accept any Proposal in its sole discretion;
- Reject, decline or not accept any and all Proposals for any reason, with or without explanation;
- Request additional information or clarification from an Applicant regarding any Proposal;
- Conduct investigative assessment of the Applicant's representations in a Proposal;
- Grant or not grant Financial Assistance Consideration to any Applicant for any reason, with or without explanation;
- Rescind the Selection of a Proposal for any reason, with or without explanation;
- Cancel or rerun the Pioneer Domains Program;
- Remedy technical errors in these policies or in the Pioneer Domains Program;
- Approve or disapprove the use of particular contractors or subcontractors by an Applicant;
- Negotiate with any, all, or none of the Applicants, including before an Applicant is deemed to be a Selected Applicant;
- Waive, in its sole discretion, any requirements of this Pioneer Domains Program Policies and/or consider Proposals that do not conform to the Requirements;
- 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,
- 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.

### 7.2 Modifications, Guidelines and Enforceability

DotAsia may issue interpretive guidelines on its website or to prospective applicants for the IDN Pioneer Domains Program regarding the provisions of these Pioneer Domains Program Policies.

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DotAsia may modify these Pioneer Domains Program Policies from time to time, which modifications will take effect at the time they are announced on the DotAsia Websites.

If any part of these IDN Pioneer Domains Program Policies is declared invalid or unenforceable for any reason, the remainder of these policies 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 IDN Pioneer Domains Program Policies, taking into account all other applicable rules and policies.

### **7.3 Limitation of Liability and Decisions by DotAsia**

To the extent allowed under mandatory law, DotAsia shall only be liable where the organisation's wilful misconduct is proven. In no event shall DotAsia be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the allocation or registration or use of a Domain Name or to the use of its software or website, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by DotAsia to allocate or not to allocate; or, reject or not to reject an Application, Applicant or Domain Name on the basis of the decisions by the Pioneers Commission, ICANN or other points of authorities, as well as the consequences of those decisions.

Applicants for IDN Pioneer Domains shall hold DotAsia harmless from claims filed or disputes initiated by third parties, and shall indemnify and compensate DotAsia for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the Proposal for or the registration or use of the Domain Name of Interest by the Applicant infringes the rights of a third party.

To the extent allowed under mandatory law, DotAsia's liability for damages shall in any case be limited to the corresponding Administration Fees collected for the relevant application by DotAsia (that is, the fees described in Section 6.1 above and collected by DotAsia for the processing of the submission of the corresponding Proposal not including any other fees charged, deposits received, revenues shared, or monies received for any other purposes). The Applicant agrees that no greater or other damages may be claimed from the DotAsia (such as, but not limited to, any fees paid to any registrar or domain registration agent, or any fees payable or paid by the Applicant or the Complainant in the context of judicial or non-judicial proceedings initiated against a decision by DotAsia to allocate or not to allocate a Domain Name). The Applicant also agrees to submit to binding arbitration for disputes arising from the Pioneer Domains Program and related allocation of domain names.

For the purposes of this Section, the term "DotAsia", "Registry" or ".ASIA Registry" also refers to the members of the DotAsia Organisation, its subcontractors, including any point of authority consulted, the Pioneers Commission, and each of their respective members, directors, agents and employees. The obligations of Sponsoring Registrars are laid out in the Registry-Registrar Agreement and shall prevail during and for purposes related to the Pioneer Domains Program.

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