

.UNO Founders Program

Terms and Conditions

Dot Latin, LLC is the Registry Operator for the .UNO top level domain (“Registry Operator”). The .UNO Founder’s Program is an initiative designed to engage early adopters, also known as “.UNO Founders,” to proactively develop and maintain domains with the .UNO extension prior to the public launch in January 2014 (the “Program”). All aspects of the Program are governed by the Terms and Conditions (as defined below).

1. DEFINITIONS

1.1 “.UNO Domain” means a domain name in the .UNO top level domain.

1.2 “.UNO Founder” means an Applicant who’s Application has been approved by Registry Operator for the Program, who has executed the Program Agreement, and who is in good standing under the Program.

1.3 “.UNO Founder Website” means a website developed by or on behalf of a .UNO Founder using the Approved Domain that was the subject of such .UNO Founder’s Application.

1.4 “**Applicant**” means any party, whether an individual or business entity, that submits an Application under the Program.

1.5 “**Application**” means the information, answers and proposals contained in the completed Application Form submitted to Registry Operator, as well as any subsequent information, correspondence or supplemental materials submitted to Registry Operator in connection therewith for the purpose of being approved by Registry Operator for participation in the Program.

1.6 “**Application Form**” means the .UNO Founder Application Form located at the following URL: <http://www.unodominio.com/founders>.

1.7 “**Application Process**” means the entire application and approval process for domain names under the Program, including, without limitation, the drafting and submission of Applications by Applicants (including any supplemental materials that may be requested by Registry Operator), any communication between an Applicant and Registry Operator relating to the Program, Registry Operator’s review, consideration, approval and rejection of Applications, and the execution of the Program Agreement.

1.8 “**Approved Domain**” means a .UNO Domain that is the subject of an Application which has been approved by Registry Operator for participation in the Program.

1.9 “**Program Agreement**” means the contract provided by Registry Operator to approved Applicants governing their use of an Approved Domain.

1.10 “**License Term**” means the period of time (typically at least 2 years) during which a .UNO Founder is permitted by Registry Operator to use an Approved Domain under the Program, as determined by Registry Operator on a case by case basis.

1.11 **“Proposed Plan”** means an Applicant’s proposed development, usage and marketing plan for a .UNO Domain as described in their Application and in any subsequent materials and correspondence provided to Registry Operator in connection therewith.

1.12 **“Registrant”** means a .UNO Founder who has successfully registered an Approved Domain with a Registrar.

1.13 **“Registrar”** means any entity accredited by Registry Operator as a registrar for .UNO Domains.

1.14 **“Registration”** means the registration of an Approved Domain by a .UNO Founder through a Registrar.

1.15 **“Terms and Conditions”** means the complete terms and conditions applicable to the Program, including those set forth in these .UNO Founders Program Terms and Conditions, in the Program Agreement, and in the Application Form, all of which may be modified by Registry Operator from time to time in its sole discretion.

2. PROGRAM OVERVIEW

The following is a brief summary of the various steps in the Program ultimately leading to Registration of an Approved Domain:

(a) Application Submission: Applicants submit completed Applications in accordance with the Terms and Conditions by December 15, 2013. By submitting an Application, Applicants agree to comply with and be bound by the Terms and Conditions.

(b) Application Review: Registry Operator reviews Applications for compliance with Program criteria and assesses the extent to which the Proposed Plan would contribute to the .UNO community in a meaningful way.

(c) Approval: Registry Operator, in its sole discretion, approves those Applications it determines are best suited for the Program.

(d) Program Agreement Execution: Approved Applicants execute the Program Agreement and become .UNO Founders, which entitles them to license their Approved Domains from Registry Operator for the relevant License Term.

(e) Site Development, Launch and Operation: .UNO Founders develop, launch and operate their .UNO Founder Websites in accordance with the Terms and Conditions.

(f) Registration: The Registry Operator, under the Registry Operator’s name, will register Approved Domains for the .UNO Founders Program for Founders that have met applicable requirements and are in good standing. At the conclusion of the License Term, the Founder is given the opportunity to register their Approved Domains, through a Registrar of their choice (standard registration fees apply), thereby they will then become the official Registrant of the relevant .UNO Domain.

3. APPLICANT AND .UNO FOUNDER OBLIGATIONS

3. All costs and expenses incurred by an Applicant in connection with the Application Process and/or participation in the Program as a .UNO Founder shall be borne exclusively by the Applicant/.UNO Founder. Registry Operator shall have no liability for any such costs or expenses or be obligated to reimburse Applicant/.UNO Founder for the same. .UNO Founders are responsible for ensuring they meet any and all applicable requirements for Registration of a .UNO Domain.

3.2 Each .UNO Founder: (a) must launch a .UNO Founder Website within thirty (30) days of the end of the Sunrise Period, (b) must immediately issue a press release announcing the signing of the Founder's Program Agreement and the launch of the .UNO Founder Website, concurrent with the launch of the .UNO Founder Website, such press release must be approved in writing by the Registry Operator, and which approval shall not be unreasonably withheld, conditioned or delayed, (c) maintain the .UNO Founder Website in good working order, with unique, meaningful content, user-friendly interfaces, and broad user appeal to the Hispanic and Latino communities, for the duration of the License Term, (d) proactively market and promote the .UNO Founder Website and the Approved Domain in a manner that is likely to produce widespread awareness of the unique advantages gained through the ".uno" top level domain, especially within Hispanic and Latino markets and communities within North America and Latin America, (e) Registry Operator may request reports regarding progress and compliance with the Terms and Conditions on a quarterly basis throughout the License Term (and at such other times as Registry Operator may reasonably request) in a format designated or approved in writing by Registry Operator, (f) participate in reasonable joint marketing initiatives with Registry Operator, to be discussed and mutually agreed upon, given the unique circumstances of each Applicant, (g) give Registry Operator the right to link to the .UNO Founder Website and to use in good faith .UNO Founder's name, likeness, trademarks, logos, and Application contents (other than Confidential Information, as defined below), as well as other .UNO Founder information and content as may be mutually agreed, in Registry Operator's marketing, promotional and communications materials, and (h) offers a Spanish language website or, at a minimum, offers translation from English to Spanish on the website. An actual marketing spend of at least US\$15,000 per year, while not mandatory, will be deemed to satisfy the requirement set forth in clause (d) above.

4. RESERVATION OF RIGHTS

Registry Operator is not obligated to approve any Applications or enter into Program Agreements with any Applicants. 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) rescind the approval of an Application for any reason prior to the full execution of a Program Agreement by Registry Operator and Applicant, (c) remedy technical errors in this Application or in the Application Process, (d) negotiate, modify and/or waive any aspect(s) of the Program for any, all or none of the Applicants, including, without limitation, the Application Process, Program Agreement, the Terms and Conditions and/or Registry Operator's rights under the Program, (e) 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 .UNO Founder), and (f) decline any or all Applications for any or no reason and to license, sell, transfer, register or otherwise convey rights in any .UNO Domain to any person or entity outside of the Program.

5. DISCLAIMER REGARDING POTENTIAL DISPUTES

5.1 All Applicants acknowledge and agree that Registry Operator makes no representations or warranties of any kind (express or implied) regarding the Application Process, any .UNO Domain or

otherwise in connection with this Program, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Without limiting the generality of the foregoing, Registry Operator specifically makes no representations, warranties or guaranties to the Applicant with respect to the possibility or likelihood of any of the following occurring or not occurring: (a) an objection or challenge to the Applicant's right to license, use and/or Register any .UNO Domain (on the basis of intellectual property rights or otherwise), and/or (b) Registry Operator's direct or indirect facilitation or permission (either pursuant to the Program or otherwise) of any person's use and/or Registration of a domain name similar to an Approved Domain or of any domain name for a purpose similar to, that competes with or that might cause confusion with the proposed or actual use of an Approved Domain.

5.2 Registry Operator has no obligation to make any determination as to whether (a) an Approved Domain (or any use thereof) infringes on the legal rights of any person, or (b) any other domain name (or the use thereof by any person, including another Applicant) may infringe on the legal rights of any Applicant. It is each Applicant's sole responsibility to investigate its legal rights and the legal rights of others with respect to any Approved Domain. All Applicants acknowledge and agree that they are exclusively liable for any infringement or other liability arising out of their license, use and/or Registration of any domain name. Notwithstanding the foregoing, Registry Operator reserves the right to terminate any Program Agreement and the license granted thereunder if Registry Operator, in its sole discretion, determines that the same (and/or the usage of the relevant .UNO Domain) infringes the intellectual property or other rights of any person. By submitting an Application, each Applicant expressly acknowledges that participation in the Application Process and in this Program does not vest in them any rights of priority or otherwise with respect to any .UNO Domains, irrespective of any intellectual property or other legal rights that such Applicant may have.

6. EVALUATION PROCESS

Registry Operator will review all Applications for compliance with the Terms and Conditions and will assess the extent to which Registry Operator believes the Proposed Plan is likely to contribute to the .UNO community in a meaningful way (particularly as compared with competing Applications for the same .UNO Domain), as well as the likelihood of the Applicant being able to execute the Proposed Plan successfully. In reviewing Applications, Registry Operator may consider all relevant factors, including, without limitation: (a) the Applicant's experience, including past evidence of successful development and deployment of websites and/or online businesses, (b) the Proposed Plan, (c) the Applicant's technical and operational capability; and (d) the Applicant's financial condition. All decisions regarding the Program will be in Registry Operator's sole and absolute discretion. Once an Application is approved, the Applicant will be required to execute the Program Agreement. Upon full execution of the Program Agreement by Applicant and Registry Operator, the Applicant will be considered a .UNO Founder. Registry Operator shall not be obligated to provide a response or notice of rejection to Applicants who's Applications was not approved.

7. CONFIDENTIALITY OF APPLICATION INFORMATION

Any information in the Application that Applicant reasonably considers in good faith to be confidential should be specifically and clearly marked and identified as such ("Confidential Information"). Unless appropriately marked and identified otherwise, Registry Operator will assume that all Applications and information contained therein are not confidential. A single designation that all information in an Application is considered confidential will not suffice and will not be construed by Registry Operator to give rise to any obligation of confidentiality. No Application may contain any information considered to

be trade secrets. Except as required by applicable law, Registry Operator will not make publicly available or disclose to any third parties (including other Applicants, but excluding any Representatives or subcontractors of Registry Operator and its affiliates that have a “need to know” for purposes of administering the Program or for purposes of providing business, financial and/or legal advice to Registry Operator), the Confidential Information contained in an Application. Notwithstanding the foregoing, however, under no circumstances shall any publicly available information, the identity of the Applicant, the requested .UNO Domain(s), or a summary description of the Proposed Plan be considered Confidential Information. In the event Registry Operator receives multiple Applications containing similar Proposed Plans, Registry Operator shall have no obligation to inform any Applicant regarding any such similarities, take any other action regarding the same or ascribe any particular meaning to the existence thereof.

8. RESTRICTIONS

Third level equivalent domains will not be eligible for the Program. The license granted to .UNO Founders for use of Approved Domains may not be assigned, transferred, sold, or conveyed to any third party except in connection with a sale of all or substantially all of the equity or assets of the .UNO Founder and then only if the successor confirms in writing its agreement with Registry Operator to be bound by all of the Terms and Conditions and the Program Agreement. Approved Domains may not be used for any of the following purposes: (a) typo-squatting or other deceptive or manipulative 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 .UNO top level domain, Registry Operator, its affiliates, subcontractors or their respective owners, officers, directors, members, managers, employees, agents, service providers and representatives, 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 Applicant it deems as abusive.

9. AGREEMENT TO TERMS AND CONDITIONS

By submitting an Application, the relevant 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.

10. 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-INFRINGEMENT, (B) ANY WARRANTY THAT ANY .UNO 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 .UNO 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.

11. 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 .UNO DOMAIN; (E) USE OF ANY .UNO 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 .UNO FOUNDER IN CONNECTION WITH OR ARISING OUT OF THE PROGRAM EXCEED THE SUM OF FIFTY (\$50) UNITED STATES DOLLARS.

12. GOVERNING LAW.

Registry Operator and Applicant shall attempt to resolve any disputes between Parties prior to resorting to litigation. The Terms and Conditions are to be construed in accordance with and governed by the laws of the State of Kansas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Kansas to the rights and duties of Registry Operator and/or Applicant. Any legal action or other legal proceeding relating to the Terms and Conditions or the enforcement of any provision of the Terms and Conditions shall be brought or otherwise commenced in a court of competent jurisdiction located in Kansas.

Registry Operator and Applicant agree to the Terms and Conditions and expressly and irrevocably consents and submits to the jurisdiction and venue of such court of competent jurisdiction in Kansas in connection with any such legal proceeding.

13. 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.

14. INTEGRATION.

The Terms and Conditions constitute the entire agreement between Registry Operator and all Applicants and .UNO Founders concerning the Program and supersede any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the Program.

15. MODIFICATIONS; GUIDELINES; ENFORCEABILITY.

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 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, there shall be substituted for any invalid or unenforceable provision a suitable provision that, as closely as possible, represents the Registry Operator's original intent.