

## **DOMAIN NAME REGISTRATION ALLOCATION AGREEMENT FOR [DOMAIN NAME]**

This Domain Name Registration Allocation Agreement (the “Agreement”) is made as of \_\_\_\_\_, (the “Effective Date”) by and between doMEn d.o.o. , a Montenegrin company with its principal offices located at City Kwart, Masa Djurovica, lamela 3/1, 81000 Podgorica, Montenegro (“Me Registry” or the “Registry”) and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (the “Registrant”), collectively the “Parties” or individually a “Party.”

**WHEREAS**, Registry is engaged in the services of facilitating Internet domain name registrations in the .ME country-code top level domain; and

**WHEREAS**, Registrant is engaged in an online business venture and desires to register and use [DOMAIN NAME] (the “Domain Name”) as the domain name and URL for said venture;

**NOW, THEREFORE**, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry and Registrant hereby agree as follows:

### **1. DEFINITIONS**

**1.1 “Accredited Registrar”** means a party who has been accredited by Registry to perform domain name registration services for the .ME name space.

**1.2 “Initial Registration Period”** means the first three (3) years from the Effective Date of this Agreement.

**1.3 “Live Site”** means a Web site that resolves over the public Internet, is accessible to the public on port 80 using Internet browsers (e.g. Microsoft Internet Explorer), consists of multiple pages, and whose primary purpose is to deliver content, products, or services developed by Registrant and set forth in Registrant’s application form, attached hereto as Exhibit C. Nothing herein shall be interpreted to mean that actions such as a static webpage, launch page, placeholder webpage, and/or Beta version constitute a Live Site.

**1.4 “Registration Agreement”** means the agreement entered into between Registrant and a .Me Registry Accredited Registrar as a condition of domain name registration in the .ME name space.

### **2. REGISTRANT’S RIGHTS AND OBLIGATIONS.**

**2.1 One Time Fee.** Registrant will pay a one-time, non-refundable fee of \_\_\_\_\_ EUR to Registry. Payment will be made by wire transfer using the instructions in Exhibit B, incorporated herein by reference. Payment will be made within thirty (30) calendar days from the Effective Date.

**2.2 Registration Fee.** Annual registration fees will apply. Within thirty (30) calendar days from the Effective Date Registrant will inform Registry of its selected Accredited Registrar. Registrant agrees that it will pay the selected Accredited Registrar’s applicable annual registration fees based on that Accredited Registrar’s fee schedule. Registrant agrees that for the purposes of this Agreement the Initial Registration Period will be for three (3) years from the Effective Date of this Agreement. Registrant will accept the selected Accredited Registrar’s Registration Agreement for the Domain

Name, which must contain, at a minimum, the Terms set forth in Exhibit A and all terms pertaining specifically to the Registry. Exhibit A is incorporated herein by reference.

**2.3 Domain Name Resolution.** Registrant agrees that the Domain Name will resolve to a LiveSite within ninety (90) calendar days from the Effective Date. Failure of Registrant to have the Domain Name resolve to a Live Site within the ninety (90) calendar days period is a material breach of this Agreement and will be cause for Registry to automatically terminate this Agreement and to suspend the Domain Name with no notice to Registrant.

**2.4 Primary URL.** Registrant agrees to use the Domain Name as the primary URL and cannot forward it to any other domain name. Failure of Registrant not to use the Domain Name as the primary URL is a material breach of the Agreement and will be cause for Registry to terminate this Agreement and to suspend the Domain Name with no notice to Registrant.

**2.5 Registrant's Representations and Warranties.** Registrant warrants that the Live Site shall not infringe any rights of any third party(ies), and that the Live Site does not and will not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies). Registrant further warrants that the Live Site shall not be used for personal use and cannot contain or promote sexually oriented material or advertising. Registry shall not be held liable for the prohibitive acts of Registrant. Registrant agrees that its use of Live Site for any of these prohibited acts are material breaches of this Agreement and will be cause for Registry to automatically terminate this Agreement and to suspend the Domain Name with no notice to Registrant.

**2.6 Prohibited Uses of Live Site.** During the Initial Registration Period, Registrant will not sell, offer for sale, license, lease, assign, encumber or otherwise transfer any interest in, cancel, or delete the Domain Name without the prior express written permission of the Registry. Otherwise, such actions without Registry's written consent, are material breaches of this Agreement and will be cause for Registry to automatically terminate this Agreement and to suspend the Domain Name with no notice to Registrant.

### **2.7 Registrant Rights in the Domain Name.**

Registrant shall have all other rights and benefits of registration, subject to the terms of the Registrar's Registration Agreement, including:

- a. Designation of the primary and secondary domain name servers for the Domain Name;
- b. The right to renew the Domain Name registration upon its expiration, subject to the selected Accredited Registrar's applicable terms of service, and pricing; and
- c. The right to transfer the Domain Name registration to another Accredited Registrar at its own expense, subject to the current and future selected Accredited Registrar's applicable terms of service, and pricing; and
- d. The right to resolve disputes or claims that arise involving the Domain Name registration, subject to applicable terms of the selected Accredited Registrar's registration agreement and terms of service.

Upon completion of the Initial Registration Period, Registrant will have all rights and benefits of registration in regards to the Domain Name including the right to sell, license, lease, assign, encumber or otherwise transfer any interest in, or cancel or delete the Domain Name registration without the prior approval of the Registry.

**2.8 Assignment.** During the Initial Registration Period Registrant may not assign its rights nor delegate its duties hereunder without the Registry's prior written consent, which shall not be unreasonably withheld, except (i) to a parent company or any wholly-owned subsidiary of such parent company; or (ii) in connection with a merger or sale of all or at least over fifty (50) percent or more of Registrant's assets or securities.

**3. PRESS RELEASE.** Within fifteen (15) calendar days following activation of the Domain Name's Live Site, both Parties may issue a press release upon approval of the other Party, which shall not be unreasonably withheld.

#### **4. REGISTRY'S RIGHTS AND OBLIGATIONS.**

**4.1 Registration of Domain Name.** Upon Registrant's (i) confirmation of the selected Accredited Registrar, and (ii) confirmation of acceptance of the selected Accredited Registrar's Registration Agreement, and (iii) after receipt of the one-time payment set forth in Section 2.1, Registry will provide Registrant the Authorization Code for the Domain Name and Registrant will initiate a transfer to the selected Accredited Registrar. The Domain Name's expiration date will be set to three years from the date of transfer.

**4.2 Suspension for Non-Compliance.** After ninety (90) calendar days from the Effective Date Registry will periodically check the Live Site for compliance with this Agreement. If the Live Site is found to be non-compliant Registry will provide Registrant a notice of breach and Registrant will have thirty (30) calendar days from the notice to cure such breach.

**4.3 Retention of rights.** Except for the rights and benefits expressly granted in this Agreement, Registry reserves all rights in and to the Domain Name. In the event this Agreement terminates for any reason, or Registrant cancels the Domain Name registration Registry will regain all other rights granted hereunder.

**5. CONFIDENTIALITY.** The Parties shall keep this Agreement confidential and shall not disclose the information contained herein at any time to any third party except by written agreement or to the extent required by an order of a court or other tribunal having jurisdiction or pursuant to rules and regulations of a governmental body.

#### **6. TERM AND TERMINATION.**

**6.1 Term and Termination.** The term of this Agreement shall be the Initial Registration Period. The Agreement will be terminable early: (i) by the non-breaching party if either Party materially breaches this Agreement and does not cure such breach within thirty (30) calendar days following written notice thereof from the non-breaching Party; or (ii) by mutual written agreement. Registry is not required to provide notice to Registrant of termination of this Agreement if Registrant becomes insolvent or declares bankruptcy.

**6.2 Effect of Termination.** Upon expiration or termination, all rights and obligations granted hereunder shall terminate unless expressly stated as surviving.

**6.3 Survival.** Sections 1 (“Certain Definitions”); 5 (“Confidentiality”); 6.3 (“Survival”); 7 (“Representations and Warranties”); 9 (“Limitation of Liability”), 10 (“General”), and Exhibit A will survive the expiration or early termination of this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1 Performance Warranty.** Registrant represents and warrants that it has full power and authority to carry out all its obligations expressed in this Agreement and that it is financially and technologically capable of operating the Live Site.

**7.2 Compliance with Laws.** At its own expense, Registrant shall comply with all applicable laws, regulations, rules, ordinances and orders regarding the Registrant’s venture, the Domain Name’s Live Site and its performance under this Agreement. Registrant represents and warrants that it has all approval, and has made all filings and registrations necessary for performance under this Agreement.

**7.3 Disclaimer of Other Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, REGISTRY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Registrant acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein.

**8. Indemnification.** Registrant shall indemnify, defend and hold harmless Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates and agents of each of them, 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 Domain Name.

**9. LIMITATION OF LIABILITY.** REGISTRY WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS HOWEVER ARISING, (INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL REGISTRY BE LIABLE TO REGISTRANT IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (100 EUR). THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. REGISTRANT AGREES TO BRING ITS CLAIMS AGAINST REGISTRY WITHIN ONE (1) YEAR AFTER REGISTRANT’S CLAIM AROSE; OTHERWISE, REGISTRANT’S CLAIM IS WAIVED.

## **10. General**

**10.1 Governing Law; Venue.** This Agreement is to be construed in accordance with and governed by the internal laws of Montenegro without giving effect to any choice of law rules. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any court located in Montenegro. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of court located in Podgorica, Montenegro, including personal jurisdiction, in connection with any such legal proceeding.

**10.2 Independent Contractors.** This Agreement does not create, and nothing contained in this Agreement will be deemed to establish a joint venture between the Parties, or the relationship of employer-employee, partners, principal-agent or the like. Further, neither Party will have the power to bind the other without the other's prior written consent, nor make any representation that it has any such power.

**10.3 Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only.

**10.4 Force Majeure.** Neither of the Parties shall be liable in damages for any delay or default in performing hereunder if and to the extent that such delay or default was caused by conditions beyond their control including, but not limited to, government restrictions, changes in laws or domain name regulations, wars, natural disasters, terrorism, strikes, civil disorder, power outages or similar occurrences which makes it impossible, illegal, or commercially impracticable to perform obligations under this Agreement, in whole or in part; provided that, as a condition to the claim of non-liability, the party experiencing the difficulty gives the other party written notice of such difficulty by email or other method of communication set forth in Section 10.5 within a reasonable time.

**10.5 Notices.** Notices under this Agreement will be in writing and delivered by personal delivery, overnight courier, facsimile, email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, one (1) day after deposit with an overnight courier, five (5) calendar days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to the addresses set forth above or such other address as specified in writing pursuant to this Section 10.5.

**10.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

**10.7 Entire Agreement; Waiver.** This Agreement, including all documents referred to herein, sets forth the entire understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties. This Agreement may be changed only by a writing signed by both Parties. Failure of any Party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

DOMEN D.O.O.

[COMPANY NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Registrar Agreement with Registrants

1. Registrant shall comply with all Registry Policies, and all other standards, policies, procedures, and practices which the Montenegrin government requires Registry to implement in accordance with the Registry Agreement or otherwise;
2. Registrant shall comply with all operational standards, policies, procedures, and practices for the Registry System established from time to time by Registry.
3. Registrant shall consent to the use, copying, distribution, publication, modification and other processing of Registrant's personal data by Registry and its designees and agents in a manner consistent with the purposes of this Agreement;
4. Registrant shall submit to proceedings commenced under any dispute policy implemented by Registry, including without limitation, the Domain Name Dispute Resolution Policy ("DRP") referenced on the Registry website at <http://domain.me/policies>;
5. Registrant shall immediately correct and update the registration information for each Registered Name during the registration term for such Registered Name;
6. Registrant shall agree to be bound by the terms and conditions of the initial launch and general operation of the TLD, including without limitation the Sunrise and the Land Rush periods, and the corresponding dispute resolution policies, and shall acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise or the Land Rush periods, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute procedures; and
7. Registrant shall acknowledge and agree that during the Initial Registration Period, Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees; (4) for violations of any policies, terms or conditions established by Registry, including, without limitation, the Registry Policies (incorporated herein by reference), which may be located at: <http://www.domain.me/policies>; or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute proceeding.
8. Registrant shall submit to proceedings commenced under other dispute policies as set forth by Registry from time to time, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Registry System for the TLD.

9. Registrant shall indemnify, defend and hold harmless Registry, its owners, subsidiaries, affiliates, subcontractors and agents, and the respective directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to such Registrant's domain name registration or the use of any domain names registered in the TLD by or on behalf of such Registrant.



## **EXHIBIT B**

### **Wire Transfer Instructions**

Beneficiary name: doMEEn, doo Podgorica  
Maša Đurovića 3/1  
81000, Podgorica, Montenegro

Account Number: 510000000002045188

Beneficiary Bank Name: Crnogorska Komercijalna Banka AD Podgorica  
Zgrada Vektre  
81000 Podgorica, Montenegro

SWIFT/ BIC Code: CKBCMEPG

IBAN: ME2551000000002045188

**EXHIBIT C**

**Registrant's Description of Use**