

.BOATS Registration Policy

This Registration Policy sets forth the terms and conditions that govern .BOATS domain name registrations. In this Registration Policy:

- a. "Registrant", "You" and "Your" refers to the individual or entity that applies for, or registers, a .BOATS domain name.
- b. "Dominion Registries", "We", "Us" and "Our" refers to DERBoats, LLC, the entity responsible for operating the .BOATS Top Level Domain, regardless of whether acting directly or through an authorized agent or registry services provider.
- c. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1. Acceptance of this Registration Policy

1.1 By applying to register a .BOATS domain name, or by asking to transfer, maintain or renew a .BOATS domain name, You agree to be legally bound by:

- a. This Registration Policy as amended from time to time;
- b. The agreement provided by the sponsoring registrar through which You applied for a .BOATS domain name, unless such agreement conflicts with the terms of this Registration Policy or any other Dominion Registries agreement, in which case the terms of the Dominion Registries agreement shall apply; and

c. Any other policies promulgated by Us or ICANN from time to time.

1.2 You hereby represent and warrant that the statements and information that you submit to the registrar sponsoring Your .BOATS domain name, and to Dominion Registries or its designee for registrant eligibility verification, are complete and accurate.

1.3 You agree and acknowledge that it is Your sole responsibility to determine whether Your .BOATS domain name registration and use thereof complies with this Registration Policy and any other applicable policies or laws.

1.4 Your .BOATS domain name shall comply with technical and syntax norms established by ICANN and by Us, and shall not match any names identified by Us or ICANN as reserved names or as otherwise being unavailable for registration. You acknowledge that a domain name registered that does not comply with the syntax norms or this Registration Policy, or that is a reserved name, may be cancelled immediately without refund. We will not be liable in any case, or under any legal claim, for such cancellation.

1.5 We cannot guarantee that You will obtain a desired .BOATS domain name, even if an inquiry indicates that such domain name may be available at the time of Your application.

1.6 You acknowledge and agree that registration of a .BOATS domain name does not confer immunity from objection to the registration or use of the domain name, as set forth herein and in other applicable policies and laws.

2. Eligibility Requirements

2.1 To register, renew, or accept the transfer of a .BOATS domain name, you must be an individual or a legal entity with a bona-fide nexus to the .BOATS sector. This connection means that You as the registrant of the domain name must be able to reasonably demonstrate a link or an interest to the Relevant Sector at the time of registration and throughout the duration of the .BOATS domain name registration.

2.2 Nexus to the Relevant Sector

Members of the sector are anticipated to include (the “Relevant Sector”).

- a. Watercraft Manufacturers: A commercial entity that produces recreational or sporting watercraft.
- b. Original Equipment Manufacturers (OEM): A commercial entity that produces components that are used by Watercraft Manufacturers for producing recreational or sporting watercraft.
- c. Watercraft Product Manufacturers: A commercial entity that produces products intended specifically for use with recreational or sporting watercraft.
- d. Broker: A commercial entity or professional whose primary purpose is to facilitate the sale of recreational watercraft.
- e. Distributors: A commercial entity whose primary purpose is to procure inventories from Watercraft Product Manufacturers for wholesale purchase by dealers.
- f. Dealers: A commercial entity with inventories of recreational or sporting watercraft for purchase.
- g. Retailers: A commercial entity whose primary purpose is offering products for sale, specifically including items from Watercraft Product Manufacturers.
- h. Marinas: A commercial entity whose primary purpose is to sell, lease, or rent storage space for recreational or sporting watercraft.
- i. Watercraft Services: A commercial entity or professional that performs general maintenance or repairs on recreational or sporting watercraft.

- j. Financers: A commercial entity that is licensed to lend monies for purchasing recreational or sporting watercraft.
- k. Insurers: A commercial entity that is licensed to insure recreational or sporting watercraft.
- l. Naval Architect: A commercial entity or professional who produces concepts or designs that are intended for recreational or sporting watercraft.
- m. Surveyor: A commercial entity or professional that is certified or accredited by a legitimate association to assess recreational or sporting watercraft.
- n. Associations: A group of professionals, firms, and/or individuals organized together for a specific purpose that is focused on recreational or sporting watercraft.
- o. Educators: A commercial entity or professional that is accredited, approved, or recognized by a reputable organization to offer courses or produce boating industry guideline for the use of recreational watercraft.
- p. Athletes: An individual who participates in sporting watercraft events sanctioned by an international recognized body.
- q. Charters: A commercial entity or professional whose primary business is to provide excursions on watercraft.
- r. Event Organizers: Commercial or professional entities that arrange or promote sanctioned events related to recreational or sporting watercraft.
- s. Media: Commercial or professional entities that publish content specifically intended for the recreational and sporting watercraft industry.

2.3 Bona-fide Use

Registrations under the .BOATS TLD are limited to bona-fide members of the Relevant Sector, and are subject to the further requirement that the registrant's actions in the sector, as well as the registrant's use of the registered domain name, must be:

- a. generally accepted as legitimate;
- b. non-detrimental to the interests of the Relevant Sector; and
- c. in good faith at the time of registration and throughout the duration of the active registration.

2.4 Ongoing Relevant Sector nexus Review by Dominion Registries

Registrants may be, from time to time, required to state or reaffirm their intended use of the registered domain name. A false statement of intended use, or a statement demonstrated to be false at a later time, is an indication of bad faith and can be the basis for the suspension or cancellation of the .BOATS domain name.

Your Relevant Sector nexus can be evaluated at any time by the Dominion Registries, and Your .BOATS domain may be subject to post-registration validation of sector nexus.

2.5 Verification of Eligibility

Dominion Registries or our designee may request information from You to verify Your eligibility for registration of a .BOATS domain name, and any such requested information must be provided to Us within ten (10) days of your submission of an application for a .BOATS domain name registration, whether an application for initial registration of a .BOATS domain name or a transfer of a .BOATS domain name to You from another registrant. Prior to Our verification of the registrant information and eligibility for registration for an initial registration of a .BOATS domain name, the applied-for .BOATS domain name will be held in a <pending status> and will not function on the Internet. Domain names that are not verified within the 10 day period or fail verification within the 10 day period may be deleted. Dominion Registries may charge a fee for verification of Your eligibility to register a .BOATS domain name or to receive a transfer of a .BOATS domain name from another registrant.

Dominion Registries may retain a portion or the entirety of any registration fees, or eligibility verification fees, for domain name registration applications that do not satisfy Dominion Registries' registration eligibility requirements.

2.6 Challenges to Eligibility Determinations

The .BOATS Registration Eligibility Dispute Resolution Procedure ("REDRP") is incorporated herein by reference. The REDRP provides an administrative challenge for (i) domain name applicants that believe that they have been wrongfully denied a registration, and (ii) third parties that believe a registrant is not in compliance with this Registration Policy. You agree that the REDRP is the sole and exclusive mechanism for seeking reversal of an ineligibility determination.

3. Use of .BOATS Domain Names

3.1 You agree that:

a. You are fully responsible for the registration and any use of the .BOATS registered domain name.

b. You will use the .BOATS domain name in a way that is:

- (i) generally accepted as legitimate; and
- (ii) beneficial to the interest of the Relevant Sector; and

(iii) in good faith at the time of registration and throughout the duration of the active registration.

3.2 You agree that use of a .BOATS domain name is subject to Dominion Registries' Acceptable Use Policy, which is incorporated herein by reference and can be found at nic.BOATS.

4. Name Selection Criteria

4.1 We will not accept a registration request for a .BOATS domain name unless it meets the following technical and syntax requirements:

- a. The name must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b. The name cannot begin or end with a hyphen;
- c. The name cannot contain labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n");
- d. The name cannot exceed 63 characters (excluding the TLD).

4.2 Names primarily representing a geographic or place name (e.g., Cincinnati, Arizona, VA, Philly, tristate) will be allocated via a Request for Proposal (RFP).

4.3 Names composed of letter and/or number combinations representing postal codes in any country will be allocated via a Request for Proposal (RFP).

4.4 Names primarily describing watercraft types (e.g., pontoon, flybridge, aft cabin) will be allocated via a Request for Proposal (RFP).

5. Reservation of Rights

5.1 We and Our accredited registrars reserve the right to, in Our sole discretion, deny, suspend and/or cancel Your .BOATS domain name registration if:

- a. You fail to follow this Registration Policy or Dominion Registries' Acceptable Use Policy;
- b. You have lost the nexus with the Relevant Sector as required herein;
- c. You willfully provide inaccurate or unreliable contact information, or intentionally or negligently fail to promptly update such information;
- d. You fail to respond for over ten (10) days to inquiries by the registrar or reseller sponsoring the registration and/or by Us concerning the accuracy of contact information associated with Your domain name;

- e. You or third parties appear to be engaging in illegal activity in the use of Your .BOATS domain name;
- f. Your domain name appears to be infringing upon or is likely to violate the rights of third parties;
- g. You engage in a conduct that may put Us or Our accredited registrars in breach of any applicable Law, ICANN policy, governing authority, public policy or third party agreement;
- h. Law enforcement, a court, or other relevant authority requests that We do so;
- i. Your domain name was errantly allocated to You after a mistake by Dominion Registries, the applicable registrar, or any agent or representative thereof; and/or
- j. In Our discretion we determine that such denial, suspension or cancellation is appropriate (i) to protect the integrity, security, and stability of the .BOATS Registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; or (iii) to avoid any liability, civil or criminal, on Our part as well as Our agents, officers, directors, representatives, employees, and stockholders.

5.2 You acknowledge that Dominion Registries may “crawl” and/or perform scans of any website associated with Your .BOATS domain name for the purpose of seeking to detect the distribution of malware, the operation of botnets, phishing sites, piracy, fraudulent or deceptive practices, or any other use of a .BOATS domain name in any activity contrary to any Dominion Registries’ policy or applicable law

6. Submission to Dispute Resolution Policies

6.1 You agree to comply with all applicable ICANN policies and Our policies and procedures for resolution of disputes concerning your .BOATS domain name. Specifically, You agree to submit the following Dispute Resolution Policies, whose challenges may be brought by any legitimate third party against Your .BOATS domain name registration:

- a. The Uniform Domain Name Dispute Resolution Policy adopted by ICANN, which can be found at <http://www.icann.org/en/help/dndr/udrp/policy> (“UDRP”), which is incorporated into this Registration Policy by reference. Any third party challenge of your .BOATS domain name registration following UDRP Proceedings will be conducted according to the Rules available at <http://www.icann.org/en/dndr/udrp/uniform-rules.htm>, and the selected administrative dispute resolution service provider's supplemental rules.
- b. The Uniform Rapid Suspension (“URS”) Policy and URS Procedure adopted by ICANN, which can be found at <http://newgtlds.icann.org/en/applicants/urs>; as well as to any other dispute policies mandated by ICANN, including but not limited to expedited processes for suspension of a domain name by claims pursued by intellectual property right holders.

c. The REDRP, which sets out the terms and conditions in connection with any challenge to a decision concerning eligibility to register a .BOATS domain name, and which can be found at nic.BOATS.

d. The Sunrise Dispute Resolution Policy (“SDRP”), which sets out terms and conditions for resolving challenges to names registered during the sunrise registration period, and which can be found at nic.BOATS.

e. The Reserved Names Dispute Resolution Policy (“RNDRP”), which sets out terms and conditions for resolving challenges to the reservation, or proposed release from reservation, of reserved domain names, and which can be found at nic.BOATS.

6.2 You acknowledge and agree that the Dominion Registries does not guarantee the continued use of Your .BOATS domain name in the case of a successful challenge by a third party through one of the above dispute resolution mechanisms or by the order of a court of competent jurisdiction or another competent public authority.

7. Accuracy of the Contact Information

7.1 You agree to provide all required information for the .BOATS domain name being registered as well as complete, accurate and reliable contact details for persons or entities associated with domain name records as required by the registration process, including:

a. Your full name, postal address, e-mail address, voice telephone number, and (where available) fax number;

b. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;

c. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;

d. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and

e. Any other data element required by Us, ICANN, or the accredited .BOATS registrar.

7.2 You shall immediately correct and update all contact information during the term of the domain name registration.

7.3 The use of proxy or private domain name registration services in .BOATS by Applicants and Registrants is expressly prohibited. Neither Registrar nor any of its resellers, affiliates, and/or partners shall be permitted to offer proxy or private domain name registration services in .BOATS which would prevent Registry Operator from possessing and displaying complete and accurate Whois data.

8. Personal Data Protection

8.1 Your contact information is collected by the sponsoring registrar (or its reseller) and will be transmitted to Us. You acknowledge that Your information will be handled in accordance with Our Registrant Data Policy, which is incorporated herein by reference and can be found at nic.BOATS.

9. Name Allocation Mechanisms

9.1 We have initially identified the following domain name allocation mechanisms: First-Come, First Served; Auction; Request for Proposal; and Dominion Registries Designated. We may, at Our sole discretion, determine the most prudent means to allocate any domain name.

a. First-Come, First-Served (FCFS) - The domain name is awarded to the first eligible applicant provided the request has been made through a registrar and the applicant and domain name comply with this Registration Policy. The acceptance of any registration fees does not in itself constitute a domain name registration. A domain name is only registered upon approval of Dominion Registries of any request for registration.

b. Auction - Multiple requests to register an available domain name will be resolved through an auction. We will conduct auctions in accordance with rules and policies that will be available at nic.BOATS.

c. Request for Proposal (RFP) – We will accept proposals from applicants for an available domain name. We reserve the right to impose a reasonable cost-recovery fee on any applicant that chooses to participate in any RFP. We are not bound to select a winner among RFP respondents, and can hold the domain name for future allocation pursuant to an Auction or other allocation mechanism. The rules and procedures for any RFP will be posted at nic.BOATS.

d. Dominion Registries Designated – We are permitted under the Registry Agreement to activate a limited number of names necessary for the operation or the promotion of .BOATS TLD.

10. Indemnification

To the maximum extent permitted by applicable law, You shall fully defend, indemnify and hold Dominion Registries, and any entity designated by Dominion Registries to perform registry operations for the .BOATS registry, including any persons or entities assisting Dominion Registries with domain name registration eligibility determinations, their subsidiaries and affiliates, and the directors, officers, employees, representatives 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 Your .BOATS domain name registration. This indemnification obligation shall survive the termination or expiration of this agreement, and You acknowledge that any registry services provider for Dominion Registries is an intended beneficiary of this agreement.

11. Policy Modifications

We reserve the right to modify this Registration Policy at any time. Unless this version of the Registration Policy has already been invoked by the submission of a complaint or dispute under this Policy, in which event the version of this Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon You with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of Our change.

In the event that You object to a change in this version of the Registration Policy, Your sole remedy is to cancel Your .BOATS domain name registration, provided that You will not be entitled to a refund of any registry fees. The revised Registration Policy will apply to You until You cancel Your domain name registration. The latest update of these registration policies will be found at nic.BOATS.