



1.0 Title: Request for Proposal (RFP)
Version Control: 3.0
Date Issued: 2017-07-07

2.0 Overview

2.1 fTLD Registry Services (fTLD) is the Registry Operator of the .BANK Top-Level Domain (TLD) and has prepared this Request for Proposal (RFP) to solicit responses from Applicants for .BANK domain name(s) that have been previously reserved from registration (i.e., Generic and Common Community) (“Domain(s) of Interest”).

2.2 Prior to commencing any RFP, fTLD will publish on its .BANK website (i.e., www.register.bank) a RFP for one or more specific Domain(s) of Interest with a specifically enumerated timeline for Applicants to respond.

2.3 fTLD’s goal in utilizing this RFP process is to identify Applicants that will maximize the development of the Domain(s) of Interest to strengthen the .BANK brand.

2.4 Applicants must meet the requirements of fTLD’s Registrant Eligibility and Name Selection Policies.

2.5 fTLD’s decision to issue an RFP for one or more Domain(s) of Interest, does not obligate fTLD to award these name(s) via the RFP. fTLD may elect to continue to withhold the release of the Domain(s) of Interest or may allocate them through another enumerated process set forth in fTLD’s Name Allocation Policy. If fTLD elects to utilize one of these alternative allocation processes, fTLD has the discretion to limit the number of participants (i.e., those original Applicants or a subset of qualified Applicants thereof) or expand the universe of participants (by issuing a new public notification on the fTLD .BANK website) in this alternative allocation process.

2.6 Applicants must accept and agree to be bound by the Terms and Conditions (defined herein) upon the submission of a Proposal.

2.7 Chosen Applicants must enter into an Agreement for the Domain(s) of Interest.

2.8 Failure to comply with the terms of the Agreement may result in the revocation of the Domain(s) of Interest.

3.0 Applicant Information

3.1 Applicant must provide the following information:

3.1.1 Legal Name of Organization

3.1.2 Type of Entity (e.g., For-Profit company/partnership; Not-for-profit organization/association/co-operative/society; Government/Government-owned agency; Academic; Other)

3.1.3 Jurisdiction of Establishment

3.1.4 Principal Address

3.1.5 Telephone

3.1.6 Facsimile (if applicable)

3.1.7 Email Address

3.1.8 Principal Website URL

3.2 The Primary Contact for the Applicant must provide the following information:

3.2.1 Name (Last Name, First Name, Middle Initial)

3.2.2 Position/Title

3.2.3 Principal Address

3.2.4 Email

3.2.5 Telephone

3.2.6 Facsimile (if applicable)

3.2.7 Mobile

3.3 Applicant **may** provide the following information for a Secondary Contact:

3.3.1 Name (Last Name, First Name, Middle Initial)

3.3.2 Position/Title

3.3.3 Principal Address

3.3.4 Email

3.3.5 Telephone

3.3.6 Facsimile (if applicable)

3.3.7 Mobile

4.0 .BANK Domain(s) of Interest

Applicant must identify the Domain(s) of Interest for which the Proposal is being submitted.

4.1 Name Selection

Applicant must provide a concise description (no more than 500 words) and/or documentation of how the Domain(s) of Interest correspond to the Applicant's trademark, trade name or service mark as detailed in fTLD's Name Selection Policy and the Implementation Guidelines annexed to this Policy, available at www.register.bank/policies.

5.0 Executive Summary

Applicant must provide a concise description (no more than 500 words) of how and when they plan to use and promote the Domain(s) of Interest.

6.0 Capabilities and Plan

Applicant must provide detailed information about its finances and capabilities as well as a concise plan of use for the identified Domain(s) of Interest. The topics enumerated below, and any additional information that the Applicant deems relevant to its capabilities and plan, must be included in this section.

6.1 Applicant's Capabilities

Applicant must provide a concise description (no more than 1,000 words) of its capabilities and activities, planned or actual. This description offers the Applicant an opportunity to demonstrate the extent of its business, marketing and managerial expertise. The following should be addressed in detail:

6.1.1 A description of the Applicant's current business operations, including core capabilities, duration of business, market reach (i.e., domestic and/or international), and public awareness/reputation of the Applicant's brand (e.g., awards, high brand recognition). Applicant should also highlight any relevant experience in implementing any technological or marketing innovations.

6.2 Applicant's Plan

Applicant must provide a concise description (no more than 1,000 words) of its intended or actual business plan for the identified Domain(s) of Interest. The overall objective is to ensure that the Applicant has carefully analyzed the financial, business and operational aspects of the Proposal. Factors to be addressed among others are:

6.2.1 A description of the services to be provided, including a demonstration of the Applicant's ability to deploy such services.

6.2.2 Target markets (e.g., current and potential market) and marketing/advertising reach commitment – on-line and offline, current and planned. The Applicant should demonstrate a willingness to co-market and be promoted as an fTLD success story.

6.2.3 Business and financial information (i.e., asset size, number of states/branches/countries) about the Applicant.

7.0 Technical Capabilities

Applicant must provide a concise description (no more than 1,000 words) of its plans to develop the Domain(s) of Interest and the Applicant's technical ability to do so. Applicant should specify its technical capabilities within its current domain space (e.g., DNS services, authenticated email, strong encryption practices, internal hosting of website and email services) and if any part of the element(s) covered in the Proposal are planned to be contracted out to a third party and an identification of the tasks the third party is anticipated to perform.

8.0 Terms and Conditions

8.1 Acknowledgement and Acceptance of Terms and Conditions

The terms "fTLD", "we", and "us" as used herein refer to fTLD Registry Services, LLC.

fTLD is the Registry Operator for the .BANK TLD under contract with the Internet Corporation for Assigned Names and Numbers ("ICANN"). fTLD has undertaken making available for registration previously reserved domain names (the "Program"). The term "Proposal" and "Proposals" as used herein refer to Applicants' responses to fTLD's RFP for Domain(s) of Interest subject to the Program.

The terms "you", "Applicant" and "Applicants" as used herein refer to all entities that have submitted or are planning to submit a Proposal to us for consideration under the Program and, where appropriate, the different status attained throughout the Program application process.

All Proposals under the Program are submitted subject to the following Terms and Conditions, which may be updated and revised by us from time-to-time by posting the revised version on the fTLD .BANK website.

You accept and agree to be bound by the Terms and Conditions upon your submission of your Proposal to us.

8.2 Proposal

8.2.1 To take part in the Program, you must submit a detailed Proposal addressing the information requested in parts 3 through 7 of this RFP for the Domain(s) of Interest.

8.2.2 Proposals must be submitted in accordance with the Terms and Conditions. Failure to comply with the instructions and/or the submission of an incomplete Proposal may result in rejection of the Proposal. fTLD reserves the right to select or reject a Proposal, in whole or in part, at its sole discretion.

8.3 Objectives

fTLD is committed to the long-term development of the .BANK TLD. This RFP is designed to identify qualified Applicants with the best potential and capabilities to maximize the development of Domain(s) of Interest and to enhance the .BANK brand.

8.4 Process

8.4.1 Submission and Selection of a Proposal: Applicants must submit their Proposal(s) for the Domain(s) of Interest under the Program to fTLD by the specified due date and time for RFP submission. fTLD will have the sole discretion to select a Proposal from those timely received Proposals.

8.4.2 fTLD reserves the right to contact you to discuss your Proposal while it is under consideration by fTLD. fTLD has no obligation to contact any Applicant. In the event of any such discussions, with fTLD's prior approval, you may amend your Proposal, within a time frame to be specified by fTLD, and accordingly, fTLD will evaluate your amended Proposal.

8.4.3 Execute Agreement: Receipt of a Proposal from you and acceptance of your Proposal by fTLD does not commit fTLD in any way. This Program, your Proposal and any acceptance of your Proposal does not constitute an offer or a contract. An Applicant whose Proposal has been selected by fTLD (i.e., chosen Applicant) must sign an Agreement in order to register the Domain(s) of Interest. In the event such an Agreement is not executed within a reasonable time frame set forth by fTLD in fTLD's sole judgment, fTLD shall have the option, at fTLD's sole discretion, to retroactively reject your Proposal.

8.4.4 Fulfilment of Commitments: The Applicant must fulfill the requirements as set forth in the Agreement. fTLD reserves the right to cancel, suspend and/or reallocate the domains subject to the Agreement should the covenants and representations made in the Proposal not be met or are found to be false, or should the obligations of the Applicant under the Agreement not be performed. The Applicant understands and acknowledges that any domains subject to the Agreement cannot be transferred without the expressed written consent of fTLD.

8.5 Submission and Format

8.5.1 Applicants must submit an electronic copy of the Proposal to the following email address, rfp@ftld.com, by the date and time listed in the RFP.

8.5.2 fTLD reserves the right, in its sole discretion, to reject Proposals received after the submission deadline and/or that are deficient or incomplete.

8.5.3 The Proposal must clearly address all the criteria and issues sought in the RFP in sufficient detail to enable fTLD to make an informed assessment of the Applicant's Proposal.

8.5.4 All Proposals must be submitted in the English language.

8.5.5 All Proposals must include a complete, signed Applicant Certification included in Annex 1. The Applicant Certification must be signed by a person or persons with the power and authority to bind the Applicant.

8.6 Clarifications and Agenda

8.6.1 All questions, requests for clarification, and requests for additional information regarding the Terms and Conditions must be submitted by e-mail to: rfp@ftld.com. fTLD, in its sole discretion, may post any question or request, in whole or in part, regarding the Program and its response on the fTLD .BANK website. By submitting a question or request to fTLD, the Applicant grants fTLD permission to post such question or request, in whole or in part, on the fTLD .BANK website. Applicants should not include any confidential or proprietary information in questions or requests. fTLD shall not be responsible for disclosure of proprietary or confidential information contained in such questions or requests.

8.6.2 If fTLD determines, in its sole discretion, that a response to any question or request requires an addendum to the Terms and Conditions, it will post the addendum on the fTLD .BANK website. Any such addenda shall become part of the Terms and Conditions upon posting on the fTLD .BANK website. fTLD shall not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations provided by fTLD or its representatives regarding the Terms and Conditions, the Program, or any Proposal. Applicants are advised to check fTLD's .BANK website regularly for such addenda.

8.7 Evaluation Process

8.7.1 fTLD reserves the right, in its sole discretion, to alter the schedule of Proposal evaluation as it deems necessary or appropriate. Dates or times listed may be changed by posting on fTLD's .BANK website without notice to any Applicant.

8.7.2 fTLD will assess Proposals by applicable criteria, including but not limited to the following criteria:

- (i) The type of domain, i.e., Generic or Common Community;
- (ii) Enhancement of the .BANK brand;
- (iii) Capabilities and plan;
- (iv) Technical capabilities;
- (v) The ability of the Applicant to deliver as set forth in the Proposal, including business and technical capabilities of any relevant parties; and
- (vi) Agreement to the Terms and Conditions of the RFP.

8.7.3 Individual criteria may be given varying weight depending upon the nature of any given Proposal. In any given instance, one or more of the criteria listed above may be dispositive in terms of fTLD's evaluation of a Proposal, but need not be so.

8.8 Non-Confidentiality of Information

DO NOT SUBMIT ANY INFORMATION THAT YOU CONSIDER TO BE TRADE SECRET, PRIVILEGED, SUBJECT TO PATENT PROTECTION, CONFIDENTIAL COMMERCIAL OR FINANCIAL INFORMATION, OR OF A PERSONAL NATURE WITH YOUR PROPOSAL. The RFP, and any communication or material you send to fTLD, including any data, comments, suggestions, or the like will be treated as non-confidential unless fTLD has entered into a confidentiality agreement with Applicant. Anything you transmit may be used by fTLD or its affiliates to exercise any of its rights as described in Section 8.11 herein, and you grant fTLD a royalty free, perpetual, irrevocable non-exclusive license to reproduce, modify, adapt, create a derivative work from, perform, distribute, or publish any such non-proprietary material. Furthermore, fTLD is free to use any non-proprietary ideas, concepts, know-how, or techniques contained in any communication you send for any purpose whatsoever. In the event, pursuant to Section 8.4.2 herein, fTLD contacts you to discuss your Proposal, and you wish to discuss information that you consider to be trade secret, subject to patent protection or otherwise privileged or proprietary, you and fTLD, in each party's discretion, may undertake appropriate confidentiality agreement(s) to facilitate discussion regarding such information.

8.9 Agreement to Terms and Conditions

By submitting a Proposal, the Applicant agrees to the Terms and Conditions set forth herein for the Program. For clarity, regardless of whether or not the Applicant has checked to acknowledge and accept the Terms and Conditions in 8.1 above, or whether the Applicant has signed the Applicant Certification set out in Annex 1 below, the Applicant, by submitting a Proposal becomes bound by these Terms and Conditions. These Terms and Conditions constitute the entire agreement between you and fTLD regarding the Program and any Proposal, and supersedes all oral or written agreements, either entered prior to or contemporaneously with these Terms and Conditions, concerning the subject matter hereof.

8.10 Applicant Obligations

The Applicant warrants and agrees that it is responsible for ensuring that it meets all the requirements to apply for the proposed Domain(s) of Interest in the .BANK TLD, including fTLD's Policies and Requirements posted on fTLD's .BANK website at www.register.bank/policies. A chosen Applicant must agree to and sign an Agreement to register the Domain(s) of Interest.

8.11 Reservation of Rights

8.11.1 fTLD is not obligated to select, approve or enter into contract negotiations with any Applicant. fTLD is not liable for any costs incurred by any Applicant in the preparation and submission of a Proposal, in the course of contract negotiation, or otherwise in connection with the Program. No business relationship is established by submission of a Proposal, and any meetings, submissions or discussions concerning any Proposal shall not be deemed to (a) be a commitment to engage in any business relationship, contract or future dealings with you, (b) limit or restrict in any way fTLD's right to conduct discussions with any other Applicant, or (c) be confidential unless fTLD has entered into a confidentiality agreement with Applicant.

8.11.2 Without limitation, fTLD reserves the right to:

- (i) Select or accept any Proposal in its sole discretion;
- (ii) Reject, decline or not accept any and all Proposals for any reason;
- (iii) Request additional information or clarification from an Applicant regarding any Proposal;
- (iv) Conduct investigative assessment of the Applicant's representations in a Proposal;
- (v) Rescind selection of a Proposal for any reason;
- (vi) Cancel or rerun the Program;
- (vii) Remedy errors in the RFP process or in the Program;
- (viii) Negotiate with any, all, or none of the Applicants, including before an Applicant is deemed to be a chosen Applicant;
- (ix) Waive, in its sole discretion and in accordance with fTLD Policies, any requirements of the Program;

(x) Enter into an Agreement with another Applicant if the Applicant first chosen by fTLD fails to execute an Agreement; and/or,

(xi) Cancel, suspend or re-appropriate the Domain(s) in Interest and release, allocate to or allow use by another Applicant should the representations made in the original Applicant's Proposal not be met or were found to be false.

8.12 Disclaimer Regarding Potential Disputes

8.12.1 The Applicant acknowledges and agrees that fTLD makes no representations or warranties of any kind in connection with the Terms and Conditions, the Program, or the Domain(s) of Interest, and specifically makes no guarantee to the Applicant against the possibility of:

(i) Cancellation, suspension or re-appropriation of the Domain(s) of Interest to another party should the representations made in the Applicant's Proposal not be met;

(ii) Objection to, or challenge of, the registration or use of any Domain(s) of Interest;

(iii) fTLD's offer of a similar domain name and/or the registration and/or use of a similar domain name in the .BANK TLD by another Applicant or third party; and/or

(iv) Registration and/or use of a similar domain name by another Applicant or third party in a manner that might compete with or cause confusion with respect to the registration and/or use of any Domain(s) of Interest.

8.12.2 fTLD has no obligation to independently verify if the Domain(s) of Interest (or any use an Applicant makes of the Domain(s) of Interest) infringes the legal rights of others, nor does it seek to verify if Applicants' rights to any domain name have been infringed by a third party. It is each Applicant's responsibility to protect its legal rights, investigate infringement of its rights and others' rights with respect to any Domain(s) of Interest. The Applicant acknowledges and agrees that it is exclusively liable for any infringements of rights, and fTLD shall not be liable to the Applicant or any third party.

8.12.3 You acknowledge that you, on behalf of yourself and any person(s), company or other entity that you may be involved with, will not pursue any claim or take any action of any kind against fTLD, its affiliates or their respective officers, directors, employees, agents and licensees in connection with any actions, inactions or decisions that fTLD, its affiliates or their respective officers, directors, employees, agents and licensees may take at any time with respect to the Program, your Proposal or any idea relating to your Proposal.

8.13 Disclaimer of Warranty

8.13.1 With respect to the subject matter hereof, fTLD expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Whether or not the Applicant's Proposal is selected, Applicant enters into an Agreement, and/or Applicant elects to use any Domain(s) of Interest, fTLD makes no warranty that the Domain(s) of Interest and service(s) referenced herein (including, without limitation, the Program and the related process) will meet the Applicant's requirements, or that any element of the Program and/or access to and use of the Domain(s) of Interest will be uninterrupted, timely, secure, or error free; nor does fTLD make any warranty as to the results that may be obtained from participating in any part of the Program and/or from Domain(s) of Interest or

as to the accuracy or reliability of any information obtained through the fTLD .BANK website. Applicant understands and agrees that any material and/or data obtained through the use of the fTLD .BANK website is done at Applicant's sole discretion and risk and that Applicant will be solely responsible for any damage to Applicant's computer system or loss of data that results from the download of such material and/or data.

8.13.2 No advice or information, whether oral or written, obtained by an Applicant from fTLD, its affiliates or their respective officers, directors, employees, agents and licensees or through the fTLD .BANK website shall create any warranty, expressed or implied.

8.13.3 The information contained herein does not purport to contain all of the data that an Applicant may deem necessary to provide a Proposal. The information contained herein and/or supplied by fTLD may not be deemed adequate or appropriate for all Applicants, and it is not possible for fTLD to have regard to the objectives, financial situation and particular needs of each Applicant having access to such information.

8.13.4 fTLD makes no representation or warranty as to the completeness, reliability and timeliness of any information contained in these Terms and Conditions or on the fTLD .BANK website.

8.13.5 To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to the Applicant. In such case, the remainder of the above exclusions will continue to apply and be enforceable as if the unenforceable part were not included herein.

8.14 Disclaimer of Liability

8.14.1 In no event shall fTLD be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from or relating to the Program or the related process or resulting from any data, information, or services obtained or transactions entered into through or arising from or in connection with the Program, including, but not limited to, damages for loss of profits, use, data, or other intangibles, even if fTLD has been advised of the possibility of such damages, nor shall fTLD be liable for the cost of procurement of substitute services.

8.14.2 Without limiting the foregoing, fTLD expressly disclaims any liability resulting from: the conduct of or Applicant's participation in the Program; data non-delivery or mis-delivery between the Applicant and fTLD; processing and/or consideration of Applicant's Proposal; processing, registration, and/or loss of registration of any Domain(s) of Interest; use of Domain(s) of Interest; disputes over domain name registrations, including the decision of any dispute resolution proceeding or challenge process; ruling of a court or tribunal from competent jurisdictions; errors, omissions or misstatements; and/or natural or unnatural events beyond fTLD's control. In no event shall any Applicant be entitled to any compensation, reimbursement or damages as a result of any action, decision or inaction on the part of fTLD relating to the Program or your Proposal, including without limitation fTLD's decision not to select your Proposal. You acknowledge that it is entirely up to you what material or information you choose to disclose to fTLD.

8.14.3 fTLD, its affiliates or their respective officers, directors, employees, agents and licensees shall incur no liability for any statements, opinions, information or matters, expressed or implied, arising out of, contained in or derived from, or any omissions from, such information and/or subsequent communications with fTLD. fTLD will not be responsible for, nor will it pay for, any costs, expenses or losses which may be incurred by an Applicant or its representatives in any way arising from, or connected with, this Program or your Proposal.

8.14.4 If any state or jurisdiction does not permit the limitation or limitation of certain types of liability, fTLD's liability shall be limited to the smallest amount permitted by law.

8.14.5 If any part of the Terms and Conditions is declared invalid or unenforceable for any reason, the remainder will be valid and enforceable as if the invalid or unenforceable part were not included herein. There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Terms and Conditions, taking into account all other applicable rules and policies.

8.15 Indemnity

The Applicant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless fTLD, its subsidiaries, affiliates and their respective officers, directors, employees, agents and licensees, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Applicant's participation in the Program. This indemnification survives the termination or expiration of the RFP process or Program.

8.16 Jurisdiction and Venue

Participation in this Program, submission of any Proposal, and any claim relating to such, is governed by laws of the Commonwealth of Virginia, United States of America and controlling federal law of the United States of America, without regard to conflict of laws provisions. The sole jurisdiction and venue of any action related to this Program and any Proposal shall be with the local and federal courts within the Commonwealth of Virginia, and you and fTLD agree to submit to personal and exclusive jurisdiction of these courts.

Annex 1

Applicant Certification

- The Applicant has read and understands the Terms and Conditions, investigated all aspects of the Terms and Conditions and is aware of the applicable facts pertaining to the Program, its procedures, and its requirements;
- The Applicant has read and understands the Proposal and investigated all aspects of the Proposal, and is aware of the applicable facts pertaining to the Proposal, its representations, procedures, and its requirements;
- All information and representations provided by the Applicant to fTLD, including all information and representations set forth in the Proposal, are current, complete, reliable, and accurate;
- The Applicant will update its Proposal in the event that it discovers any errors or that material changes occur affecting the completeness, reliability or accuracy of information contained in the Proposal;
- The Applicant acknowledges and agrees to all terms, conditions, and requirements contained in the Terms and Conditions and the Proposal;
- The Applicant is able to deliver the services and products as specified in the Proposal; and
- The Applicant understands and acknowledges that, if its Proposal is chosen, it must agree to and sign an Agreement to register the Domain(s) of Interest.

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