



Point, Click, Register.



The Name It Corporation, d/b/a AIT Domains

VIRTUAL REGISTRAR SERVICE AGREEMENT

THE NAME IT CORPORATION, d/b/a as AIT DOMAINS, such designation to include its affiliates and parent company, whose address is 421 Maiden Lane, Fayetteville, North Carolina 28301 ("AIT DOMAINS"), and _____, whose address is _____, ("Customer"), agree as follows:

THIS AGREEMENT IS EFFECTIVE ON _____, 20__. ("Effective Date")

1. Recitals. Customer desires to engage AIT DOMAINS to provide domain-name registration services to Customer, which Customer can then resell to others at a profit. AIT DOMAINS is willing to furnish such services on the terms and conditions set forth herein. This Agreement incorporates by reference, as if fully set forth herein, the following instruments:

a. as to domain names in the .com or .net Top Level Domain (TLD), the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_com_net.htm, and the corresponding online order form(s)

b. as to domain names in the .org TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_org.htm, and the corresponding online order form(s)

c. as to domain names in the .biz TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_biz.htm, and the corresponding online order form(s)

d. as to domain names in the .info TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_info.htm, and the corresponding online order form(s)

e. as to domain names in the .us TLD, the agreement corresponding to that TLD at http://www.aitdomains.com/legal/print_agreement_us.htm, and the corresponding online order form(s)

f. the AIT DOMAINS Acceptable Usage Policy at <http://www.ait.com/content.php?id=23>, and the Domain Name Dispute Resolution Policy at <http://www.aitdomains.com/legal/dispute.htm>.

g. Customer and AIT DOMAINS agree that AIT DOMAINS may update or revise the above instruments as required by current or future contractual obligations AIT DOMAINS may have with ICANN or with one or more of the TLD Registries, or as required by changing technical or business requirements or conditions. Customer and AIT DOMAINS agree that AIT DOMAINS shall have no responsibility for notifying Customer of such updates or changes, and that Customer shall be responsible for frequently reviewing the above-listed instruments in order to discern such modifications to them. In this regard, Customer and AIT DOMAINS further

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Customer Initials _____



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agree that Customer's continued use of AIT DOMAINS' domain name registration services after the online posting of such updates or changes shall constitute acceptance of them.

h. This instrument, together with those enumerated above as being incorporated herein by reference, constitutes the entire Agreement between the parties, and represents their complete and entire understanding with respect to the subject matter of this Virtual Registrar Service Agreement.

2. Term and Cancellation. This Agreement shall remain in effect from the Effective Date until Customer's Virtual Registrar Account with AIT DOMAINS is cancelled. Cancellation procedures are as follows: Customer must complete and sign a cancellation form (provided online at <http://cancellation.aitcom.net/cancellation.cgi> and fax it to AIT DOMAINS at fax number 910-321-1390. Cancellation is effective 30 days after AIT DOMAINS' receipt of the properly submitted cancellation form. The last payout from AIT DOMAINS to Customer will be made six months after the date when cancellation is effective.

3. Payments.


a. The Customer's customer ("End User") shall enter into a domain-name registration contract directly with AIT DOMAINS, and shall make payment to AIT DOMAINS, in the exact amount determined by the Virtual Registrar and communicated by the Virtual Registrar to AIT Domains.

b. For each such registration, AIT DOMAINS shall credit Customer's AIT DOMAINS Virtual Registrar account (hereinafter referred to as "Virtual Registrar account") an amount equivalent to the retail price the End User has paid the Customer for such registration, as set for in paragraph 3.a. above, less \$7.99 per year of registration ("Wholesale Rate"). When Customer's Virtual Registrar account has attained a minimum reserve balance of \$150.00 the Customer will begin to receive Commission Payments. Provided the reserve balance continues to be met, commission payments shall be made on a monthly basis, but shall begin no sooner than 90 days from the date of this agreement. Commissions shall be paid by means of ACH deposit to the Customer's designated bank account indicated on Schedule A of this agreement.

c. In the event of charge-backs for credit card transactions submitted by End Users through the Customer's Virtual Registrar account, AIT DOMAINS shall have the right, in its sole discretion, to take one or all of the following measures:

- (1) immediately terminate this Virtual Registrar Agreement;
- (2) modify the Wholesale Rate;
- (3) increase the minimum reserve account balance in paragraph 3.b., above.
- (4) draft the Customer's designated bank account indicated on Schedule A of this agreement an amount equal to the gross sum of each End User chargeback plus an administrative fee of \$25.00 per chargeback.

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d. As business or technical considerations may dictate, AIT DOMAINS shall moreover have the right to modify the Wholesale Rate. Any such modification shall be effective immediately upon email notice thereof to Customer.

e. Upon any termination of the contractual relationship established under this Agreement, AIT shall suspend monthly commission payments to the Customer as well as credits from End User Registrations to the Customer's Virtual Registrar account. AIT shall then have no more than 120 calendar days to debit or credit Customer's Virtual Registrar account with any outstanding transactions or charge-backs, and to release to Customer the balance.

4. AIT DOMAINS Responsibilities.

a. AIT DOMAINS shall be responsible for maintaining its Registrar accreditation with the Internet Corporation for Assigned Names and Numbers (ICANN) throughout the term of this Agreement. This Agreement shall terminate immediately upon termination of AIT DOMAINS' status as an ICANN-accredited Registrar.

b. AIT DOMAINS shall be responsible for maintaining its contractual status and/or accreditation with the Registry for each of the TLDs listed in paragraph 1, above, throughout the term of this Agreement.

c. AIT DOMAINS shall be responsible for adhering to all the terms and conditions of this Agreement, to include those of each of the instruments incorporated by reference herein, and enumerated above.

5. Customer Responsibilities.

a. For each TLD in which Customer desires to resell domain name registrations, Customer shall display on Customer's Virtual Registrar web site the text, or a link to the text, of the AIT DOMAINS Domain Name Registration Agreement for that TLD.

b. Customer shall display on Customer's Virtual Registrar web site the text, or a link to the text, of the Uniform Domain Name Dispute Resolution Policy (UDRP).

c. Customer shall be responsible for adhering to all the terms and conditions of this Agreement, to include those of each of the instruments incorporated by reference herein, and enumerated above.

d. Customer agrees that, due to pre-existing agreements between AIT DOMAINS and ICANN, and between AIT DOMAINS and the various Registries, the terms of the domain name registration contract cannot be altered or modified.

e. To prevent delays in Customer's receipt of payout amounts via ACH, Customer shall bear sole responsibility for timely insuring that AIT DOMAINS has current, accurate, and

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Dated:

Customer Name

Signature of Authorized Representative

Printed Name and Title

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