



Domain Name Registration Agreement

This Agreement ("Agreement") is between Abacus America, Inc. (which may be doing business as Aplus.net, Names4Ever, Web Image, Cedant, or other "fictitious" names, and which is referred to in this Agreement as "Aplus.net") and you.

The Aplus.net Terms of Service Agreement ("TOS") (www.aplnet/docs/legal/TOS.pdf) is incorporated by reference into this Agreement. By agreeing to the terms of this Agreement, you are thereby agreeing to this Agreement, the TOS, and Aplus.net's Legal Infringement Policy (www.aplnet/docs/legal/lip.pdf) and Privacy Policy (www.aplnet/docs/legal/privacy.pdf) (both of which are incorporated by reference into the TOS).

1. Definitions:

- 1.1. **TLDs: (Top Level Domains):** .com, .net, .org, .info, .biz, .mobi, etc.
- 1.2. **ccTLDs: (Country Code Top Level Domains):** .us, .tv, .cc, etc.
- 1.3. **ICANN (Internet Corporation for Assigned Names and Numbers):** A non-profit, non-government organization recognized by the US Government and the Internet Industry as a regulatory body for the system of TLDs.
- 1.4. **Registrar:** Aplus.net is an accredited ICANN domain name Registrar for TLDs and ccTLDs.
- 1.5. **Registry:** The electronic directory where all TLDs are held.
- 1.6. **RA (Registry Administrator):** Entity which maintains the Registry.

2. **Domain Name Registration.** Aplus.net will register the domain name(s) as submitted in the subscription forms. First year registration fee for one domain is included in the plan. You agree to pay the registration fees for the domain(s) thereafter. You agree to pay the registration fee for the first year in case you cancel the service before the expiration of the first year.
3. **Service.** Aplus.net will submit the domain name(s) selected by you to the Registry Administrator for recording into the Registry for top level domains. Aplus.net will collect, record and keep data about your identity. Aplus.net will allow you to access and update your records. Aplus.net will generate, record, and keep additional information pertaining to the domain registration such as activation date, transfers, modifications, etc. Aplus.net will provide some or all of this data to the public as a public service at its sole discretion and as required by ICANN and applicable laws.
4. **Fees.** You agree to pay a fee for the services in accordance with Aplus.net's published fees. You agree to pay such fees for the initial registration and for subsequent renewals as outlined in the fee schedule. All fees are due prior to the registration/renewal. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of the registration term. The requested domain name will not be registered unless Aplus.net receives actual payment of the registration fee.
5. **Charge Backs.** You agree that you will lose all rights upon the selected domain name in case of a charge back by your credit card company, credit card fraud or any other reversed payment. Aplus.net will decide at its sole discretion whether to hold the name in its own portfolio or to release it for use by others. Aplus.net will reinstate such names at its sole discretion and subject to reinstatement fee of \$300.00, in addition to all other fees.
6. **Renewals.** You agree that it is your responsibility to watch the expiration terms and pay your renewal fees on time. Although Aplus.net may notify you of renewal fees, Aplus.net does not have

a duty to do so. Failure to pay the renewal fee will result in domain name suspension and release of the domain name for use by others.

7. **Transfers.** You understand that you will be prohibited from changing Registrars during the first sixty (60) days after initial registration, during the first sixty (60) days after renewal of the domain name with Aplus.net and during the last sixty (60) days before renewal of the domain name with Aplus.net.
8. **Registry Administrator Role and Indemnification.** You understand and agree that Aplus.net does not have control over the Registry or the Registry Administrator. You agree and acknowledge that Aplus.net is not liable or responsible in any way for any errors, omissions or any other actions by the Registry Administrator arising out of or related to you application and receipt of, or failure to receive, a domain name registration. You further agree to indemnify, defend and hold harmless the Registry Administrator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your domain name registration.
9. **Data Submission and Updates.** You agree to provide to Aplus.net all of the data necessary for domain name registration. Aplus.net determines the nature of such data at its sole discretion with consideration of rules and procedures set by ICANN, other Registrars and the Registry Administrator. You agree to update all such data promptly and submit additional information, if needed through Aplus.net's web page, or by email to support@aplust.net. You acknowledge that you may be asked to submit a third party's personal data. In such event, you agree to secure the consent of such third party to have their (the third party's) personal data submitted and used, as allowed by this agreement. You acknowledge that willfully failing to provide or update information promptly will constitute a material breach of this agreement and will be sufficient basis for cancellation of your domain name registration. You further agree that a failure to respond for over fifteen (15) calendar days to inquiries by Aplus.net concerning the accuracy of contact details associated with your registration shall constitute a material breach of this agreement and will be sufficient basis for cancellation of your domain name registration.
10. **Data Ownership.** Aplus.net will own all data collected during the registration process. Aplus.net reserves the right to use this data at its sole discretion in accordance with ICANN requirements and applicable law. You are hereby advised that some or all of such data may be made available to the public. You agree and acknowledge that Aplus.net owns all database, compilation, collective and similar rights, title and interests worldwide in Aplus.net's domain name database, and all information and derivative works generated from the domain name database. Aplus.net will take reasonable precautions to protect your data from loss, misuse or disclosure.
11. **License to Third Parties.** License to a third party shall not relieve you of any duty, including but not limited to the duty to provide your contact information, or responsibility or liability for harm, arising from this contract or otherwise.
12. **Rights of Third Parties.** You represents that neither the registration nor the use of this domain name will infringe on the rights of third parties.
13. **Name Servers.** You will be allowed to select the name servers to serve your domain name. Default name servers will be available if you do not have name servers available.
14. **Notices.** Aplus.net will contact you by the email provided in the subscription/application form. You agree to monitor such contact email and to forward it to appropriate personnel and/or departments within your organization. You agree to keep all contact information current. Aplus.net can be contacted by email at billing@aplust.net for billing questions and support@aplust.net for technical and administrative issues. Aplus.net's address is 7500 W. 110th Street, Suite 400,

Overland Park, KS 66210. Lack of communication is not an excuse for non-payment of fees or for non-compliance with the other clauses of this agreement.

15. **Disputes.** You agree to be bound by the ICANN Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/udrp/udrp-policy-24oct99.htm>) and the ICANN Rules for Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/udrp/udrp-rules-24oct99.htm>) (together the "UDRP"), are both hereby incorporated in this Agreement by reference. Certain disputes, as specified in the UDRP, are subject to these policies. You agree that you will be subject to the provisions specified in the UDRP in effect at the time your domain name registration is disputed by a third party. You also agree that if a domain name dispute arises with any third party that you will indemnify and hold Aplus.net harmless pursuant to the terms and conditions contained in the UDRP.
16. **Revocation.** You acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by this and other Registrars or Registry Administrator procedures approved by an ICANN-adopted policy, or by any other TLD registry administrator procedures as the case may be, (a) to correct mistakes by Aplus.net, another Registrar or the Registry Administrator in administering the name or (b) for the resolution of disputes concerning the domain. You also agree that Aplus.net shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Aplus.net receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.
17. **Modifications.** This Agreement as well as the UDRP as part of it may be modified occasionally in order to reflect the dynamic nature of the Internet as well as the contracts Aplus.net has with ICANN and the Registry Administrator. The continued use of the domain name registered shall constitute your acceptance of this Agreement and the UDRP with the new modifications. If you do not agree to any such changes, you may request that your domain name registration be cancelled or transferred to a different domain name Registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the UDRP.
18. **Waiver.** Performance of any obligation required of a party thereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.