



MAKING THE INTERNET
WORK FOR YOU

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AFFILIATE PROGRAM - TERMS AND CONDITIONS

This Agreement contains all of the terms and conditions between GKG.NET, INC. ("GKG"), and the individual or organization (the "Affiliate") participating in the GKG Affiliate Program (the "Program").

In this Agreement, "we" and "us" means GKG, and "you" means the Affiliate participating in the Program. "GKG Web Site" or "Our Site" means the web site located at <http://www.gkg.net>, and "Your Site" means the web site upon which you establish the Links to Our Site as part of this Program. The "GKG Services" means GKG domain registration and reservation services and other products and services that GKG may introduce from time to time in the future and offer through the Program.

1. Enrollment in the Affiliate Network

To begin the enrollment process, you must submit a properly completed Program application via Our Site. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine, in our sole discretion, that Your Site is unsuitable for the Program.

You understand that we reserve the right to conclude that Your Site is unsuitable in accordance with our standards, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if others' sites have been accepted despite having the same or similar characteristics as Your Site. You also understand that if we accept your application, such acceptance shall not imply that Your Site does not meet one or more of the criteria that would have permitted us to reject your application. If we reject your application, you are welcome to reapply to the Program at any time.

2. Linking to US

We shall provide you with an HTML hyperlink and graphic that you will use to link your website to your customized interface on our website. WE will make available a variety of linking graphic options to enable you to select a graphic option that best suit Your Site's appearance. Such graphics include various buttons and banners that have a hyperlink to your customized domain registration page. Once you have selected a suitable graphic option, you will copy and paste the appropriate HTML source code into the desired position on any page within your website.

3. Agreements Regarding Links:

In utilizing our domain registration hyperlink, you agree that you will cooperate fully with us in order to establish and maintain such hyperlink. You also agree that you will display in Your Site only those graphic images associated with the hyperlink (provided by us) chosen by you. You shall display such graphic images prominently in relevant sections of Your Site. All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. Each Link connecting users of Your Site to the domain registration area of Our Site will in no way alter the look, feel or functionality of Our Site.

4. Our Responsibilities

Over and beyond domain registration, we will be responsible for providing all information necessary to allow you to make appropriate links from Your Site to Our Site. We will be solely responsible for processing every application for our services placed by a customer following a hyperlink from Your Site, for tracking the number and amount of sales generated by the hyperlink from Your Site, and for providing information to you regarding sales statistics upon request. Also, we will be responsible for credit card authorizations, payment processing, authorized cancellations, authorized returns, and related customer service for the our services, it being understood that such activities shall be for our account.

We will be responsible for making periodic changes to the interface between Your Site and Our Site. However, at the point at which we deem this changes to be excessive, we will levy a fee of at least \$50.00 per change request to cover man time.

5. Your Responsibilities

You are solely responsible for ensuring that the content of Your Site and your products and services that you offer from Your Site comply with all applicable copyright and other laws. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material on Your Site in violation of the law or any agreement, and your indemnity, below, will protect us if you do so.

As the sponsoring reseller of a domain, credit card chargebacks are the sole responsibility of the Affiliate. We will make every reasonable attempt to process a chargeback to ensure that no payment is lost; however, because you guarantee us full payment for all services, you agree that if we, having made a reasonable effort, are unable to prevent a chargeback, to pay all fees associated with the chargeback. These fees include, but are not limited to, the initial amount charged and a \$35 processing fee. In return, you will become the owner of domains in question.

6. Referral Fees

- a. Subject to clause (b) below, we will pay you referral fees on sales of our services to third parties. Your entitlement to a referral fee will accrue only if the customer (i) accesses Our Site through the use of a hyperlink on Your Site; (ii) before exiting Our Site purchases the our service(s) using our domain registration process; and (iii) remits full payment to us. We will not, however, pay referral fees on any services that a customer purchases after the customer has reentered Our Site (other than through the hyperlink from Your Site), even if the customer previously followed a hyperlink from Your Site to Our Site.
- b. Referral fees will be paid when the aggregate of unpaid referral fees exceeds one hundred dollars (\$100.00). At such time, you also will be paid all previously earned and unpaid referral fees. Payment of referral fees will be made by authorized deposit into a GKG debit account. You will have the ability to use this debit account to register, transfer and renew any domain at GKG.
- c. At such time as any customer for whom you originally received referral fees successfully renews our services and the Affiliate is in good standing with the our Affiliate Program, an additional referral fee, calculated using the formula stated in clause (d), will be issued.
- d. Referral fees issued to Affiliates will be \$1.00 per new domain per years registered and \$.50 per renewal domain per years registered. If this portion of our contract changes, we will notify you so that you know in advance.
- e. We will do all the billing and collections for our services.
- f. All referral fees are subject to adjustment for returned fees, fraudulent credit card use and all other similar cases.

7. Reports of Sales

You must request a sales report on a monthly basis by emailing resellers@gkg.net.

8. Policies and Pricing

- a. Customers who buy our Domain Registration Services through the Program will be our customers. Affiliate agrees to bind all customers that purchase Domain Services, to the current Domain Agreements and Policies

throughout the life of this agreement. If we decides to change any of the price breaks offered to the Affiliate, the Affiliate will have 30 days to accept or reject the changes. By continuing to use the services, the Affiliate agrees to the changes offered by us. If the Affiliate rejects the changes, The Affiliate agrees to reject the offer in writing with 30 days notice.

- b. You acknowledge and agree that you and each customer must agree to be bound by the terms and conditions of the current Registration Agreement and the current UDRP (Uniform Dispute Resolution Policy). You and your customers also agree to abide by our Disclaimer and Privacy Policy. The Affiliate must require registrants to actively check a box agreeing to be bound by the Registration Agreement and provide a link to such agreement. This assent to agree by the registrant must be passed to us by the Affiliate. The Affiliate may require Registrants to agree to additional terms and conditions, provided that such terms and conditions do not conflict in any manner with the provisions of the then current Registration Agreement, the ICANN Accreditation Agreement, or any other agreement.

The obligation to pay becomes final and non-revocable by the SLD (Second Level Domain) holder upon activation of the registration.

9. Licenses and Use of the Our Logos and Trademarks

- a. We grant you a non-exclusive, non-transferable, revocable right (i) to access Our Site through the hyperlinks solely in accordance with the terms of this agreement and (ii) solely in connection with such hyperlinks, to use our logos, trade names, trademarks and similar identifying material relating to us (collectively, the "Licensed Materials"), for the sole purpose of establishing a hyperlink to Our Site so users of Your Site can subscribe to OUR Services. You may not alter, modify or change the Licensed Materials in any way.
- b. Other than establishing a hyperlink from Your Site to Our Site, you shall not make any use of any Licensed or Proprietary Materials without first obtaining our prior written consent. You shall not use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. We reserve all of our rights in the Licensed and Proprietary Materials. We, in our sole discretion, may revoke your license at any time, by giving you written notice.
- c. You grant to us a non-exclusive license to utilize your company name and logo, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote and publicize in any manner your participation in the Program or our rights hereunder; provided, however, that we shall not be required to so advertise, market, promote or publicize.
- d. The licenses described in this Article 10 shall expire upon the effective date of the expiration or termination of this Agreement.

10. Modification

We may modify any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Although, it is the responsibility of the Affiliate to monitor all pertinent agreements for changes, we will make every effort to notify you of any material change. Modifications may include, but are not limited to, changes in the scope of available referral fees, referral fee schedules, payment procedures and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Article 17. Should you so terminate, the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued participation in the Program following the posting of a new Agreement on Our Site will constitute binding acceptance of the change.

11. Relationship of Parties

You and GKG are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Article.

No relationship between you and GKG constitutes ICANN accreditation, affiliation or approval for your company. Affiliates must NOT represent that they are in any way approved, accredited, or affiliated with ICANN at any time.

12. Representations and Warranties

Except as otherwise stated in this Article 13, we make no express or implied warranties or representations with respect to the Program or any GKG Services sold through the Program (including, without limitation, warranties of fitness, merchantability or non-infringement, or any implied warranties arising out of course of performance, dealing or trade usage). In addition, we make no representation that the operation of Our Site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

Each of us (the "Warrantor") hereby represents and warrant to the other party as follows:

- a. This Agreement has been duly and validly executed and delivered by the Warrantor and constitutes its legal, valid, and binding obligation, enforceable against the Warrantor in accordance with its terms.
- b. The execution, delivery, and performance by the Warrantor of this Agreement and the consummation of the transactions contemplated hereby will not, with or without giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule or regulation to which the Warrantor is subject, (ii) any order, judgment or decree applicable to or binding upon the Warrantor's assets, (iii) any provision of the Warrantor's by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to or binding upon the Warrantor's assets.
- c. No consent, approval, authorization of, exemption by or filing with any governmental authority or any third party is required to be obtained or made by the Warrantor in connection with the execution, delivery and performance of this Agreement or the taking by the Warrantor of any other action contemplated hereby.
- d. There is no pending or, to the best of the Warrantor's knowledge, threatened claim, action, or proceeding against Warrantor with respect to the execution, delivery or consummation of this Agreement, or with respect to the Warrantor's trademarks, and, to the best of the Warrantor's knowledge, there is no basis for any such claim, action, or proceeding.

You hereby represent and warrant to us that you are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to us the license to use your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright or other proprietary right of any other person or entity.

13. Limitation of Liability

We will not be liable for indirect, special, incidental, exemplary, punitive or consequential damages, or for any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

14. Indemnification

You hereby agree to indemnify and hold harmless GKG, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including, without limitation, content therein not attributable to us.

15. Notification

All notices to us in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

GKG.NET, INC.
2700 Earl Rudder Frwy, S. Ste 1300
College Station, Texas 77845

Attention: Affiliate Program Manager

With Copy to: General Counsel

16. Terms

Both parties can terminate this agreement with a 30 days notice. Either party can terminate the agreement immediately for material breach of this contract by the other party. WE will continue providing all Services to all customers referred by the Affiliate upon the termination of this agreement.

17. Compliance with this Agreement

WE reserves the express right under our sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

19. Venue

This Agreement shall be construed in accordance with the laws of the State of Texas.

We agree to abide by the terms of this agreement. Signed this ____ Day of _____, 20__.

Company: _____

Name: _____

Title: _____

Signature: _____