

## **TRANSFER OF HOSTING ACCOUNT AND/OR DOMAIN NAME REGISTRANT INSTRUCTIONS**

If you wish to transfer the ownership (i.e., change registrant/customer name) for a hosting account and/or domain name registered with IPOWERWEB, INC. ("IPOWERWEB"), you will need to print and fill out the attached REGISTRANT/CUSTOMER TRANSFER AGREEMENT ("Agreement") and follow **ALL** of the directions below:

1. Submit the WHOIS record for the domain name or information regarding the hosting account.
2. Complete all appropriate fields of the Agreement and obtain all necessary signatures.
3. An individual that has the apparent authority to legally bind the Current Registrant must sign the Agreement in the presence of a Notary Public. The Notary Public is required to notarize the Agreement.
4. An individual that has the apparent authority to legally bind the New Registrant must also sign the Agreement. Notarization is not required for the New Registrant's signature.
5. The Current Registrant **MUST** also submit **ALL** the following documents with the Agreement to IPOWERWEB:
  - a. A letter (on Company letterhead) requesting the transfer.
  - b. A **certified copy** (i.e., government issued and stamped) of the Company's formation documents (e.g., Articles of Incorporation, etc.);
  - c. A copy of a valid governmental issued identification (with the Current Registrant's signature appearing on the identification); and
  - d. A copy of a utility/telephone bill corresponding with the address on the Company's letterhead and/or Current Registrant's identification.
6. The New Registrant **MUST** also submit a copy of a valid governmental issued identification (with the New Registrant's signature appearing on the identification).
7. Make a copy of the Agreement for your records, then send the original along with the other required documents to **IPOWERWEB, INC., Attn: Ownership Transfer Dept., 919 E. Jefferson, Suite A, Phoenix, AZ 85034 USA**. Documents sent via facsimile **WILL NOT** be accepted and will be discarded.
8. IPOWERWEB reserves the right to accept or reject your transfer request for any reason in its sole and absolute discretion.
9. Your request will be processed in 14-21 business days from the date of receipt of the Agreement.

**REGISTRANT/CUSTOMER TRANSFER AGREEMENT ("AGREEMENT")**

*CHECK THE APPROPRIATE TRANSFER BOX  
(PLEASE PRINT/TYPE CLEARLY)*

Domain Name: \_\_\_\_\_  
*(Print Domain Name)*

Customer Code and Domain Name: \_\_\_\_\_

\_\_\_\_\_  
*(Print Customer Code Number and Domain Name)*

I,

\_\_\_\_\_  
*(Print Name of Current Registrant)*

\_\_\_\_\_  
*(Print Address of Current Registrant)*

\_\_\_\_\_  
*(Telephone and Facsimile Numbers of Current Registrant)*

\_\_\_\_\_  
*(E-Mail of Current Registrant)*

request transfer of ownership of the above-mentioned Domain Name/Hosting Account to:

\_\_\_\_\_  
*(Print Name of New Registrant)*

\_\_\_\_\_  
*(Print Address of New Registrant)*

\_\_\_\_\_  
*(Telephone and Facsimile Numbers of New Registrant)*

\_\_\_\_\_  
*(E-Mail of New Registrant)*

This REGISTRANT/CUSTOMER TRANSFER AGREEMENT ("Agreement") sets forth the entire terms and conditions under which Current Registrant, the domain name/hosting account holder, may transfer its domain name/hosting account to New Registrant. By agreeing to transfer its domain name/hosting account to New Registrant, Current Registrant and New Registrant are simultaneously agreeing to be bound by all terms and conditions published by IPOWEEWEB at [HTTP://WWW.IPOWERWEB.COM/LEGAL.HTML](http://www.ipowerweb.com/legal.html). This Agreement will become effective when accepted by IPOWEEWEB. IPOWEEWEB may elect to accept or reject your application for any reason in its sole and absolute discretion.

In addition to transactions entered into by the parties, each party also agrees to be bound by the terms of this Agreement for transactions entered into on such party's behalf by anyone acting as such party's agent, and transactions entered into by anyone who uses the account such party established with IPOWEEB, whether or not the transactions were on such party's behalf. The parties each acknowledge that IPOWEEB's acceptance of any application will take place at IPOWEEB's offices located in Phoenix, Arizona, USA.

The parties acknowledge that IPOWEEB is a third party registrar bound by an agreement between IPOWEEB and the Internet Corporation for Assigned Names and Numbers ("ICANN"). The parties agree that IPOWEEB may modify this Agreement in order to comply with applicable law and the terms and conditions set forth by the Internet ICANN and/or the Registry Administrator chosen by ICANN, as well as any registration rules or policies that may be published from time to time by IPOWEEB.

The Current Registrant and the New Registrant enter into this Agreement as of the date executed by the final party hereto.

WHEREAS, the Current Registrant desires to relinquish all of its right, title and interest in the Domain Name/Hosting Account Number to the New Registrant;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Current Registrant agrees to pay IPOWEEB an **administrative fee of \$25.00** for the transfer of its domain name/hosting account to New Registrant. Current Registrant may complete the attached credit card authorization form or submit a cashier's check or money order for payment.
2. Current Registrant acknowledges that only the authoritative holder of the domain name/hosting account or other entrusted agent administrator may initiate a request to transfer that domain name/hosting account registration. Current Registrant hereby represents that it has the full and complete authority as the holder of the domain name/hosting account registration to initiate this transfer.
3. IPOWEEB requires Current Registrant to provide documentation that proves that it is the authoritative domain name/hosting account holder and that it has initiated this transfer request, including but not limited to a letter (on Company letterhead) requesting the transfer; a copy of a valid governmental issued identification (with the Current Registrant's signature appearing on the identification); and a copy of a utility bill corresponding with the address on the Company's letterhead and/or Current Registrant's identification.
4. In order to transfer Current Registrant's domain name/hosting account registration to New Registrant, Current Registrant agrees to be bound by and to perform in accordance with such terms and conditions, incorporated herein by reference, located on its web site [HTTP://WWW.IPOWERWEB.COM/LEGAL.HTML](http://www.ipowerweb.com/legal.html).
5. Current Registrant hereby sells, transfers, conveys, assigns and delivers to New Registrant all of its rights, title and interest in and to the Domain Name/Hosting Account and hereby relinquishes any and all of its registration right to the Domain Name/Hosting Account.

6. Current Registrant further releases and discharges IPOWERWEB, INC., and all officers, agents, shareholders, attorneys, directors, supervisors, employees, representatives, members and its successors and assigns and all persons acting by, through, under, or in concert with it (collectively referred to as "IPOWERWEB"), from any and all claims, demands, and causes of action arising from this Agreement.
7. Current Registrant further acknowledges and agrees that it is not entitled to a refund of any fees or payments it may have paid to IPOWERWEB.
8. Current Registrant understands, acknowledges and agrees that IPOWERWEB reserves the right to accept or reject any transfer request for any reason in its sole and absolute discretion.
9. Current Registrant hereby authorizes IPOWERWEB and/or its designee to take all steps necessary to register the Domain Name/Hosting Account to the New Registrant, including without limitation, disassociating the Domain Name/Hosting Account from the host servers designated by the Current Registrant without further notice.
10. New Registrant understands that it is transferring a domain name that has been recently renewed there is the potential that the renewal year will be lost. The renewal year will be lost if: the domain name was renewed during the forty-five (45) day grace period after the expiration date had passed; and forty-five (45) days have not yet passed since that expiration date. New Registrant further understand and agree that IPOWERWEB is not responsible for this lost year and that IPOWERWEB will not credit that year. New Registrant understands and agrees that IPOWERWEB will not intervene in the recovery of any such lost registration years that occur during the transfer of any domain name. By acceptance of this Agreement, New Registrant may be requesting that the domain name registration be transferred from the current registrar to IPOWERWEB or its affiliate. As the current authorized Registrant of the domain name(s), New Registrant agrees to authorize this transfer by notifying its Administrative contact of its responsibilities with respect to this transfer.
11. New Registrant, by signing and sending this Agreement to IPOWERWEB, acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of IPOWERWEB's legal terms and conditions and agrees to be bound by and to perform in accordance with such terms and conditions, incorporated herein by reference, located on its web site [HTTP://WWW.IPOWERWEB.COM/COMPANY.HTML](http://www.ipowerweb.com/company.html). New Registrant specifically agrees to pay IPOWERWEB a new registration fee upon receipt of IPOWERWEB's invoice.
12. New Registrant also reaffirms the accuracy and completeness of all of the information contained in any New Registrant's Application.
13. New Registrant's registration of the Domain Name/Hosting Account shall be effective upon IPOWERWEB's transmission of an acknowledgement to the New Registrant that the Domain Name/Hosting Account has been registered to the New Registrant.
14. CURRENT REGISTRANT AGREES THAT IPOWERWEB WILL NOT WILL NOT BE LIABLE FOR ANY SUSPENSION OR LOSS OF THE DOMAIN NAME REGISTRATION IN YOUR NAME; USE OF YOUR DOMAIN NAME REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; INTERRUPTION OF BUSINESS; ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE (S) YOU ACCESS BY THE DOMAIN NAME REGISTERED IN YOUR NAME; DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR

OTHER MODIFICATION; EVENTS BEYOND IPOWEEWEB INC.'S REASONABLE CONTROL; THE PROCESSING OF THIS APPLICATION; OR APPLICATION OF THE DISPUTE POLICY. IPOWEEWEB, INC. ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, OR OTHERWISE, EVEN IF IPOWEEWEB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES MAY NOT ALLOW SUCH A BROAD EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, AS CONTAINED HEREIN; IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW. IN NO EVENT SHALL IPOWEEWEB INC.'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF A DOMAIN NAME.

15. Current Registrant further agrees to defend, indemnify and hold harmless IPOWEEWEB for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand related to the transfer of the domain name/hosting account hereunder. This indemnification is in addition to any indemnification required under Dispute Policy.
16. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California applicable to contracts made and to be performed wholly therein, without regard to principles of conflicts of laws. Venue for any dispute shall be in Los Angeles, California and each party expressly consents in the jurisdiction of the federal and state courts located in Los Angeles, California.
17. All notices and other communications under this Agreement shall be in writing to IPOWEEWEB, INC., Attn: Ownership Transfer Dept., 919 E. Jefferson, Suite A, Phoenix, AZ 85034 USA.
18. This Agreement, together with all Exhibits hereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior understandings and agreements, whether written or oral, with respect to such subject matter. No waiver, modification or amendment of any provision of this Agreement will be effective unless it is in writing and signed by the parties without limiting the foregoing, no waiver shall be implied by or deemed to have occurred on account of any course of conduct or dealing. No additional or different terms provided in any purchase order or acceptance or similar document shall be binding unless executed by authorized representatives of both parties.

**CURRENT REGISTRANT:**

**NEW REGISTRANT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Active E-Mail: \_\_\_\_\_

Active E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[A NOTARY PUBLIC OR ITS FOREIGN EQUIVALENT MUST CERTIFY THE  
CURRENT REGISTRANT'S SIGNATURE]**



**CREDIT CARD AUTHORIZATION FORM**

The undersigned, Current Registrant hereby authorizes IPOWERWEB, INC. to make charges in the amount of **Twenty-Five United States Dollars (\$25.00 USD)** to the Credit Card, listed below, in consideration for administrative transfer fees and services rendered as requested by me or authorized user(s) of this credit card. I fully understand the administrative fees are non-refundable.

Credit Card Type:

- Visa
- MasterCard
- American Express
- Other \_\_\_\_\_

Credit Card Number:

Expiration Date:   /

Billing Name (as it appears on credit card):

\_\_\_\_\_  
Billing Address (where credit card statements are sent to):  
\_\_\_\_\_  
\_\_\_\_\_

Daytime Tel. No.: \_\_\_\_\_ Evening Tel. No.: \_\_\_\_\_

Cardholder signature: \_\_\_\_\_

Date: \_\_\_\_\_

***[Attach a copy of the front and back of the credit card  
and Cardholder's government issued identification]***