

# Billing Policy for Registrars v. 1.0

## 1.1 Payment Methods

- All payments will be made in USD or EUR
- Payment can be made in two ways: 1) The Pre-Payment Debit Account Program, or (2) the Payment In Arrears Program (for qualifying Registrars only).
- Only one payment method may be selected by Registrar, and such payment method shall apply to all TLDs for which Neustar provides registry services and the associated billing and collections services.

## 1.2 Pre-Payment Debit Account Program

1.2.1 Registrars using debit accounts must transfer sufficient funds into their account to ensure that funds are available for all their domain name applications. Registrars who wish to use a credit/debit card must be sure to have an adequate credit limit which will support the number of domain name applications submitted. If you have any questions at any time, please contact Registry Billing Support at +1-877-BILL-277 (+1-877-245-5277) or [registry-billing@neustar.biz](mailto:registry-billing@neustar.biz).

1.2.2 Neustar will provide the Registrar with banking instructions to fund their account. The Registrar is responsible for funding the account to a level that is consistent with its monthly sales volume. For all registries electing to have Neustar perform the billing and collections operations, Neustar shall debit the Registrar's account for each billable transaction on at least a daily basis.

1.2.3 Neustar shall provide Registrar with login credentials to Neustar's eBill system. Through eBill, Registrar may check their account balance, which shall be updated hourly. In addition, Registrar may elect to set a "low water mark" for funds in its Debit Account (LWM). Such LWM may be changed at any time by sending a request to [registry-billing@neustar.biz](mailto:registry-billing@neustar.biz). Changes are made by Neustar by the close of the next business day. In the event that the funds available in Registrar's Debit Account fall below the LWM, notification will be sent to the Registrar. Registrar shall have 48 hours to initiate a deposit to their account to bring their balance to a level that supports the number of domain name registrations submitted.

1.2.4 The Registry Operator will pay bank fees associated with the Registrar's account, but the Registrar is responsible for all wire transfer fees. For example, a wire transfer of US\$500.00 would include a US\$20.00 transaction fee from the originating bank. This US\$20.00 fee is the responsibility of the sending Registrar. The monthly fees associated with the handling of the remaining US\$480.00 are paid by the Registry Operator at Bank of America.

1.2.5 If the account falls to a zero balance, the Registry Operator reserves the right to stop accepting orders from the Registrar until the account is fully funded to a level that supports the number of domain name registrations submitted. In the event that Neustar

allows a Registrar to fall below a zero balance, Registrar must replenish the Debit Account by no later than seven (7) days after such account falls below zero. Failure to replenish the Debit Account may result in Registrar being converted to “not-in-good standing”, meaning that Registrar will be unable to create new domains, renew domains, or transfer in any domain names from another registrar until such time that the account is replenished.

## 1.3 Payment in Arrears Program

1.3.1 Certain Registrars may qualify to participate in Neustar’s Payment in Arrears Program which allows Registrars to make all payments owed for certain top-level domains (TLDs) for which Neustar is providing (i) registry services and (ii) the associated billing and collections associated with the registry services (for example, .BIZ, .US, .TRAVEL and others), within thirty (30) days after the date of an invoice. For a specific list of TLDs participating in this program, please contact your account representative or send an e-mail to [registry-billing@neustar.biz](mailto:registry-billing@neustar.biz).

### 1.3.2 Registrar Reserve.

1.3.2.1 In order to qualify for this program, Registrars must submit to Neustar a pre-payment in the amount of \$US 50,000.00 (in the manner set forth below) which Neustar will hold in reserve in a non-interest bearing account on behalf of the Registrar and its Affiliates (“Registrar Reserve”). Only one Registrar Reserve is required to cover all of the participating TLDs for which Neustar is providing both registry services and the associated billing and collections in connection with such registry services.

1.3.2.2 The Registrar Reserve shall, at the election of the Registrar, cover Registrar and all of Registrars’ Affiliates. For the purposes of this Program, (i) “Affiliate” means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

1.3.2.3 Prior to submitting the payment set forth in Section 1.3.2.1 above, Registrar shall send an e-mail to [registry-billing@neustar.biz](mailto:registry-billing@neustar.biz) requesting participation in the Payment in Arrears Program and detailing which Affiliates (if any) will be included in the Program under the same Registrar Reserve.

1.3.2.4 Statements shall be posted to each qualifying Registrar’s billing extranet account by no later than ten (10) days after the end of each month detailing the total number of billable transactions for the previous month broken out by type and top-level domain.

1.3.2.5 Neustar must receive payment for each statement in full by no later than thirty (30) days after the date of the applicable statement (“Due Date”). In the event that Neustar does not receive payment in full by the Due Date, Neustar has the right to

withdraw all unpaid amounts from the Registrar Reserve. If the unpaid amount is greater than the balance remaining in the Registrar Reserve, Neustar may, at its option, (i) change the Registrar (and its Affiliates') status to "not-in-good standing," prevent the Registrar (and its Affiliates) from creating new domains, renewing domains or transferring in domains for all TLDs; and (ii) assess a late fee on all unpaid amounts equal to one and one-half percent (1.5%) of the maximum rate allowed by law, whichever is less, from the original due date to the date paid in full.

1.3.2.6 Registrars shall be required to refill the Registrar Reserve to the full \$50,000.00 balance by no later than seven (7) days from the date in which the Registrar Reserve was used to pay off Registrar's outstanding balance.

1.3.2.7 If a Registrar fails to pay an invoice on time two times in any six (6) month period, or three times in any two (2) year period, Neustar has the right to disqualify the Registrar from participating in the Payment in Arrears Program, and if disqualified, Neustar shall automatically move the Registrar to the Pre-payment Debit Account Program. A Registrar that has been disqualified from the Payment in Arrears Program shall not be eligible to participate in the Payment in Arrears Program for a minimum of twenty-four (24) months following such disqualification.

1.3.2.8 In the event Registrar terminates its relationship with all Neustar-sponsored TLDs or elects to switch to the Pre-Payment Debit Account Program, all unused Registrar Reserve funds shall be returned to Registrar within thirty (30) days of such termination and/or election.

## 1.4 Instructions for Electing Either Program

**Step 1:** Complete the *Registrar Profile* form available on the Registrar Extranet or from Neustar's customer support, which is used to provide general background on your profile and for electing either the Pre-Payment Debit Account Program or Payment in Arrears Program.

**Step 2:** Return the completed form via email ([reg-support@neustar.biz](mailto:reg-support@neustar.biz)) or facsimile to Neustar Customer Support at +1.571.434.5758.

**Step 3:** In the event that Registrar has elected the Pre-Payment Debit Account Program or Registrar is unable to qualify for the Payment in Arrears Program, Registrar will receive a new Bank of America Debit account number within five (5) to seven (7) business days along with wire transfer instructions from Neustar. Registrars that already have a Bank of America Debit account number from Neustar do not need a new account.

**Step 4:** Using the wire transfer instructions below, if Registrar has elected to participate in the Pre-payment Debit Account Program, Registrar shall make the initial deposit into the account to comply with the Projected Monthly Sales, which were entered into Registrar Profile form. In the event Registrar has elected to participate in the Payment in Arrears Program, Registrar shall be required to use the wire transfer instructions below to make the required Registrar Reserve payment.

## 1.5 Wire Transfer Instructions

Neustar has established an account at the Bank of America. Please ensure your payment wires reflect the information below.

### {Insert Name} Registrar Account [SAMPLE]<sup>1</sup>

- Name: Bank of America, N.A.
- Address: Richmond, VA, USA
- Telephone: (888) 841-8159
- Account Name: <Your Company Name>
- Account Number: <Your Account number>
- ABA Number: 026009593
- SWIFT Code: BOFAUS3N

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<sup>1</sup> This is not the actual Wire Transfer Instructions. Actual Baking instructions will be provided by Neustar directly to the Registrar