

## YOUR WHOIS PRIVACY SERVICE AGREEMENT

### 1. Introduction

- 1.1. By subscribing to the services and/or website of Your WHOIS Privacy (YWP) you agree to the terms and conditions herein, that you understand the Terms and that you have entered into a binding agreement.
- 1.2. By using Your Whois Privacy's Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, and You further agree to be bound by the terms of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; and (iii) anyone who uses the account You have established with SAFENAMES LTD, whether or not the transactions were on Your behalf and/or authorized by You.
- 1.3. You use to purchase services from SAFENAMES LTD, and that statements of a general nature on Your Whois Privacy's web site or in SAFENAMES LTD promotional materials will not bind SAFENAMES LTD. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN") (including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy") and Your Registrar (i.e., the ICANN-accredited person or entity through which You register a domain name).

### 2. Your Whois Privacy's Private Registration Services

- 2.1. The business of is to heighten your right to privacy to the greatest extent possible.
- 2.2. When you subscribe to Your Whois Privacy's private registration service through Safenames , each and any available domain name registration that you designate will thereafter be registered in the name of Your Whois Privacy, as Registrant.
- 2.3. In exchange for Your Whois Privacy becoming the Registrant of each domain name registration on Your behalf, Your Whois Privacy shall keep Your name, postal address, email address, phone and fax numbers confidential, subject to Section 6 of this Agreement.
- 2.4. When Your Whois Privacy becomes the Registrant of Your domain name registration, the following Your Whois Privacy information (and not your personal information) will be made publicly available in the "Whois" directory as determined by ICANN policy:
  - 2.4.1. Your Whois Privacy's name and postal address as Registrant of the domain name;
  - 2.4.2. Your Whois Privacy's email address, postal address and phone number for the domain name registration's technical contact;
  - 2.4.3. Your Whois Privacy's email address, postal address and phone number for the domain name registration's administrative contact;
  - 2.4.4. Your Whois Privacy's email address, postal address and phone number for the domain's name registration's billing contact;
  - 2.4.5. The primary and secondary domain name servers You designate for the domain name;
  - 2.4.6. The domain name's original date of registration and expiration date of the registration; and

#### 2.4.7. The identity of Your Registrar.

### 3. Full Rights Retained to you

- 3.1. Although Your Whois Privacy will be the Registrant of each domain name registration you designate, you will retain the full benefits of domain name registration with respect to each such domain name registration, including:
  - 3.1.1 The right to sell, transfer or assign each domain name registration;
  - 3.1.2. The right to control the use of each domain name registration, including designating the primary and secondary domain name servers to which each domain name points;
  - 3.1.3. The right to cancel each domain name registration;
  - 3.1.4. The right to cancel Your account with Your Whois Privacy so that You become the Registrant;
  - 3.1.5. The right to renew each domain name registration upon its expiration, subject to Your Registrar's applicable rules and policies; and
  - 3.1.6. The right to initially resolve any and all monetary, creditor or other claims that arise in connection with a legal or other dispute involving Your domain name registration, subject to Your Whois Privacy's Section 4 rights, which shall, in all events, supersede any and all of Your rights as set forth in this Section 2.

### 4. Your Obligations

- 4.1. You warrant that all information provided by you to Your Whois Privacy is truthful, complete, current and accurate.
- 4.2. You also warrant that You are using Your Whois Privacy's private registration services in good faith and that You have no knowledge of Your domain name infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.
- 4.3. You also warrant that the domain name being registered by Your Whois Privacy on Your behalf will not be used in connection with any illegal or morally objectionable activity or in connection with the transmission of Spam.
- 4.1. You agree that for each domain name for which Your Whois Privacy becomes the Registrant on Your behalf, You will provide accurate and current information as to:
  - 4.1.1 Your name and postal address;
  - 4.1.2. The email address, postal address, phone and fax numbers for the domain name registration's technical contact;
  - 4.1.3. The email address, postal address, phone and fax numbers for the domain name registration's administrative contact;
  - 4.1.4. The email address, postal address, phone and fax numbers for the domain name registration's billing contact;

- 4.1.5. The primary and secondary domain name servers to which each domain name points; and
  - 4.1.6. The domain name's original date of registration and expiration date.
- 4.2. You agree to:
- 4.2.1. notify Safenames Ltd within five (5) business days when any of the personal information You provided upon subscribing to Your Whois Privacy's services, changes;
  - 4.2.2. respond within five (5) business days to any inquiries made by Your Whois Privacy to determine the validity of personal information provided by You;
  - 4.2.3. respond to email messages posted to Your Your Whois Privacy account regarding correspondence Your Whois Privacy has received that is either addressed to or involves Your domain name registration,
- 4.3. It is Your responsibility to keep Your personal information current and accurate at all times.

## **5. Renewals**

- 5.1. You agree that Your Whois Privacy, as Registrant, will:
- 5.1.1. arrange for Your Registrar to automatically renew on Your behalf, for a period of one year only, any domain name registration that is up for renewal; and
  - 5.1.2. arrange for Your Registrar to charge the credit card You have on file with the Registrar, at the Registrar's then current rates.
- 5.2. Renewal fees, once charged, will be non-refundable.
- 5.3. You may also elect not to automatically renew Your Whois Privacy's private registration services, by logging into Your customer account at Your Registrar's web site and selecting the manual renewal option.
- 5.4. It is your responsibility to keep your credit card information current and accurate, including the expiration date.

## **6. Suspension, Termination of Service and Disclosure of Personal Information**

- 6.1. You understand and agree that Your Whois Privacy has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to either:
- 6.1.1. close Your account (which means You then become the Registrant of the domain name registration);
  - 6.1.2. reveal your name and personal information that You provided to Your Whois Privacy when required by law, in the good faith belief that such

action is necessary in order to conform to the edicts of the law, or to comply with a legal process served upon Your Whois Privacy;

- 6.1.3. resolve any and all third party claims, whether threatened or made, arising out of Your use of a domain name registered by Your Whois Privacy on Your behalf; or
- 6.1.4. take any other action Your Whois Privacy deems necessary:
  - 6.1.4.1 In the event you breach any provision of this Agreement or the Your Whois Privacy Anti-Spam Policy;
  - 6.1.4.2. To protect the integrity and stability of the applicable domain name Registry;
  - 6.1.4.3. To comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement;
  - 6.1.4.4. To comply with ICANN's Dispute Resolution Policy;
  - 6.1.4.5. To avoid any financial loss or legal liability (civil or criminal) on the part of Your Whois Privacy, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;
  - 6.1.4.6. If the domain name Your Whois Privacy registers on Your behalf violates or infringes a third party's trademark, trade name or other legal rights; and
- 6.2. If it comes to Your Whois Privacy's attention that You are using Your Whois Privacy's services for purposes of engaging in, participating in, sponsoring or hiding Your involvement in, illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise:
  - 6.2.1. appeal purely to the prurient interests of third parties;
  - 6.2.2. defame, embarrass, harm, abuse, threaten, or harass third parties;
  - 6.2.3. violate state or federal laws of the United States and/or foreign territories;
  - 6.2.4. involve hate crimes, terrorism and child pornography;
  - 6.2.5. are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable;
  - 6.2.6. impersonate the identity of a third party;
  - 6.2.7. harm minors in any way; or

- 6.2.8. relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, timebombs or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data or personally identifiable information.
- 6.3. You also acknowledge and agree that Your Whois Privacy may, in its sole discretion and without any liability to you whatsoever:
  - 6.3.1. cancel the registration of any domain name Your Whois Privacy has registered on Your behalf during the first thirty (30) days after registration has taken place;
  - 6.3.2. cancel the registration of any domain name Your Whois Privacy has registered on Your behalf if that name is being used in association with Spam; and/or
  - 6.3.3. suspend your rights detailed under Section 3 of this Agreement during resolution of a dispute.
- 6.4. You further understand and agree that if Your Whois Privacy is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your domain name registration or Your use of Your Whois Privacy's services, Your private domain name registration will automatically revert back to You and Your identity will therefore be revealed in the Whois directory as Registrant.
- 6.5. In the event:
  - 6.5.1. Your Whois Privacy takes any of the actions set forth in paragraphs 6.1., 6.2. or 6.3. above; and
  - 6.5.2. You elect to cancel Your Whois Privacy's services for any reason,neither Your Whois Privacy nor your Registrar will refund any fees paid by You whatsoever.

## **7. Communications and Correspondence Forwarding**

- 7.1 You agree that Your Whois Privacy will review and forward communications addressed to your domain name that are received via email, certified or traceable courier mail (such as UPS, FedEx, CityLink or DHL), or first class Royal Mail postal mail.
- 7.2. You specifically acknowledge that Your Whois Privacy will not forward to you first class postal mail (other than legal notices), "junk" mail or other unsolicited communications (whether delivered through fax, postal mail or telephone), and
- 7.3. You further authorize Your Whois Privacy to either discard all such communications or return all such communications to sender unopened.

7.4. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded to you by Your Whois Privacy.

7.5. You have three email preferences from which to choose. You can elect to: (i) have all of the messages forwarded;

7.5.1. have all of the messages filtered for Spam and then forwarded; or

7.5.2. have none of the messages forwarded.

## **8. Correspondence Notifications.**

8.1. When Safenames receives certified or traceable courier mail or legal notices addressed to Your domain name, we will post an email message to Your Safenames account.

8.2. Our email message will identify the sender of the correspondence, the date we received it, and a brief description of its contents.

9.3. You will have seventy-two (72) hours to decide whether to reject the correspondence or have it forwarded via overnight courier, facsimile (or both).

8.4. You will be informed of the charge for both shipping options and the credit card You provide will be billed only after You have affirmatively selected one or both shipping options. You must select a shipping option and the credit card transaction must be successful prior to us forwarding the correspondence to You.

8.5. In the event You do not respond to our email message, Safenames Ltd will attempt to contact you via telephone.

8.6. If you do not respond to our email or voice messages and/or the correspondence that Safenames has received regarding Your domain name registration concerns a legal dispute or otherwise requires immediate forwarding and/or immediate disposition, SAFENAMES LTD may immediately reveal Your identity and/or cancel our private registration service regarding either the domain name registration in question or with respect to all of Your private domain name registrations, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number.

8.7. We take this action because SAFENAMES LTD will not become involved in any legal or other matters between You and third parties.

## **9. Correspondence Forwarding Fees.**

9.1. In consideration for:

9.1.1 handling and forwarding certified and traceable courier mail and certain first class correspondence, and

9.1.2 responding to and dealing with complaining third parties,

You agree to pay SAFENAMES LTD at the time such services are provided.

- 9.2. SAFENAMES LTD may change its forwarding fees at any time.
- 9.3. Unless otherwise stated, all fees are posted (and payable by You) in U.S. Dollars or may be converted to your local currency.
- 9.4. You are responsible for paying all fees and taxes associated with using Your Whois Privacy's forwarding services. Payment shall be made by You providing a valid credit card for charge by SAFENAMES LTD, and is non-refundable.
- 9.5. If for any reason SAFENAMES LTD is unable to charge Your credit card with the full amount of the service provided, or if SAFENAMES LTD is charged back for any fee it previously charged to the credit card You provided, You agree that SAFENAMES LTD may, without notice to You, pursue all available remedies in order to obtain payment, including but not limited to, sale of the domain name registration to a third party, and immediate cancellation of Your account and all services SAFENAMES LTD provides to You.

#### **10. Additional Administrative fees**

- 10.1 SAFENAMES LTD reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services.
- 10.2. These include, but are not limited to:
  - 10.2.1. customer service issues that cannot be handled over email but require personal service, and
  - 10.2.1. disputes that require legal services.
- 10.3. You agree that SAFENAMES LTD will arrange for Your Registrar to bill these charges to the credit card You have on file with the Registrar.
- 10.4. Administrative fees, once charged, will be non-refundable.
- 10.5. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. Failure to do so could result in termination of Your Whois Privacy's services.

#### **11. Exclusions, Limitations and Indemnities**

- 11.1. Under no circumstances shall SAFENAMES LTD be liable for any direct, indirect, incidental, punitive, special, or consequential damages for any reason whatsoever related to this agreement, your domain name registration, Your Whois Privacy's services, use or inability to use the SAFENAMES LTD Web site or the materials and content of the Web site or any other Web sites linked to the SAFENAMES LTD Web site or your provision of any personally identifiable information to SAFENAMES LTD or any third party.

- 11.2. This limitation applies regardless of whether the alleged liability is based on contract, tort, warranty, negligence, strict liability or any other basis, even if SAFENAMES LTD has been advised of the possibility of such damages or such damages were reasonably foreseeable. Because certain jurisdictions do not permit the limitation or elimination of liability for consequential or incidental damages, Your Whois Privacy's liability in such jurisdictions shall be limited to the smallest amount permitted by law.
- 11.3. You further understand and agree that SAFENAMES LTD disclaims any loss or liability resulting from:
  - 11.3.1 the inadvertent disclosure or theft of Your personal information;
  - 11.3.2. access delays or interruptions to our web site or the web sites of our affiliated-Registrars;
  - 11.3.3. data non-delivery or mis-delivery between You and SAFENAMES LTD;
  - 11.3.4. the failure for whatever reason to renew a private domain name registration;
  - 11.3.5. the unauthorized use of Your SAFENAMES LTD account or any of Your Whois Privacy's services;
  - 11.3.6. errors, omissions or misstatements by SAFENAMES LTD;
  - 11.3.7. deletion of, failure to store, failure to process or act upon email messages forwarded to either You or Your private domain name registration;
  - 11.3.8. processing of updated information regarding Your SAFENAMES LTD account;
  - 11.3.9. any act or omission caused by You or Your agents (whether authorized by You or not).
- 11.4. You agree to release, defend, indemnify and hold harmless SAFENAMES LTD, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and Your Registrar, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement, the services provided hereunder by SAFENAMES LTD, the SAFENAMES LTD web site, Your account with SAFENAMES LTD, Your use of Your domain name registration, and/or disputes arising in connection with the Dispute Resolution Policy.
- 11.5. The Website, including any content or information contained within or provided through it, is provided on an "as is" basis with no representations or warranties of any kind other than those expressly set out in these Terms.
- 12.6. In no event may you bring any claim against us more than 12 months after you knew of (or ought reasonably to have discovered) the event(s) giving rise to the potential liability.
- 11.7. Your subscription to and use of Your Whois Privacy's services and its Web site are entirely at your risk.



## **12. Term**

12.1 The term of this Agreement shall continue in full force and effect as long as SAFENAMES LTD is the Registrant for any domain name on Your behalf. Sections 5 (Communications Forwarding), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 10 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

## **13. SAFENAMES LTD WARRANTY DISCLAIMER**

SAFENAMES LTD, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers, and employees expressly disclaim all representations and warranties of any kind in connection with this agreement, the service provided hereunder, the SAFENAMES LTD Web site or any Web sites linked to the SAFENAMES LTD Web site, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. All SAFENAMES LTD services, as well as the SAFENAMES LTD Web site, are provided "AS IS". Your subscription to and use of Your Whois Privacy's services and its Web site are entirely at your risk. Some jurisdictions do not allow the disclaimer of implied warranties, in which event the foregoing disclaimer may not apply to you.

## **14. Intellectual Property Rights**

14.1. You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the SAFENAMES LTD web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that SAFENAMES LTD expressly reserves its rights in and to all such content and materials.

14.2 You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the afore-described content and materials without the express written permission of SAFENAMES LTD. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

## **15. Amendments**

15.1 You acknowledge that SAFENAMES LTD may amend this agreement at any time upon posting the amended terms on its Web site, and that any new, different or additional features that change the services provided by SAFENAMES LTD will automatically be subject to this agreement. If you do not agree to be bound by, or if you object to, the terms and conditions of this agreement and any amendments hereto, do not use or access our services. Continued use of Your Whois Privacy's services and its Web site after any such changes to this agreement have been posted, constitutes your acceptance of those changes.

## **16. Severability; Construction; Entire Agreement**

If any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions

of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and SAFENAMES LTD regarding the services contemplated herein.

## **17. English law and jurisdiction**

17. .1 This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England & Wales.

## **18. Notices**

All notices from SAFENAMES LTD to You will be sent to the email address You provided to SAFENAMES LTD. Notices by email shall be deemed effective 24 hours after the email is sent by SAFENAMES LTD, unless SAFENAMES LTD receives notice that the email address is invalid, in which event SAFENAMES LTD may give You notice via first class or certified mail, return receipt requested. All notices from You to SAFENAMES LTD shall be sent via certified mail, return receipt requested or traceable courier to SAFENAMES LTD, Safenames House, Sunrise Parkway, Linford Wood, Milton Keynes MK14 6LS. Notices sent via certified mail or traceable courier shall be deemed effective five (5) days after the date of mailing.