

# GLOBAL DOMAIN PRIVACY SERVICES INC – Whois Privacy Service Agreement

## 1. Introduction

This Agreement governs the terms and conditions upon which GLOBAL DOMAIN PRIVACY SERVICES INC, a company incorporated under the laws of Panama with registered office at Tower Financial Center, 35th Floor, 50th Street and corner of Elvira Mendez street, Panama city, Panama ("us", "we" or "the company") agrees to provide You with the WHOIS Privacy Service.

We reserve the right to amend the terms and conditions contained in this Agreement at any time by posting the amended Agreement in full, to the Company's website (<http://domains-anonymizer.com/>) without further notice to you, effective immediately upon such posting.

By using the WHOIS Privacy Service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement (as amended from time to time) as well as reading and agree to be bound by all legal documents uploaded on <http://domains-anonymizer.com>. You agree to comply at all times with the rules and policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") including the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the terms, conditions and policies imposed by the Registrar of the domain name to which the WHOIS Privacy Service applies.

You acknowledge and agree that the Company may, in our sole and absolute discretion, suspend, cancel, or modify the Whois Privacy Service or your use of the Service at any time in accordance with the provisions of this Agreement, without notice to you.

## 2. COMPANY'S WHOIS Privacy Service

2.1 You understand and accept that the Company's WHOIS Privacy Service is a proxy service as per ICANN's Rules and Registrar Accreditation Agreement but shall be known as "WHOIS Privacy" hereinafter.

2.2 You are required to provide the following details when purchasing WHOIS Privacy:

2.2.1 The first and last legal name of the registered domain name owner;

2.2.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

2.2.3 The identity of Registrant including Registrant's telephone and fax numbers (including any relevant extension numbers) and email address;

2.2.4 The original creation date of the registration;

2.2.5 The expiration date of the registration;

2.2.6 The name and postal address of the Registered Domain Name Holder;

2.2.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;

2.2.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;

2.2.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name.

2.3 Subscribers to the WHOIS Privacy Service who activate the service have elected to remove the following information on the publicly available WHOIS Registry:

2.3.1 Registrant and Contacts name(s);

2.3.2 Postal address and assigned email address and telephone number on behalf of the Registrant and the Contact(s).

2.4 Subscribers are aware that if the WHOIS Privacy Service is disabled during the term, this information will be displayed on the publicly available WHOIS Registry.

2.5 Subscribers to the WHOIS Privacy Service who activate the service have elected to display the following information on the publicly available WHOIS Registry:

2.5.1 The primary and secondary nameservers shall be those designated by the Company.

2.5.2 The original date of registration and the expiration of each domain name;

2.5.3 Registry Domain ID

2.5.4 Registrar Abuse Contact Email

2.5.5 Registrar Abuse Contact Phone

2.5.6 Domain Status

2.5.7 Registry Registrant ID

2.5.8 Registry Admin ID

2.5.9 Registry Tech ID

2.5.10 DNSSEC

2.5.11 Last update of WHOIS database

2.6 Clients are to note that the Company will be identified as the registrar of record.

2.7 You understand and agree that the information that you provide in respect of registrant details and contact details will be kept on file.

2.8 You further agree and warrant that you will ensure that any information supplied is accurate and up to date.

2.9 You will retain complete control over the domain name and its registration records.

2.10 You may suspend and reinstate the WHOIS Privacy Service at your discretion.

2.11 The WHOIS Privacy Service may be used with both new and existing domain name registrations. You may use the WHOIS Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the WHOIS Privacy Service must be disabled in order to initiate the transfer.

2.12 We will send all renewal and transfer related communications to the contact details you supply.

### **3. Your Obligations**

You represent to GLOBAL DOMAIN PRIVACY SERVICES INC, that:

- 3.1 You have provided full and accurate information as Registrant, administrative contact, and technical contact;
- 3.2 Your Content does not violate 3rd party trade or service marks, copyrights, patents or other intellectual property rights;
- 3.3 Your domain name(s) will not be used in conjunction with any illegal activities;
- 3.4 You will not use your domain name(s) as a source or destination of packet flooding, mail bombs, packet corruption, denial of service, or other illegal or abusive cyber activities;
- 3.5 You will not conduct server hacking or promote hacking, cracking or other cybercrimes or activities;
- 3.6 You will not disseminate or transmit SPAM email;
- 3.7 You will not disseminate illegal, hateful, harmful, violent, racially or ethnically intolerant, abusive, obscene, pornographic, defamatory, harassing, malicious, protected material or content that otherwise violates the intellectual property rights of others;

### **4. Forwarding Communications**

- 4.1 You acknowledge and accept that whilst a WHOIS Privacy Service is enabled We may forward any correspondence received by us for you or related to your domain to the contact details that you supply, either by post or by email. This correspondence may be opened and scanned as necessary.
- 4.2 We will only be responsible for forwarding communications where our details have appeared in the WHOIS and when your WHOIS Information is accurate, complete and up to date.
- 4.3 Email correspondence will be forwarded according to the instructions of the Registrant as they appear in our records.
- 4.4 You agree to waive any and all claims arising from Your failure to receive any type of communication directed to You but not forwarded by GLOBAL DOMAIN PRIVACY SERVICES INC.

## **5. Right to Suspend and Disable**

5.1 We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact WHOIS Information in certain circumstances, including (but not limited to) the following:

- 5.1.1 when required by law or to avoid legal liability;
- 5.1.2 in the good faith belief that disclosure is necessary to assist in investigations to an alleged breach of a law;
- 5.1.3 to help to resolve any and all third party claims including but not limited to ICANN's or any other relevant dispute resolution policy;
- 5.1.4 to avoid financial loss;
- 5.1.5 in the good faith belief that you are using the WHOIS Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities;
- 5.1.6 to transmit spam, viruses, worms or other harmful computer programs;
- 5.1.7 when We believe in good faith that such action is required by law;
- 5.1.8 in order to comply with ICANN and/or applicable Registry rules, policies or procedures;
- 5.1.9 if the Services are being used for the publication, web forwarding, linking to, issue of or display of any material which in Our absolute discretion may harm Us, Our reputation or otherwise bring Us into disrepute.

In the event that We receive a formal complaint (including, but not limited to, a notice of claim or UDRP notification), We will have the right to disable the WHOIS Privacy Service pending a final decision.

## **6. Indemnification**

6.1 You agree to release, defend, indemnify and hold harmless GLOBAL DOMAIN PRIVACY SERVICES INC, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers, and employees 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 Your use of the WHOIS Privacy Services provided hereunder or Your use of the underlying domain name(s).

## **7. Warranty Disclaimer**

7.1 GLOBAL DOMAIN PRIVACY SERVICES INC, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE WHOIS PRIVACY SERVICES PROVIDED HEREUNDER, THE GLOBAL DOMAIN PRIVACY SERVICES INC WEBSITE OR ANY WEB SITES LINKED TO THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL WHOIS PRIVACY SERVICES, AS WELL AS THE WEBSITE, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO, AND USE OF THE WHOIS PRIVACY SERVICES, AND ITS WEBSITE, 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

## **8. Payment terms and refunds**

8.1 You agree that the term of the WHOIS Privacy registration will run in conjunction with the requested domain that the Client wishes to register or any pre-existing domain that the client wishes to renew. However, should the domain be registered on a different date to the WHOIS Privacy You acknowledge and understand that this does not mean the WHOIS Privacy will run for the same length of time as the domain is registered.

8.2 The domain and the WHOIS Privacy shall have separate expiration dates. It is your responsibility to ensure that any WHOIS Privacy runs for the same length of time as the domain. In the event that the domain expires prior to the associated WHOIS Privacy, the Company shall not issue any refunds for the remaining period.

8.3 You must contact the Company Support team at [support@domains-anonymizer.com](mailto:support@domains-anonymizer.com) within five (5) calendar days to make a request for a refund. You acknowledge and understand that your request for a refund does not in any way guarantee that Company shall issue a refund.

## **9. Renewal**

9.1 The WHOIS Privacy shall automatically renew upon expiry for the same amount of years as previously renewed or purchased unless You actively set the service to expire upon renewal. This must be done while the WHOIS Privacy service is live through your Control Panel.

## **10. Verification**

Please note that having the WHOIS Privacy Service disabled or dormant for any length of time during the term of the service does not mean that the purchase price shall be refunded or reduced in any way.

10.1 You acknowledge and understand that We shall verify the email address you provide upon registration, upon purchase of WHOIS Privacy, upon any updates you make, once a year and at any other time We deem necessary. In the event that your email address cannot be verified, your domain shall be suspended within fifteen (15) calendar days and/or removed from your control.

10.2 Further to the above clause 10.1, You acknowledge and accept that We shall keep a log of the checks We carry out for as long as is deemed necessary by ICANN.

10.3 You acknowledge and understand that We shall cross validate postal address information to ensure that it is a legitimate address. In the event that your postal address cannot be verified, your domain shall be suspended within fifteen (15) calendar days and/or removed from your control.

10.4 This verification process is non-negotiable.

## **11. Whois privacy**

11.1 The terms within this Company WHOIS Privacy shall continue to apply for all domains with WHOIS Privacy services purchased.

11.2 If in the event YOU have a WHOIS Opt-Out feature enabled You understand that this service shall remain free until such time that You disable it. Should you wish to re-enable the feature this will become immediately chargeable and You shall be liable to pay the associated fees to the Company.

## **12. Legal age**

12.1. You attest that you are of legal age to enter into this Service Agreement.

## **13. No agency relationship.**

13.1 Nothing contained in this Service Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

## **14. Waiver.**

14.1 The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

## **15. Enforceability.**

15.1 In the event that any provision of this Services Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Services Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

## **16. Governing law and jurisdiction for disputes**

16.1 Except as otherwise set forth in the UDRP with respect to any dispute over a domain name registration this Services Agreement, your rights and obligations and all actions contemplated by this Services Agreement shall be governed by the laws of Panama.

## **17. Force Majeure**

17.1 Neither party will be in default or otherwise liable for any delay or failure in its performance under this Agreement where such delay or failure arises by reason of an Act of God, any government or governmental body, acts of war, the elements, strikes or labor disputes, power or system failures, failure of the Internet, computer hacking, or other causes beyond the reasonable control of such party.

## **18. Headings**

18.1 The section headings appearing in this Service Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.