

Global Domain Privacy Service – Terms & Conditions

The following terms and conditions ("Privacy Conditions") shall apply if You are a Global Domain Privacy Service Inc. user/customer:

1. DEFINITIONS

1.1 The definition and rules of interpretation in this condition apply in the Privacy Conditions:

- "Contact Details" means the contact details for Your Domain Name that You maintain with your Registrar.
- "Dispute Resolution Policy" means any relevant dispute resolution policy.
- "Domain Name" means an Internet top-level domain name capable of registration through Your Registrar.
- "Domain Name Servers" means computers that provide specific translation information in the Domain Name System.
- "Domain Name Registry" means the organisation, which operates the zone file converting Domain Names to Internet protocol addresses for a top level Domain Name.
- "Expiration Date" means the date set out in the Whois database for the expiration of the registration of the Domain Name.
- "Privacy Service" means a service to replace your contact data in the public Whois database with Our contact data as detailed in these Privacy Conditions.
"Registrar" means the commercial entity, accredited by the Registry, to manage the reservation of the Domain Name in accordance with the guidelines of the Domain Name Registry or its reseller.
- "You" or "Your" means the person who is entering into this Contract with Us and who the Domain Name will be registered for.
- "We", "Us" or "Our" means Global Domain Privacy Service Inc. a company incorporated in Panama for the purpose of providing a Privacy Service.
- "Whois" means a Domain Name search tool for an Internet top level domain name registry database which will display Your contact data until a Privacy Service is enabled.

2. THE PRIVACY SERVICE

2.1. When You subscribe a Domain Name to Our Privacy Service You designate that We will thereafter be registered as the holder of the Domain Name ("Registrant").

2.2. Subject to clause 5, for each Domain Name You subscribe to the Privacy Service, We shall keep Your name, postal address, email address, phone and fax numbers confidential.

2.3. When We become the Registrant of a Domain Name, the following information will be publicly available in the Whois for the Domain Name:

2.3.1. Our name and postal address as the Registrant;

2.3.2. Our email address, postal address, phone number and fax number as the technical contact, administrative contact and billing contact;

2.3.3. the primary and secondary Domain Name Servers that You designate for the Domain Name;

2.3.4. the Domain Name's original date of registration and Expiration Date; and

2.3.5. the commercial entity, accredited by the Registry, to manage the reservation of the Domain Name in accordance with the guidelines of the Domain Name Registry

2.4. You will retain the full benefits of the Domain Name and may cancel the Privacy Service for each Domain Name at any time and You will then become the Registrant and Your details will show in the Whois.

3. YOUR OBLIGATIONS

3.1. You agree and acknowledge that in relation to each Domain Name You subscribe to the Privacy Service:

3.1.1. You will provide and update accurate and current Contact Details at all times of:

3.1.1.1. the email address, postal address, phone and fax numbers for the Domain Name's technical contact, administrative contact and billing contact;

3.1.1.2. the primary and secondary Domain Name Servers that You designate for each Domain Name; and

3.1.2. You will:

3.1.2.1. respond within 7 days to any inquiries made by Us to determine the validity of any information provided to Us by You; and

3.1.2.2. respond within 10 days to correspondence We receive that is either addressed to or involves a Domain Name, as detailed in clause 5 below.

4. YOUR REPRESENTATIONS & WARRANTIES.

You represent and warrant that all information provided by you pursuant to this Agreement is truthful, complete, current and accurate and you represent and warrant that you will maintain all information in this status throughout the term of the Agreements. You also represent and warrant that you are using the Domain Name Whois Privacy Services in good faith and that you have no knowledge or reason to believe that your Protected Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the Domain Name Whois Privacy Services nor Protected Domain(s) will not be used in connection with any illegal or morally objectionable activity or, in connection with the transmission of unsolicited commercial email(s) ("Spam"). Further, you represent and warrant that you will not provide any third party with the Domain Name Whois Privacy Addresses for the purpose of having such third party transmit communications to you through us.

5. SUSPENSION AND TERMINATION OF PRIVACY SERVICE

5.1. You acknowledge and agree that We have the absolute right, in Our sole discretion and without any liability to You whatsoever, to suspend or cancel the Privacy Service for each subscribed Domain Name, such that You will then become the Registrant of the Domain Name with all applicable information then showing in the Whois, in certain circumstances, including but not limited to the following:

5.1.1. when required by law, governmental rules or requirements, governmental authorities or a court order; or

5.1.2. when We believe in good faith that such action is required by law; or

5.1.3. in compliance with a legal process served upon Us; or

5.1.4. in order to comply with ICANN and/or applicable Registry rules, policies or procedures; or

5.1.5. to resolve any and all third party claims, whether threatened or made, arising out of Your use of a Domain Name; or

5.1.6. if We believe that You are using the Privacy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities; or

5.1.7. protect the integrity and stability of the applicable Domain Name Registry; or

5.1.8. to comply with any Dispute Resolution Policy; or

5.1.9. to avoid any financial loss or legal liability (civil or criminal) on the part of Us, Our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; or

5.1.10. if the Domain Name We register on Your behalf violates or infringes a third party's trademark, trade name or other legal rights.

5.2. You further acknowledge and agree that in the event that We receive a formal complaint, notice of claim in relation to legal proceedings or in relation to a Dispute Resolution Policy, the subject matter of which is a Domain Name or which relates to Your use of the Services, We have the right to suspend the Privacy Service and Your identity will be revealed in the Whois as Registrant until and subject to the resolution of such matter.

6. INDEMNIFICATION

6.1 You agree to release, defend, indemnify and hold harmless the Registrar, 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. REFUND IN EVENT OF CANCELLATION

7.1. We will not provide a refund in the event that We exercise any of Our rights set out in clause 5 above or You elect to cancel Our Privacy Service for any reason.

8. COMMUNICATIONS FORWARDING

8.1. You agree and acknowledge that:

8.1.1. We will forward to You communications relevant to any or all of the circumstances set out at clauses 5.1 and 5.2 addressed to Your Domain Name that are received by Us by email, postal mail or fax.

8.1.2. The importance of clause 3.1.1 in allowing Us to fulfil our obligations to You in this clause 8.

8.1.3. Subject to clause 8.1.1 We will not forward to You any other communications (whether delivered through email, postal mail or fax) and You further authorize Us to either discard all such communications or return all such communications to sender unopened.

8.2. 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 Us.

8.3. We reserve the right to pass on to You the reasonable costs We may incur for administrative tasks outside of the scope of Our Privacy Service. Such tasks include, but are not limited to, customer service issues that cannot be handled by email and disputes requiring legal services.

9. ABUSE

9.1. We do not allow the use the service to hide the identity of the registrant in case of illegal use. Please report any illegal or unlawful activity to support@domains-anonymizer.com. Each complaint will be reviewed and verified by our staff. In case of a substantiated complaint, we may reveal the identity of the registrant to the complainant or cancel the service for the offending domain name. To assist us in better assessing your complaint, please provide any evidence of the illegal use of the domain name.

10. SUPPORT SERVICES

Our support team is here to help. Contact our team for assistance for account related issues and technical support for whois privacy . You can access these services by contacting us via phone or email. Our goal is to resolve your issue as quickly as possible. We are committed to answer your emails within 24 hours on business days. If your request involves additional support by a third party, the response time may be delayed.

Support & Abuse requests can be sent to: support@domains-anonymizer.com.

Trademark Claims If you would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark or other rights of third parties , we request that you substantiate such claim by providing the following information via email to support@domains-anonymizer.com. The words "Trademark Claim" should appear in the subject line of the email.

In any circumstances communications from third parties to the customer of GLOBAL DOMAIN PRIVACY SERVICES INC will be forwarded to registrant contact email address.

GLOBAL DOMAIN PRIVACY SERVICES INC will terminate service to the customer and reveal customer's identity and/or contact data if Terms & Conditions are violated.

11. GOVERNING LAW AND JURISDICTION CLAUSE FOR DISPUTES IS MISSING

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

12. NO AGENCY RELATIONSHIP

Nothing contained in this 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.

13. ENFORCEABILITY

In the event that any provision of this 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 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.

14. HEADINGS

The section headings appearing in this 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.