



AGREEMENT FOR USE OF THE PRIVACY SERVICE (THE "AGREEMENT")

PRIVATENAME SERVICES INC.,

a British Columbia corporation, with a registered office address of
1201 - 11871 Horseshoe Way, Richmond, British Columbia, Canada, V7A 5H5

DEFINITIONS

Partner: Corporate customer who accepts this Agreement for the Use of PrivateName Service for himself or for his Customer(s).

Registrar: The Registrar is the service provider which the Partner authorizes with the registration.

Registrant: Any person or entity who orders or ordered the registration of a domain name and owns the domain name.

Customer: Any person or entity on whose behalf the Partner registers a domain name pursuant to the Partner Contract, and who uses the Privacy Service.

Partner Contract: Partner Contract is the agreement regarding Privacy Service between Partner and Customer pursuant to this Agreement.

1. THE PRIVATENAME SERVICE

1.1. PrivateName provides a Whois privacy protection service (the "Privacy Service") which enables certain Whois details for a particular domain name or multiple domain names to be replaced with PrivateName's Whois contact details, in order that a domain name registrant's own contact details are not readily shown in publicly available Whois databases, as further particularized herein.

1.2. Partner wishes to contract with PrivateName for the Partner's use of the Privacy Service on the terms and conditions set out herein.

1.3. PrivateName wishes to provide the Privacy Service to the Partner on the terms and conditions set out herein.

2. AGREEMENT

2.1. In consideration of the agreement of the Partner to offer the Privacy Services to the Partner's Customers in accordance with this Agreement and pursuant to the Fee Schedule, PrivateName hereby agrees to provide the Partner with access to the Privacy Service for its own use and for the use of the Partner's Customers (as defined below), for the duration of the Term of this Agreement, subject to the terms and conditions contained herein.

2.2. The terms, conditions, and provisions set out in the "Terms of Service", attached hereto as Schedule A, are incorporated into the Agreement by reference. Any terms or conditions in the Terms of Service which are inconsistent with the terms or conditions herein, shall be subject to the terms and conditions herein which shall have priority.

3. TERM AND TERMINATION OF CONTRACT

3.1. This Agreement shall commence on the Effective Date and is permanent until it is terminated.

3.2. This Agreement may be terminated for any reason by PrivateName, upon providing the Partner with six (6) weeks written notice.

3.3. This Agreement may be terminated for any reason by the Partner, Customer or Registrant upon providing PrivateName with fourteen (14) days written notice.

3.4. This Agreement may be terminated immediately without any notice by PrivateName, for any breach of the terms and conditions contained in Schedule A.

4. PARTNER'S OBLIGATIONS

4.1. The terms and conditions set out in Schedule A attached hereto, shall apply to the provision of the Privacy Service, whether the Privacy Service is used by the Partner or by the Partner's own customers.

4.2. It is a condition of the provision of the Privacy Service, that the Partner and each customer of the Partner who wants to use the Privacy Service, acknowledge and agree to the terms and conditions in the Schedule in a form and manner satisfactory to PrivateName in respect of each domain name that engages the Privacy Service ("Acknowledgement and Agreement"). The evidence of each such Acknowledgement and Agreement shall be recorded by the Partner and transmitted to PrivateName in a format and manner satisfactory to PrivateName.

4.3. Schedule A shall be subject to Acknowledgement and Agreement in its entirety, without any amendment or additional terms or conditions whatsoever, unless agreed to in writing between PrivateName and the Partner. Furthermore, the Partner may not purport to apply any additional terms or conditions to the availability of the Privacy Service to itself or to its Customers unless agreed to in writing between PrivateName and the Partner.

4.4. In case of a transfer request by the Registrant, it might be necessary to suspend the Privacy Service. The Partner is aware and agrees that in such a case the Privacy Service (Whois Privacy as well as Whois Privacy Plus) may be suspended whereby the real data stored at the registrar or registry may be displayed in the public Whois for a certain period of time in order to perform the transfer.



5. PRICING

5.1. Whois Privacy: The standard Whois Privacy Service is free of charge until further notice. Whois Privacy Plus: The Whois Privacy Plus Service is subject to a fee. The service fee is charged per domain name for which the Whois Privacy Plus Service is used according to the pricelist which becomes part of the contract by reference.

5.2. The Partner is free to determine what fees he charges his Customers for the above-mentioned services (including higher and lower fees).

5.3. The Partner may collect payment from its Customers in respect of the Privacy Service through any means permitted by its Partner Contract.

5.4. PrivateName will record all domain names which engage the Privacy Service in accordance with the Acknowledgement and Agreement, and charge the Partner. Any domain names which have been subject to deactivation of the Privacy Service shall nevertheless be subject to payment. All payments due to PrivateName under this Agreement shall be made in the manner and as directed by PrivateName.

6. LAWFULLNESS OF PROCESSING

As far as he submits personal data of third parties to Registrar in connection with Privacy Services, Partner herewith expressly guarantees the lawfulness of processing, in particular in the sense of Art. 6 para. 1 GDPR where applicable.

7. INDEMNITY AND CAP ON LIABILITY

The Partner agrees to defend, indemnify and hold PrivateName, its employees, officers, directors, shareholders, agents, affiliates, and assigns, harmless from and against any and all third party claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) directly or indirectly arising out of or from or relating to your agreement to engage PrivateName to provide Privacy Services and the provision of Privacy Services hereunder.

EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY PRIVATENAME, NEITHER PRIVATENAME, ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES, AND ASSIGNS, WILL BE LIABLE FOR ANY LOST REVENUES OR PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF A DOMAIN NAME OR LOSS OF PROFITS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE, AND WHETHER OR NOT PRIVATENAME WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL PRIVATENAME'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT PAYABLE UNDER THIS AGREEMENT.

8. GENERAL PROVISIONS

8.1. Each party shall act as an independent contractor of the other and this Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between them. Neither party will have the right or authority to create any obligation or responsibility on the other's behalf or to obligate or bind the other in any respect.

8.2. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations on account of Internet connectivity, server malfunctions, strikes, lock-outs, labour disputes, shortages of materials, riots, insurrection, fires, flood, storm, explosions, earthquakes, hurricanes, blizzards, other acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such party.

8.3. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby irrevocably and exclusively attorn to the jurisdiction of the courts of British Columbia at Vancouver. Notwithstanding the foregoing, in PrivateName's sole unfettered, and/or arbitrary, discretion, it may require that any such dispute be adjudicated by the courts of the jurisdiction of the Registrar or a Customer of the Registrar.

8.4. Any notice to be given under this Agreement shall be in writing and shall be deemed delivered if delivered by e-mail to the Partner's email address as recorded above, or to PrivateName's office, as recorded above, by registered mail.

8.5. The Partner may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of PrivateName.

8.6. This Agreement and the attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

8.7. Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by applicable law.

8.8. No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity. This agreement has been read by the authorized representatives of the partner hereto at the place.

TERMS OF PRIVACY SERVICE

1. GENERAL

(1) The provision of PrivateName's privacy protection services as particularized herein, is provided on the condition that the following terms and conditions are acknowledged and agreed to.

(2) The following terms and conditions shall apply to the use of the Privacy Service provided by PrivateName Services Inc. (hereinafter referred to as PrivateName), by which domain name Registrants ("Registrants") may engage PrivateName to replace the WHOIS data of the domain name(s) registered by the Registrant with PrivateName own contact data, in compliance with the following terms of service (the "PrivateName Service" or the "Privacy Service").

(3) The provision of the PrivateName Service is subject to and conditional upon any conditions or regulations established by the Internet Corporation for Assigned Names and Numbers ("ICANN") and/or any conditions or regulations established by a particular domain name registry.

(4) Registrants may be both corporate bodies and physical persons unless the specific terms and conditions of registry of certain top level domains ("TLDs"), for which a Registrant may wish to use the PrivateName Service, provide for restrictions as to the publication of WHOIS data.

(5) The PrivateName Service is solely available from Registrars and/or Partners who have contracted with PrivateName (hereinafter referred to as "Partner").

2. SPECIFICATION OF SERVICES

(1) In the WHOIS, partially differing personal data of various so-called contacts including, but not limited to, the Registrant, the "admin contact", as well as the "tech contact", are published and/or required to be published in a globally accessible way by some registries (meaning the respective domain name registries that maintain one or more top-level domains in the domain name system) which enables registration of such domain names. Such data may include, without limitation, the complete name, postal address, phone and fax numbers as well as e-mail addresses. By using the PrivateName Service, this data may be replaced with PrivateName's own contact data, which will then be the data publicly accessible in the WHOIS. This service is available in order to lawfully protect the Registrant against any unwanted contact by third parties for an improper purpose and, if applicable, to act in a data protection compliant manner. PrivateName does not receive any personal data in this context. The Privacy Service only entitles Partner to use its company data for publication in the WHOIS records through the Registrar's systems.

(2) The PrivateName Service is available for a large number of TLDs, with the proviso that the applicable registration requirements of certain domain name registries may not allow a privacy protection service as provided by PrivateName. Therefore, PrivateName cannot and does not guarantee that the full scope of the PrivateName Service, or any privacy services, will be available for all TLDs offered by the Registrar.

(3) Third parties may make inquiries to PrivateName about domain names protected by Privacy Service ("Protected Domains"):

- in case of phone inquiries about the phone number stored in the WHOIS, third parties will be informed by way of a recorded message that in order to make a contact inquiry, they are required to use the contact form provided at www.privatenamename.com;

- in case of e-mail inquiries about the e-mail address stored in the WHOIS when using the standard Whois Privacy Service, third parties will be informed by autoresponder that in order to make a contact inquiry, they are required to use the contact form provided at www.privatenamename.com;

- Whois Privacy Plus:

The additional Whois Privacy Plus Service features a unique, non-personal and randomly assigned e-mail address stored in the WHOIS which replaces the generic PrivateName e-mail contact details.

The unique e-mail address allows anonymized and direct communication between the Registrant and an inquirer. The Registrar will forward all e-mails sent to the unique e-mail address to the e-mail address of the Registrant (OwnerC) currently known by the Registrar.

If the domain Registrant answers directly to the e-mail of the inquirer, the identity of the Registrant as the sender of the answering e-mail will be anonymized. It is expressly noted that anonymization is only possible for the sender, not for the content of the e-mail. In order to ensure anonymity, it is therefore recommended not to use any personal information (such as a footer) in the respective e-mails.

- any inquiries received by PrivateName via mail at the postal address stored in the WHOIS will be processed according to Section 9;

- any contact inquiries received by PrivateName via the contact form provided at www.privatenamename.com will be forwarded to the Registrant according to Section 9;

- any other inquiries directly received by Partners will be processed according to Section 9(5).

3. CONCLUSION OF CONTRACT

(1) A Registrant can only activate the PrivateName Service for any particular domain names through one of PrivateName's Partners. In this regard, reference is made to the restrictions set forth in Section 2(2). The PrivateName Service may either be activated directly upon registering a domain name or also subsequently for domain names already registered, however in the latter case historical WHOIS information may be available from the period prior to the activation of the Privacy Service.

(2) The original contact data and any other information required from the Registrant by the Partner during the service activation process must be complete and correct. Any failure to provide complete and accurate contact data to the Partner may cause the Privacy Service to be terminated and/or affect the validity or termination of the domain name(s) subject to the Privacy Service.

(3) It is clarified that no personal data is to be transferred to PrivateName. However, if the appropriate requirements are met, PrivateName is entitled to discontinue its service which will result in the real data deposited with the Registrar becoming publicly accessible.

(4) Registrants may use the name servers provided by PrivateName subject to compliance with all other provisions herein. If Registrants wish they can use their own name servers however Registrants may thereby be identified through their name servers notwithstanding the provision of the Privacy Service.

TERMS OF PRIVACY SERVICE

(5) Even if the Registrar is entitled to review data submitted by Partner to Registrar for completeness and accuracy however it is under no obligation to do so and shall rely upon the Registrant's representation and warranty as to completeness and accuracy of all such submitted data. If Registrar, in its sole unfettered discretion, considers the data to be sufficient, the requested PrivateName Service will be activated and the Registrant will be informed accordingly by e-mail to the e-mail address provided upon registration.

(6) Registrants shall be solely responsible for the maintenance of complete and accurate data transmitted according to Section 3(5). Registrants shall be required to keep the domain registration data (including contact data) up-to-date and correct. Should any of the data submitted change while a particular domain name is using the Privacy Service, Registrants shall immediately rectify any such out-of-date or incorrect data, either themselves or through the Partner that they used for ordering the PrivateName Services. In case of Protected Domains, this will not affect any change in the WHOIS data provided as part of the Privacy Service.

4. REGISTRANT'S OBLIGATIONS

(1) By ordering PrivateName Services for specific domain names, Registrants expressly warrant that the domain name(s) concerned do not and shall not infringe upon any third parties' rights nor does the registration and/or use of any such domain names constitute a breach or violation of any international, national or local laws, regulations, rules, policies, or the Terms of Service. Registrants further warrant that they are entitled to order the PrivateName Services under any laws, regulations, rules, policies, and the Terms of Service.

(2) Without limiting the generality of the foregoing, any registration or use of a domain name, including but not limited to use in association with a website, ftp site, or email by the Registrant or by any other party so long as the domain name is subject to the Privacy Services, shall not breach any of the following prohibitions:

- Transmission or storage of any information, data or material in violation of any international, national, or local law or regulation. This includes but is not limited to material protected by copyright, trademark, patent, or any other statute and threatening, harmful, obscene or illegal material. Hacking, cracking, phishing, password distribution, pornographic, and warez sites are not permitted. Use of distribution lists via unsolicited E-Mail or other mass E-mail services are not permitted.
- advertising any illegal products and/or services;
- spamming, hacking, DoS attacks, DDoS attacks, DRDoS attacks;
- defamation, child pornography, zoophilia/bestiality and other illegal pornographic material;
- Transmission or storage of Nazi propaganda, Holocaust denial, or any contents likely to incite racial hatred; as well as without limitation, aiding or abetting any of the above listed prohibited uses.

5. REGISTRANT'S RIGHTS / RESPONSIBILITY

(1) Registrants are and shall remain entitled to dispose of the Protected Domains, meaning that they may transfer, cancel, delete and/or sell the domains concerned at any time.

(2) Registrants shall still be responsible for paying the costs incurred in the process of the domain name registration.

(3) Subject to the provisions of Sections 9 and 10, Registrants shall be responsible for dealing with any legal disputes, notices, or correspondence received by PrivateName concerning Protected Domains with due diligence.

6. PRIVATENAME'S SERVICES / SUPPORT

(1) Upon acknowledging and agreeing to the Terms of Service, and upon compliance with all requirements therein, PrivateName agrees to use best efforts to replace the WHOIS data of the domain names of the Registrant covered by the agreement with contact data of PrivateName (unless Section 2(2) is applicable or there is any other reason why such data replacement is not possible or permitted).

(2) The contact data of the respectively responsible Partners as well as any existing domain service providers, to the extent accessible in the WHOIS, will not be altered or protected by the PrivateName Services. If stored at the Registrar/Registry, this data will remain publicly accessible, as before, via the respective WHOIS databases.

(3) Any inquiries about the Protected Domains shall be forwarded to the Registrant only in accordance with the rules set forth in Section 9. The full extent of PrivateName's actions in response to any such inquiry, if any, is set out in Section 9.

(4) PrivateName provides no support to Registrants whatsoever, including but not limited to any support arising from the Privacy Service. Registrants may make use of any support which may be provided by the Partner who activated the Privacy Service on the Registrant's behalf to the extent that such support is available. Under no circumstances, except where required to do so by any applicable law, will PrivateName be responsive to any inquiries or requests for communication or services from any Registrant directly unless such inquiry or request for support is made through the Partner in accordance with its agreement with PrivateName.

7. COMPENSATION / MODE OF PAYMENT

(1) Registrants undertake to pay compensation to the respective Partners from whom they obtain the PrivateName Services for each domain name covered by the Terms of Service and protected by PrivateName Services, according to the Partner's applicable fee schedule at the time of activation of the Privacy Service and in accordance with the method of payment as determined by the Partner. Registration fees for domain names are in addition to fees in respect of the Privacy Services, and may also be payable by the Registrant to the Partner.

(2) The Partner used by the Registrant to activate the PrivateName Services shall inform the Registrant of all applicable fees in respect of the Privacy Services and the method of payment for same, in writing prior to activation of the Privacy Services.

TERMS OF PRIVACY SERVICE

(3) The Registrant shall be obliged to pay compensation for the PrivateName Services from the day of activating the Services up to and including the day of deactivating the Services, unless otherwise provided in the present Terms of Service.

8. TERM / TERMINATION / LEGAL CONSEQUENCES

(1) These Terms of Service shall be effective upon the activation of a domain name for Privacy Services and upon the payment of all applicable fees.

(2) The Terms of Service shall be deemed terminated even without express notice of termination if a Protected Domain is not renewed by the Registrant after the end of its registration period or if the domain is cancelled, deleted or transferred to a different holder, Partner or registrar before the end of its registration period.

(3) PrivateName shall be entitled to terminate the contract and to cease any performances if:

- a) the Registrant, fails to pay the fees due under Section 7 or any fees incurred on the basis of the present Terms of Service; or
- b) the Registrant breaches Section 4 of the Terms of Service; or
- c) the Registrant breaches any other provisions of the Terms of Service or any other contractual provisions between the Registrant and the Partner; or
- d) due to a final decision issued by a court of law or due to the outcome of arbitration proceedings, e.g. following the Uniform Domain Name Dispute Resolution Policy (UDRP), Protected Domains is/are to be transferred to a third party or the registration is to be cancelled; or
- e) the performance of the Privacy Services hereunder will be affected by policies, laws, or regulations; or
- f) any information provided by the Registrant to Partner is incorrect or the Registrant fails to maintain the accuracy of all submitted information; or
- g) there is any other reason in PrivateName's sole, unfettered, and/or arbitrary discretion; or
- h) upon 10 days' written notice to the Registrant.

(4) In the event of termination except for termination pursuant to Section 8.3(g), PrivateName will not refund any (pro rata) fees already paid.

(5) In the event of termination or any other way of cancelling the agreement, the WHOIS data of the related domain names and of the contracting party's entire portfolio of domain names, as the case may be, shall immediately be restored to its former unprotected state, with the result that the Registrant's current personal data will again, or for the first time, be published in the WHOIS.

9. FORWARDING MAIL ITEMS AND E-MAILS / INQUIRIES ABOUT PROTECTED DOMAINS

(1) Any mail items concerning Protected Domains received by PrivateName directly from third parties will be opened, scanned and sent via e-mail to the Registrant by PrivateName within ten (10) days of receipt by PrivateName. The Registrant's e-mail inbox shall be capable of receiving e-mails with bulky attachments. The Registrant expressly agrees to PrivateName opening and electronically storing mail items addressed to or in connection with a Registrant, for the purposes of fulfilling this Section.

(2) Notwithstanding any provision in here to the contrary, any registered mail items or mail items formally delivered and/or served by courier and/or bailiff or other official, as well as any letters clearly identifiable on their envelope as coming from a lawyer, an authority, or a court of law, shall be processed subject to the provisions of section 10.

(3) Any electronic communication received by PrivateName with regard to Protected Domains will be forwarded to the e-mail address currently known to the Registrar for the Registrant of the domain name concerned within ten (10) days of PrivateName's receipt of same.

(4) Any inquiries about Protected Domains received by PrivateName via the contact form available on the website www.privatenamename.com will be provided with a header and forwarded to the e-mail address of the Registrant currently known to the Registrar by PrivateName.

(5) The additional Whois Privacy Plus Service features a unique, non-personal and randomly assigned e-mail address stored in the WHOIS which replaces the generic PrivateName e-mail contact details. The unique e-mail address allows anonymized and direct communication between the Registrant and an inquirer. The Registrar will forward all e-mails sent to the unique e-mail address to the e-mail address of the Registrant (OwnerC) currently known by the Registrar. No emails will be stored.

If the domain Registrant answers directly to the e-mail of the inquirer, the identity of the Registrant as the sender of the answering e-mail will be anonymized. It is expressly noted that anonymization is only possible for the sender, not for the content of the e-mail. In order to ensure anonymity, it is therefore recommended not to use any personal information (such as a footer) in the respective e-mails.

(6) Any inquiries received by the respective Partners or the domain service providers (See Section 6 (2)) shall not be the responsibility of PrivateName whatsoever, and may be subject to such fees and/or arrangements which may exist between the Registrant and the Partner or service provider, as may be applicable.

(7) The forwarding of documents except those transmitted via the contact form or via the unique e-mail address of the Whois Privacy Plus Service, may be subject to a cost recovery fee unless explicitly otherwise agreed.

(8) The Registrant acknowledges that neither PrivateName nor the Registrar is required to, and may not read any correspondence in any format whether hard copy or electronic, and any deadline set out in any such correspondence for a reply may not be met due to PrivateName's aforementioned policy of only forwarding such correspondence within the aforementioned ten (10) day period.

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10. NOTICES OF PENDING OR THREATENED LEGAL PROCEEDINGS AND/OR ALLEGATIONS OF UNLAWFUL CONDUCT

(1) Any registered mail items or mail items formally delivered and/or served by courier and/or bailiff or other official, as well as any letters from authorities or courts of law, and without limiting the generality of the foregoing, any such items which sets out that the Registrant is accused, charged, or has been found liable or guilty of any unlawful and/or criminal conduct related to a Protected Domain or otherwise, shall be subject to the below provisions in this Section.

(2) Any allegation of infringement of third party rights or of other unlawful or criminal conduct are reasons for immediate termination of the Privacy Service in the sole unfettered discretion of PrivateName.

(3) Should any third parties make allegations of unlawful or criminal conduct or assert any claims related to Protected Domains PrivateName will forward the related correspondence to the Registrant via e-mail according to Section 9 and in so doing, such correspondence shall be considered delivered to the Registrant whether or not actually received by the Registrant.

(4) In the event of correspondence received in all cases listed in Section 10(1), PrivateName is entitled to immediately cease the service whereby Registrant's personal data deposited at the Registrar may be disclosed. PrivateName is also entitled to refer the inquiring person or entity directly to the Registrant. Furthermore, the termination provisions set out in Section 8(3) may apply.

(5) PrivateName shall in no case be obliged to check or monitor the registration and/or use of Protected Domain names.

11. DATA PRIVACY / DATA TRANSFER / INFORMATION

(1) PrivateName does not process any personal data of the Registrant in order to perform this Terms of Service. Documents and e-mails which are forwarded to the Registrant pursuant to Section 9 will not be stored but deleted immediately after the agreed forwarding.

(2) The data possibly provided by Partner to Registrar in connection with the PrivacyService is subject to the Privacy Policy agreed between the Partner and the Registrar. Partner guarantees the lawfulness of processing.

(3) Except as provided in the Terms of Service, Registrar will not disclose any personal data of Registrants of Protected Domains to third parties other than with the Registrant's consent. Registrar may in its discretion, abide by all court orders no matter the originating jurisdiction and may cooperate in all criminal investigations or proceedings without regard to the originating jurisdiction. Registrar will promptly advise the Registrant of all instances of intended or actual release of its personal information to a third party unless PrivateName or Registrar is prohibited from informing the Registrant due to legal provisions, official orders, restraining orders, or judgments of a court of British Columbia or any other court of competent jurisdiction as determined by PrivateName or Registrar in its sole unfettered discretion. In any such case, Registrar will inform the Registrant as soon as the legal impediment ceases to exist.

(4) In the event of termination of the Privacy Services and/or of the Terms of Service, PrivateName shall be entitled to cease its services immediately which will result in the real data deposited with the Registrar becoming possibly publicly accessible in the WHOIS, depending on the respective registry.

12. LIABILITY

The Registrant agrees to defend, indemnify and hold PrivateName and Registrar, their employees, officers, directors, shareholders, agents, affiliates, Partners, and assigns, harmless from and against any and all third party claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) directly or indirectly arising out of or from or relating to your agreement to engage PrivateName to provide Privacy Services and the provision of Privacy

Services hereunder. EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY PRIVATENAME OR REGISTRAR, NEITHER PRIVATENAME, REGISTRAR, THEIR EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AFFILIATES, RESELLERS, AND ASSIGNS, WILL BE LIABLE FOR ANY LOST REVENUES OR PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF A DOMAIN NAME, OR LOSS OF PROFITS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE, AND WHETHER OR NOT PRIVATENAME WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL PRIVATENAME'S OR REGISTRAR'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNT PAYABLE TO YOU UNDER THIS AGREEMENT, NAMELY ALL SERVICE FEES PAID IN RESPECT OF A PARTICULAR DOMAIN NAME.

13. MISCELLANEOUS

(1) This Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between the Registrant and PrivateName. Neither party will have the right or authority to create any obligation or responsibility on the other's behalf or to obligate or bind the other in any respect.

(2) PrivateName shall not be liable hereunder by reason of any failure or delay in the performance of its obligations on account of Internet connectivity, server malfunctions, strikes, lock-outs, labour disputes, shortages of materials, riots, insurrection, fires, flood, storm, explosions, earthquakes, hurricanes, blizzards, other acts of God, war, governmental action, or any other cause that is beyond the reasonable control of such PrivateName.

(3) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby irrevocably and exclusively attorn to the jurisdiction of the courts of British Columbia at Vancouver. Notwithstanding the foregoing, in PrivateName's sole unfettered, and/or arbitrary, discretion, it may require that any such dispute be adjudicated by the courts of the jurisdiction of the Registrant.

(4) Any notice to be given under this Agreement to the Registrant, shall be in writing and shall be deemed delivered if delivered by e-mail to the Registrant's email address as provided to PrivateName during the activation process. Any notice to be given under this Agreement to PrivateName, shall be in writing and shall be deemed delivered if delivered to PrivateName by registered mail.



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(5) The Registrant may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of PrivateName.

(6) This Agreement and the attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

(7) Any provisions of this Agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, it being the intent and purpose that this Agreement should survive and be valid to the maximum extent permitted by applicable law.

(8) No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance of such other party of its obligations shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this Agreement of such other party. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first mentioned party of its rights under this Agreement. The remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.