

Domain Privacy Service Agreement

This ("Agreement") is between GDI and You, your heirs, assigns, agents and contractors ("you") and is made effective as of the date of electronic execution. By using the Domain Privacy Service provided by Global Domains International, Inc., ("GDI"), you agree to all the terms and conditions in this Agreement and in the GDI privacy policy, which is incorporated by reference. GDI may revise this service agreement at any time and upon posting the revised terms on its WebSite, any new, different or additional features that change the services provided by GDI will automatically be subject to this agreement. If you do not agree to abide 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 GDI's services and its WebSite after any such changes to this agreement have been posted, constitutes your acceptance of those changes.

1. Domain Privacy Services. When you subscribe to the Domain Privacy Service, you authorize GDI to display alternate Registrant information in the public Whois database. The alternate information will display as "Private Domain Registrations" with GDI's contact information and we shall keep your information confidential, except in situations listed in section 6 of this agreement.

2. You Retain Full Ownership Rights. Even though GDI will be listed as the Registrant of each domain you specify, you retain the full ownership rights including:

- A. The right to cancel domain name registration.
- B. The right to create/manage domain nameservers to the settings of your choice.
- C. The right to cancel the domain privacy service so that you become the Registrant.
- D. The right to have access to all standard (free) and paid services offered by GDI that would require changes to you domain settings.
- E. The right to renew each domain name registration upon expiration.
- F. The right to resolve any and all monetary, creditor or other claims that arise in connection with legal or other disputes involving your domain name registration, subject to GDI's Section 6 rights, which shall, in all events, supersede any and all of your rights as set forth in this Section 2.

3. Personal Information. You acknowledge and agree that the information provided on your account must be current and accurate information. You will provide the following current and accurate information:

- A. Your name, Postal address, Email address, and Billing information

You acknowledge and agree that it is your responsibility to keep your personal information current and accurate at all times.

4. Service Renewals. You acknowledge and agree that the domain privacy service will automatically renew at the same time and for the same period of time as the domain that it is associated with. All renewal charges are non-refundable. You may choose not to renew this service at any time from within your account. Once the service is disabled, your information will display as the Registrant information in the public Whois database. It is your responsibility to keep your credit card information current and accurate, including the expiration date.

5. Representation and Warranties. You guarantee that all information you provide is truthful, complete, current and accurate. You also guarantee that you are using GDI's private domain

services in good faith and that you have no knowledge of your domain name violating or conflicting with the legal rights of a third party or a third party's trademark or trade name. You also guarantee that the domain name being registered by GDI on your behalf will not be used in connection with any illegal or morally objectionable activity (as defined below in Section 6), or, in connection with the transmission of Spam.

6. GDI's Right to Disclose Your Contact Information, Suspend and/or Terminate the Domain Privacy Service

- A. You acknowledge and agree that GDI has the absolute right and power, as it deems necessary in its sole discretion, without providing notice and without any liability to you whatsoever, to either: (a) remove the Domain Privacy Service from the domain(s); (b) disclose your name and personal information when i) required by law, when it is believed that such action is necessary in order to conform to the edicts of the law, ii) to adhere with the legal process served upon GDI; (c) resolve any and all third party claims, whether or not such claim is valid; or (d) take any other action as seen necessary by GDI:
- i. If you breach any part of this Agreement or the GDI Anti-Spam Policy
 - ii. To comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement
 - iii. To comply with ICANN's Dispute Resolution Policy
 - iv. To avoid any financial loss or legal liability (civil or criminal) on the part of GDI, its directors, officers, employees and agents
 - v. If any third party claims that the domain name violates or infringes a third party's trademark, trade name or other legal rights,
 - vi. If you are using GDI's services for intentions of being involved in illegal or morally objectionable activities, including but not limited to activities that are designed or intended to: (a) appeal purely to the prurient interests of third parties; (b) defame, embarrass, harm, abuse, threaten, or harass third parties; (c) violate state or federal laws of the United States and/or foreign territories; (d) involve hate crimes, terrorism and child pornography; (e) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (f) impersonate the identity of a third party; (g) harm minors in any way; or (h) 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.
- B. You also acknowledge and agree that GDI may, as it deems necessary in its sole discretion without providing notice and without any liability to you whatsoever: (i) cancel the domain privacy service of any domain name if that domain name is being used in association with Spam; and/or (ii) suspend your benefits rights under Section 2 of this Agreement during resolution of a dispute.
- C. You further acknowledge and agree that if GDI is named as a defendant in, or investigated in, any legal or administrative proceeding stemming out of your domain name registration or your use of GDI's services, the domain privacy will be removed and the domain name registration will automatically change back to you and your identity will therefore display in the public Whois directory as the Registrant.

- D. In the event: (i) GDI takes any of the actions listed in the paragraphs above; and (ii) you elect to cancel the Domain Privacy Service for any reason, GDI will not refund any fees paid by you.

7. Communications Forwarding.

I. By subscribing to the Domain Privacy Service, you authorize and direct GDI to process communications directed to you at the contact information in the public Whois database as follows:

- A. Email Forwarding. The public Whois database requires an email address for every purchased domain name registration. When you add the Domain Privacy Service, the email address listed will be domain.tld@privatedomainregistrations.ws. All messages sent to this email address regarding your domain forward to the email address listed on your account information.
- B. Postal Correspondence. GDI's Contact information will be listed in the public Whois database. You authorize GDI to receive, sort, open, forward and destroy any and all mail sent to GDI in its sole discretion. Mail sent Certified, Express Mail, traceable courier (such as FedEx, UPS or DHL) or first class U.S. postal mail will be scanned, sent to you via email as a digitized PDF and also sent to the address listed on the account, at YOUR expense, using the cheapest reasonable means available at that time, whether it is FedEx, UPS or DHL. You authorize GDI to provide your credit card information, as listed on your account information, directly to the delivery company so they can bill you directly. You acknowledge that GDI will not forward your first class postal mail (other than legal notices), "junk" mail, other third class and unsolicited communications (whether delivered through fax, postal mail or telephone). You acknowledge that upon receipt, GDI will destroy all third class and "junk" mail and will discard all other communications received or return to the sender unopened. You hereby waive any and all claims arising from your failure to receive communications directed to your domain name contact information displayed in the Whois database but not forwarded to you by GDI.
- C. Telephone Number. Callers inquiring about your domain name will be informed on how to contact you using the email address listed in the Whois information for your domain.
- D. Notifications Regarding Correspondence and Your Obligation to Respond. When GDI receives certified, traceable courier mail or legal notices addressed to your domain name, the document will be scanned, sent to you via email as a digitized PDF and also sent to the address listed on the account, at YOUR expense, using the cheapest reasonable means available at that time, whether it is FedEx, UPS or DHL. The email will provide the following information:
- i. Delivery company
 - ii. Package tracking number
 - iii. Estimated cost
 - iv. Digitized PDF attachment of the document

If you do not respond to the correspondence that GDI has received regarding your domain name registration concerning a legal dispute or otherwise requires immediate disposition, GDI may immediately reveal your identity and/or cancel our domain privacy service regarding either the domain name registration in question or with respect to all of your domains with the domain privacy service, depending on the circumstances. This means the public Whois database will display your name, email

address and telephone number. This action is taken because GDI will not become involved in any legal or other matters between you and third parties.

II. You acknowledge and agree that by subscribing to the Domain Privacy Service that you will not receive all communications sent to you at the contact information listed in the public Whois database. You acknowledge and agree that GDI disclaims any and all loss or liability that may result from your use of the Domain Privacy Service and/or your failure to receive important correspondence sent to you at the contact information displayed in the public Whois database, including, but not limited to, legal notices or UDRP complaints. You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

8. LIMITATIONS OF LIABILITY. You acknowledge and agree that GDI will not be liable for any (a) suspension or loss of the domain name registration in your name, (b) use of your domain name registration, (c) interruption of business, (d) access delays or access interruptions to our site or the web site(s) or services you access by the domain name registered in your name; (e) loss or liability resulting from acts of god (f) data non-delivery, mis-delivery, corruption, destruction or other modification; (g) events beyond GDI's control; (h) the processing of this application; (i) the failure for whatever reason to renew a private domain name registration; (j) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (k) deletion of, failure to store, failure to process or act upon email messages forwarded to either you or your private domain name registration; (l) any act or omission caused by you or your agents (whether authorized by you or not); or (m) application of the dispute policy. GDI also will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if GDI has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the smallest amount permitted by law.

9. Indemnification. You acknowledge and agree to indemnify, defend and hold harmless GDI, its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration and/or disputes arising in connection with the Dispute Resolution Policy. This indemnification obligation will survive the termination or expiration of this Agreement.

10. Disclaimer of Warranties. GDI expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. GDI makes no warranty that GDI's service(s) will meet Registrant's requirements, or that such service(s) will be uninterrupted, timely, secure, or error free; nor does GDI make any warranty as to the results that may be obtained from the use of GDI's service(s). No advice or information, whether oral or written, obtained by Registrant from GDI shall create any warranty not expressly made herein. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to Registrant.

11. Severability. You acknowledge and agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, it shall not affect the remaining terms or provisions which shall continue to be binding and remain in full force and effect.

12. Entirety. You agree that the terms of this Registration Agreement, the Dispute Policy, the Privacy Policy, the Terms of Use and any other rules and policies published by GDI are the complete and exclusive agreement between Registrant and GDI regarding the registration of Registrant's domain name and supersede all prior representations, agreements and understandings, whether established by custom, practice, policy or precedent.

13. Governing Law and Waiver of Trial By Jury. You agree that this Agreement shall be governed in all respects by and construed in accordance with the internal laws of the State of California, United States of America, without reference to California's conflict of law principles. By submitting this Agreement, you hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the County of San Diego, California. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement.

14. Supplemental Terms and Conditions. The terms and conditions of this agreement are in addition to the terms and conditions of all other policies and agreements related to domain name registration services.