

BrandNames – Specific Terms & Conditions for Whois Privacy Service Provider

This Agreement governs the specific terms and conditions upon which BRANDNAMES.COM SARL, a company incorporated under the laws of Switzerland with registered office at Gartenstrasse 4, Zug, Switzerland, 6304 ("Registrar") agrees to provide You with the WHOIS Privacy Service via the company Brandprivacy International Inc a company incorporated in Panama with registered address at Plaza 2000 Building, 10th Floor, 50th Street, Panama. ("Service Provider")

1.0 By activating the Whois Privacy service offered by Brandprivacy International Inc., You, the customer ("registrant") agrees to the following additional terms and conditions.

1.1. The whois privacy service ("service") is offered as an optional and supplemental service for individual registrations of domain names and is available for new and existing non-commercial domain names registered with the registrar cooperating with the service provider. The registrant may designate any domain name (certain TLDs may be excluded from the service due to registry policy) he controls or acquires to be registered in the name of the service provider, provided the domain name is not used commercially. The registrant may elect to disable the service at any time to replace the whois data with his own personal data.

1.2. The registrant shall retain full control and ownership over and remain the legally responsible owner of the domain name. The registrant maintains full liability for the registration and use of the domain name and agrees to release, defend, indemnify and hold harmless the whois privacy service provider, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, the registrants' registration service provider as well as 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 the domain registration itself, the privacy services provided and/or the registrants' use of his domain name registration.

1.3. The registrant agrees to provide and maintain true, accurate and up-to-date registration information for the domain name owner, admin, billing and technical contacts, as provided for in the general registration agreement with his registration provider, including his name, postal address, email address, phone and fax numbers. The registrant warrants the accuracy of this information. The registrant further agrees that all actual registration information will be maintained in a database by the registration service provider and escrowed with a third party provider (gTLDs only - the data will not be escrowed for ccTLD domain names). The service provider shall keep this information confidential, subject to section 5 of this agreement. In case of the use of inaccurate, fake or outdated information, the service provider is entitled to take all necessary actions to avoid legal or financial liability in the registrants' stead, including, but not limited to the deletion of the domain name or the deactivation of the service.

1.4. In place of the registrants' contact information, the following data shall be displayed in the whois information for the registrant of each domain name included in the service, unless the registration requires different data to be used to ensure management of a domain name by the registration service provider:

- An individual, but anonymous string identifying the registrant
- Postal address of the service provider;
- Phone number of the service provider;
- An automatically generated temporary anonymous individual email address redirecting all communications to the email address provided by the registrant;

- A status/information notice of the service provider.

1.5. The registrant agrees that the service provider may at any time and at its sole discretion suspend and disable the service without liability to the registrant and to reveal registrant and contact Whois information for any reason. Such reasons include but are not limited to:

- failure to provide payment for the service;
- breach of any provision of this agreement or the registration agreement with the registration service provider;
- requirement by law;
- compliance with a registry request, a court order or a law enforcement agency request;
- receipt of a legal complaint regarding the use or registration of a domain name;
- receipt of a formal request from an UDRP service provider;
- receipt of a formal request from an alternative dispute service provider;
- for the resolution of any and all third party claims;
- for the avoidance of financial loss or legal liability of service provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers employees and directors;
- good faith belief or third party complaint of illegal or morally objectionable use of the domain name, especially use to transmit SPAM, viruses, worms or other harmful computer programs;
- good faith belief or allegation of use of the service to conceal involvement with illegal, illicit, objectionable or harmful activities;
- good faith belief or allegation that the registration violates or infringes upon the legal rights of a third party, or any third-party trademark or trade name;
- good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
- use of the domain name for commercial purposes;
- the deletion of a domain name.

2. The suspension or termination of the service will result in the immediate disclosure of the registrants information in the whois as well as to third party claimants. The service provider will endeavour to give the registrant a notice of 24 hours before the service is disabled.

The service provider shall not be held liable for delays of services and interruptions due to higher force, fault of third parties or due to events not under reasonable control or influence of the service provider, despite any agreed upon deadlines and dates. The registrant hereby permits service provider to postpone the supply of service by the duration of the respective disruption plus an appropriate starting time. Furthermore service provider can limit the service, if the stability and security of the operation, the maintenance of the net integrity, in particular the avoidance of serious disturbances of the network, the software or stored data requires it. For all services liability of service provider will be limited to intention and gross negligence to the amount paid by the registrant for the specific service. In every other case, liability is capped at the amount of damage that are typically foreseeable at the time the agreement.

2.1. The fees for the service are charged through the registration service provider. The current fees are published without engagement on the website of the registration service provider and can be changed at any time. For renewal of the service the price on the day of the renewal applies. At the end of a term, the service is automatically renewed for another term unless terminated by the registrant. In cases of termination or suspension of the service or the deletion or transfer of the domain name, no partial refunds of the service fee for the remaining term is possible. Additional fees may apply in case of fees applicable for changes in the registrant information of a domain name.

2.2. The service provider retains the right to refuse any transfer request or request for an authorization code for a domain name by the registrant as long as the service is enabled. The service provider may exclude certain top-level domains from the service.

2.3. Any email sent to the automatically generated temporary anonymous individual email address will be redirected to the email address provided by the registrant. The service provider is not obligated to contact the registrant via another method should his email address become non-functional. In order to protect registrant from spam the generated email address will only work for a period of 14 days after the whois query was made.

2.4. The service is not a mail forwarding service and the registrant therefore agrees not to provide any third party with the data used by the service provider for the purpose of having such a third party transmit communications to the registrant through the service provider. Communications by third parties to the postal address of the registered name holder will not be forwarded to the registrant, and registrant agrees that service provider may review, return, destroy and/or discard all communications directed at the domain name registrant. The service provider will include an appropriate disclaimer in the whois data. The registrant agrees to waive any and all claims arising from his failure to receive communications directed at the domain name.

2.5. Cancellations will only be accepted in writing, which includes E-Mail transmissions. Oral agreements shall not be considered valid.

3. Switzerland will be the exclusive place of jurisdiction, as well as the place of fulfilment. For the contract between service provider and its registrants the Switzerland law is the only effective law.

3.1. If any provision of these terms and conditions shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these terms and conditions unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which are valid and enforceable and closest to the original objectives and intents of the original provisions in an economic and legal sense that would have been agreed upon by the parties, had they known of the invalidity at the time of the agreement to these terms and conditions.