

## **PRIVATE REGISTRATION SERVICE**

In addition to the Master Services Agreement available at <http://legal.web.com>, the following terms also apply if you purchase Web.com's Private Registration Service (collectively, the "Agreement"):

1. If you purchased Web.com's Private Registration Service ("Private Registration Service"), you agree that the Registrant, Administrative, Billing and Technical Contacts (collectively, the "Registration Information") for the applicable domain name registration will be replaced in any public WHOIS search with information provided by Perfect Privacy, LLC ("Perfect Privacy") or another individual or entity as selected by Web.com in its sole discretion (the "Private WHOIS Contact Information").
2. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Private Registration Service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of the [Domain Name Registration Services Agreement](#).
3. The Private Registration Service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. Web.com may immediately terminate the Private Registration Service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.
4. Notwithstanding anything to the contrary, you agree that Web.com may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize Web.com to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that Web.com is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first-class U.S. postal mail; however, Web.com will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize Web.com to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from:
  - a. Your failure to receive communications directed to your domain name but not forwarded or referred to you by Web.com.
  - b. Your use of an autoresponder with the email address listed in the Registration Information. If you are using an autoresponder, you acknowledge that your autoresponder may activate and send automated responses to parties contacting you

by email on the Private WHOIS Contact Information.

5. If any domain name for which you are using the Private Registration Service is transferred to another registrar, the Private Registration Service will automatically cease, and no refund will be given for any unused portion of the service.
6. Failure to renew the Private Registration Service while your domain name registration is still valid will result in the Private Registration Service being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. Private Registration Service renewals after initial purchase will be at the standard list price, which is available by logging in to your account.
7. Web.com expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Private Registration Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:
  - a. To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
  - b. To comply with ICANN's Uniform Domain Name Dispute Resolution Policy;
  - c. To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Private Registration Service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;
  - d. In the event you breach any provision of this Agreement or any other agreement you've entered into with Web.com, including, but not limited to, the Master Services Agreement;
  - e. To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Private Registration Service and to protect the integrity and stability of the applicable domain name registry;
  - f. To avoid any financial loss or legal liability (civil or criminal) on the part of Web.com, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
  - g. To prevent inappropriate activity that comes to Web.com's attention, including without limitation if you are using Private Registration Service to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, 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.

8. Pursuant to paragraph 3.7.7.3 of [ICANN's Registrar Accreditation Agreement \("RAA"\)](#), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.
9. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein or the Agreement, you acknowledge and agree that nothing herein, express or implied, is intended to nor is to be construed to confer upon or give to any person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.
10. For any questions about the Private Registration Service, you may contact Perfect Privacy at [contact@perfectprivacy.com](mailto:contact@perfectprivacy.com) or by regular mail at:

Perfect Privacy, LLC  
5335 Gate Pkwy  
Jacksonville, FL 32256

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