

PRIVACY PROXY REGISTRATION AGREEMENT

This Privacy Proxy Registration Agreement is made between (1) Ascio Technologies Inc, Danmark – Filial af Ascio Technologies Inc, USA (“Ascio”) and you (“You/Your”). By clicking on the link, You agree to all terms and conditions set out in this Agreement, including any other terms and conditions that are incorporated by reference. This Agreement is effective on the date that you electronically accept it (“the Effective Date”).

1 Definitions

In this Agreement, the following definitions apply:

“Agreement” means this Privacy Proxy Registration Agreement;

“AUP” means Ascio’s Acceptable Use Policy for lawful use of the Services found at www.ascio.com/policies;

“Domain Name” means an individual domain name subject to this Agreement;

“Effective Date” means the date Your order for the Privacy Service or Proxy Service was completed;

“ICANN” means the Internet Corporation for Assigned Names and Numbers;

“Privacy Proxy Supplier” means Domain Trustees UK Limited, registered in the United Kingdom with company number 5639299 and whose registered office is at 25 Canada Square, Canary Wharf, London, E14 5LQ;

“Privacy Service” means a service by which the Domain Name is registered to You as the registered name holder, but for which alternative, reliable contact information is provided by Ascio and/or Your Reseller for display of Your contact information in the WHOIS or equivalent;

“Proxy Service” means a service through which Ascio license’s use of the Domain Name to You and Ascio’s contact information is displayed in the WHOIS or equivalent services rather than Your contact information;

“Registry” means the operator of the TLD where the Domain Name is registered;

“Reseller” means the person or organization from whom You have purchased the Services;

“Services” means the Privacy Service and/or Proxy Services as ordered by You;

“Term” means the duration of this Agreement in respect of each Domain Name that is expressed to be subject to its terms as set out in clause 7;

“WHOIS” means the authoritative public database of registered domain names;

2 SERVICES

- 2.1 You have received this Agreement as You have selected to apply either a Privacy Service or Proxy Service to the Domain Name as part of Your order with Your Reseller. Accordingly, the terms of this Agreement shall apply from the Effective Date. In the event of any inconsistency between this Agreement and the terms and conditions of Your Reseller, this Agreement shall prevail. Please note that if You do not accept this Agreement by clicking on the appropriate acceptance link within 15 (fifteen) days of receipt, this Agreement shall automatically terminate and Your Domain Name shall revert to Your registration details.

PRIVACY SERVICES

- 2.2 In respect of the Privacy Service, You shall at all times be listed as the registered name holder of the Domain Name but Ascio shall keep all Your contact details confidential for the Term, subject always to the terms of this Agreement. Ascio shall not therefore disclose Your postal address, telephone, fax or email address in the WHOIS

and shall replace such details with those of the Privacy Proxy Supplier. The contact details for the administrative, technical and billing contacts shall be provided by the Privacy Proxy Supplier unless Your Reseller requests other contact details to be used for the Domain Name.

PROXY SERVICES

- 2.3 In respect of the Proxy Services, the Privacy Proxy Supplier shall be listed as the registered name holder of the Domain Name but Ascio shall keep all Your contact details confidential for the Term, subject always to the terms of this Agreement. Ascio shall not therefore disclose Your name, postal address, telephone, fax or email address in the WHOIS and shall replace such details with those of the Privacy Proxy Supplier. The contact details for the administrative, technical and billing contacts shall also be provided by the Privacy Proxy Supplier.
- 2.4 When selecting Proxy Services, You shall not have any ability to change any of the registered WHOIS details when using the Proxy Services, including administrative, billing or technical contacts until this Agreement expires or is terminated.

RIGHTS ASSOCIATED WITH THE DOMAIN NAMES

- 2.5 Although the WHOIS will show the Privacy Proxy Supplier's details (dependent upon the Service ordered), You shall retain the full benefits of the registration and use of the Domain Name, including but not limited to, the right to sell, transfer, control, update, change nameservers, cancel, delete and renew the Domain Name.
- 2.6 You expressly acknowledge and accept that the Domain Name is subject to the rules and regulations of ICANN and the Registry for the Domain Name, including all obligations required of registered name holders and any dispute policy adopted by the Registry including the Uniform Dispute Resolution Policy and Uniform Rapid Suspension. Full details of the rules and regulations that apply to the Domain Name are set out at ascio.com/policies under the applicable Registry heading and are available on the applicable Registry website.
- 2.7 You expressly acknowledge and accept that You are not entitled to use the Domain Name for any illegal activity or purpose including but not limited to gambling, gaming, obscenity and/or for making political statements and that you shall comply with Ascio's AUP.

DATA ESCROW

- 2.8 In providing the Services, Ascio is obliged to deliver to ICANN, via an escrow agent, Your name and full contact details as the user of the Services in respect of each Domain Name. ICANN will however only be able to access this information in cases where Ascio's agreement with ICANN is terminated or Ascio ceases business.

3 EMAIL AND MAIL FORWARDING

- 3.1 Ascio shall generate a unique email address per Domain Name per contact (registrant, administrative, technical and billing) for management and forwarding purposes. All email communications to such unique email addresses shall be automatically forwarded to the contact emails provided by You. All emails forwarded using the Services shall not be capable of direct reply.
- 3.2 In respect of postal mail, Ascio shall open any correspondence solely to check the domain which is related to the correspondence. All postal mail will thereafter be forwarded to You.
- 3.3 Save as to identify the communication to the relevant Domain Name, Ascio does not offer any service to review, access, assess or analyse such communications. You hereby waive all and any right to make any claim against Ascio and/or the Privacy Proxy Supplier arising from a failure to receive any email and/or postal mail directed to

any email or postal address associated with the Domain Name irrespective of the reason for such failure.

- 3.4 Ascio shall have a dedicated telephone line to deal with telephone inquiries relating to any Domain Name subject to the Services. Apart from forwarding information obtained from the telephone call to You, Ascio shall have no other obligation in respect of acting upon or providing You with any other information.

4 PROXY LICENCE

- 4.1 In providing the Proxy Services, the Privacy Proxy Supplier is considered to be the legal and beneficial owner of all the rights in the Domain Name for the duration of the Proxy Services in respect of that Domain Name. During the Term, Ascio grants You and will procure the equivalent grant from the Privacy Proxy Supplier, an exclusive worldwide, irrevocable, royalty free (save in respect of fees payable to Your Reseller) license to use the Domain Name for any lawful purpose whatsoever.
- 4.2 On expiry or termination of the Proxy Services in respect of the Domain Name, Ascio shall immediately transfer the legal ownership of the Domain Name to You. You shall immediately become the legal and beneficial owner of the Domain Name and be listed as the registered name holder in the WHOIS.

RENEWAL

- 4.3 Ascio shall renew the Domain Name according to instructions from Your Reseller and shall, unless otherwise directed, retain the Privacy Service or Proxy Service and consequent contact settings for the Domain Name. Ascio does not collect any payments from You in the registration of the Domain Name, the provision of the Service or any renewal fees. You shall pay all fees associated with the Services to Your Reseller pursuant to their terms and conditions with You.

5 YOUR OBLIGATIONS

- 5.1 At the time of placing the order with Your Reseller, You shall be required to provide your name, email and postal addresses, telephone and fax numbers associated with the Domain Name, together with the same information in respect of the technical, administrative and billing contacts for the Domain Name. You shall be required to provide any updates to these according to Your Reseller's standard terms and conditions. You warrant, represent and undertake to Ascio that (i) all information provided by You relating to the Domain Name is true, accurate and complete (ii) Your use of the Domain Name shall be in good faith (iii) Your Use of the Domain Name shall not infringe the legal rights, including intellectual property rights of any third party (iv) your use of the Domain Name shall not be in breach of Ascio's AUP and (v) You shall not use the Domain Name for any fraudulent purpose or activity that could in any way be considered as constituting a criminal offence.
- 5.2 You acknowledge and accept that Ascio undertakes no responsibility, and makes no representation or warranty, towards You in relation to its rights as registered name holder of the Domain Name, right of use, or any other right to or in the Domain Names. Ascio's sole warranties are (i) Ascio has granted You such user rights as set out in this Agreement and (ii) Ascio has not granted any other use rights to any other person or entity and shall not do so for the Term.

6 ASCIO'S OBLIGATIONS

- 6.1 Ascio's only obligation in respect of the Domain Name is to provide the Services. Ascio assumes no liability for any loss, cost or other expense that you may incur in connection with registration, administration, protection

and/or maintenance of the Domain Name and makes no representation or warranties to You in respect of the same. Ascio has no obligation, nor right, to pursue legal actions against infringement activities by third parties against the Domain Name.

- 6.2 Ascio shall procure that the Services are provided by the Privacy Proxy Supplier whose contact and corporate details shall be used for all Services.

7 Term and Termination

- 7.1 This Agreement shall commence on the Effective Date and shall last for an initial period of 1 (one) year. It shall thereafter continue indefinitely until terminated.
- 7.2 You shall be permitted at any time to terminate this Agreement with immediate effect by cancelling the appropriate order with Your Reseller.
- 7.3 Ascio shall be entitled to withdraw the Service at any time on 3 (three) months written notice to You.
- 7.4 Ascio shall be entitled to terminate this Agreement with immediate effect:
- (i) When required to do so by law when such action is required, in Ascio's reasonable discretion, to comply with any relevant legal obligation;
 - (ii) In order to comply with ICANN or the applicable Registry's rules, policies or procedures;
 - (iii) When Ascio receives any claim, whether in writing or otherwise, by a third party that the Domain Name is being used in any way that may lead to a third party commencing legal action against Ascio as a result of the Services including but not limited to claims for intellectual property rights infringement, breach of any criminal law and/or fraud;
 - (iv) Where Ascio considers that you are in breach of any provision of this Agreement through Your use of the Domain Name including Ascio's AUP;
 - (v) To comply with any court orders, legal judgments, subpoenas or other requests of law enforcement;
 - (vi) To comply with any dispute resolution policy adopted by ICANN and/or the Registry;
 - (vii) When Ascio receives a lawful transfer request to transfer the Domain Name to another registrar;
 - (viii) If you fail to comply with the terms of this Agreement.
- 7.5 Upon termination of this Agreement for whatever reason, Ascio shall immediately change the contact details for the Domain Name to You. This means that the WHOIS will revert to displaying Your name, postal address, email address, fax and telephone numbers and any other contact information provided on the order by Your Reseller. Any Service fees paid to Ascio by Your Reseller shall not be refundable under any circumstances.

8. General

- 8.1 You hereby agree to defend, indemnify and hold harmless Ascio, its directors, officers, agents and employees together with the Privacy Proxy Supplier, from and against all claims, demands, liabilities, losses, damages, costs, including reasonable legal fees, arising out of or related in any way, directly or indirectly, with this Agreement or the Services provided by Ascio.
- 8.2 Under no circumstances shall Ascio be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits incurred by You as a result of, or in connection with the Domain Name registration hereunder, including but not limited to the Domain Names suspension, cancellation, deletion, interruption or transfer in accordance with this Agreement. Save in respect of any losses that may not be prohibited or excluded by applicable law, Ascio's total liability to You arising under or in connection with this Agreement shall be limited to a total of 10,000 DKK.
- 8.3 You acknowledge that ICANN may exclude or vary the terms relating to the provision of a Privacy Service and/or

Proxy Service at any time. Accordingly, Ascio may need to vary and/or cease providing the Privacy Service and/or Proxy Service.

- 8.4 The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of Denmark. Both Ascio and You irrevocably submit to the exclusive jurisdiction of the courts of Denmark over any claim, dispute or matter arising under or in connection with this Agreement save in respect of any ICANN and/or Registry dispute resolution procedure commenced in relation to the Domain Name.

EXAMPLE WHOIS SETTINGS FOR EACH PRIVACY/PROXY SERVICE

PRIVACY SERVICE

Whois with Privacy Service, Registrant only (example)	Whois with Privacy Service, all contact data (example)
<p>Registrant John Smith UniqueMail1@Domain.com 1234 Home Street Hometown, FL 85000 (480) 555-9999</p>	<p>Registrant John Smith UniqueMail1@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>
<p>Admin Partner name Partnermail@partnername.com 6789 Partner Mall Hosting Town (666) 987-6543</p>	<p>Admin Domain Trustees UniqueMail2@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>
<p>Tech-C Partner name Partnermail@partnername.com 6789 Partner Mall Hosting Town (666) 987-6543</p>	<p>Tech-C Domain Trustees UniqueMail3@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>

PROXY SERVICE

Whois with Proxy Service Registrant only (example)	Whois with Proxy Service All contact data (example)
<p>Registrant Private Domain Trustees UniqueMail1@Domain.com 1122 Privacy street PrivateCity, CA 15000 (555) 123-4567</p>	<p>Registrant Private Domain Trustees UniqueMail1@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>
<p>Admin Partner name Partnermail@partnername.com 6789 Partner Mall Hosting Town (666) 987-6543</p>	<p>Admin Domain Trustees UniqueMail2@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>
<p>Tech-C Partner name Partnermail@partnername.com 6789 Partner Mall Hosting Town (666) 987-6543</p>	<p>Tech-C Domain Trustees UniqueMail3@Domain.com 1122 Privacy street Private City, CA 15000 (555) 123-4567</p>

