

PRIVATE REGISTRATION SERVICE

1. Private Registration Service. When you subscribe to and/or are otherwise enrolled in the Web.com Private Registration Service, you authorize and direct Web.com to (i) display alternate contact information in the public WHOIS database for the Registrant, Administrative, and Technical Contacts for the applicable domain name registration, and (ii) not display the fax number and NIC Handle associated with your account for the applicable domain name.

2. Communications Forwarding.

A. In conjunction with the Private Registration Service, you authorize and direct Web.com to process communications directed to you at the contact information displayed in the public WHOIS database as follows:

(i) The domain shall be registered in the name of Perfect Privacy, LLC, or another individual or entity as selected by Web.com, as registrant. As such, an email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts of Perfect Privacy, LLC (or other selected individual or entity) shall be displayed in WHOIS directory.

(ii) For the email address displayed in the WHOIS directory, a private email address is created for the applicable domain name and will be displayed in the WHOIS directory. This email address may automatically change in the public WHOIS database from time to time. Messages received at the email address posted in the public WHOIS database will be filtered for SPAM and forwarded to the email address associated with your account for the applicable domain name. Once an email address is removed from the public WHOIS database it will no longer be a valid email address for the receipt of messages. You acknowledge that you may not receive messages sent to an expired email address. If the email address associated with your account becomes non-functioning, or if email to such address bounces, Web.com is not obligated to attempt to contact you through other means.

(iii) For the postal address displayed in the WHOIS directory a P.O. Box address will be the postal address displayed in the public WHOIS directory for the applicable domain name. You hereby authorize Web.com (or an agent and/or affiliate thereof) to receive, sort, open, forward, and destroy any and all mail sent to such P.O. Box in its sole discretion. Mail received via Certified Mail® or Express Mail™ will be opened and all such mail that can be scanned will be scanned and sent to you via the email address associated with the account for the applicable domain name. You acknowledge that you will have five (5) days from the date such Certified Mail® or Express Mail™ is sent to you via email to request in writing that a copy of such scanned mail be forwarded to you via postal mail at your expense. You acknowledge that unless you direct us otherwise in writing within such five (5) day period, all such mail will be destroyed five (5) days after a scanned copy is sent to you via email. All mail that is unable to be scanned will be forwarded to you via postal mail at Web.com's expense at the postal address associated with the account for the applicable domain name. You specifically acknowledge that Web.com will destroy all third class and "junk" mail upon receipt and will either discard all such other communications received or return the same 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 public WHOIS database but not forwarded to you by Web.com.

B. **IMPORTANT: THE PRIVATE REGISTRATION SERVICE IS NOT A GENERAL MAIL FORWARDING SERVICE.** You agree that you will not provide any third party with any Private Registration Service address for the purpose of having such third party transmit communications

to you through Web.com. Third parties may obtain a Private Registration Address listed in the WHOIS directory by their own initiative, but you agree that you will not be the one to provide such Private Registration Address to any third parties.

C. Retention of Rights. While you will not be listed as the registrant for a domain utilizing the Private Registration Service, other than as described elsewhere in the Agreement, Perfect Privacy, LLC (or other designated individual or entity) will not act to use, modify, or control the domain. Subject to all the other terms of the Agreement, you will retain abilities of a domain name registrant, including:

- (i) the ability to transfer, or assign each Private Registration domain;
- (ii) the ability to manage the use of each Private Registration domain, including the DNS settings to which each domain name points;
- (iii) the ability to cancel each Private Registration domain;
- (iv) the ability to renew each Private Registration domain upon expiration (subject to Web.com's applicable agreements, rules and policies);
- (v) the ability to cancel your Private Registration Service so that you are listed as the registrant; and
- (vi) the ability to initially resolve any and all monetary, creditor or other legal claims that arise in connection with your Private Registration domain, subject to the terms of this Section and the Agreement.

D. You acknowledge and agree that by subscribing to our Private Registration 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 Web.com disclaims any and all loss or liability that may result from your use of our Private Registration 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.

E. You agree that if you opt to have mail forwarded to you in accordance with the above, that you are responsible for paying all fees and costs associated with Web.com providing such forwarding services. Web.com will inform you via email of the applicable shipping costs, and the credit card associated with your account for the applicable domain name will be charged. The credit card transaction must be successful prior to us forwarding the correspondence to you. You are solely responsible for maintaining current and accurate credit card information on file with Web.com, including the expiration date for such credit card.

3. Web.com Right to Disclose Your Contact Information and Terminate the Private Registration Service. You acknowledge and agree that Web.com 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 (i) reveal to third parties the contact information provided by you to Web.com in connection with the account for the applicable domain name, (ii) populate the public WHOIS database with the registrant's name, primary postal address, email address and/or telephone number as provided by you to Web.com, and (iii) terminate your subscription to the Private Registration Service:

A. if any third party claims that the domain name violates or infringes a third party's trademark, trade

name or other legal rights, whether or not such claim is valid;

- B. to comply with any applicable laws, government rules or requirements, ICANN policies or requirements, subpoenas, court orders, requests of law enforcement or government agencies; or;
- C. if any third party threatens legal action against Web.com that is related in any way, directly or indirectly, to the domain name, or claims that you are using the domain name registration in a manner that violates any law, rule or regulation, or is otherwise illegal or violative of a third party's legal rights, whether or not such claim is valid.
 - a. Additionally and for the avoidance of doubt, this Agreement may be terminated at Web.com's sole discretion when a claim is filed against you under the Uniform Domain Name Resolution Policy ("UDRP") or other similar policy.

4. Additional Limitations of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WEB.COM BE LIABLE FOR THE PROVISION OF ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION TO ANY THIRD PARTY. You further understand and agree that Web.com disclaims any loss or liability resulting from: (i) the inadvertent disclosure or theft of your personal information; (ii) the failure for whatever reason to renew the Private Registration Service; (iii) the unauthorized use of your account or any of the Web.com services; (iv) deletion of, failure to store, failure to process or act upon email messages sent to or forwarded to either you or the email address listed for your Private Registration domain; (v) processing of updated information regarding your account; and (vi) any act or omission caused by you or your agents (whether authorized by you or not).

5. INDEMNIFICATION. You agree to release, indemnify, defend and hold harmless Web.com and Web.com's officers, directors, employees, agents, subsidiaries, partners, contractors, shareholders, attorneys, assigns and affiliates from and against any loss, liabilities, damages, costs, or expenses, including reasonable attorneys' fees, resulting from any third-party claim, action or demand arising under or relating to:

- (i) this Agreement or the breach of your warranties, representations and obligations under this Agreement or any other Web.com term, rule, policy or agreement;
- (ii) your failure to perform in accordance with this Agreement;
- (iii) your use of the Services;
- (iv) the Website, Content and/or URLs;
- (v) your violation of any third-party rights; or
- (vi) your application for and registration of, renewal of, or failure to renew a particular domain name.

You agree that this indemnification obligation survives this Agreement's termination or expiration. You agree to give prompt, written notice to Web.com upon the receipt of notice of any claim by a third party against you which might give rise to a claim against Web.com, stating the nature and basis of such claim and, if ascertainable, the amount thereof.

When Web.com is threatened with a lawsuit or is sued by a third party, Web.com may seek written assurances from you concerning your promise to indemnify Web.com. Such assurances may, without limitation, be in the form of a deposit of money by you to Web.com or its representatives to cover Web.com's fees and expenses, including, but not limited to, reasonable attorneys' fees, in any such lawsuit or threat of suit. Your failure to provide such assurances shall be considered by Web.com to be a material breach of this Agreement. Web.com shall have the right to participate in any defense by you of a third-party claim related to your use of any of Web.com's Services, with counsel of Web.com's choice. Web.com shall reasonably cooperate in the

defense at your request and expense. You shall have sole and absolute responsibility to defend Web.com against any claim, but you must receive Web.com's prior written consent regarding any related settlement.

The use of Web.com's Services to transmit certain kinds of information (including, but not limited to, computer software and other technical data) may violate export control laws and regulations of the United States, whether that information is received abroad or by foreign nationals within the United States. Since Web.com exercises no control whatsoever over the information that is received abroad or by foreign nationals within the United States, you agree to comply with all export and import requirements as referenced herein. Since Web.com exercises no control whatsoever over the content of information passing through its Service, the entire burden of complying with all applicable laws and regulations is your obligation. You agree to comply with such applicable laws and regulations and to indemnify and hold Web.com harmless from any damages it may suffer resulting from any violation of the export control laws of the United States.