

Shield Whois Service Agreement

PLEASE READ THIS SHIELD WHOIS SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE SHIELD WHOIS SERVICES, YOU AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. YOU AGREE THAT THE "SERVICE PROVIDERS" (DEFINED BELOW) MAY AMEND THIS AGREEMENT BY POSTING THE AMENDED AGREEMENT ON THE WEBSITE WHERE YOU OBTAINED SHIELD WHOIS. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE Shield Whois WILL AUTOMATICALLY BE SUBJECT TO THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO, DO NOT USE, ACCESS, OR CONTINUE TO USE SHIELD WHOIS. CONTINUED USE OF SHIELD WHOIS AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between AB NameISP, a Swedish limited corporation ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the Shield Whois available to you ("Primary Service Provider;" Backend Service Provider and Primary Service Provider, if any, being together referred to herein as the "Service Providers"), your heirs, executors, administrators, agents, successors and assigns ("You," "Your," and other appropriate formatives). This Agreement sets forth the terms and conditions of Your relationship with the Service Providers and Your use of the Shield Whois. You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account You establish to obtain the Shield Whois, whether or not the transactions were on Your behalf and/or authorized by You. You agree that You will be bound by representations made by third parties You use to obtain the Shield Whois. You further agree to abide by the terms and conditions promulgated by the Internet Corporation for Assigned Names and Numbers ("ICANN"), including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy," <http://www.icann.org/dndr/udrp/policy.htm>) any policy which ICANN may establish with respect to WHOIS information, and the terms and conditions of Your domain name registration with Your registrar (the ICANN-accredited person or entity through which You register a domain name). This Agreement is in addition to domain name registration agreement(s) entered into by You and AB NameISP.

SHIELD WHOIS

If you subscribe to Shield Whois, each domain name registration which you control and which You designate ("Shield Whois Domains") will thereafter be registered in the name of the Backend Service Provider, as registrant. Your name, postal address, email address, phone and fax numbers shall be kept confidential, subject to Section 5 of this Agreement. The following information (and not your personal information) will be made publicly available in the "Whois" directory for each Shield Whois Domain:

The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts; The primary and secondary domain name servers You designate for the Shield Whois Domain; The domains original date of registration and expiration date; While You will not be listed as the registrant for the Shield Whois Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the Shield Whois Domain(s). You will retain the right to sell, transfer, or assign each Shield Whois Domain; You will retain the right to control and set the DNS settings for the Shield Whois Domain(s); You will retain the right to renew each Shield Whois Domain name registration upon

expiration; and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your Shield Whois Domain(s), subject to the remaining provisions of this Agreement.

IMPORTANT: SHIELD WHOIS IS NOT A MAIL FORWARDING SERVICE. You agree that You will not provide any third party with the Shield Whois Addresses for the purpose of having such third party transmit communications to you through the Backend Service Provider. Third parties may obtain the Shield Whois Addresses listed in the Whois directory by their own initiative, but You agree that You will not be the one to provide the Shield Whois Addresses to such third parties.

PROVISION OF PERSONAL INFORMATION

You agree that for each Shield Whois Domain, You will provide to the Service Providers and maintain as current and accurate, the following information:

Your name, address, email address, postal address, phone and fax numbers; The name, address, email address, postal address, phone and fax numbers for the Shield Whois Domain's administrative, technical, and billing contacts; The primary and secondary domain name servers for the Shield Whois Domain; You agree to: (i) update this information immediately as it changes over time; (ii) respond within five (5) business days to any inquiries made by either Service Provider to determine the validity of personal information provided by You; (iii) promptly respond to messages regarding correspondence addressed to or involving Your Shield Whois Domain(s), as more fully set forth in section 6 below. If You do not supply primary and secondary domain name servers, You agree that Backend Service Provider may point Your Shield Whois Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF Shield Whois AND REGISTRATION TERM OF AN ASSOCIATED Shield Whois Domain: You understand that your Shield Whois term begins on the date Your attempt to procure the Shield Whois is accepted by the Service Provider(s) and that it shall run for the unit of time which You order (typically, this would be one year). You understand that the Shield Whois term may be different than the registration term of the Shield Whois Domain which is associated with the Shield Whois. If an Shield Whois Domain expires and is deleted before the end of the term of the associated Shield Whois, then the Shield Whois associated with the domain will end when the Shield Whois Domain is deleted and You understand that there will be no refund for any resulting unused portion of an Shield Whois term. If the Shield Whois term ends while the registration term for an Shield Whois Domain is still ongoing, then the Shield Whois will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) Shield Whois Domain, and the communications forwarding services specified in section 6 will no longer be provided.

YOUR REPRESENTATIONS & WARRANTIES

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that you will maintain all information in this status throughout the term of this Agreement. You also represent and warrant that You are using the Shield Whois in good faith and that You have no knowledge or reason to believe that Your Shield Whois Domain or the content found at any associated IP address infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that neither the Shield Whois nor Shield Whois Domain(s) will not be used in connection with any illegal or morally objectionable activity (as defined below in section 5), or, in connection with the transmission of unsolicited commercial email ("Spam").

SERVICE PROVIDER'S SUSPENSION OR TERMINATION OF SERVICE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

In the event of any of the following: If the Shield Whois Domain(s) is (are) alleged to violate or infringe a third party's trademark, trade name, copyright interests or other legal rights of third parties; If you breach any provision of this Agreement or an anti-Spam policy of either Service Provider; If You breach any provision of the Registration Agreement; If necessary to protect the integrity and stability of the applicable domain name registry; If necessary to comply with any applicable laws, government rules or requirements, subpoenas, court orders or requests of law enforcement; If Backend Service provider is named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of Your use of the Shield Whois or an Shield Whois Domain; If necessary to comply with ICANN's Dispute Resolution Policy or other policies promulgated by ICANN (including policies which may preclude use a service such as Shield Whois); If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of Backend Service Provider, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; OR if it comes to Backend Service Provider's attention that You are alleged to be using the Shield Whois for purposes of engaging in, participating in, sponsoring or hiding Your involvement in illegal or morally objectionable activities, including but not limited to, activities which are designed, intended to or otherwise: (i) appeal primarily to prurient interests; (ii) defame, embarrass, harm, abuse, threaten, or harass; (iii) violate laws of Sweden and/or foreign territories; (iv) involve hate crimes, terrorism or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, race, ethnicity, or are 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, 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, THEN You understand and agree that Backend Service Provider has the absolute right and power, in its sole discretion and without any liability to You whatsoever, to suspend the Shield Whois, close Your Account, terminate provisionment of the Shield Whois, list the information You provided in section 2 in the Whois output or provide the information You provided in section 2 to a claimant, resolve any and all third party claims, whether threatened or made, arising out of Your use of Shield Whois Domain, or take any other action which Backend Service Provider deems necessary.

In the event Backend Service Provider takes any of the actions set forth above or in the event You elect to cancel the Shield Whois for any reason, neither Service Provider will refund any fees paid by You for the Shield Whois.

You also acknowledge and agree that Backend Service Provider may, in its sole discretion and without any liability to You whatsoever, cancel the Shield Whois during the first thirty (30) days after You procured the Shield Whois, and/or suspend Your rights under this Agreement and list the Shield Whois Addresses during resolution of a dispute or investigation of allegations.

FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the Shield Whois Addresses associated with Your Shield Whois Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or Swedish postal mail which does not appear to be unsolicited commercial mail, Backend Service Provider may either i) forward such communication to You or ii) may attempt to communicate to you a scanned copy of a page of the communication to ascertain Your desires with respect to forwarding the communication to You. You

specifically acknowledge that Backend Service Provider may elect to not forward to You (nor to otherwise communicate with You) regarding first class postal mail or email, fax, postal mail or telephone communications which appear to be unsolicited communications which offer or advertize the sale of goods or services or which solicit charitable contributions, or communications which appear to arise from Your having used the Shield Whois as a general mail forwarding service (see section 1, above). You authorize Backend Service Provider to either discard all such communications or return all such communications to sender unopened. You agree to waive any and all claims arising from Your failure to receive communications directed to Your domain name but not forwarded to You by Backend Service Provider, including failures which arise from Backend Service Provider's mistake in judging whether a communication appears to be an unsolicited communication.

Email. The Whois directory generally requires an email address for every purchased domain name registration. When You purchase Shield Whois, Backend Service Provider creates an email address for that domain, "yourdomainname@shieldwhois.com". Thereafter, when messages are sent to the email address listed in the Shield Whois Address, Backend Service Provider may elect to forward messages sent to this address.

Your Obligation to Respond to communications from the Backend Service Provider: When Backend Service Provider receives a communication which may warrant forwarding to You, per the terms of this Agreement, Backend Service Provider will send an email to the email address You provided to Backend Service Provider pursuant to section 2. The email message will identify the sender of the correspondence and the date received. As an alternative, You agree that Backend Service Provider may allow you to access Your Account to view full or partial scanned copies of (non-email) communications sent to the Shield Whois Addresses and that You may be required to interact with Your Account to have the physical originals of such communications forwarded to You and that if You do not interact with Your Account in the ways indicated upon accessing Your Account, that the communications may not be forwarded to You. In either event, You will have seventy-two (72) hours to decide whether to have the communication(s) forwarded. If you do not respond within this time period, the communication(s) will not be forwarded. Method of forward will be determined by Backend Service Provider. Communication(s) may not be immediately forwarded upon Your election; there may be a delay and communication(s) may be aggregated to be forwarded together. The Backend Service Provider may begin charging fees for forwarding communications or may change the method by which communications are forwarded without written notice.

In the event You do not respond to communications from the Backend Service Provider regarding communications received at the Shield Whois Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the Shield Whois regarding either the Shield Whois Domain in question or with respect to all of Your Shield Whois Domains, depending on the circumstances. This means the Whois directory will revert to displaying Your name, postal address, email address and phone number. This action would be taken because Backend Service Provider will not become involved in any legal or other matters between You and third parties.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE Shield Whois, USE OR INABILITY TO USE THE PRIMARY OR BACKEND SERVICE PROVIDER(S) WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER

WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO BACKEND SERVICE PROVIDER OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER THE PRIMARY OR BACKEND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRIMARY AND BACKEND SERVICE PROVIDERS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

You further understand and agree that the Primary and Backend Service Providers disclaim any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of affiliated parties; (iii) data non-delivery or misdelivery between You and the Service Providers; (iv) the failure for whatever reason to renew the Shield Whois; (v) the unauthorized use of Your Account or any of the Service Provider's services; (vi) errors, omissions or misstatements by either Service Provider; (vii) 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 Shield Whois Domain; (viii) processing of updated information regarding Your Account; (ix) any act or omission caused by You or Your agents (whether authorized by You or not).

YOU AGREE THAT, IN ANY EVENT, THE PRIMARY AND BACKEND SERVICE PROVIDERS' RESPECTIVE MAXIMUM LIABILITY TO YOU SHALL BE CAPPED BY THE LESSER OF THE AMOUNT OF FEES PAID BY YOU TO EACH SERVICE PROVIDER IN THE PRECEDING YEAR WITH RESPECT TO THE SERVICES WHICH GAVE RISE TO THE LIABILITY OR \$100.00 PER Shield Whois Domain.

INDEMNITY

You agree to release, defend, indemnify and hold harmless the Primary and Backend Service Providers, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and AB NameISP, 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 this Agreement, the Shield Whois, the web sites of the Service Providers, Your Account, and/or Your use of Your Shield Whois Domain.

BACKEND SERVICE PROVIDER WARRANTY DISCLAIMER

THE BACKEND SERVICE PROVIDER, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, THE WEB SITES OF THE BACKEND SERVICE PROVIDER OR ANY WEB SITES LINKED TO SUCH WEB SITES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL BACKEND SERVICE PROVIDER SERVICES, AS WELL AS THE BACKEND SERVICE PROVIDER WEB SITE,

ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF BACKEND SERVICE PROVIDER'S SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Backend Service Provider regarding the services contemplated herein.

Governing Law; Venue

This Agreement shall be governed in all respects by the laws and judicial decisions of Gothenburg, Sweden, excluding its conflicts of laws rules. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of Gothenburg, Sweden. For the adjudication of domain name registration disputes and disputes under this Agreement, you agree to submit to the exclusive subject matter and personal jurisdiction of courts located in Gothenburg, Sweden, you agree that venue shall be proper in such jurisdiction, and you agree to waive any objection you may have to jurisdiction and venue in such forum.

Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the Shield Whois is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the Shield Whois, unless terminated or suspended sooner according to the terms of this Agreement.