

WebHostingM Domain WHOIS Privacy Service Terms

Understand the terms governing WebHostingM's WHOIS Privacy service for domain registration. Learn how we protect your identity and data privacy.

Overview

We understand that many users may want to keep their personal contact information private. That is why we provide an additional privacy-protection option for most domain endings that allow you to make some or all, of your information private. By activating the WHOIS Privacy service, you the "**registrant**" agrees to the following additional terms and conditions.

ICANN requires WebHostingM Domains to publish the registrant's name and other contact information in the WHOIS directory when you register a domain.

The WHOIS directory is open to the public, which means published contact information is available to anyone at any time.

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 a registration service provider ("**registrar**") cooperating with the WHOIS privacy service provider ("**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.

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. 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 registrant's stead, including, but not limited to the deletion of the domain name or the deactivation of the service.

In place of the registrant's 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 the 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.

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 a 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 the 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.

The suspension or termination of the service will result in the immediate disclosure of the registrant's information in the WHOIS as well as to third-party claimants. The service provider will endeavor 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 the service provider to postpone the supply of service by the duration of the respective disruption plus an appropriate starting time. Furthermore, service providers 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 the 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 is typically foreseeable at the time of the agreement.

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 refund 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.

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.

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 the registrant from spam the generated email address will only work for a period of 14 days after the WHOIS query was made.

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 the registrant agrees that the 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. Modifications to the terms and conditions or the contract, as well as cancellations will only be accepted in writing, which includes E-Mail transmissions. Oral agreements shall not be considered valid.

For legal entities in the state of New York, as well as for all registrants without permanent residence in the state of New York, the state of New York will be the exclusive place of jurisdiction, as well as the place of fulfillment. For the contract between a service provider and its registrants, the law of the location where our office is physically located is the only effective law.

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 that 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.

NOTE

The WHOIS Privacy service is intended for protecting the registrant for legitimate purposes. Under no circumstance can this service be used to:

- hide registrant information for unlawful activities
- send spam
- distribute illegal or pirated content

WebHostingM reserve the right to remove Proxy registrations at our own discretion. Online version is available at <https://webhostingm.com/whois-privacy-tos>

The logo for webhostingm, featuring the text "webhostingm" in white lowercase letters on a green rounded rectangular background.