

ID Protect Agreement

PLEASE READ THIS ID PROTECTION SERVICE AGREEMENT ("AGREEMENT") CAREFULLY. BY USING THE ID PROTECTION SERVICES ("IDP 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 THE IDP SERVICES. YOU AGREE THAT ANY NEW, DIFFERENT OR ADDITIONAL FEATURES THAT CHANGE THE IDP SERVICES 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 THE IDP SERVICES. CONTINUED USE OF THE IDP SERVICES AFTER CHANGES TO THIS AGREEMENT HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

This Agreement is by and between Whois Privacy Protection, Inc., a Nevada corporation ("Backend Service Provider"), the party, if any, other than the Backend Service Provider who makes the IDP Services 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 IDP Services. 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 IDP Services, 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 IDP Services. 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 a registrar when you register or renew domain name registration(s).

1. THE IDP SERVICES

If you subscribe to the IDP Services, each domain name registration which you control and which You designate ("IDP 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 IDP Domain:

- The Backend Service Provider's email address, postal address and phone and facsimile number for the registrant, administrative, technical, and billing contacts ("IDP Addresses");
- The primary and secondary domain name servers You designate for the IDP Domain;
- The IDP Domain's original date of registration and expiration date;
- The identity of Your registrar, domain name service provider (if different from registrar) and the status of the IDP Domain with the registrar (such as, "active," "Registrar Lock," "clienthold," etc.).

While You will not be listed as the registrant for the IDP Domains, and other than as described in this Agreement, the Backend Service Provider will not act to control the IDP Domain(s). You will retain the right to sell, transfer, or assign each IDP Domain; You will retain the right to control and set the DNS settings for the IDP Domain(s); You will retain the right to renew each IDP Domain name registration upon expiration (subject to your registrar's applicable rules and policies); and You will remain responsible to resolve any and all monetary or other legal claims that arise in connection with Your IDP Domain(s), subject to the remaining provisions of this Agreement.

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

2. PROVISION OF PERSONAL INFORMATION

You agree that for each IDP 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 IDP Domain's administrative, technical, and billing contacts;
- The primary and secondary domain name servers for the IDP 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 IDP 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 IDP Domain(s) to an IP address of Backend Service Provider' choosing until such time as You supply primary and secondary domain name servers.

3. RENEWALS AND FEES

If You have selected automatic renewal of the IDP Services through the account which you use to manage Your IDP Services ("Your Account"), You agree i) that the IDP Services shall be automatically renewed 30 days prior to the end of Your IDP Services term, ii) that the Service Provider will attempt to charge the credit card You have on file with the Service Provider at the then current rates, and iii) You waive any requirement to obtain you ongoing affirmative consent to any such automatic renewal. If you do not wish to automatically renew the IDP Services, You agree that the exclusive method for communicating this to the Service Provider shall be by logging into Your Account to ensure that the auto-renewal or renewal option is not selected. You understand that You must do this at least 31 days prior to the end of the then current IDP Service term. It is Your responsibility to keep Your credit card information current and accurate, including the expiration date. If Service Provider is unable to collect renewal or other fees, you agree that a Service Provider may contact You, but is not obliged to do so, and You agree that Service Provider may suspend or terminate the IDP Services as a result of inability to obtain payment.

For domain name registrations which are serviced by a registrar other than a Service Provider: If available as an option and if such option selected by You, You agree that either Service Provider shall be authorized to contact your domain name registration service provider on Your behalf (and using the credit card provided by You) to renew the domain name registration of associated IDP Domains.

If Backend Service Provider elects to begin charging fee(s) to forward communications to You (see below), You agree that you may be required to pay such fees before the communications will be forwarded. Backend Service Provider may change its service and forwarding fees at any time. Backend Service Provider may also charge reasonable fees for administrative tasks outside the scope of regular services. These may include, but are not limited to, customer service issues that require personal service and disputes that require legal services. You are responsible for paying all fees and taxes associated with using Backend Service Provider's services. Payment shall be made by credit card unless other options are indicated in Your Account. You agree that charges may appear on the credit card statement under a descriptive provider identifier, such as "Domain Name Registration Services." Fees are non-refundable. If for any reason there is a charge back for any fee previously charged to the credit card by Backend Service Provider, You agree that Backend Service Provider may, without notice, pursue all available remedies in order to obtain payment. Without limitation on other remedies which may be available under such circumstances, You agree that Backend Service Provider may assume complete ownership of the IDP Domain(s), that the IDP Domain(s) may be sold to third parties, or that the IDP Domain(s) may be pointed to IP numbers of Backend Service Provider's choosing, and that Backend Service Provider may immediate cancel Your Account and all services provided to You.

IMPORTANT TERMS REGARDING RELATIONSHIP OF TERM OF IDP SERVICES AND REGISTRATION TERM OF AN ASSOCIATED IDP DOMAIN: You understand that your IDP Services term begins on the date Your attempt to procure the IDP Services 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 IDP Services term may be different than the registration term of the IDP Domain which is associated with the IDP Services. If an IDP Domain expires and is deleted before the end of the term of the associated IDP Services, then the IDP Services associated with the domain will end when the IDP Domain is deleted and You understand that there will be no refund for any resulting unused portion of an IDP Services term. If the IDP Services term ends while the registration term for an IDP Domain is still ongoing, then the IDP Services will no longer be provided, the personal information specified in section 2 shall be listed in the WHOIS output for the (then former) IDP Domain, and the communications forwarding services specified in section 6 will no longer be provided.

4. 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 IDP Services in good faith and that You have no knowledge or reason to believe that Your IDP 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 IDP Services nor IDP 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").

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

In the event of any of the following:

- If the IDP 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 Your registrar's 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 IDP Services or an IDP 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 ID Protect);

- 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 IDP Services 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 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, 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 IDP Services, close Your Account, terminate provisionment of the IDP Services, 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 IDP 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 IDP Services for any reason, neither Service Provider will refund any fees paid by You for the IDP Services.

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

6. FORWARDING COMMUNICATIONS

You agree that Backend Service Provider will review communications sent to the IDP Addresses associated with Your IDP Domain. For communications received via certified or traceable courier mail (such as UPS, FedEx, or DHL), or first class U.S. 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 IDP Services 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 IDP Services, Backend Service Provider creates an email address for that domain, "yourdomainname@whoisprivacyprotect.com". Thereafter, when messages are sent to the email address listed in the IDP Address, Backend Service Provider forwards such messages to the email address You listed in section 2. If such email address becomes non-functioning or if email to such address bounces, Backend Service Provider is not obligated to attempt to contact You through other means. You agree that Backend Service Provider may elect, in Backend Service Provider's sole discretion, to allow You to access Your Account and view email sent to the IDP Addresses, though such alternative means of servicing Your Account is an option and not a requirement.

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 IDP 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 IDP Address, Backend Service Provider may immediately reveal the information You provided pursuant to section 2 and/or cancel the IDP Services regarding either the IDP Domain in question or with respect to all of Your

IDP 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.

7. 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 IDP SERVICES, 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 IDP Services; (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 IDP 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 IDP DOMAIN.

8. 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 Your 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 this Agreement, the IDP Services, the web sites of the Service Providers, Your Account, and/or Your use of Your IDP Domain.

9. 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.

10. COPYRIGHT & TRADEMARK

You understand and agree that all content and materials contained in this Agreement, the Privacy Policy and the Backend Service Provider web site, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Backend Service Provider reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using any of the afore-described content and materials without the written permission of Backend Service Provider. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

11.MISCELLANEOUS PROVISIONS

a. 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.

b. Governing Law; Venue; Waiver Of Trial By Jury.

This Agreement shall be governed in all respects by the laws and judicial decisions of King County, Washington, 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 King County, Washington. 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 the state and Federal courts located in King County, Washington, 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. You agree to waive the right to trial by jury in any proceeding, regardless of venue, that takes place relating to or arising out of this Agreement and You agree that service upon You may be accomplished by depositing the summons and complaint in the United States mail, first-class mail, postage pre-paid, addressed to the address provided by you in section 2, which service shall be deemed to be effective five days after deposit.

c. Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the IDP Services is accepted by the Service Provider(s). The term shall run for the unit of time which You ordered when You procured the IDP Services, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Forwarding Communications), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 11 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

Contact us with any questions about this agreement at:

Hard Shell Hosting

P.O. Box 311207

Houston, TX 77231

713-721-0059

www.hardshellhosting.com

contactus@hardshellhosting.com