



Realtime Register Privacy Proxy Service Terms & Conditions

Realtime Register B.V. of Zwolle, the Netherlands, Chamber of Commerce 05074456 (“RTR”) is willing to permit **qualified** customers (“Customer”) to offer a privacy-protecting proxy service in connection with domain name registrations for registrants through Customer. The below terms and conditions apply to these services in addition to the General terms & conditions (“GTC”) of RTR. The below terms and conditions prevail in case of a conflict.

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1. Authorization for privacy protection

1.1. In deviation from article 3.1 of the GTC, RTR hereby authorizes Customer to let the registered domain name holder data of a domain name be a legal entity other than the actual domain name holder. Customer must offer the above as a separate option marked as “Privacy protection” or “Privacy proxy” or the like and may not make this option the default.

2. RTR as privacy-protecting entity

- 2.1. RTR shall set the registered domain name holder data to a legal entity of its choosing.
- 2.2. To employ this service, Customer must when making the registration or transfer request employ the flag designated to this end by RTR in the order form or API. The registration data in the order form or API must be the data of the actual domain name holder and must be accurate and complete. Article 3.1 of the GTC applies to this data.
- 2.3. If required by the applicable registry, RTR shall put a copy of the registration data of the domain name holder in escrow with a reputable third party. Customer must inform the domain name holder through its privacy statement or similar instrument that such escrow will take place.
- 2.4. RTR shall provide a contact form to allow third parties to send messages to the domain name holder. The contact address for the contact form must be a valid and working email address at all times. RTR shall further provide for an email autoresponder coupled to the registered domain name contact information that shall refer said contact form.



- 2.5. RTR shall not be obliged to read any messages sent to the autoresponder or through the contact form. RTR further shall not be obliged to pass on any messages to the ultimate domain name holder if received through other channels.

3. Customer obligations

- 3.1. Customer shall publish its business contact information on the web site of the label or brand used for the registration of the domain name, together with the terms and conditions of this service (including pricing).
- 3.2. Customer shall publish information on the abuse and infringement procedures of the Customer, as well as the location of the contact form.
- 3.3. Customer shall clearly inform parties wishing to employ the service what this service entails and in particular what its (legal and practical) limitations are.
- 3.4. Customer shall clearly inform conditions for termination to users of the service.
- 3.5. The price for being permitted to offer the privacy-protecting proxy service shall be billed as a surcharge to the normal price for registration or transfer of a domain name by RTR. RTR may increase the price in case Customer's customers cause more than the average number of complaints.

4. Abuse; Notice and Takedown; UDRP

- 4.1. Customer shall explicitly inform domain name holders that abuse of the service is not permitted. In addition to 5.1 and 5.2 of the GTC, Customer shall not, and not permit its customers to
 - 4.1.1. promote the service as suitable for hiding from authorities, courts, lawyers or private entities acting in the public interest,
 - 4.1.2. offer the service in conjunction with activities that are evidently illegal, such as uploading or downloading copyright-protected materials, the operation or control of botnets, selling or offering prescription drugs, fraud or phishing,
 - 4.1.3. use the domain name in question for anything that violates the GTC, the applicable registry terms and conditions or applicable law.
- 4.2. Customer must require the domain name holder to respond within 3 calendar days to any message by RTR regarding the domain name for which the service is provided.
- 4.3. If RTR receives complaints from third parties regarding a violation of these terms or the GTC, RTR may pass on the complaint directly to the domain name holder in addition to (or instead of) to Customer. In case of complaints or violations of any of these terms or of the GTC RTR may, even before receiving a response by Customer, suspend the use of the domain name until the violation is resolved.

5. Release of holder data

- 5.1. RTR shall release the data of the domain name holder to courts, governmental agencies or other entities if RTR is obligated to do so under Dutch or other applicable law. If possible RTR will



inform Customer and the domain name holder in advance to enable them to take legal steps if desired to prevent such release. Nevertheless, RTR shall never be liable for any damages for not or belatedly informing the customer and or domain name holder. RTR shall never be liable for any damages resulting from such release.

6. Term and termination

- 6.1. RTR may demand Customer to terminate or cancel any domain name employing, or to update the registered domain name information with that of the ultimate domain name holder, at any time in case the use of that domain name is in violation of these terms or the GTC. If Customer does not do so within five working days, RTR may take the termination, cancellation or updating action itself.
- 6.2. RTR may withdraw its permission to Customer to utilize the privacy-protection services at any time by providing three months' notice. No notice period is required in case Customer or its customers repeatedly violate the abuse provisions of the GTC or these terms.