

Techniccol Hosting

WHOIS Privacy Terms & Conditions

Identity Protect WHOIS Privacy Terms and Conditions

1 Definitions

The definition and rules of interpretation in this condition apply in the Privacy Conditions:

"Contact Details" means the contact details for Your Domain Name that You maintain with your Registrar.

"Dispute Resolution Policy" means any relevant dispute resolution policy including, but without limitation, the UDRP, the Nexus Dispute Policy and Nominet's DRS.

"Domain Name" means an Internet top level domain name capable of registration through Your Registrar.

"Domain Name Servers" means computers that provide specific translation information in the Domain Name System.

"Domain Name Registry" means the organisation which operates the zone file converting Domain Names to Internet protocol addresses for a top level Domain Name.

"Expiration Date" means the date set out in the WHOIS database for the expiration of the registration of the Domain Name.

"Privacy Service" means a service to replace your contact data in the public WHOIS database with Our contact data as detailed in these Privacy Conditions.

"Registrar" means the commercial entity, accredited by the Registry, to manage the reservation of the Domain Name in accordance with the guidelines of the Domain Name Registry or its reseller.

"You" or "Your" means the person who is entering into this Contract with Us and who the Domain Name will be registered for.

"We", "Us" or "Our" means Techniccol Hosting, a company operating in the UK for the purpose of providing a Privacy Service.

"WHOIS" means a Domain Name search tool for an Internet top level domain name registry database which will display Your contact data until a Privacy Service is enabled.

2 The Privacy Service

2.1 When You subscribe a Domain Name to Our Privacy Service You designate that We will thereafter be registered as the holder of the Domain Name ("Registrant").

2.2 Subject to clause 4, for each Domain Name You subscribe to the Privacy Service, We shall keep Your name, postal address, email address, phone and fax numbers confidential.

2.3 When We become the Registrant of a Domain Name, the following information will be publicly available in the WHOIS for the Domain Name:

2.3.1 Our name and postal address as the Registrant;
2.3.2 Our email address, postal address, phone number and fax number as the technical contact, administrative contact and billing contact; 2.3.3 the primary and secondary Domain Name Servers that You designate for the Domain Name;

2.3.4 the Domain Name's original date of registration and Expiration Date; and

2.3.5 the commercial entity, accredited by the Registry, to manage the reservation of the Domain Name in accordance with the guidelines of the Domain Name Registry

2.4 You will retain the full benefits of the Domain Name and may cancel the Privacy Service for each Domain Name at any time and You will then become the Registrant and Your details will show in the WHOIS.

3 Your Obligations

3.1 You agree and acknowledge that in relation to each Domain Name You subscribe to the Privacy Service:

3.1.1 You will provide and update accurate and current Contact Details at all times of:

3.1.1.1 the email address, postal address, phone and fax numbers for the Domain Name's technical contact, administrative contact and billing contact; 3.1.1.2 the primary and secondary Domain Name Servers that You designate for each Domain Name; and

3.1.2 You will:

3.1.2.1 respond within 7 days to any inquiries made by Us to determine the validity of any information provided to Us by You; and

3.1.2.2 respond within 10 days to correspondence We receive that is either addressed to or involves a Domain Name, as detailed in clause 4 below.

4 Suspension and Termination of Privacy Service

4.1 You acknowledge and agree that We have the absolute right, in Our sole discretion and without any liability to You whatsoever, to suspend or cancel the Privacy Service for each subscribed Domain Name, such that You will then become the Registrant of the Domain Name with all applicable information then showing in the WHOIS, in certain circumstances, including but not limited to the following:

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- 4.1.1 when required by law, governmental rules or requirements, governmental authorities or a court order; or
- 4.1.2 when We believe in good faith that such action is required by law; or
- 4.1.3 in compliance with a legal process served upon Us; or
- 4.1.4 in order to comply with ICANN and/or applicable Registry rules, policies or procedures; or
- 4.1.5 to resolve any and all third party claims, whether threatened or made, arising out of Your use of a Domain Name; or
- 4.1.6 if We believe that You are using the Privacy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities; or 4.1.7 to protect the integrity and stability of the applicable Domain Name Registry; or
- 4.1.8 to comply with any Dispute Resolution Policy; or
- 4.1.9 to avoid any financial loss or legal liability (civil or criminal) on the part of Us, Our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; or
- 4.1.10 if the Domain Name We register on Your behalf violates or infringes a third party's trademark, trade name or other legal rights.

4.2 You further acknowledge and agree that in the event that We receive a formal complaint, notice of claim in relation to legal proceedings or in relation to a Dispute Resolution Policy, the subject matter of which is a Domain Name or which relates to Your use of the Services, We have the right to suspend the Privacy Service and Your identity will be revealed in the WHOIS as Registrant until and subject to the resolution of such matter.

5 Refund in Event of Cancellation

We will not provide a refund in the event that We exercise any of Our rights set out in clause 4 above or You elect to cancel Our Privacy Service for any reason.

6 Communications Forwarding

6.1 You agree and acknowledge that:

6.1.1 We will forward to You communications relevant to any or all of the circumstances set out at clauses 4.1 and 4.2 addressed to Your Domain Name that are received by Us by email, postal mail or fax.

6.1.2 The importance of clause 3.1.1 in allowing Us to fulfil our obligations to You in this clause 6.

6.1.3 Subject to clause 6.1.1 We will not forward to You any other communications (whether delivered through email, postal mail or fax) and You further authorize Us to either discard all such communications or return all such communications to sender unopened.

6.2 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 Us.

6.3 We reserve the right to pass on to You the reasonable costs We may incur for administrative tasks outside of the scope of Our Privacy Service.

7 The Techniccol Hosting WHOIS Privacy Service

7.1 You understand and accept that the Techniccol Hosting WHOIS Privacy Service is a proxy service as per ICANN's Rules and Registrar Accreditation Agreement but shall be known as "WHOIS Privacy" hereinafter. 7.2 You are required to provide the following details when purchasing WHOIS Privacy:

7.2.1 The first and last legal name of the registered domain name owner;

7.2.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

7.2.3 The identity of Registrant including Registrant's telephone and fax numbers (including any relevant extension numbers) and email address;

7.2.4 The original creation date of the registration;

7.2.5 The expiration date of the registration;

7.2.6 The name and postal address of the Registered Domain name Holder;

7.2.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;

7.2.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;

7.2.9 The name, postal address, e-mail address, voice telephone number, and (where available) fax

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number of the billing contact for the Registered Name.

7.3 Subscribers to the WHOIS Privacy Service who activate the service have elected to remove the following information on the publicly available WHOIS Registry:

7.3.1 Registrant and Contacts name(s);

7.3.2 Postal address and assigned email address and telephone number on behalf of the Registrant and the Contact(s).

7.4 Subscribers are aware that if the WHOIS Privacy Service is disabled during the term, this information will be displayed on the publicly available WHOIS Registry.

7.5 Subscribers to the WHOIS Privacy Service who activate the service have elected to display the following information on the publicly available WHOIS Registry:

7.5.1 The primary and secondary nameservers shall be those designated by Techniccol Hosting

7.5.2 The original date of registration and the expiration of each domain name;

7.5.3 Registry Domain ID

7.5.4 Registrar Abuse Contact Email

7.5.5 Registrar Abuse Contact Phone

7.5.6 Domain Status

7.5.7 Registry Registrant ID

7.5.8 Registry Admin ID

7.5.9 Registry Tech ID

7.5.10 DNSSEC

7.5.11 Last update of WHOIS database

7.6 Clients are to note that Techniccol Hosting will be identified as the registrar of record.

7.7 You understand and agree that the information that you provide in respect of registrant details and contact details will be kept on file.

7.8 You further agree and warrant that you will ensure that any information supplied is accurate and up to date.

7.9 You will retain complete control over the domain name and its registration records.

7.10 You may suspend and reinstate the WHOIS Privacy Service at your discretion.

7.11 The WHOIS Privacy Service may be used with both new and existing domain name registrations. You may use the WHOIS Privacy Service with respect to a domain name that has been transferred but it will only commence after the transfer has been completed. If you wish to transfer the domain name to a different registrar, the WHOIS Privacy Service must be disabled in order to initiate the transfer.

7.12 We will send all renewal and transfer related communications to the contact details you supply.

7.13 The total registration period of the WHOIS Privacy service cannot exceed a period of ten (10) years.

8 Forwarding Communications

8.1 You acknowledge and accept that whilst a WHOIS Privacy Service is enabled We may forward any correspondence received by us for you or related to your domain to the contact details that you supply, either by post or by email. This correspondence may be opened and scanned as necessary.

8.2 We will only be responsible for forwarding communications where our details have appeared in the WHOIS and when your WHOIS Information is accurate, complete and up to date.

8.3 Email correspondence will be forwarded according to the instructions of the Registrant as they appear in our records.

9 Right to Suspend and Disable

9.1 We shall have the right, at our sole discretion and without liability to you or any of your Contacts, suspend or cancel your domain name and to reveal Registrant and Contact WHOIS Information in certain circumstances, including (but not limited to) the following:

9.1.1 when required by law or to avoid legal liability;

9.1.2 in the good faith belief that disclosure is necessary to assist in investigations to an alleged breach of a law;

9.1.3 to help to resolve any and all third party claims including but not limited to ICANN's or a any other relevant dispute resolution policy;

9.1.4 to avoid financial loss;

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- 9.1.5 in the good faith belief that you are using the WHOIS Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities;
- 9.1.6 to transmit spam, viruses, worms or other harmful computer programs;
- 9.1.7 when We believe in good faith that such action is required by law;
- 9.1.8 in order to comply with ICANN and/or applicable Registry rules, policies or procedures;
- 9.1.9 if the Services are being used for the publication, web forwarding, linking to, issue of or display of any material which in Our absolute discretion may harm Us, Our reputation or otherwise bring Us into disrepute. In the event that We receive a formal complaint (including, but not limited to, a notice of claim or UDRP notification), We will have the right to disable the WHOIS Privacy Service pending a final decision.

10 Payment Terms and Refund

- 10.1 You agree that the term of the WHOIS Privacy registration will run in conjunction with the requested domain that the Client wishes to register or any pre-existing domain that the client wishes to renew. However, should the domain be registered on a different date to the WHOIS Privacy You acknowledge and understand that this does not mean the WHOIS Privacy will run for the same length of time as the domain is registered.
- 10.2 The domain and the WHOIS Privacy shall have separate expiration dates. It is your responsibility to ensure that any WHOIS Privacy runs for the same length of time as the domain. In the event that the domain expires prior to the associated WHOIS Privacy Techniccol Hosting shall not issue any refunds for the remaining period.
- 10.3 You must contact the Techniccol Hosting Support team within five (5) calendar days to make a request for a refund. You

acknowledge and understand that your request for a refund does not in any way guarantee that Techniccol Hosting shall issue a refund.

11 Renewal

The WHOIS Privacy shall automatically renew upon expiry for the same amount of years as previously renewed or purchased unless You actively set the service to expire upon renewal. This must be done while the WHOIS Privacy service is live through your Control Panel.

12 Verification 1

- 2.1 Please note that having the WHOIS Privacy Service disabled or dormant for any length of time during the term of the service does not mean that the purchase price shall be refunded or reduced in any way.
- 12.2 You acknowledge and understand that We shall verify the email address you provide upon registration, upon purchase of WHOIS Privacy, upon any updates you make, once a year and at any other time We deem necessary. In the event that your email address cannot be verified, your domain shall be suspended within fourteen (14) calendar days and/or removed from your control.
- 12.3 You acknowledge and accept that We shall keep a log of the checks We carry out for as long as is deemed necessary by ICANN.
- 12.4 You acknowledge and understand that We shall cross validate postal address information to spec UPU S42 to ensure that it is a legitimate address. In the event that your postal address cannot be verified, your domain shall be suspended within fifteen (15) calendar days and/or removed from your control.
- 12.5 This verification process is non-negotiable.

13 .UK WHOIS Privacy

- 13.1 The .UK WHOIS Privacy service applies to the following domain name extensions: .co.uk, .org.uk, .me.uk, ltd.uk, plc.uk and net.uk.
- 13.2 The terms within this Techniccol Hosting WHOIS Privacy shall continue to apply for all .UK WHOIS Privacy services purchased.
- 13.3 If in the event You have a WHOIS Opt-Out feature enabled You understand that this service shall remain free until such time that You disable it. Should you wish to re-enable the feature this will become immediately chargeable and You shall be liable to pay the associated fees to Techniccol Hosting.

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14 By signing up for our services you agree to be bound by all Technicol Hosting terms and conditions.