Last modified: January 31, 2017

**By activating the Whois Privacy Service offered by Contact Privacy Inc. (referred to as "we" or "us"), the customer (referred to as "Registrant", "you" or "your") agrees to the following terms and conditions (the "Terms of Service").**

1. The Whois Privacy Service ("Service") is offered as an optional service for domain names you have registered through Google Inc. or one of its affiliates (referred to as "Google"), who is cooperating with us.
2. If you subscribe to the Service, you have elected to include the following information in the publicly available Whois Registry:
   1. The publicly available Registrant contact information will list "Contact Privacy Inc. Customer ####" (where "####" is a unique customer identification number) as the Registrant and contact name.
   2. Contact Privacy Inc.'s postal address and a Contact Privacy Inc. assigned email address as well as telephone number shall appear on behalf of the Registrant and the Contact(s);
   3. The primary and secondary nameservers shall be those designated by you;
   4. The original date of registration and the expiration of each domain name;
   5. Google will be identified as the registrar of record ("your registrar").
3. You understand and agree that the Registrant and Contact Information that you have provided will be kept on file. You further agree and warrant that you will ensure that the Whois Information for the domain name owner, admin, billing and technical contact is true, accurate and up to date, including their name, postal address, email address, phone and fax numbers.
4. You will retain complete control over the domain name and its registration records and remain the legally responsible owner of the domain name. You may suspend and reinstate the Service at your discretion.
5. The Service may be used with both new and existing domain name registrations. You may use the 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 from your Registrar to a different registrar, the Service must be disabled in order to initiate the transfer.
6. We will send all obligatory renewal and transfer related messages to the Contacts you have designated.
7. Communications received with respect to a particular domain name registration will be handled as follows:
   1. We will forward to you or a Contact, as per below, all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to you or your Contact. Regular postal mail will be discarded or returned to sender at our discretion.
   2. Email correspondence will be forwarded by email, only if submitted via the contactprivacy.email website, to the email address as it appears in Contact Privacy's records.
   3. A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.email web site where written messages will be forwarded according to your instructions.
   4. 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.
   5. The point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights) is <https://contactprivacy.email/send_email/tucows>.
8. We shall have the right, at our sole discretion and without liability to you or any of your Contacts, to suspend or cancel your domain name and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
   1. when required by any law, rule or regulation;
   2. in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law, rule or regulation;
   3. to comply with a legal process served upon Contact Privacy Inc. or your registrar;
   4. to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
   5. to avoid financial loss or legal liability;
   6. if we believe that you or one of your Contacts is using the Whois Privacy Service to conceal involvement with activities that are: illegal, illicit, misleading, objectionable, harmful, hateful, defamatory, derogatory or bigoted based on racial, ethnic, sexual preference, age, disability or political grounds or that may otherwise cause injury, damage or harm of any kind to any person or entity; involving the transmission of SPAM, viruses, worms or other harmful computer programs; activities that threaten or violate a person's privacy or property rights; activities that may in anyway be harmful to minors.
9. You understand and agree that, in the event that we receive a formal complaint, notice of claim or UDRP, that we will have the right to disable the Service pending final disposition of the matter.
10. We retain the right to refuse any transfer request or request for an authorization code for a domain name by you as long as the service is enabled.
11. Support inquiries by you related to the use of the Service may be directed to <https://contactprivacy.email/send_email/tucows>.
12. The fees for the Service will be charged through your Registrar. The current fees are published on the website of your Registrar 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 you. In cases of termination or suspension of the Service or the deletion or transfer of the domain name, there will be no partial refund of the Service fee for the remaining term.
13. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the extent that such warranties cannot be disclaimed, you agree that our liability shall be limited as set forth below in these Terms of Service.
14. You agree that our entire liability, and your exclusive remedy, with respect to the Services provided under these Terms of Service and any breach of these Terms of Service is solely limited to the amount you paid for the Service. Contact Privacy Inc. and its affiliates and their respective directors, officers, employees, affiliates, subsidiaries, contractors, agents and third party providers shall not be liable for any direct, indirect, incidental, special, consequential or any other damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability is limited to the extent permitted by law. Without limiting the generality of the foregoing, we disclaim any and all loss or liability resulting from the use or inability to use any of the Services including, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data delivery mistake; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.
15. You agree to maintain full liability for the registration and use of the domain name and to release, indemnify, and hold Contact Privacy Inc. and its affiliates and their respective directors, officers, employees, affiliates, subsidiaries, contractors, agents and third party providers harmless from all claims, demands, suits and actions of third parties arising out of or relating to the registration or use of the domain name registered in your name and all liabilities, costs and expenses (including, without limitation, attorney's fees) arising out of or related to such third party claims. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of these Terms of Service and may result in the suspension or cancellation of your domain name. This release and indemnification obligation will survive the termination or expiration of these Terms of Service.
16. You agree that these Terms of Service constitutes the complete and exclusive agreement between you and us regarding our Services.
17. These Terms of Service shall not be construed to create any obligation by either us or you to any non-party to these Terms of Service. Enforcement of these Terms of Service, included any provisions incorporated by reference, is a matter solely for the parties to this Terms of Service.
18. THESE TERMS OF SERVICE SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THESE TERMS OF SERVICE MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.
19. You attest that you are of legal age to enter into these Terms of Service.
20. If any provision of these Terms of Service shall be or become unenforceable and/or invalid, such unenforceability and/or invalidity shall not render these Terms of Service unenforceable or invalid as a whole. Any provision determined to be unenforceable or invalid shall be replaced by provisions which 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 of Service.
21. We reserve the right to amend these Terms of Service at any time by posting the amended Terms of Service, to domains.google.com/tos ("Website") without further notice to you, effective immediately upon such posting.
22. Nothing in these Terms of Service shall be construed as creating the relationship of agency, partnership or joint venture between the parties.
23. Neither party will be in default or otherwise liable for any delay or failure in its performance under this Agreement where such delay or failure arises by reason of an Act of God, any government or governmental body, acts of war, the elements, strikes or labor disputes, power or system failures, failure of the Internet, computer hacking, or other causes beyond the reasonable control of such party.
24. Our failure to exercise or enforce any right or provision of these Terms of Service shall not be deemed to be a waiver of such right or provision and does not affect the right to require any provision to be performed at any time thereafter.
25. By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service (as amended from time to time).
26. Sections 3 and 13 through 26 of these Terms of Service shall survive any termination of these Terms of Service.