

# Specific Terms Proxy Service



These Specific Terms and Conditions apply to the Proxy Service provided by EBRAND and are an integral part of the Agreement between EBRAND and Client.

To the extent that there is a direct conflict between these terms and the General Terms and Conditions, these terms shall prevail. Capitalised terms defined in the General Terms and Conditions shall have the same meaning in the Specific Terms and Conditions.

## 1. The Service

Within the scope of the Domain Name Service and in accordance with the applicable Registry Policy, EBRAND may allow Client to replace the Client Details to be published in the Whois database by the details of an EBRAND partner (the "Proxy").

### 1.1. Contact Details

When the Proxy Service is activated for a Domain Name, the first name, last name, address and phone number of Client are replaced in the Whois database by those of the Proxy, Client email address by an address specifically created for Client.

### 1.2. Forwarding

As part of the Service, the Proxy will provide Client with a unique email address via which any email received will be automatically forwarded to Client email address. Postal mails sent for Client to the address of the Proxy will only be scanned and sent Client email address in cases where the Proxy will, at its sole discretion, deem those mails important (such as cease and desist letter, subpoena...).

Client expressly authorises both the Proxy and EBRAND to read the emails and postal mails sent to Client via the Proxy details. Furthermore, Client authorises the Proxy to dispose of any postal mail and/or email the Proxy deems as being spam without notifying Client.

## 2. Purpose

Client understands and agrees that the Proxy Service has the sole purpose of allowing them to protect themselves against the receiving of unwanted commercial proposals the publishing of Client's Details in a public database would incur.

## 3. Limitations

Client expressly acknowledges that the Proxy Service is neither a domiciliation nor a mail forwarding service.

Client understands and accepts that the Proxy Service is provided without any guarantee of any kind, expressed or implied and in particular regarding the well-functioning of the email and postal mail forwarding or its future compliance with the Registry Policy. Client understands that they remain free at all times to publish their own details in the Whois database for the Domain Name.

Client understands and accepts that the Proxy Service may only be provided for domain names registered with EBRAND. Client consequently accepts that to be allowed to transfer a domain name using this Service to another Registrar, Client must appoint their own details beforehand.

EBRAND retains the right to modify those limitations at any time and further to forbid certain types of use of the Whois Protection Service.

## 4. Responsibility

Neither EBRAND, nor the Proxy will be held responsible in cases where the Service would not meet the Registry registration requirements and would have to be terminated. Client commits not to use the Proxy Service for any illicit or fraudulent purposes and more generally, in any way breach the principles set forth by article 8 of the General Terms and Conditions.

Client understands that any improper use of the Proxy Service may result in the immediate, and without prior notice, deletion of the Domain Name by EBRAND and/or the Proxy, as well as the complete suspension of the Client Account if EBRAND deems it necessary.

Client accepts that neither EBRAND nor the Proxy can be held liable for the use of the Service made by Client.

## 5. Guarantee

Client commits to hold EBRAND and the Proxy harmless against any claim and/or suit from any third party based on or arising from Client's use of the Service. This guarantee includes among others that Client will fully indemnify EBRAND and the Proxy for any direct or indirect damages such as but not limited to, all administrative, judiciary or extra judiciary costs incurred for EBRAND and the Proxy by Client's use of the Service.

## 6. Refund

Client understands and agrees that unless otherwise provided, all fees applicable to the Proxy Service are non-refundable.

Client further acknowledges that the early termination of the Proxy Service does not entail the refunding of any monies paid to EBRAND nor does it release Client from their obligation to pay all fees applicable to the Service they have ordered until the end of the current Contractual Period.

## 7. Modification

In accordance with article 6 of the General Terms and Conditions, EBRAND retains the right to discontinue or suspend at any time, temporarily or permanently any part or the entirety of the Proxy Service.

Client understands and accepts that EBRAND cannot be held liable by the Client or any third party for any consequences resulting from such modification, suspension or discontinuance of the Proxy Service.

## 8. Personal Data

Without regard to the use of the Proxy Service and in accordance with article 9 of the Specific Terms applicable to the Domain Name Service, EBRAND may have to disclose Client's Details to the escrow service provider.

## 9. Termination and renewal

Client may request the termination of the Proxy Service at any time by sending a three (3) month prior notice in writing to the Account Manager.

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Client accepts that in certain circumstances, EBRAND will be entitled to terminate the provision of the Proxy Service without prior notice, thus disclosing Client's Details to the public. Circumstances where such termination may happen, without it being deemed a default of EBRAND towards its contractual or legal obligations, include but are not limited to:

- the deletion, the failure to renew, the transfer or any other loss of control on the Domain Name on which Proxy Service has been activated;
- Client's breach of any of the Contractual Terms;
- the receipt of a request from law enforcement or any competent agency imposing such termination;
- Client's early termination request;
- use of the Proxy Service by Client for illicit purposes;
- failure by Client to pay to EBRAND any fee due for the Proxy Service provision.

If not terminated prior to the end of the Contractual Period, the Service will automatically be renewed for another Contractual Period under the same terms as the expiring one.