

DomainTools Terms & Conditions of Service

Terms of Service

Limited Personal and Internal Use

Notice of Arbitration Agreement: These Terms of Service contain an Arbitration Agreement that may impact your rights to use the courts to resolve disputes. Please carefully review the terms of the Arbitration Agreement below. If you do not wish to be bound by the Arbitration Agreement, do not use the Service as defined herein;

Notice of Class Action/Class Arbitration Waiver: These Terms of Service include a waiver of your right to proceed with class actions or class arbitrations. Please carefully review Section XV(g) for details. If you do not wish to waive rights to class-based relief, do not use the Service.

This DomainTools Terms of Service Agreement (“Terms”) applies to (1) your use of DomainTools’ services, software, and websites, including the services located at domaintools.com and any other website owned or controlled by DomainTools (collectively, the “Service”); and (2) all material and data that you download, receive, or otherwise obtain through the use of the Service (“DomainTools Data”), including data provided to DomainTools by third parties (“Partner Data”).

Certain users of the DomainTools Service will separately be bound by the terms of an Enterprise Subscription Agreement (an “ESA”) entered into between DomainTools and an organization to which the user is associated and through which the organization is given certain rights to access the Services, and for those users that ESA will control to the extent of any conflict with these Terms.

By accessing or using the Service you agree to these Terms and any other referenced terms, conditions, and policies. You further acknowledge that by using the Service, you necessarily access computers, servers, networks, and other hardware owned and operated by DomainTools to provide the Service (collectively, the “System”). If you are accessing or using the Service on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf.

Your authorization to access the System and use the Service is conditioned on your acceptance of and compliance with these Terms. If you cannot or do not accept these Terms, you are not authorized to access the System or use the Service and any access of the System or use of the Service by you is unauthorized.

DomainTools reserves the right to change, modify, add, or remove portions of these Terms at any time. DomainTools will alert you of any changes by indicating at the top of these Terms the date they were last revised. It is your responsibility to check these Terms periodically for changes. Your use of the Service following the posting of revised Terms means you accept and agree to the changes.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

I. The Service

(a) **Requirements for Use of the Service.** In order to use the Service, you must be at least 18 years old and have legal capacity to enter binding contracts. Additionally, you must not be barred from accessing or using the Service under United States law or the laws applicable where you reside or from where you access or use the Service.

(b) **DomainTools Limited License to You.** Subject to your compliance with these Terms, including, without limitation the Restrictions on Use and Responsibilities in Section III below, DomainTools grants you a limited, revocable, non-assignable, non-transferable, non-sublicensable, and non-exclusive right and license to access and use the Service solely for your own personal or internal purposes relating to your own domain acquisition or brand protection, not for the benefit of any of your customers, constituents or other third parties, and (ii) in connection with: cybersecurity; fraud prevention; network or information security; threat detection, prevention, or remediation; law, regulatory, or rights enforcement; or the investigation of illegal acts or threats to safety or security.

(c) **Membership Account Registration.** Certain features or services offered on or through the Service may require you to open a membership account. In order to open an account, you must provide DomainTools with certain information ("Registration Data") requested on the registration form; inquiries marked "required" must be answered, and any other request for information may be left blank. You agree that the Registration Data you provide: (1) is true, accurate, current, and complete, and (2) will be maintained and updated by you to keep it true, accurate, current and complete. DomainTools reserves the right to suspend or terminate your use of the Service and refuse to provide you with any and all current or future use of the Service if DomainTools, in its sole discretion, determines that any of your Registration Data is untrue, inaccurate, not current, or incomplete.

(d) **Account Security.** During the registration process you will provide an email address, which will function as your user name, and select a password, both of which you may be able to modify later subject to certain system and technical restrictions ("Account Credentials"). You are responsible for maintaining the confidentiality of your Account Credentials and are fully responsible for all activity that occurs under your Account Credentials or that uses your account whether or not authorized by you. Your account

will be charged for all activity authenticated with your Account Credentials even if you later determine the use was fraudulent or unauthorized by you. You will immediately notify DomainTools of any unauthorized use of your Account Credentials or any other breach of security. DomainTools cannot, and will not, be liable for any loss or damage arising from your failure to comply with this requirement.

(e) **Single User Accounts.** With the exception of certain paid membership types, DomainTools accounts may only be accessed and used by the registered user. Sharing, selling, or transferring your Account Credentials with another user is prohibited and a basis for immediate account termination or suspension.

(f) **Paid Memberships.** Certain features or services offered on or through the Service may require a paid membership. Available membership types and associated fees, terms, and conditions will be posted on a website associated with the Service. The term of a paid membership starts when payment is received and continues for the duration you selected during account registration (a “Membership Term”)—e.g. one month or one year. You agree that you will pay for the membership and any additional services or products you purchase through the Service, and that DomainTools may charge your credit card or payment account for any membership upgrades purchased and for any additional amounts (including any taxes, as applicable) that may be accrued by or in connection with your account. Information, including fees and pricing, may be inaccurately displayed on our Services due to system or typographical errors. While we make every attempt to avoid these errors, they may occur. We reserve the right to correct any and all errors when they do occur, and we do not honor inaccurate or erroneous prices. Our prices are also subject to change without notice.

(g) **Automatic Renewal; Subsequent Terms.** The Membership Term will automatically renew, unless terminated by you prior to the end of the Membership Term, for an additional period of the same duration, or at your election, another period then offered by DomainTools (an “Additional Term”). Similarly, any Additional Term will automatically renew unless terminated by you prior to the end of an Additional Term for another Additional Term, or at your election, another period then offered by DomainTools. If you do not elect an Additional Term of a different period than your current term, then you agree to pay for an Additional Term of the same duration as your current term based on the published pricing in effect at the time of renewal. If you elect an Additional Term for a different period, you agree to pay the fees disclosed by DomainTools in connection with that different period. You authorize DomainTools to charge the credit card, PayPal account or other authorized payment method on file for an amount equal to the fees for the Additional Term unless you have cancelled prior to the end of the current term.

To avoid renewal of a paid membership, you must cancel at least 48 hours prior to the end of your current Membership Term. You may cancel the paid membership by updating your membership account here <https://account.domaintools.com/my->

[account/change-account](#). If you cancel your paid membership, you may use your paid membership until the end of the then current Membership Term and your paid membership will not be renewed after the period expires. Generally, subject to any specific cancellation and refund rights you may have under law, you will not be eligible for a refund of any portion of the membership fees paid for the then current Membership Term. In situations where DomainTools provides a refund either in accordance with the terms applicable to the specific Service or otherwise, unless prohibited by law, DomainTools may terminate your paid membership access for the remainder of the corresponding Membership Term.

(h) **Membership Changes.** You may change your membership level by upgrading from one membership type to another. For example, you may upgrade from one type of paid membership to another type of paid membership. An upgrade will take effect immediately, and you will be charged a prorated fee based on the remaining length of the current Membership Term, if applicable. You may downgrade your membership level by renewing at a different membership type or electing to not renew prior to the end of your current Membership Term. A downgrade will take effect at the end of the current Membership Term.

(i) **Fees.** All fees and charges paid by you in relation to the Service are nonrefundable, except as required by law or as otherwise stated herein. DomainTools accepts American Express, Visa, MasterCard and PayPal and requires, for some membership types, that You have one such payment method on file with DomainTools before you may use the Service. All fees will be billed to the credit card or payment account you designate during the registration process. If DomainTools is unable to successfully charge your credit card or payment account for fees due or you are otherwise in breach or default under these Terms, DomainTools reserves the right to immediately terminate or suspend your access to the Service, including your access to any reports or information available through your account. In the event you change your credit card or payment information or cancel the credit card or payment account on file with DomainTools, you will (1) promptly advise DomainTools of the change or cancellation and provide updated credit card or payment account information that can be charged by DomainTools, and (2) pay any amount due to DomainTools for the Service.

(j) **Account Disputes and Unacceptability of Chargebacks.** If you have a question about charges made to your account, please contact DomainTools immediately. You may request that DomainTools refund charges to your charge, credit or debit cards. DomainTools will review such request and respond within 5 business days. However, you acknowledge and agree that chargebacks requested through your issuing bank are an unacceptable charge dispute resolution method. If you dispute the credit card charge that DomainTools charges for its services, DomainTools reserves the right to suspend your account as soon as DomainTools is informed of your chargeback request.

You agree to immediately pay to DomainTools any chargebacks of amounts originally charged to your charge, credit or debit cards, as well as for fees incurred by DomainTools for such chargebacks. Your responsibility for chargebacks and related fees will continue even if you have received the funds, and/or closed your account. Any chargeback fees, past due fees, and costs will be sent to collections. If DomainTools' collection efforts fail, unpaid debts may be reported to the State of Washington, all available credit reporting agencies and Internet fraud databases.

(k) **Termination or Modification of Service.** DomainTools reserves the right, without liability to you or any other third party, to modify or discontinue, temporarily or permanently, in whole or in part, the Service without notice. For example, DomainTools may change at any time the types of memberships available and the specific terms applicable to each membership. You agree that DomainTools shall not be liable to you or any third party for any modification or termination of the Service.

(l) **Access to the Service.** DomainTools reserves the right to change the requirements for accessing the Service or System at any time and for any reason in its sole discretion, including changes to membership fees or other fees. DomainTools reserves the right to alter, suspend, or discontinue the Service, or any portion thereof, at any time and for any reason, without prior notice to you. The Service may also become unavailable due to maintenance or malfunction of computer equipment or other reasons. DomainTools may at any time terminate your membership or block your access to the Service if: (1) You have breached any provision of these Terms (or have acted in a manner that indicates you do not intend to, or are unable to, comply with these Terms); (2) DomainTools is required to do so by applicable law; (3) the provision of the Service to you by DomainTools is, in DomainTools' discretion, no longer commercially viable; or (4) DomainTools has elected to discontinue the Service, or any portion thereof, for any reason. DomainTools shall not be liable to you or any third party for any termination or cancellation of your access to, or use of, the Service.

(m) **Guest Access.** DomainTools permits You to access the Service without a Membership Account for limited purposes. You agree that DomainTools may change the limitations on guest access at any time for any reason, including eliminating guest access entirely. You further agree that DomainTools may require you to complete a user verification form (e.g. a Captcha) to prevent abuse of the Service.

II. Other Terms and Conditions

Additional terms and conditions may apply to specific components or features of the Service, all of which terms are incorporated in these Terms by reference. You must read, accept, and agree to be bound by any such additional terms and conditions in order to use those particular components or features.

If there is a conflict between these Terms and the terms and conditions applicable to a specific component or feature of the Service, the specific terms and conditions shall control with respect to your use of that component or feature of the Service.

III. Restrictions on Use and Responsibilities

(a) **Permitted Use.** You agree to use the Service only for purposes permitted by these Terms and any applicable law or regulation.

(b) **Compliance With Laws, Regulations and Requirements.** You will abide by and comply with all applicable local, state, national, and international laws and regulations in your use of the Service, Partner Data and DomainTools Data (including laws regarding the transmission of technical data exported from the United States). You will not use the Service, Partner Data or DomainTools Data for any illegal purposes. This prohibition includes, but is in no way limited to: (i) allowing, enabling or otherwise supporting the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations (including for lead generation), or (ii) to access without authorization any protected computer as such terms are defined by the Computer Fraud and Abuse Act, 18 U.S.C. § 1030.

(c) **Non-Interference.** You will not interfere with or disrupt (1) the use and enjoyment of the Service by other users; or (2) the Service or System, including servers or networks connected to the Service (including, without limitation, any attempt to gain unauthorized access to other computer systems or networks connected to the Service).

(d) **Excessive Use.** You acknowledge that excessive use of network bandwidth associated with the Service risks degrading the quality of the System, which could negatively impact the use and enjoyment by others of the Service or impose undue costs on DomainTools. DomainTools may terminate or place reasonable restrictions on your use of the Service if it determines, in its sole discretion, that your use of the Service is excessive or puts unreasonable stress on the System.

(e) **No Unauthorized Automated Access.** You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any Partner Data or DomainTools Data, or to in any way reproduce or circumvent the navigational structure or presentation of the Service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service, such as the DomainTools API, and subject to applicable additional terms and conditions.

(f) **No Resale; Use with Products or Services.** You may not resell, rent, trade, or copy the Service, Partner Data or DomainTools Data, the use of or access to the Service, Partner Data, or DomainTools Data, or any portion thereof. You may not use or access

the Services, Partner Data, or DomainTools Data, or any portion thereof to integrate with or improve your own, or any third party's, product or service in any manner, including for the benefit of customers or clients. If you are interested in integrating the Service with your products or service, or using the Service to improve your products or Services, please contact DomainTools at sales@domaintools.com for more information. If you are interested in reselling the Service, please contact DomainTools at sales@domaintools.com for more information.

(g) **No External Use or Investigations.** You, including without limitation where You are a government agency, brand protection company or law firm, may not use the Service, Partner Data, or DomainTools Data, or any portion thereof, to investigate or evaluate any third-party information, domain, or brand unless it is to investigate misuse or viability of your own domain, name, trademarks, or branding. You may not use the Service in support of your customer or clients or in the investigation of third parties that is not specifically related to your own domain, name, trademarks, or branding. If you are interested in using the Service for external use or investigations, please contact DomainTools at sales@domaintools.com for more information.

(h) **No Reverse Engineering.** You may not (and will not allow any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code, object code or underlying structure, ideas or algorithms of the Service or any software, documentation or data related to or provided with the Service.

(i) **No Derivative Works.** Except as expressly authorized by DomainTools, you agree not to copy, modify, rent, lease, loan, sell, distribute, or create derivative works based, in whole or in part, on the Service, Partner Data, or DomainTools Data. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these Terms.

(j) **No Modification or Circumvention.** You agree not to modify the Service or System in any manner or form, or to use modified versions of the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service, System, Partner Data, or DomainTools Data. You agree not to access the Service or System by any means other than through an interface provided by DomainTools for use in accessing the Service. You may not knowingly use or access the Service to create, improve, verify, or support (directly or indirectly) a product or service competitive to the Service, including, without limitation, any other domain registration information service.

(k) **No Use in Machine Learning Algorithms or Generative Artificial Intelligence Applications.** You agree not to use the Service or DomainTools Data to train machine learning algorithms and agree not to input the DomainTools Data into any generative artificial intelligence (AI) applications.

IV. DomainTools' Proprietary Rights

The Services and, except as otherwise indicated, all content and other materials, including, without limitation, the DomainTools logo, DomainTools Data, and all designs, text, graphics, pictures, selection, coordination, 'look and feel', information, data, software, sound files, technology, APIs, or other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of DomainTools or its licensors or users and are protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. DomainTools does not claim proprietary rights to any Partner Data except as otherwise agreed between DomainTools and the owner of the Partner Data.

DomainTools and any other product or service name or slogan contained in our Services are trademarks of DomainTools and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of DomainTools or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "DomainTools" or any other name, trademark or product or service name of DomainTools without our prior written permission. All other trademarks, registered trademarks, product names or logos mentioned in our Services are the property of their respective owners.

Except for the licenses expressly granted herein, DomainTools retains all rights and interest in: (1) the Service and Site Materials; (2) all other proprietary information, products, and services of DomainTools; (3) all customizations, modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces in and to each of the items in (1) and (2) above; (4) the intellectual property rights in and to each of the items in (1) through (3) above; and (5) the ideas, concepts, techniques, inventions, processes, software, or works of authorship developed, embodied in, or practiced in connection with the Service.

V. Third-Party Rights, Services, and Data

(a) **Third Party Services and Data.** DomainTools is not responsible for, and does not endorse or guarantee the availability of, third-party websites or other resources, which may be accessed in connection with or by using the Service, specifically including any Partner Data accessed as part of the Service. Because DomainTools may have no control over such third-party websites or resources, you acknowledge and agree that DomainTools will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, goods or services, or other materials on or available from such third-party websites or resources.

(b) **Third Party Rights.** Content or information available through the Service, including Partner Data and DomainTools Data, may be protected by third parties' copyrights,

trademarks, service marks, patents, or other proprietary rights and laws, all of which are the property of their respective owners.

(c) **Display of Third Party Advertising.** DomainTools may, in its sole discretion, advertise on behalf of third parties, including third parties who sell or make available for purchase domain names. DomainTools expressly disclaims any liability related to the availability of and pricing for any domains displayed on the Service.

VI. Your Privacy

DomainTools believes strongly in protecting user privacy and providing you with notice of DomainTools' use of data collected in connection with use and access to the Service, including personally identifying information. Please refer to the full DomainTools Privacy Policy at <https://www.domaintools.com/about/privacy-policy/> for more information regarding how DomainTools uses and collects information.

VII. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

VIII. Indemnity

You will release, indemnify, defend, and hold harmless DomainTools and any of its parents, affiliates, officers, directors, employees, agents, partners, licensors, and assigns from all liabilities, claims, damages, costs, and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of: (1) these Terms or the breach of your warranties, representations and obligations under these Terms; (2) your use of the Service; (3) your use of DomainTools Data or Partner Data; (4) any use of your account or Account Credentials, whether or not such use was authorized by you; (5) any intellectual property or other proprietary right of any person or entity; (6) your violation of any of the provisions of these Terms; (7) any action taken by DomainTools as part of its investigation of a suspected violation of this Terms or as a result of DomainTools' determination that a violation of this Terms has occurred; (8) any information or data you supplied to DomainTools, including, without limitation, any

incorrect information in your Registration Data; or (9) your violation of any rights of a third party.

When DomainTools is threatened with suit or sued by a third party, DomainTools may seek written assurances from you concerning your promise to indemnify DomainTools; your failure to provide those assurances may be considered by DomainTools to be a material breach of these Terms. DomainTools will have the right to participate in any defense by you of a third-party claim related to your use of any of the Service, with counsel of DomainTools' choice at its expense. DomainTools will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend DomainTools against any claim, but you must receive DomainTools' prior written consent regarding any related settlement.

IX. Information and Access Not Guaranteed.

You acknowledge that the Service, and any information available through the Service, including Partner Data and DomainTools Data, may not always be available, complete, or accurate, and that the Service may not always satisfy your anticipated or required level of performance. Further, you understand and acknowledge that despite the exercise of commercially reasonable efforts on the part of DomainTools, some of the information available through the Service, including Partner Data or DomainTools Data, may be inaccurate, incomplete, or become unavailable, or may be different in scope or content from information available from other DomainTools services. Under no circumstances shall DomainTools be liable for your reliance on the accuracy of any Partner Data accessed via the Service.

X. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DOMAINTOOLS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICE, ANY DOMAINTOOLS DATA OR PARTNER DATA, AND ANY GOODS OR SERVICE OBTAINED ON OR THROUGH THE SERVICE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DOMAINTOOLS MAKES NO WARRANTY: (1) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (2) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY DOMAINTOOLS DATA OR PARTNER DATA OR THAT DEFECTS IN THE SERVICE OR DOMAINTOOLS DATA OR PARTNER DATA WILL BE CORRECTED; OR (3) REGARDING ANY DOMAINTOOLS DATA OR PARTNER DATA (DOWNLOADING OR ACCESS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR ACCESSING DOMAINTOOLS DATA OR PARTNER DATA).

DOMAINTOOLS DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND DOMAINTOOLS DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA, OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DOMAINTOOLS OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

XI. LIMITATION OF LIABILITY

DOMAINTOOLS AND ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES; OR (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA THROUGH THE SERVICE, EVEN IF DOMAINTOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOMAINTOOLS WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION, OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT, OR ADVERTENT.

DOMAINTOOLS' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES PROVIDED UNDER THESE TERMS AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT YOU PAID TO DOMAINTOOLS FOR THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

XII. Notices and Announcements

You authorize DomainTools to notify you of information that DomainTools deems may be of potential interest to you. Notices and announcements may include commercial emails and other notices describing changes, upgrades, new products and services, or other information. All notices must be sent either in writing (including email, but only to the extent expressly provided herein). All written notices to DomainTools shall be delivered to DomainTools LLC, Attention: Legal, DomainTools, LLC, 2101 4th Ave., Suite 1720, Seattle, WA 98121. All notices to you may be delivered to your mailing address or email address as provided in your account information (as provided and maintained by you pursuant to these Terms). DomainTools may also provide notices of changes to these Terms or any other matter by displaying notices to you generally on the DomainTools website.

XIII. Termination and Survival

(a) **By DomainTools.** . DomainTools may terminate, limit, or suspend your account or access to the Service at any time, immediately and without notice (1) in the event you breach these Terms, including without limitation by failing to make any payment when due; (2) fail to respond within 10 days to an inquiry from DomainTools concerning the accuracy or completeness of your Registration Data; (3) if DomainTools determines in its sole discretion that you have violated these Terms; or (4) for any other reason, without cause and without liability.

(b) **By You.** You may terminate your membership or stop accessing or using the Service at any time. You may terminate using account settings on the DomainTools website. Termination of a paid membership will be subject to the conditions set out in Section I(g) above.

(c) **Effect of Termination.** You will not receive any refund for payments already made by you as of the date of termination. If termination is due to your breach of these Terms, you will bear all costs of such termination, including any reasonable costs DomainTools incurs in closing your account or disabling or preventing your further access. You will pay any and all costs incurred by DomainTools in enforcing your compliance with these Terms. Upon termination, you shall destroy all copies of DomainTools Data and/or Partner Data. Notwithstanding termination of these Terms by you or by DomainTools, the provisions in these Terms shall remain in full force and effect. Except as expressly set forth above, upon termination, you will no longer have access to any data or information you had previously created, maintained, managed, or stored in or through the Service and DomainTools is under no obligation to maintain, provide access to, or

preserve any such data or information. DomainTools may, in its discretion, destroy or retain your account and all associated data and information.

(d) **Survival.** The following terms survive termination of these Terms or the Services: Sections I(d), I(f), I(g), I(h), I(j), I(k), I(l), IV, and V-XV, as well as any other provision that expressly states that it survives termination or by its nature should survive termination.

XVI. General

(a) **Entire Agreement.** These Terms and any policies or operating rules posted on the DomainTools website constitute the entire agreement between DomainTools and you with respect to the Service. No prior or contemporaneous written, oral, or electronic representation forms a part of these Terms, and these Terms supersede all prior and contemporaneous electronic, oral, and written agreements, negotiations, and representations between DomainTools and you relating to the subject matter of this Terms.

(b) **No Assignment.** Your obligations under this Agreement are personal. Without DomainTools' express written consent, you cannot assign any rights or delegate any duties under these Terms. Any purported assignment or delegation in violation of this section is void.

(c) **No Third-Party Beneficiaries.** These Terms are not intended to, and will not be construed to, provide any rights, remedies, or benefits to or for any person or entity not a party to this Terms.

(d) **Effect of Waiver.** The failure of either DomainTools or you at any time to enforce any right or remedy under these Terms with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

(e) **Arbitration.** Any controversy or claim arising out of or relating to these Terms, or the breach thereof, or your access to or use of the Service shall be resolved exclusively by arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA. You further agree that (1) the arbitration will be held in Seattle, Washington; (2) the arbitrator shall apply the laws of the State of Washington, without regard to its conflict of law principles to the contrary; (3) you waive any right to proceed in arbitration on a class or representative basis; (4) arbitration can resolve only claims between you and DomainTools; (5) the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (6) all parts of this clause are severable, meaning that if any part is deemed unenforceable, the remainder of the clause will remain in effect and construed in accordance with its terms.

(f) **Governing Law.** These Terms will be governed by the laws of the State of Washington without regard to its conflict of law principles to the contrary, except that the Arbitration provision above shall be governed by the Federal Arbitration Act.

(g) **Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or your access to or use of the Service must be filed within 1 year after such claim or cause of action arose or be forever barred.

(h) **Interpretation and Severability.** If any provision of these Terms is held to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect. The language of these Terms will be construed as a whole according to its fair meaning, and not strictly for or against any party.

(i) **Headings.** The section headings in these Terms are for convenience only and have no legal or contractual effect.

(j) **Force Majeure.** Neither party will be deemed in default hereunder, nor will it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (1) will give the other party written notice thereof promptly and, in any event, within 10 days of discovery thereof and (2) will take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this section extends for a period in excess of 30 days in the aggregate, DomainTools may immediately terminate these Terms and/or your access to or use of the Service.