



WHOIS ID Protection Terms of Service Version 1.3

By using the Synergy Wholesale WHOIS ID Protection service, you agree to all the terms and conditions set forth in this Agreement.

This Agreement is between Synergy Wholesale Pty Ltd and you, your heirs, assigns, agents and contractors ("You") and is made effective as of the date of our provision of services to you upon your request and consent.

By using the Synergy Wholesale WHOIS ID Protection service, you acknowledge that you have read, understand and agree to be bound by all the terms and conditions of this Agreement, and you further agree to be bound by the terms of this Agreement for transactions entered into by:

1. You on your behalf;
2. Anyone acting as your agent; and
3. Anyone who uses the WHOIS ID Protection services, whether or not it was enabled by you, on your behalf and/or authorised by you.

You agree to abide by the terms and conditions set forth by the Internet Corporation for Assigned Names and Numbers ("ICANN") (including the Uniform Domain Name Dispute Resolution Policy ("Dispute Resolution Policy")) and all of the applicable Registrar Terms, Policies and Agreements.

1. Service Description and Ownership of Domain Registration Rights

1.1. The Synergy Wholesale WHOIS ID Protection service protects your right to privacy to the greatest extent possible. When you enable the WHOIS ID protection service, each domain registration you designate will be registered in the name of the Synergy Wholesale WHOIS ID Protection service, as the Registrant. In exchange for the Registrant being updated, we will keep your name, postal address, email address, phone and fax numbers confidential as per subsection 4 of this agreement. When the WHOIS ID Protection service is enabled on your domain name, the following information will be made publicly available in the WHOIS database:

- a. Synergy Wholesale WHOIS ID Protection service name and postal address as the Registrant on the domain name including a redirected email address (forwarded to the original Registrant email address prior to WHOIS ID Protection being enabled), phone number and postal address being listed;
- b. Synergy Wholesale WHOIS ID Protection service name, redirected email address (forwarded to the original administrative email address prior to WHOIS ID Protection being enabled), phone number and postal address as the administrative contact on the domain name;
- c. Synergy Wholesale WHOIS ID Protection service name, redirected email address (forwarded to the original technical email address prior to WHOIS ID Protection being enabled), phone number and postal address as the technical contact on the domain name;
- d. Synergy Wholesale WHOIS ID Protection service name, redirected email address (forwarded to the original billing email address prior to WHOIS ID Protection being enabled), phone number and postal address as the billing contact on the domain name;

1.2. Although the Synergy Wholesale WHOIS ID Protection service will be listed as the Registrant on each domain name the service is activated for, the original Registrant listed on the domain name (you) will retain all ownership rights and benefits associated with the domain name registration with respect to each domain name, including;

- a. the right to sell, transfer or assign each domain name registration to another entity or Registrar;
- b. the right to control and use each domain name registration with respect to delegating any and all name servers assigned to the domain name;
- c. the right to disable the Synergy Wholesale WHOIS ID Protection at any time which will revert the Registrant, the Registrant contact, administrative contact, technical contact and billing contact back to the original values which were set prior to the WHOIS ID Protection service being enabled;
- d. the right to update the original and unobscured email address to which all email is forwarded to by the listed Synergy Wholesale WHOIS ID Protection nominated email address published on WHOIS;
- e. the right to terminate or cancel the domain name registration without obstruction originating from the Synergy Wholesale WHOIS ID Protection service subject to any Terms, Policies and Agreements established by your Registrar or Reseller;
- f. the right to renew each domain name registration upon or prior to expiration, subject to any Terms, Policies and Agreements established by Synergy Wholesale, any related entity or Reseller;
- g. the right to initially resolve any and all monetary, creditor or other claims that may arise in connection with a legal or other dispute involving the domain name registration, subject to any of Synergy Wholesale's Terms, Policies and Agreements, including and not limited to this agreement, or any Terms, Policies and Agreements set forth by your Reseller, which shall, in all events, supersede all rights set forth under subsection 1.

2. Obligations

2.1. You agree that for each domain name that the Synergy Wholesale WHOIS ID Protection service is enabled for, you will provide accurate and current information relating and not limited to:

- a. your name, email address, postal address, phone number and fax number;
- b. the name, email address, postal address, phone number, fax number for the Registrant contact;
- c. the name, email address, postal address, phone number, fax number for the administrative contact;
- d. the name, email address, postal address, phone number, fax number for the technical contact;
- e. the name, email address, postal address, phone number, fax number for the billing contact;
- f. any and all name servers to which the domain name points;
- g. the original date of registration and expiration date of the domain name;
- h. other Synergy Wholesale service options enabled on the domain name, including and not limited to automatic renewal, DNSSEC settings, Synergy Wholesale FreeDNS configuration options.

2.2. You agree to:

- a. notify Synergy Wholesale within 5 days of any change to your personal information initially provided at the time of enabling Synergy Wholesale ID WHOIS Protection service;
- b. respond within 5 days to any inquiries made by Synergy Wholesale or any of its related entities to determine the validity of information provided and as required by ICANN policy from time to time;

- c. respond to email or postal notices sent regarding correspondence Synergy Wholesale has received in the capacity as the published WHOIS contact data;
 - d. remain entirely responsible for maintaining the confidentiality of your credentials or domain name (EPP), your account with Synergy Wholesale or any of its related entities and any and all activities that occur underneath this account;
 - e. provide notification to Synergy Wholesale or any of its related entities immediately of any unauthorised use of your account or any other breach of security;
 - f. indemnify Synergy Wholesale or any of its related entities from and against any and all claims, demands, liabilities, losses, damages or costs, including legal fees, arising out of or related in any way to this agreement, the services provided by Synergy Wholesale or any of its related entities, and/or disputes arising in connection with the dispute policy or complaint;
 - g. claim responsibility for any and all activity in accounts held with Synergy Wholesale or any of its related entities whether initiated by you, or by others on your behalf, or by any other means. Synergy Wholesale or any of its related entities specifically disclaims liability for any activity in your account, whether authorised by you or not, and you will not hold Synergy Wholesale or any of its related entities liable for losses incurred as a result of someone else using your login details;
 - h. be held liability for losses incurred by Synergy Wholesale or any of its related entities due to someone else using your login credentials or secure account information whether authorised by you or not.
- 2.3. It is ultimately your responsibility to ensure that all personal information is kept up-to-date, current and accurate at all times.
- 2.4. You warrant that you are:
- a. providing truthful, accurate, complete and current information to Synergy Wholesale or any related entity;
 - b. using the Synergy Wholesale WHOIS ID Protection service in good faith and you have no knowledge of your domain name infringing upon or conflicting with the legal rights of a third party, or a third party's trademark or trading name.
 - c. not intending or have not used the domain name in connection to any illegal activity, either in the jurisdiction in which you reside or carry out your activities or as applicable in the state of Victoria, Australia.

3. Non-compliance

- 3.1. You understand and agree that Synergy Wholesale or any related entities can, at any time and without notice or liability;
- a. disable the Synergy Wholesale WHOIS ID protection service, thus resulting in the original WHOIS data being restored to the WHOIS database;
 - b. reveal your name, protected WHOIS data and any personal information that you have provided to Synergy Wholesale or any related entity when:
 - A. required to do so by law,
 - B. to comply with any legal process or instrument of a court in a competent jurisdiction served upon Synergy Wholesale or any related entities, or
 - C. to comply with ICANN rules, policies or procedures
 - c. resolve any and all third party claims, whether threatened or made, arising out of the use of the domain name registered to the Synergy Wholesale WHOIS ID protection service on your behalf;
 - d. take any other action that Synergy Wholesale or any related entities deem necessary, including and not limited to:

- A. in the event you breach any provisions in this agreement or any Synergy Wholesale's Terms, Policies and Agreements;
 - B. to protect the integrity and stability of the domain name Registry operator;
 - C. to comply with any applicable laws, government regulations, subpoenas, court orders or requests made by law enforcement agencies;
 - D. to comply with ICANN's Dispute Resolution Policy (DRP);
 - E. to avoid any financial loss or legal liability, whether civil or criminal on the part of Synergy Wholesale or any related entities, officers and employees;
 - F. if the domain name violates or infringes a third party's trademark, trade name or any other legal rights;
 - G. if it comes to Synergy Wholesale or any of its related entities attention that you are using the services for the purpose of engaging it, participating, sponsoring, hiding or related to any involvement in illegal or objectionable activities, including and not limited to, defamation, harm, abuse, threats, harassment whether that be involving hate crimes, terrorism or child pornography that may be deemed obscene or otherwise questionable; and
 - H. if it comes to Synergy Wholesale or any of its related entities attention that you are impersonating the identity of another party, person or property, or utilising services that transmit viruses or worms that cause harm to another person or their property.
- e. agree and acknowledge that Synergy Wholesale or any of its related entities may, in their sole discretion and without any liability or notice, cancel the registration of any domain name where the Synergy Wholesale WHOIS ID Protection service has been enabled whether presently active or not;
 - f. should Synergy Wholesale or any of its related entities be named as a defendant in, or investigated in anticipation of, any legal or administrative proceeding arising out of the use of the domain name registration or any Synergy Wholesale or related entities services or products, the Synergy Wholesale WHOIS ID protection service may be disabled and original WHOIS data restored;

4. Forwarding and Distribution of Communications Received

- 4.1. You agree and understand that any communications received to the public WHOIS data contact information on your behalf will be forwarded to the nominated, protected and original WHOIS data excluding communications that Synergy Wholesale or any of its related entities deem junk, spam or otherwise unsolicited.
- 4.2. Any communications (whether that be via email, phone, fax or postal mail) that are deemed by Synergy Wholesale or any of its related entities to be junk, spam or otherwise unsolicited will be destroyed or returned, unopened, to the original sender and as such, you waive any and all claims of liability, loss or other, from Synergy Wholesale or any of its related entities from the failure to receive these communications.
- 4.3. ICANN's 2013 Registrar Accreditation Agreement, including the Specification on Privacy and Proxy Registrations requires an email address be provided for the registration of every domain name to which important notices may be sent. When you enable the Synergy Wholesale WHOIS ID Protection service on a domain name, a unique and private email address for that domain name in the format of <<domainname>>@obscure.me is created and assigned on the WHOIS. Email notices sent to this unique address are automatically and systematically forwarded onto the original email address nominated at the time prior to the Synergy Wholesale WHOIS ID Protection service being enabled. This nominated email address can be modified from time to time as required, in order to comply with established Terms, Policies and Agreements, including and not limited to obligations under the gTLD Registrant Agreement.
- 4.4. Synergy Wholesale and any of its related entities may, from time to time, without notice, modify any applicable fees charged for the Synergy Wholesale WHOIS ID protection service in consideration for handling and forwarding communications, and responding and dealing with third party complaints or enquiries. You agree that these fees will be paid at the time services are rendered and non-compliance may result in the debt recovery proceedings and/or the Synergy Wholesale WHOIS ID protection service being disabled and original WHOIS data restored.
- 4.5. Synergy Wholesale and any of its related entities reserve the right to charge a reasonable service fee for any administrative tasks undertaken that fall outside the scope of regular services. These

include and are not limited to customer service issues that cannot be handled via email and require personal service and disputes requiring legal services. Once these charges have been settled they are deemed non-refundable. Additionally, you agree that these fees will be paid at the time services are rendered and non-compliance may result in the debt recovery proceedings and/or the Synergy Wholesale WHOIS ID protection service being disabled and original WHOIS data restored.

5. Notices

- 5.1. Any notice, demand, consent, abuse report, copyright and assigned rights breach claim or other communication given or made under this document must be:
- a. in writing and clearly readable;
 - b. signed by the party giving or making it (or signed on behalf of that party by its authorised representative);
 - c. left at the address or sent by pre-paid security post (airmail if outside of Australia) to the address, facsimile number or email address set out below:
 - d. If to Synergy Wholesale via mail:
Synergy Wholesale
PO Box 119
Beaconsfield VIC 3807
Australia
 - e. If to Synergy Wholesale via email for enquiries relating to abuse:
abuse@synergywholesale.com
 - f. If to Synergy Wholesale via email for any other enquiry:
customercare@synergywholesale.com
 - g. If to Synergy Wholesale via facsimile:
+61 3 8678 3945
 - h. A party may change its address, facsimile number or email address for the purpose of service at any time.

6. Indemnity

- 6.1. You agree to release, defend, indemnify and hold harmless Synergy Wholesale and any related entities, their directors, officers and employees, including your Registrar or Reseller, from any and all claims, demands, liabilities, losses, damages or costs, including legal fees, which arise from the provision of services or products by Synergy Wholesale and any related entities.

7. Changes

- 7.1. Should Synergy Wholesale or any of its related entities, or you, whether directly or indirectly, disable or cancel the WHOIS ID Protection service no refund for any amounts paid will be provided.
- 7.2. Synergy Wholesale may amend our Customer Service Policy at any time. At all times Synergy Wholesale will make available the current terms for client review and download via our website. Changes to this agreement other than price changes will become effective upon their publication to our website, and furthermore, continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our documented Cancellation Policy.

If you have any questions about this agreement, please contact our Customer Care team at customercare@synergywholesale.com

This document was last updated on 29 May 2018.

DOCUMENT CHANGE HISTORY

Date	Description of Change	Version
22-05-2014	• Document creation for Synergy Wholesale Pty Ltd	1.0
30-01-2015	• Update logo in document to new Synergy Wholesale logo	1.1
20-01-2017	• Addition of Notices clause to clarify sending of notices to Synergy Wholesale	1.2
29-05-2018	• Changes to Synergy Wholesale branding	1.3