

Effective Date: July 1, 2016

Binding Agreement. This is a binding contract (“Terms”) between you and Knock Knock WHOIS Not There, LLC (“we,” “us,” “our”), which provides privacy registration services for domain names as well as privatewho.is (the “Site”), to enable you to contact the registrants of private domain name registrations (“Registrants”). If you use our Site on behalf of an organization, you agree to these Terms on behalf of that organization. If you do not accept these Terms or are not of legal age to enter into this Agreement, you are not authorized to use our Site.

Updates. We may automatically update our Site, and these Terms will apply to such updates. By accessing or using our Site, you agree to be bound by these Terms.

Site Functionality. By submitting a message via our Site, you understand that your message will be sent to the Registrant. We do not review, keep a record of, or take action in response to the email address, subject, or message you provide. As such, we recommend that you keep a copy of your message for your records in case there is an issue with our Site. Please note that the Registrant may choose not to reply.

Prohibited Uses. You may not use our Site for any unlawful purposes, or in furtherance of illegal activities. The following content and/or behavior is also prohibited:

- Overburdening our systems.
- Spam.
- Interfering with, disrupting, or attacking any service or network.
- Malicious code/malware/spyware or other technologically harmful code.
- Disclosing the personal information of others.
- Violating any intellectual property rights of any third party.
- Harassing or encouraging the harassment of others.
- Impersonation with the intent to confuse, defraud, or defame any third party.
- Fraud and deception.

Updates to this Agreement. We reserve the right to update this Agreement from time to time to reflect new changes, policies, and restrictions. Your continued use of our Site will constitute your acceptance of any updated Agreement.

Termination. We may terminate your access to all or any part of our Site at any time, with or without cause, with or without notice, effective immediately.

Disclaimer of Warranties. We do not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. We are not responsible or liable for the deletion of or failure to transmit any content or communications maintained or transmitted through the use of our Site. We do not warrant that our Site will be error free or uninterrupted.

Limitation of Liability. We shall not have any liability for any indirect, incidental, consequential, special, exemplary, or punitive damages under any theory of liability arising out of, or relating to, these Terms or your use of our Site. As a condition of using our Site, you understand and agree that our liability shall not exceed \$1.00.

Indemnification. You will indemnify, defend, and hold Knock Knock WHOIS Not There, LLC, its subsidiaries, affiliates, officers, and employees, harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including reasonable attorneys' fees) brought by a third party arising out of or in connection with: (i) any act or omission by you, in connection with your use of our Services or (ii) your breach or alleged breach of any of these Terms.

No Class Actions. You may resolve disputes with us only on an individual basis; you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted.

Governing Law. You agree that these Terms, and your use of our Services, are governed by California law, in the United States of America, without regard to its principles of conflicts of law.

Contact. If you have any issues using this form, please contact [abuse\[at\]privatewho.is](mailto:abuse[at]privatewho.is).