1. **Binding Agreement.** This is a binding agreement ("Agreement") between Knock Knock WHOIS Not There, LLC ("KKWNT," "we," "us," "our") and you, the person or entity subscribing to our Privacy Protection service ("Service"), your agents, or anyone using the account on your behalf. By using our Service, you agree to all the terms and conditions of this Agreement ("Terms"). If you use our Service 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 Service.

You further agree to abide by the policies of The Internet Corporation for Assigned Names and Numbers ("ICANN") and any policy which ICANN may establish with respect to WHOIS information.

2. **Updates.** We may automatically update our Service (for example by adding or changing features), and these Terms will apply to such updates. We also reserve the right to update this Agreement from time to time to reflect new changes, policies, and restrictions as determined by us, and/or as required by ICANN or any applicable registry.

If we make material changes, we will let you know by, for example, posting a notice in your account or on our site, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new Terms will take effect. If you do not agree to the new Terms, then you must stop using our Service within the designated notice period, otherwise your continued use of our Service will constitute your acceptance of any updated Terms and will be subject to the new Terms going forward. If you do not agree to any change, you must not use or access our Service.

3. **Our Service.** You retain complete control over the domain name and its registration records and may suspend and reinstate our Service at your discretion. By using our Service, our name and contact information shall appear in place of yours. All other information related to your domain name will be accurate, including the primary and secondary nameserver(s) that you designated, the date of registration, the expiration date of the domain name, and the registrar of record. You understand and agree that although your name and information won't be public via WHOIS, it is still kept on file. You further agree and warrant that you will ensure that the WHOIS information is true, accurate, and up to date. We will send all obligatory renewal and transfer related messages to at least one of the contacts you have provided.

You may use our 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 to a different registrar, our Service must be disabled in order to initiate the transfer.

If you use our Service, and we receive communications directed to you via one of the following channels, we will forward it to you via email, again to at least one of the contacts you have provided:
• Our private who.is website.
• Registered mail or traceable courier (please note that this means that we will have to open and scan the correspondence).

All other correspondence may be discarded.

Please note that our Service is not a mail forwarding service, and as such, you must not provide our contact information to any third parties. Third parties may, of their own accord, obtain our contact information via a WHOIS lookup.

4. Required Information. For each domain, you agree to submit complete and accurate information, as well as maintain as current, the following (collectively, the “Contact Information”):

• Your name, postal address, email address, telephone number, and where available, fax number;
• Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain name;
• Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain name;
• Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain name; and

You represent that you have obtained consent from any third party individuals whose personal data you have provided as Contact Information.

You agree to update this information immediately if there are any changes, respond within seven (7) days to any inquiries of ours concerning the accuracy of your Contact Information, and promptly respond to messages regarding correspondence addressed to or involving the domain name associated with our Service.

Failure to supply accurate and complete Contact Information will constitute a material breach of this Agreement and may result in the cancellation of our Service.

5. Payment & Automatic Renewals. Timely payment of fees is a precondition to our Service. All fees are non-refundable, even if your access to our Service is suspended, cancelled, or no longer needed prior to the end of your current subscription term. You are required to provide us with accurate and current payment information in order to process fees for our Service.

To ensure uninterrupted Service, automatic renewal is enabled on all subscriptions with current payment information. You authorize us to collect the then-applicable annual subscription fee (as well as any taxes that we have the legal obligation to collect or pay) using
any credit card or other payment mechanism we have on record for you. We may collect fees one month before the end of the subscription period to allow for time to address any potential billing issues.

You can turn off automatic renewal by choosing the option to cancel on the Purchases page. If your subscription or plan is outside of our refund window then our Service will stay active until its expiration date (unless you choose to cancel it), and you will not be automatically charged for its renewal.

You understand that the Service term may be different than the registration term of the associated domain name. If the Service term ends before the registration term of the domain name, our Service will no longer be provided. In other words, your Contact Information shall be listed in the WHOIS output for the domain name, and the communications forwarding services will cease.

If we are unable to collect all fees through your selected payment method or if we receive notification of a chargeback, reversal, or payment dispute, or are charged any penalty for a fee for your subscription, we may, without notice, cancel your subscription and/or pursue all available remedies to obtain payment for fees and additional fees incurred.

6. Your Representations. You represent and warrant that to the best of your knowledge and belief, neither our Service, nor the associated domain name, nor the manner in which either are directly or indirectly used infringes the legal rights of any third party or is illegal in any way or violates this Agreement.

7. Termination. 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 our Service pending final disposition of the matter. We shall also have the right, at our sole discretion and without liability to you or the contacts you identified, to suspend or cancel our Service and to reveal your WHOIS information including but not limited to the following circumstances:

- If you breach this Agreement or your registrar’s registration agreement.
- When required by law, government rules, court orders, or legal process.
- If you breach any applicable law.
- If you fail to provide payment or accurate contact or billing information.
- In the event there was an error in the registration process for a domain name.
- As required by ICANN or any applicable registry.
- To protect the integrity and stability of our parent company and any applicable registry.
- To resolve any and all third party claims including but not limited to ICANN’s or a registry’s dispute resolution policy or process.
- To avoid financial loss and any liability, civil or criminal.
- If we believe that you or one of your designated contacts are using WHOIS Privacy Protection to conceal involvement with illegal, illicit, objectionable or harmful activities, or to transmit SPAM, viruses, worms or other harmful computer programs.

We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately.
8. Limitation of Liability. You agrees that Knock Knock WHOIS Not There’s entire liability, and your exclusive remedy, with respect to the Service provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the Service. Knock Knock WHOIS Not There, ICANN, and the applicable Registry shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

9. Disclaimer of Warranties. Except for the express warranties in this Agreement, Knock Knock WHOIS Not There does 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. Knock Knock WHOIS Not There is not responsible or liable for the deletion of or failure to store any content and other communications maintained or transmitted through the use of our Service. Knock Knock WHOIS Not There does not warrant that the our Service will be error free or uninterrupted. Our Service is not intended for high risk activities.

10. Indemnification. You shall indemnify and hold harmless Knock Knock WHOIS Not There and/or the relevant Registry, and its directors, officers, employees, agents, affiliates, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your use of our Service. This indemnification obligation will survive the termination or expiration of this Agreement.

11. 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.

12. Governing Law. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California.

13. Term of Agreement and Survival. This Agreement takes effect from the date you subscribe to our Service, for as long as you continue to use our Service. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Support. General technical support is available via e-mail. For support, please email support[at]wordpress.com.

15. Abuse. To report a domain name using our Service for abuse or trademark infringement, please contact domainabuse[at]privatewho.is.
16. Business Contact.

Knock Knock WHOIS Not There, LLC

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