



This Agreement is between dotAmsterdam BV, a private company incorporated in the Netherlands with registered office address at Willemskade 3, 8911 AW, Leeuwarden ("dotAmsterdam BV", "We", "Us") and you, executors, administrators, agents, successors and assigns ("You", "Your"). You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement for transactions entered into by: (i) You on Your behalf; (ii) anyone acting as Your agent; (iii) anyone who uses the account with or without your authorization that access the Undisclosed Whois Services.

1. Introduction

This Agreement governs the terms and conditions upon which We agree to provide You with a Undisclosed Whois Service for .AMSTERDAM domain names.

dotAmsterdam BV reserves the right to amend the terms and conditions contained in this Agreement at any time.

By using the Undisclosed Whois Service, You acknowledge that You have read, understood, and agree to be bound by the terms and conditions of this Agreement (as amended from time to time).

You agree to comply at all times with the rules and policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") including the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Uniform Rapid Suspension System ("URS") if applicable to searched domain name(s).

You acknowledge and agree that We may, in our sole and absolute discretion, suspend, cancel, or modify the Undisclosed Whois Service or your use of the Service at any time in accordance with the provisions of this Agreement.

2. The Undisclosed Whois Service

dotAmsterdam BV provides You with an Undisclosed Whois Service allowing You to search the registry of .AMSTERDAM domain names for information about domain names, registrants, administrative, technical and billing contacts. The information about private persons that is not disclosed in the public whois is visible in the Undisclosed Whois.

We will grant or deny access to the Undisclosed Whois Service based on the information given in this Agreement: Your contact details, the company You work for, the purpose(s) You have specified in this Agreement.

3. Your Obligations

You will specify your contact details and the details of the company You are searching the Whois for, and duly sign this Agreement.

You will specify the purpose for which You request access to the Undisclosed Whois Service in this

Agreement and will be held to solely use the Undisclosed Whois Service for that purpose.



If You wish to use the Undisclosed Whois Service for any other purpose than stated in this Agreement, You will contact dotAmsterdam BV and seek amendment to this Agreement.

4. Renewals and Fees

The Undisclosed Whois Service is free of charge.

5. Your Representations & Warranties

You represent and warrant that all information provided by You pursuant to this Agreement is truthful, complete, current and accurate and You represent and warrant that You will maintain all information in this status throughout the term of this Agreement.

You represent and warrant that You will use the Undisclosed Whois Service only for the purpose(s) as mentioned in this Agreement.

You also represent and warrant that You are using the Undisclosed Whois Services in good faith and that You have no knowledge or reason to believe that Your use of the Undisclosed Whois Service infringes upon or conflicts with the legal rights of any third party or any third party's trademark or trade name. You also warrant that dotAmsterdam BV will not be used in connection with any illegal or morally objectionable activity, or, in connection with the transmission of unsolicited commercial email ("Spam").

6. Our Right to Suspension or Termination of Service

We shall have the right, at our sole discretion and without liability to You or any of your Contacts, suspend or cancel your Undisclosed Whois Services account, including (but not limited to) the following:

If our logs indicate that your searches are excessive and/or unnecessary, or do not match the purpose as stated in this Agreement, such to be decided on the sole discretion of dotAmsterdam BV.

If necessary to avoid any financial loss or legal liability (civil or criminal) on the part of dotAmsterdam BV, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees;

OR if it comes to our attention that You are alleged to be using the dotAmsterdam BVs' services in violation of Your obligations set out in Section 3, THEN You understand and agree that We have the absolute right and power, in our sole discretion and without any liability to You whatsoever, to suspend the Undisclosed Whois Services, close Your Account, terminate provision of the Undisclosed Whois Services or take any other action which We deem necessary.



7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER RELATED TO THIS AGREEMENT, YOUR DOMAIN NAME REGISTRATION, THE Undisclosed WHOIS SERVICE, USE OR INABILITY TO USE WEB SITE(S) OR THE MATERIALS AND CONTENT OF THE WEB SITE(S) OR ANY OTHER WEB SITES LINKED TO SUCH WEB SITE(S) OR YOUR PROVISION OF ANY PERSONALLY IDENTIFIABLE INFORMATION TO US, THE REGISTRAR OR ANY THIRD PARTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EITHER WE OR THE REGISTRAR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OURS AND/OR THE REGISTRAR'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.

You further understand and agree that the We disclaim any loss or liability resulting from: (i) the inadvertent disclosure or theft of Your personal information; (ii) access delays or interruptions to our web site or the web sites of affiliated parties; (iii) data non-delivery or misdelivery between You and Us; (iv) the failure for whatever reason to renew the Undisclosed Whois Services; (v) the unauthorized use of Your Account or any of our services; (vi) errors, omissions or misstatements by Us; (vii) deletion of, failure to store, failure to process or act upon email messages sent to or forwarded to either You or the email address listed for Your domain name; (viii) processing of updated information regarding Your Account; (ix) any act or omission caused by You or Your agents (whether authorized by You or not).

8. Indemnity

You agree to release, defend, indemnify and hold harmless dotAmsterdam BV and its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to this Agreement.

9. Warranty Disclaimer

DOTAMSTERDAM BV, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL UNDISCLOSED WHOIS SERVICES, ARE PROVIDED "AS IS". YOUR SUBSCRIPTION TO AND USE OF THESE SERVICES AND ITS WEB SITE ARE ENTIRELY AT YOUR RISK. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH

EVENT THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. IF ANY PROVISION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE UNENFORCEABLE, ONLY SUCH PROVISION SHALL BE REMOVED AND THE REMAINDER SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY LAW.



10. Miscellaneous Provisions

Severability; Construction; Entire Agreement.

You agree that if any part of this Agreement shall be held to be illegal, unenforceable or invalid, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, enforceable and valid, and the legality, enforceability and validity of the remaining provisions of this Agreement shall not be affected or impaired. The headings herein will not be considered a part of this Agreement. You agree that this Agreement, including the policies it incorporates by reference, constitute the complete and only Agreement between You and Us regarding the services contemplated herein.

Governing Law;

This Agreement shall be governed in all respects by the laws of the Netherlands. You agree that any action relating to or arising out of this Agreement, shall be brought exclusively in the courts of the the Netherlands.

Term of Agreement; Survival.

The term of this Agreement begins on the date Your attempt to procure the Undisclosed Whois Service is accepted by dotAmsterdam BV. The term shall run until the Agreement is cancelled by either party, unless terminated or suspended sooner according to the terms of this Agreement. Sections 6 (Our Right to Suspension or Termination of Service), 7 (Limitation of Liability), 8 (Indemnity), 9 (Warranty Disclaimer) and 10 (Miscellaneous Provisions) shall survive any termination or expiration of this Agreement.

11. Your contact details and signature

Company name _____

Your name _____

Address _____

Postal Code _____

City _____

Country _____



E-mail address _____

Telephone number _____

For what purpose(s) will you use the Undisclosed Whois Service. List all purposes.

From which IP addresses / CIDR blocks will you access the Undisclosed Whois Service.

Signature
