



API Terms of Service

This document sets forth the terms on which DomainTools, LLC ("DomainTools") makes the DomainTools API (as defined below) available for use by approved licensees on other approved Web sites and applications. By using the DomainTools API, you and the organization identified in your application for the DomainTools API agree to be bound by the following terms of use ("API Terms of Service"). If a person or entity is accessing the DomainTools API on your behalf or otherwise through your account, "you" or "your" will include any such person or entity. You further agree to ensure that any agent, representative, employee or other person or entity acting on your behalf in connection with accessing the DomainTools API complies with these API Terms of Service. You agree that you are responsible and liable for the acts and omissions of anyone accessing the DomainTools API through your account, including such person's or entity's failure to comply with these API Terms of Service.

1. DomainTools API

The DomainTools API is DomainTools' service that allows approved licensees to retrieve certain data ("DomainTools Data"). The DomainTools API consists of an application programming interface (API) for retrieving various DomainTools Data, grouped generally into calls to retrieve data found on DomainTools' proprietary service (<http://www.DomainTools.com>). DomainTools may release subsequent versions of the DomainTools API and require you to obtain and use the most recent version. New versions may not be compatible with previous implementations.

2. License to DomainTools API & Data

If you are approved by DomainTools for use of the DomainTools API, and subject to your compliance with these Terms of Service, you may access the DomainTools API, implement the DomainTools API on your Web site(s) and Application(s) and distribute DomainTools Data only to your own employees, customers and general public, all in accordance with this API Terms of Service.

This license is subject to the following restrictions:

- All calls to the DomainTools API must be authenticated by providing appropriate authentication credentials for your API account.
- You agree that you will provide the DomainTools Data to users on "as is" terms, with disclaimers substantially equivalent to those set forth in Sections 7 and 8.
- You agree to keep your authentication credentials confidential, and not to share it with any third party. This license is personal to you, and any of your affiliates must seek and obtain their own license and authentication credentials.
- You may present DomainTools Data only on a transactional basis. You will not permit your users to access DomainTools Data in bulk.
- You may not retain any copies of Whois records obtained through the DomainTools API.
- Your license to DomainTools Data is limited to making direct server calls to DomainTools.com for DomainTools Data and to distributing DomainTools Data to your end users on your Web site(s) and/or application(s) immediately upon receipt by your servers. You may, at your option, apply reasonable techniques to temporarily store data retrieved from the DomainTools API for performance reasons only, but in all cases the data must not be retained in your system for longer than three days.
- You may not collect personally identifiable information using the DomainTools APIs from any person without obtaining such person's express, affirmative and informed consent to do so.
- You may not present the DomainTools Data (or permit DomainTools Data to be presented) so that it appears to be available from a third party Web site unless this is specifically allowed in your DomainTools API contract.
- You further agree not to otherwise reproduce, modify, distribute, decompile, disassemble, copy, create derivative works of or reverse engineer any aspect portion of the DomainTools API or of any DomainTools Data, including source code or algorithms.
- You may not use the DomainTools APIs in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the DomainTools API documentation located within <http://www.domaintools.com/api/>, as determined by DomainTools in its sole discretion.
- You may not use the DomainTools APIs in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials (e.g. Nazi memorabilia) or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods,



hacking/surveillance/interception/descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories.

- You may not use the DomainTools APIs in any manner or for any purpose that violates any law or regulation or any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, that might be reasonably considered to be unlawful, fraudulent, deceptive, unethical, misleading or harmful to the DomainTools APIs or DomainTools, LLC. or that is in any manner inconsistent with DomainTools.com's Terms of Service, Privacy Policy or these API Terms of Service.
- If you become aware that any user of your implementation is in material breach of these API Terms of Service, any provisions you are required to offer or comply with under these API Terms of Service, or the terms of DomainTools.com Terms of Service linked pursuant to Section 3 and the DomainTools API Branding Requirements (the "Applicable Terms"), then you agree to notify DomainTools promptly of such breach by e-mail to memberservices@DomainTools.com, and to take commercially reasonable corrective action at your expense to remedy such breach. In addition, upon request of DomainTools, you will either (a) use commercially reasonable efforts to obtain such equitable relief to prevent harm to DomainTools or its licensors, or (b) assign any of your applicable rights to permit DomainTools or the applicable licensor to seek such equitable relief. Your obligations to report and enforce the Applicable Terms will survive termination of these API Terms of Service and your use of the DomainTools API.

3. License to DomainTools Brand & Links

You agree, and DomainTools grants you a license, to implement the DomainTools name, logo(s), trademark, and links to DomainTools.com (the "DomainTools Brand & Links") on any Web page incorporating the DomainTools API and/or DomainTools Data, in accordance with the DomainTools Branding Requirements (<http://www.domaintools.com/images/pdf/DomainToolsBadgePage-BrandingRequirementsDoc.pdf>).

4. Acceptable Use

You agree not to use the DomainTools API, DomainTools Data, or DomainTools Brand & Links in any way that is unlawful, or harms DomainTools, its service providers, its suppliers, your end users, or any other person, or in violation of Section 2. Further, pursuant to Section 12 below, DomainTools may terminate your use of the DomainTools API, DomainTools Data and DomainTools Brand & Links if and when DomainTools determines that your use is inappropriate.

5. Limited Relationship

You and DomainTools are independent contractors. This Agreement does not create a partnership, joint venture, agency or employer-employee relationship. While you may publicly refer to the fact that you have implemented the DomainTools API, you agree not make any other public statements that assert or imply any other relationship with DomainTools, unless you have DomainTools' prior written approval. Neither the name of DomainTools nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission of DomainTools.

6. Indemnity

You agree to hold harmless and indemnify DomainTools, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any claims, losses, damages (actual and consequential), suits, judgments, costs and expenses (including attorneys' fees) of every kind and nature arising from or in any way related to your or your users' use of the DomainTools API or DomainTools Data, use of DomainTools Brand & Links other than as set forth in the DomainTools API Branding Requirements, violation of these API Terms of Service or other actions connected with your or your users' use, development or distribution of DomainTools services, including any infringement of any third party proprietary rights.

7. LIABILITY DISCLAIMER AND INDEMNIFICATION



YOUR USE OF THE SITE AND/OR SERVICES, INCLUDING ANY DATA PROVIDED, IS AT YOUR SOLE RISK. THE ACCURACY, CONDITION AND AVAILABILITY OF THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. DOMAINTOOLS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOMAINTOOLS MAKES NO WARRANTY THAT: (i) THE INFORMATION ON THIS SITE IS CORRECT, ACCURATE OR RELIABLE; (ii) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (iii) DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL DOMAINTOOLS, ITS AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES, OR THESE TOS (HOWEVER ARISING, INCLUDING GROSS NEGLIGENCE). WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY IN THIS SECTION, THE LIABILITY OF DOMAINTOOLS, AND/OR ITS AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IS LIMITED IN ALL CIRCUMSTANCE TO \$1.00. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DOMAINTOOLS AND ANY PARENT, SUBSIDIARY, AFFILIATE, OFFICER, DIRECTOR, AGENT, AND EMPLOYEE (EACH AN "INDEMNITEE") HARMLESS FROM ANY LOSS, LIABILITY, EXPENSE, CLAIM OR DEMAND (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "CLAIM"), ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH (i) ANY ACT OR OMISSION BY YOU, INCLUDING, YOUR USE OF THE SITE OR ANY SERVICES OR YOUR BREACH OF THESE TOS OR ANY OTHER AGREEMENT WITH ANY THIRD PARTY OR WITH DOMAINTOOLS, INCLUDING ONE INCORPORATED BY REFERENCE, (ii) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF DOMAINTOOLS OR ANY THIRD PARTY, INCLUDING ANY ALLEGED OR ACTUAL VIOLATION OF ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHTS, AND/OR (iii) ANY ACT OR OMISSION ON THE PART OF ANY INDEMNITEE (PROVIDED THAT YOU SHALL NOT BE OBLIGATED TO INDEMNIFY AS TO ACTS OR OMISSIONS BY INDEMNITEES TO THE EXTENT SUCH CLAIM AROSE AS A DIRECT CONSEQUENCE OF AN INTENTIONAL ACT BY SUCH INDEMNITEE).

8. Intellectual Property

The DomainTools API, DomainTools Data, and DomainTools Brand & Links are the property of DomainTools, and DomainTools and its applicable licensors retain all rights, title and interest (including all patent, trademark, copyright and other proprietary rights) in and to the DomainTools APIs, DomainTools Data, and DomainTools Brand & Links, as well as any derivative works in connection therewith.

9. Changes

DomainTools reserves the right to change the API Terms of Service at any time, and you are responsible for regularly reviewing these API Terms of Service. DomainTools may also modify any of the DomainTools APIs or methods of accessing the DomainTools APIs for any or no reason at any time. Your continued use of the DomainTools API and/or DomainTools Data after the effective date of such changes will constitute acceptance of and agreement to any such changes. DomainTools may suspend or discontinue the Services at any time to you and/or to others, without notice. These API Terms of Service do not create any right to rely upon the continued availability of and/or access to the DomainTools APIs.

10. Fees and Payments

DomainTools will charge fees for the use of the DomainTools API in accordance with the individual contracts that grant access to that system to customers. All fees paid for the use of, or access to, the DomainTools API are non-refundable.

11. Termination

DomainTools may change, suspend or discontinue the DomainTools API and suspend, terminate or limit your use of the DomainTools API, DomainTools Data, and/or DomainTools Brand & Links at any time for any reason, with or without cause, and without notice, and such use by you will automatically terminate in the event of your failure



to comply with any provision of these API Terms of Service, DomainTools API Branding Requirements, Privacy Policy or DomainTools.com's Terms of Service. You may also terminate by ceasing to use the DomainTools API, DomainTools Data, and DomainTools Brand & Links, removing implementation of the DomainTools API from your Web site(s) and application(s) and deleting all copies of the DomainTools Data and DomainTools Brand & Links.

12. Choice of Law; Disputes

These TOS shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to the conflict of laws principles thereof. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the city of Seattle, Washington. If any part of the TOS is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the TOS shall continue in effect. Unless otherwise specified herein, these TOS constitute the entire agreement between you and DomainTools with respect to the Site and Services and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and DomainTools with respect to the Site or Services.

13. General

You represent that you have the authority to bind the organization (if any) identified in your application for the DomainTools API . You agree not to export from anywhere any part of the DomainTools API, DomainTools Data, or DomainTools Brand & Links provided to you or any direct product thereof except in compliance with, and having obtained all licenses and approvals required under, applicable export laws, rules and regulations. If provided to the U.S. government, the DomainTools API, DomainTools Data, or DomainTools Brand & Links are provided with the commercial license rights described herein. If any part of these API Terms of Service is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these API Terms of Service will continue in effect. The section titles in these API Terms of Service are solely used for the convenience of the parties and have no legal or contractual significance. DomainTools may assign these API Terms of Service, in whole or in part, at any time with or without notice to you. You may not transfer, assign, sublicense, or delegate the API Terms of Use of your API credentials to any third party. DomainTools' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these API Terms of Service constitute the entire agreement between you and DomainTools with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and DomainTools with respect to the DomainTools API, DomainTools Data, or DomainTools Brand & Links.