

**AMENDMENT AGREEMENT
REGISTRATION SERVICE PROVIDER AGREEMENT
.COM, .NET AND .ORG (“RSP AGREEMENT”)**

This Amendment Agreement is dated as of May 11, 2005 by and between:

Tucows.com Co.

("Tucows")

and

You, the Reseller

("Reseller")

WHEREAS the parties to this agreement have signed an RSP Agreement prior to May 10, 2005;

AND WHEREAS Reseller desires to use and/or sell the “Whois Privacy Service” offered by Tucows.

NOW THEREFORE the parties hereto agree to amend the RSP Agreement to allow for the sale of the Whois product as follows:

1. DEFINITIONS

- a) “Contact(s)” are individuals or entities associated with domain name records; these include the Registrant, the billing, the technical and the administrative contacts;
- b) “Registrant” means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time provided that it acts in compliance with certain terms and conditions;
- c) “Registration Agreement” means the agreement entered into by and between Tucows and each Registrant in accordance with ICANN and any applicable Registry policies;
- d) “Whois Information” means the Contact information required by each Registrant for each domain name registration;
- e) “Whois Privacy Service” means the Tucows Service whereby Resellers may offer Registrants the ability to substitute generic information specified by Tucows in the ‘Whois’ registration field according to the terms and conditions outlined herein and in the Registration Agreement;
- f) “Whois Registry” means the public domain and IP address directory.

All initially capitalized terms not otherwise defined herein shall have the definitions assigned to such terms in the RSP Agreement.

2. **SERVICES PROVIDED**

- a) Tucows Whois Privacy Service is available as the following offering:
 - i) Whois and Proxy Information. Each Registrant must continue to warrant and provide that it is providing true, accurate and current Whois Information. Tucows will keep the Contact and Registrant information on file in accordance with the Registration Agreement but will include the following information in the publicly available Whois Registry:
 - (1) contactprivacy.com shall appear as the Registrant and Contacts name(s);
 - (2) Tucows' postal address, and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);
 - (3) the primary and secondary nameservers shall be those designated by the Registrant;
 - (4) the original date of registration and the expiration of each domain name;
 - (5) Tucows will be identified as the registrar of record.
- b) Ongoing Management of the Domain Name. Registrants will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as required.
- c) New and Existing Registrations. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.
- d) Transfers. The Whois Privacy Service may be applied to transfers in to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Whois Information.
- e) Communications with Registrants and Contacts. All renewal and transfer messages issued by Tucows will be sent to the Registrant and Contacts in its Whois Information records in its database.
- f) Communications Forwarding. Communications received by Tucows with respect to a particular domain name registration will be handled as follows:

- i) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
 - ii) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows' records.
 - iii) a voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Registrant's instructions.
 - iv) Tucows will only be responsible for communications to Registrants when its complete details are reflected in the Whois.
- g) Right to Suspend and Disable. Tucows shall have the right, at its sole discretion and without liability to Reseller, its Registrant and any Contacts, to reveal Registrant and Contact Whois Information when required by law, in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law, to comply with a legal process served upon Tucows, to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; to avoid financial loss or legal liability or if Tucows believes that the Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit SPAM, viruses, worms or other harmful computer programs.
- h) In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.

3. **TERM**

- a) The Whois Privacy Service will be provided until it is cancelled by Reseller, the Registrant or a Contact.

4. **FEES**

- a) Reseller will be charged \$0.17 per month, or \$2.04 for each year a domain name is registered with Tucows. Fees will be charged on a monthly basis.
- b) In the event that Reseller's account does not have sufficient funds for any monthly remittance, Tucows shall have the right to suspend or cancel the Whois Privacy Service to Reseller and/or its Customers.

Save and except as outlined herein, all terms of the Agreement shall remain in full force and effect.

Agreed and Accepted:

TUCOWS.COM CO.
96 Mowat Avenue
Toronto, Ontario Canada
M6K 3M1
Phone: 1-416-535-0123
Fax: 1-416-531-2516

RESELLER: _____
Username: _____
Address: _____

Phone: _____
Fax: _____

By:
Signature: _____
Name: _____
(Please Print)

By:
Signature: _____
Name: _____
(Please Print)

Title: _____
Date: _____

Title: _____
Date: _____