

“Instant Mobilizer from dotMobi” – End User License Agreement (EULA)

This is an agreement between the End User and EPAG Domainservices GmbH (“EPAG”). By using the dotMobi Instant Mobilizer service, the End User agrees to all terms and conditions in this agreement. The End User also agrees that any new, different or additional features incorporated into the dotMobi Instant Mobilizer service will also be subject to this agreement. This agreement amends the EPAG General Terms and Conditions for the purpose of using the services provided under this agreement. If a conflict between provisions of this agreement and provisions of the General Terms and Conditions should arise, the provisions of the latter shall prevail.

1. Description of service. The service “Instant Mobilizer from dotMobi” (“Service”) automatically adapts a regular website for being displayed on a mobile device when accessed using a .mobi domain name for which the Service has been ordered. The Service is provided by the dotMobi registry (“licensor”) and licensed to EPAG. The Service may be ordered upon purchasing a .mobi domain name. Details of the Service are outlined in the “Instant Mobilizer Product Description”, which is available for download at www.epag.de.
2. Use of Service. The End User is granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sub licensable license to use the Service. During the term of the agreement, the End User shall to the extent reasonably possible, effect and maintain adequate security measures to safeguard the Service from use by any unauthorized person. The Service supplied by EPAG (including software of licensors) is represented as owned by EPAG and is proprietary in nature. Furthermore, EPAG and its licensor and suppliers have and will retain all Intellectual Property rights and ownership in, and title to such proprietary licensed software and other material in and/or comprising the Service. After the end of the promotional period, during which the Service is provided free of charge, the End User may use the service only after payment of a fee determined by EPAG.
3. Prohibited Activities. Save as may be expressly permitted by law, the End User may not disassemble, decompile, or reverse engineer the Service. The End User shall not alter, modify, adapt or translate the whole or any part of the Service in any way whatsoever. Save as may be expressly permitted by law, the End User may not create derivative works based on the Service. The End User may not rent, lease, assign, dispose of, novate, sub-licence or otherwise transfer any of its rights to use the Service to any third party.
4. Termination of Service. EPAG Domainservices GmbH and/or its service providers and licensors reserve the right to withhold or suspend services or take any other action as it deems necessary in its discretion without resulting in any liability;
 - (a) if the .mobi domain name and/or the source website are alleged to violate or infringe a third party’s trademark, trade name, copyright interest or other legal rights of third parties;
 - (b) in the event that the volume of traffic to an End User using the Service is sufficient as to jeopardize the provision of Service for other End Users, EPAG and/or its licensor reserve the right to, at their sole discretion, permanently or temporarily, discontinue the Service to that End User. For the avoidance of doubt, the volume of traffic generated by an End User should not exceed 2,000 page views per day;
 - (c) if the Service or any feature related to the Service is subject to any third party intellectual property rights infringement issue;
 - (d) for violations of any provision of this Agreement;
 - (e) if the End User is found to be using the Service in association with activities which may be detrimental to EPAG or its licensor’s interests or reputation, such as in association with unsolicited commercial email (“spam”) or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of

the territories in which End User transacts their business; activities designed to encourage unlawful behaviour by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way. In the event that access to and right of use of the Service by the End User is suspended and/or terminated for spam or morally objectionable activities, no refund shall be due to the End User;

- (f) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
 - (g) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees.
5. Display of Service reference. The End User accepts that the text “Instant Mobilizer by dotMobi” or equivalent, is inserted at the footer of the adapted site.
 6. Transfers. If the .mobi domain name to which the Service is connected is being transferred to another domain registrar, the Service will be terminated on that .mobi domain name without the right to any refund.
 7. Jurisdiction and Applicable Law. Any dispute, controversy or claim between the End User and EPAG relating to the Service shall be subject to the laws of the Federal Republic of Germany. Venue is Bonn. If any provision of this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall instead be replaced by a provision which corresponds to or at least approaches the purpose of the Agreement and which the Parties to the Agreement would have agreed upon if they had known about the invalidity of the original provision. The same shall apply in case the provisions are incomplete.

March 2009