

MOBILE WEBSITE

1. The Mobile Websites powered by goMobi™ services (the “Mobile Service”) is a service that formats an existing website for viewing on mobile devices. Certain goMobi services may be provided in full or in part by mTLD Top Level Domain Limited (“dotMobi”). You acknowledge and agree that Mobile Services will carry over certain design elements and functionality of the Website to the mobile devices, but the Website may appear differently and Website functionality may not be fully compatible on each mobile device due to variations in device types and operating systems. The following additional terms and conditions shall apply to the Mobile Service.

2. License. You are granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to:

- A. use the Mobile Service; and
- B. install and use a single copy of the software components and/or transcoding tags (including the device detection and transcoding tag software) to be installed on your web server including associated manuals, user guides, help text files, or embedded software instructions (together, the "Software") that link to the dotMobi hosted database which contains information relating to devices for the mobile web (the "Database") solely for the purpose of redirecting mobile web traffic to the goMobi web site that is the subject of the goMobi subscription through searches of the Database (the "Additional Mobile Service").

3. You shall during the term of the End User Agreement, to the extent reasonably possible, effect and maintain adequate security measures to safeguard the Mobile Service, Software, and Additional Mobile Service from use by any unauthorized person.

4. You shall not use the Mobile Service and/or the Additional Mobile Service in any way not expressly permitted under this Agreement. This includes a prohibition on:

- A. use of the results of searches performed using the Mobile Service and/or the Additional Mobile Service for the purposes of publication or distribution to any other persons and/or the transfer of any information or data obtained from such into the public domain;
- B. removing or modifying any markings on the Mobile Service or the Additional Mobile Service including reports or any notice of intellectual property rights;
- C. modifying, selling, renting, leasing, transferring, assigning, disposing of, novating, sub-licensing, transferring any of its rights to, reselling for profit, or distributing the Mobile Service and/or the Additional Mobile Service, or creating derivative works based on the Mobile Service and/or the Additional Mobile Service or any part of them;
- D. any distribution of data retrieved from the Database (or otherwise through the Mobile Service or Additional Mobile Service) in any form (whether printed, electronically relayed, posted to public list services or bulletin boards, magnetically stored, or otherwise) to, or for the benefit of, any other person;
- E. causing or permitting any alteration, adaptation, translation, decompilation, disassembly, or reverse engineering of the Mobile Service and/or the Additional Mobile Service (other than as permitted by applicable law); and

F. copying the Software (provided however that You may take such copies or other reproductions of the Software as are strictly necessary for backup or archival purposes) and/or the Database or creating subsets or derivative databases from the Database in a manner not expressly permitted by this Agreement.

4. You are solely responsible for ensuring compliance with all local laws and regulations in relation to your website and your website content.

5. You are solely responsible for observing any applicable export and import laws that govern its use of the Mobile Service and/or the Additional Mobile Service. In particular, you shall not export the Software and/or the Database, or any part thereof, directly, or indirectly, in violation of these laws, or use them for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

6. You shall agree that dotMobi may make commercial use of data arising from your use of the Mobile Service and/or the Additional Mobile Service.

7. Liability. To the extent permitted by law, in no event shall dotMobi have any liability (whether direct or indirect) to you for loss or damage.

8. Fair Use Policy. In the event that the volume of traffic to you using the Mobile Service and/or the Additional Mobile Service is sufficient so as to jeopardize the provision of the Mobile Service and/or the Additional Mobile Service for other end users, dotMobi reserves the right to, at its sole discretion, permanently or temporarily discontinue provision of the Mobile Service and/or the Additional Mobile Service to you. For the avoidance of doubt, the volume of traffic generated by you should not exceed 2,000 page views per day.

9. Acceptable Use Policy. You agree that your access to and right of use of the Mobile Service and/or the Additional Mobile Service may be suspended and/or terminated if you are found to be using the Mobile Service and/or the Additional Mobile Service in association with activities which violate [Web.com's Acceptable Use Policy](#); which may be detrimental to our or dotMobi'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 you transact your business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism, and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, or 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 Mobile Service and/or the Additional Mobile Service by you is suspended and/or terminated for spam or morally objectionable activities, no refund is due to you.

10. Domain Transfers. Should a domain to which services are being provided under this Agreement be transferred to another domain name registrar, the provision of the Mobile Service and/or the Additional Mobile Service will be interrupted for you on that domain, and the Mobile Service and/or the Additional Mobile Service will not be restored until the necessary DNS records are made to refer the domain to the Mobile Service.

11. Mobile Service Branding. You accept that the text "Mobile Websites powered by goMobi™" or equivalent, is inserted at the footer of the adapted site.

12. Updates. As part of the provision of the Mobile Service and/or the Additional Mobile Service to you, updates to the Mobile Service and/or the Additional Mobile Service will take place from time to time ("Updates"). Updates are generally designed to improve, enhance, and further develop the Mobile Service and/or the Additional Mobile Service and may take the form of bug fixes, enhanced functions, new capabilities, and completely new versions, and may include, but are not limited to, items such as advertising, links to third party offerings, and other promotional content. dotMobi shall incorporate Updates at its absolute discretion and you shall agree to receive such Updates on the above terms as part of its use of the Mobile Service and/or the Additional Mobile Service.