

WEBCARD SERVICE AGREEMENT

1. General Background. The Mobile Ready Webpage (the "Webcard") is a service that displays a Customer's business information for viewing online, including on mobile devices. Certain Webcard services may be provided in full or in part by Central Index Limited ("Centralindex"). You acknowledge and agree that the Webcard will display the Customer's business information to online viewers, and that the Webcard may appear differently and website functionality may not be fully compatible on certain mobile devices due to variations in device types and operating systems.

In addition to the terms and conditions set forth in the Master Service Agreement, the Privacy Policy and other related agreements, the following additional terms and conditions shall also apply to the Webcard:

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

A. use the Webcard;

B. edit the content of the Webcard via your secure customer admin software that shall be provided to you as part of the Webcard Service; and

C. publish the Webcard under a designated domain name and subfolder allocated to you by Web.com (the "Webcard Alias")

3. During the term of Your use of the Webcard Service, Customer shall, to the extent reasonably possible, effect and maintain adequate security measures to safeguard the Webcard and Webcard Alias from use by any unauthorized person.

4. You shall not use the Webcard or the Webcard Alias in any way not expressly permitted under this Agreement. This includes a prohibition on:

A. removing or modifying any markings on the Webcard, including reports or any notice of intellectual property rights;

B. modifying, selling, renting, leasing, transferring, assigning, disposing of, novating, sub-licensing, transferring any of its rights to, reselling for profit, or distributing the Webcard Service, or creating derivative works based on the Webcard Service or any part of them; and

C. causing or permitting any alteration, adaptation, translation, decompilation, disassembly or reverse engineering of the Webcard (other than as permitted by applicable law).

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

5. You are solely responsible for observing any applicable export and import laws that govern its use of the Webcard Service. In particular, you shall not export the Webcard, 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 Web.com may make commercial use of data arising from your use of the Webcard, and to facilitate this as between and subject to Web.com complying in all material respects with the provisions of all relevant laws, regulations and codes of conduct, including, without limitation, obtaining all necessary consent in relation to the use of the same by Web.com

with respect to Customer content entered into the Webcard. Customer hereby grants Web.com a perpetual, worldwide, non-exclusive, royalty-free right and licence to (a) use such Customer data and Webcard content for internal business purposes, (b) incorporate such Webcard content in Web.com products and services in which data is used; and (c) include the Webcard content in Web.com products and services; provided, however, that Web.com may not make any use of the Webcard content data as a standalone product or service dataset but only in conjunction with Web.com products as a non-identifiable part of a wider Web.com database.

7. Liability. To the extent permitted by law, in no event shall Web.com 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 Webcard Service is sufficient so as to jeopardize the provision of the Webcard Service for other end users, Web.com reserves the right to permanently or temporarily discontinue the provision of the Webcard Service at its sole discretion for any reason or no reason at all.

9. Acceptable Use Policy. You agree that your access to and right of use of the Webcard Service or the Webcard Alias may be suspended and/or terminated by Web.com in its sole discretion if you are found to be using the Webcard Service in association with activities which violate [Web.com's Acceptable Use Policy](#); which may be detrimental to our 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 Webcard 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 Webcard Service will be interrupted for you on that domain, and the Webcard Service will not be restored until the necessary DNS records are made to refer the domain to the Webcard Service.

11. Mobile Service Branding. You accept that the text "Webcard powered by Central Index, a wholly owned subsidiary of Web.com TM" or equivalent, is inserted at the footer of the Webcard.

12. Updates. As part of the provision of the Webcard Service to you, updates to the Webcard Service will take place from time to time ("Updates"). Updates are generally designed to improve, enhance and further develop the Webcard Service and may take the form of bug fixes, enhanced functions, new capabilities, and completely new versions. Update may include, but are not limited to, items such as advertising, links to third party offerings, and other promotional content. Web.com shall incorporate Updates at its sole discretion and You shall agree to receive such Updates according to the terms of this Agreement as part of Your use of the Webcard Service.