

SPECIFIC CONDITIONS APPLICABLE TO CONTRACTING .MOBI TOP-LEVEL DOMAINS

The present specific conditions complement and develop the general conditions of the domain registration contract and form an integral part of the same.

1.- Identifying data which complement the general conditions

- **Domain name Regulator:**
 - ICANN (www.icann.org)
- **Registry Operator:** mTLD
- **Body responsible and regulations for domain name attribution conflict resolution:** Dispute Policy (Uniform Domain-Name Dispute-Resolution Policy) as laid down in the regulations on conflict resolution established by Internet Corporation for Assigned Names and Numbers (ICANN) on the 24th of October 1999. (www.icann.org/udrp/udrp.htm)
- **Registered address of Registry Operator for the purposes of international transfer of data:** USA:

2.- Registry restrictions:

For further information on the Registry restrictions for .mobi domains incorporated hereby, and which form an integral part of the contractual conditions applicable, please refer to: www.mtld.mobi

3. Additional obligations of the Client

3.1. The Client acknowledges and agrees that they must comply with the requirements, standards, policies, procedures and practices set out in the DOTMOBI Style Guide (accessible at www.mtld.mobi), and consents to the supervision of their website as laid out in the cited Guide.

3.2. The Client accepts that the Style Guide is subject to modifications by mTLD, which changes will be notified appropriately at the preceding URL. The Client must maintain their website up-to-date with respect to the possible changes in the rules of style.

4.- Declaration by the Client

The Client hereby assumes sole liability for the following declarations:

- That all the information furnished in the present application is accurate, complete and correct, errors and omissions in good faith excepted.
- That they are aware, and accept, that any false statement in the data furnished in the present application may be cause for rejection of the same, or cancellation of the domain name at any moment if already registered, and in the latter case, the domain name might be

subsequently registered by another client in accordance with the established regulations and procedures.

- That to the best of their knowledge, the use of this domain name does not infringe the intellectual or industrial property rights of any third party, does not represent unfair competition, nor in any other way infringe any other right of any class of third party.
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- That they bear full liability for the consequences of any question arising over the right to use the chosen name.
- That they hold sole liability for the choice of this domain name and its subsequent maintenance.
- That they are aware, and accept, that registration of the proposed domain name does not confer any legal rights over the same.
- That they agree to defend, compensate and make restitution to, Acens and any Registry Operator for the domain name requested, including mTLD, and the directors, officials, employees and agents of each and every one of the same, for any loss or expense, including attorney's fees, arising from a claim by third parties or legal action relating to the domain name or the use made of the same. These damages shall be additional to any other damages demanded under the Dispute Policy.
- That they accept the conditions of the contract agreed by Acens with mTLD under which domains are registered automatically (published at www.icann.org)
- That the acceptance of these conditions entails the acceptance of the Rules and Conditions laid down by the Internet domain name Regulator (www.icann.org). In particular, they accept the Dispute Policy (www.icann.org/udrp/udrp.htm).