

.MOBI – Terms and Conditions

In addition to your registration agreement, the .MOBI Registry-Registrar Agreement (“**RRA**”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the terms set out here, the RRA terms shall prevail.

1. Each registered name holder shall indemnify, to the maximum extent permitted by law, using the form of indemnification set forth in the policies, procedures, guidelines, and criteria set forth from time to time on the registry operator’s website at www.mTLD.mobi (the “**Registry Policies**”), defend and hold harmless the registry operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registered name holder’s domain name registration and or use. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. Each registered name holder shall indemnify, defend and hold harmless the registry services provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registered name holder’s domain name registration and or use. This indemnification obligation shall survive the termination or expiration of the registration agreement.
3. Each registered name holder agrees:
 - a. to comply with ICANN requirements, standards, policies, procedures, and practices for which the registry operator has monitoring responsibility in accordance with the registry agreement between the registry operator and ICANN for the operation of the .mobi TLD (the “**Registry Agreement**”) or any other arrangement with ICANN;
 - b. that operational standards, policies, procedures, and practices for the .mobi TLD established from time to time by the registry operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or registered name holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by the registry operator to the registrar;
 - c. that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. (“**dotmobi**”), the registry operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Ascio Technologies Inc. Denmark being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement;
 - d. to consent to the use, copying, distribution, publication, modification and other processing the registered name holder’s personal data by the registry operator and its designees and agents in a manner consistent with the purposes specified

pursuant to the below (Clause 3 (d) (i)) and with relevant mandatory local data protection, laws and privacy;

- i. The registry operator shall notify the registrar of the purposes for which personal data submitted to the registry operator by the registrar is collected, the intended recipients (or categories of recipients) of such personal data, and the mechanism for access to and correction of such personal data. The registry operator shall take reasonable steps to protect the personal data from loss, misuse, unauthorised disclosure, alteration or destruction. The registry operator shall not use or authorise the use of personal data in a way that is incompatible with the notice provided to registrars.
- e. to submit to proceedings under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**");
- f. to immediately correct and update the registration information for the registered name during the registration terms for the registered name;
- g. to be bound by the terms and conditions of the initial launch and general operations of the .mobi TLD, including without limitation the limited industry launch, the sunrise period, the land rush period, the sunrise dispute resolution policy, the premium name allocation process, and the general registration period including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute made during the limited industry launch or over a sunrise regulation.
- h. that the registry and registry services provider, acting in consent with the registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the registry or any registrar in connection with a domain name registration. The registry also reserves the right to freeze a registered name during resolution of a dispute.
- i. that it must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi style guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi style guide monitoring guidelines (www.mtld.mobi) for compliance with the style guide. Furthermore, the registrant acknowledges and agrees that this style guide is subject to modification by the registry with any such changes appearing at the previously designated URL, and that the registrant must promptly comply with any such changes in the time allotted.