

## GOMOBİ END USER AGREEMENT

In the case of a registration of a goMobi account, the following terms and conditions will apply:

### 1. LICENSE TERMS.

1.1 You shall be granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to:

- (a) use the Service; and
- (b) install and use a single copy of the Software 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 Service").

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

1.3 You shall not use the Service and/or the Additional 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 Service and/or the Additional 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 Service or the Additional Service including reports or any notice of IP 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 Service and/or the Additional Service or creating derivative works based on the Service and/or the Additional Service or any part of them;
- (d) any distribution of data retrieved from the Database (or otherwise through the Service or Additional 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 Service and/or the Additional Service (other than as permitted by applicable law);
- (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;

1.4 You shall be solely responsible for ensuring compliance with all local laws and regulations in relation to its website and the website content.

1.5 You shall be solely responsible for observing any applicable export and import laws that govern its use of the Service and/or the Additional 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.

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

2. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

3. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of the goMobi service. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:

(1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, website, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

4. PROPRIETARY RIGHTS. The Service and the Additional Service supplied by Tucows are represented as owned by Tucows and/or its licensor and/or others and are proprietary in nature. Tucows and/or its licensor and/or others 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 and/or the Additional Service.

5. TERMINATION. On termination or expiry of this agreement for any reason: (i) the licence granted under this agreement shall immediately cease, (ii) you shall not make any further use of the Service and/or the Additional Service, and (iii) you must immediately remove all Software from your systems and delete any other information, documentation, materials, equipment, property and other items (and all copies of them in any format) belonging to Tucows or its licensors.

6. FAIR USE POLICY. In the event that the volume of traffic related to your use of the Service and/or the Additional Service is sufficient so as to jeopardize the provision of the Service and/or the Additional Service for other end users, dotMobi reserves the right to, at its sole discretion, permanently or temporarily, discontinue provision of the Service and/or the Additional Service to you. For the avoidance of doubt, the volume of traffic generated by you should not exceed 2,000 page views per day.

7. ACCEPTABLE USE POLICY. You agree that access to and right of use of the Service and/or the Additional Service may be suspended and/or terminated if you are found to be using the Service and/or the Additional Service in association with activities which may be detrimental to Tucows' 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 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 and/or the Additional Service by you is suspended and/or terminated for spam or morally objectionable activities, no refund shall be due to the you.

8. 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 Service and/or the Additional Service will be interrupted for that domain, and the Service and/or the Additional Service will not be restored until the necessary DNS records are made to refer the domain to the Service.

10. SERVICE BRANDING. You accept that the text “goMobi by dotMobi” or equivalent, is inserted at the footer of the adapted site.

11. UPDATES. You acknowledge that updates to the Service and/or the Additional Service will take place from time to time (the “Updates”). Updates are generally designed to improve, enhance and further develop the Service and/or the Additional 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 agree to receive such Updates on the above terms as part of its use of the Service and/or the Additional Service.