

Registrierungsbedingungen für .mobi / .mobi registration agreement

Registered Name Holder shall:

1. Indemnify to the maximum extent permitted by law, defend and hold harmless 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, and this indemnification obligation survive the termination or expiration of the registration agreement; (3.7)
2. Indemnify, defend and hold harmless 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, and indemnification obligation survive the termination or expiration of the registration agreement; (3.7.1)
3. Acknowledge and agree 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 EPAG Domainservices GmbH 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. (3.8.3)
4. Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; (3.8.1)
5. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by 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 Registry Operator to Registrar; (3.8.2)
6. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy; (3.8.4)
7. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); (3.8.5)
8. Provide current, accurate and complete information in connection with its registration of the Domain Name and its creation, launch, and operation of the Website, including but not limited to information required for the purposes of the Whois records.

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; (3.8.6)
9. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry 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, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to 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 Registration. (3.8.7)

10. Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein.

11. Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to mTLD and (ii) mTLD may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.

12. Acknowledge and agree 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, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute. (3.8.8.)

13. Acknowledge and agree that they 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, 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 Registrant must promptly comply with any such changes in the time allotted. (3.8.9)

14. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract. (3.9.1)

Current as of: January 2009