

ePages Software Limited  
Linen Hall (536, 5<sup>th</sup> floor)  
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London W1B 5TF  
United Kingdom

# General Terms and Conditions of ePages Software Limited – Software as a Service

## 1. DEFINITIONS

- (1) "Advance Account" refers to the credit balance maintained by the Customer with the Parent.
- (2) "Agreement" refers to this Customer Master Agreement along with all its appendices, extensions and amendments at any given point in time.
- (3) "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
- (4) "Clear Balance" refers to credit in the Customer Advance Account after deducting any accrued liabilities, Locked Funds and debited amounts.
- (5) "Confidential Information", as used in this Agreement shall mean all data, information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation, documentation, functional and interface specifications, provided by Parent to the Customer under this Agreement, whether written, transmitted, oral, through the Parent Website or otherwise, that is marked as Confidential.
- (6) "Customer Contact Details" refers to the Contact Details of the Customer as listed in the OrderBox Database.
- (7) "Customer Control Panel" refers to the set of Web-based interfaces provided by the Parent and its Service Providers to the Customer which allows him to Manage Orders.
- (8) "Customer Product Agreement Extension" refers to the latest version of a Specific Customer Product Agreement Extension as posted in the Customer Control Panel or on the Parent Website.
- (9) "OrderBox" refers to the set of Servers, Software, Interfaces, Parent Products and API that is provided for use directly or indirectly under this Agreement by the Parent and/or its Service Providers.
- (10) "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
- (11) "OrderBox Servers" refer to Machines / Servers that Parent or its Service Providers maintain to fulfill services and operations of the OrderBox.

(12) "OrderBox User" refers to the Customer and any Agent, Employee, Contractee of the Customer or any other Legal Entity, that has been provided access to the "OrderBox" by the Customer, directly or indirectly.

(13) "Order" refers to a Parent Product purchased by the Customer having a unique Order ID in the OrderBox Database.

(14) "Parent Products" refer to all Products and Services of Parent which it has provided/rendered/sold, or is providing/rendering/selling.

(15) "Parent Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers and any other Machines / Servers that Parent or its Service Providers Operate, for the OrderBox, the Parent Website, the Parent Mailing Lists, Parent Products and any other operations required to fulfill services and operations of Parent.

(16) "Parent Website" refers to [www.epages.co.uk](http://www.epages.co.uk).

(17) "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that Parent or its Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfilment / provision / purchase of Parent Products, OrderBox, and any other services and operations of Parent.

(18) "Prohibited Persons" refers to individuals, organizations or entities located in certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations, entities, or domain names, including without limitation, "Specially Designated Nationals" ("SDN"), as listed by the government of the United States of America through the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), with whom all or certain commercial activities are prohibited.

(19) "Software" refers to the software application as described by ePages and related licensed materials and data, access to which is granted supplied to the Licensee under this Agreement.

(20) "support" refers to any support services such as bug and security fixes and maintenance support (telephone or email-based technical assistance) provided for a defined period from general availability of any release of the software as set forth in ePages 1<sup>st</sup> level support agreement.

(21) "End User Licence Agreement" refers to the end user licence agreement of ePages GmbH, Pilatuspool 2, 20355 Hamburg, Germany published at [www.epages.com/eula](http://www.epages.com/eula), and any amendments made to it from time to time.

## **2 General - Applicability**

(1) purchase or rental

(a) The Customer may purchase services or may rent Software from Parent in the course of their relationship with Parent under this Agreement, by submitting to Parent, in a form and manner prescribed by Parent, one or more Customer Product Agreement Extensions, which shall then be included as a part of this Agreement.

(b) During the term of the Agreement the Customer also has the right to "Maintenance Support" from ePages for the current and all update/upgrade versions of the rented software (details for the specific Support Services can be found in § 2 Support Service). The support that makes up the service element of this contract is standard ePages Maintenance Support for standard products. It covers the day-to-day operation of the software. Any customised coding, or development work undertaken by the Customer on the platform is not covered by the Agreement.

(c) Any conflicting definitions, terms and conditions in a Customer Product Agreement Extension shall take precedence over the same definition, terms and conditions in this Agreement, and shall be applied only to that Customer Product Agreement Extension.

## 2) Term and Termination

a) The Agreement commences on the date the Customer has completed the online checkout process on the <http://www.epages.co.uk> website, termed "Effective Date". The day of the month of the "Effective Date" is taken as the "Billing Day". The Term of the Agreement is 30 days. The Agreement is automatically extended every month on the Billing Day by another 30-day term, and is valid until one of the parties terminates according to clause b) below.

b) Either of the parties can terminate the Agreement effective as of the next Billing Day, provided that they provide a termination notice of seven (7) calendar days before the next Billing Day. All termination notices must be made in writing.

c) During the term of the Agreement, ePages has the right to terminate the Agreement without notice for failure by the Customer to fulfil its obligations under the contract or if:

i. the Customer has violated the ePages Software licence agreement for the ePages Software covered by the End User Licence Agreement (EULA).

ii. the Customer has repeatedly failed to fulfil its obligations under the Agreement.

d) If ePages terminates the Agreement in accordance with clause 2 (c), the Customer shall remain liable to ePages for all sums which would have been payable had the contract not been terminated. Nothing shall prevent ePages from making any other contractual claim to which it is entitled.

e) If the contract is terminated by ePages based on wilful misconduct of the Customer, ePages shall be compensated for the full amount as set forth in Clause 2 of these Terms and Conditions.

## § 2 Support Service

1) The Agreement authorises the Customer to submit technical inquiries to ePages, related to the use of ePages software. Once the Customer submits a technical inquiry, an "Incident" is generated in the ePages Support system. An Incident is the processing of a technical inquiry or the attempt to solve a technical problem, regardless of the number of the required phone calls or emails. Open incidents remain open until a solution is achieved, or until ePages determines that a solution is not possible.

2) ePages shall endeavour to fulfil all obligations entailed by the Agreement conscientiously and to the best of its knowledge, and to use reasonable efforts to solve all problems encountered by the Customer while using ePages Software. The Customer acknowledges that ePages does not guarantee that a solution: - will be

found within a certain period of time; - is possible from a business administrative perspective; or - is practical from a technical perspective.

### **§ 3 Accessibility of ePages**

1) ePages agrees to provide sufficient personnel for ensuring the availability of ePages Customer Support Services. The Customer is given a number for each inquiry (case number), that allows the verification of the status and subsequent questions related to a particular inquiry. It is left to the discretion of the Support Engineer handling the case to change the handling order if (a) the case should be given priority over other cases because of the urgency level; if (b) this change appears more efficient when reasonably considered; and if (c) re-prioritising the order of case-handling will cause no substantial disadvantage to customers who submitted cases earlier and whose casehandling will be delayed.

2) Answers are given via e-mail or telephone. Within eight (8) business hours, a Support Engineer should start with the analysis of the problem and notifies the Customer of the analysis and solution steps to be taken.

3) ePages Support business hours, as well as the ePages Support contact details, are available at <http://www.epages.co.uk/support>.

4) E-mail access is a service that enables Customers to submit an inquiry or report issues to ePages Customer Support via e-mail.

5) The Customer can contact Customer Support via the e-mail address specified on the <http://www.epages.co.uk/support> website. If the email address changes the Customer shall be notified of the new e-mail address accordingly.

6) Phone access is a service that enables Customers to submit an inquiry or report issues to ePages Customer Support via telephone.

7) The Customer can contact ePages Customer Support by using the hotline phone number specified on the <http://www.epages.co.uk/support> website. If the telephone number changes the Customer shall be notified of the new number accordingly.

### **§ 4 RIGHTS OF PARENT AND SERVICE PROVIDERS**

(1) Parent and Service Providers may change any information, including Authentication Information of the Customer in the OrderBox Database upon receiving authorization from the Customer in any form as maybe prescribed by Parent from time to time.

(2) Parent and Service Providers may provide/send any information in the OrderBox Database, about the Customer, including Authentication information

(1) to the Customer Contact Details

(2) to any authorised representative, agent, contractee, employee of the Customer upon receiving authorization in any form as maybe prescribed by Parent from time to time

(3) to the Service Providers

(3) Parent and Service Providers in its own discretion can at any point of time temporarily or permanently cease to sell a Parent Product

(4) Parent reserves the right to change pricing, minimum order levels, and discounts, of any Parent Product , at any time.

(5) Parent and Service Providers, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Parent may refund the fees charged for the Order, after deducting any processing charges for the same.

(6) Parent and Service Providers, in their sole discretion, without notice, expressly reserve the right to modify, upgrade, freeze the OrderBox, and its associated Services.

(7) Notwithstanding anything to the contrary, Parent and Service Providers, in their sole discretion, expressly reserve the right to without notice or refund, access, delete, suspend, deny, cancel, modify, intercept and analyze traffic of, copy, backup, access data of, redirect, log usage of, monitor, limit access to, limit access of, take ownership of or transfer any Order, or to delete, suspend, freeze, modify OrderBox Users' access to OrderBox, or to modify, upgrade, suspend, freeze OrderBox, or to publish, transmit, share data in the OrderBox Database with any person or entity, or to contact any entity in the OrderBox Database, in order to recover any Payment from the Customer for any service rendered by the Parent including services rendered outside the scope of this agreement for which the Customer has been notified and requested to remit payment, or to correct mistakes made by Parent or its Service Providers in processing or executing an Order, or in the case of any breach or violation or threatened breach or violation of this Agreement, or incase Parent learns of a possibility of breach or violation of this Agreement which Parent in its sole discretion determines to be appropriate, or in case of Termination of this Agreement, or if Parent learns of any such event which Parent reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Parent Products and the OrderBox, or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in compliance with any agreements executed by Parent, or to avoid any liability, civil or criminal, on the part of Parent and/or Service Providers, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Customer and/or its Agents or any other authorised representatives of the Customer violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, or Parent learns of the possibility of any such violation, or authorisation from the Customer in any manner that Parent deems satisfactory, or for any appropriate reason. The Customer agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

(8) In case of Orders involving web services, Parent and Service Providers can choose to redirect any Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine for the purpose of monetization, if an Order has expired, or is suspended, or does not contain valid information to direct it to any destination. Customer acknowledges that Parent and Service Providers cannot and do not check to see whether such a redirection, infringes any legal rights including but not limited to intellectual property rights, privacy rights, trademark rights, of Customer, or that the content displayed due to such redirection is inappropriate, or in violation of any federal, state or local rule, regulation or law, or injurious to Customer or any third party, or their reputation and as

such is not responsible for any damages caused directly or indirectly as a result of such redirection.

(9) Parent has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.

(10) Parent and Service Providers reserve the right to prohibit the use of any of their services in connection with any Country-Code Top Level Domain Name ("ccTLD") of any Sanctioned Country.

(11) Parent and Service Providers expressly reserve the right to suspend or terminate Customer's account, without prior notice and without issuing a refund or compensation of any kind, if Parent or Service Provider determines in its sole discretion, that Customer has violated the OFAC Provision in Section 4. Parent and Service Provider shall not be liable for any loss or damages resulting from such action whether such loss or damage is incurred by the Customer, or a third party. Parent will not directly or indirectly refund any amounts to any Prohibited Person, including without limitation, any amounts in a Customer's Advance Account.

## **§ 5 Design Phase**

If ePages has agreed to supply design services for the construction of a shop interface, the following additional standards shall apply:

1) The proper customisation of a web page by ePages assumes constructive cooperation between ePages and the Customer, contingent on the following standards:

2) Based on the customer's instructions related to the scope and the functionality of the website and considering the target market to be addressed, ePages will create a basic version of the website (draft). The customer will be able to recognize the basic structure of the website with this draft. It will show all of the important design features and critical functions required. This draft will be submitted from ePages to the Customer in PPG or PDF format.

3) ePages shall not be responsible for the creation of and connection to email windows, web banners and any form of animation. Additional programming is not part of the standard offering. Logos, photographs and graphical elements that are supplied by the Customer, or which are part and parcel of picture credits that may be part of a bundle, will be included in the draft. The Customer shall be responsible for any and all product related photographs.

4) ePages agrees to suggest alternatives for the graphic design of the shop within the constraints of the D&C catalogue of services.

5) Once the layout drafts have been coordinated with the Customer, ePages will finish the design of the shop such that the shop can then be put into operation.

6) **The Customer's Obligation to Cooperate**

Any content that is intended to be integrated into the shop shall be provided by the Customer. The Customer assumes complete responsibility for the creation of all

content. Furthermore, ePages is not obliged to challenge the appropriateness of any given content related to the intended purpose of the shop. ePages is only obliged to inform the Customer of content related mistakes if and when they are patently obvious.

The Customer is obliged to provide ePages with the following content, if such elements are to be incorporated into the website: texts, product images, category structure, product information and, where appropriate, graphics. Photographs and other graphical elements shall be made available to ePages in JPEG, GIF or PNG format and the file size shall not exceed 500 KB. Texts shall be transmitted in ANSI, DOC or txt format. Finally, within the constraints of picture credits available, ePages will search for matching and appropriate graphics available in the common photo data bases.

## **§ 6 Prices – Payment Terms**

1) All prices quoted are net prices and do not include the applicable, statutory Value Added Tax (VAT).

2) Insofar as order confirmations say nothing to the contrary, ePages prices are understood to be ExW (INCO-Terms 2000). The prices include neither packaging nor transportation charges.

3) All payments are due upon receipt of invoice, unless other payment terms are listed on the invoice. Cash discounts are accepted only in cases in which they have been agreed to by ePages ahead of time and in writing.

4) ePages is entitled to charge interest on any payments which are overdue. The interest rate is 8 percent above the current lending rate of the European Central Bank. In addition, ePages is entitled to interrupt or stop its performance under these Terms and Conditions if the Customer does not pay on time.

5) The Customer is not entitled to offset any sum which s/he owes to ePages from any sum which ePages owes to the Customer unless s/he has a legal right to do so, or unless ePages has recognised such entitlement in writing.

## **§7 FEES/ADVANCES/RENEWALS**

(1) The Customer shall pay all applicable fees/advances as per the Payment Terms and Conditions set out in Appendix 'C'; In addition to the foregoing, the Customer agrees by purchasing the Order(s) the Parent shall be allowed to place the Customer's account on a recurring payment plan. Unless the Customer disable the automatic renewal option by selecting appropriate option in the Customer Control Panel, the Parent shall have the right to automatically renew the Order(s) when it comes up for renewal and will take payment from the payment method the Parent have on file. For avoidance of doubt it is agreed between the Parties that auto-renewal shall be available for all Order(s) (except for the "Digital Certificates").

The Customer acknowledges, agrees and authorizes the Parent or its Service Providers to seek, demand, capture, process, transfer and store your debit/credit card information (the "Card Information") when the Customer is making any purchase or

renewing the Order(s) and have selected the auto-renewal and recurring payment plans.

The Customer agrees and acknowledges that auto-renewal subjected to recurring payment plans may fail in the following scenarios:-

- a. If the Customer disables auto-renewal for any Order, at any time;
- b. If the Customer deletes any Card Information on record from the Customer Control Panel, the Card Information expires, or insufficient of funds or exceeds its permissible limit;
- c. If the OrderBox is unable to successfully carry out auto-renewal of the Order(s) in cases including, but not limited to, the Order being locked/suspended, an action waiting to be processed etc. in accordance with this Agreement;

In such event, the Customer agrees and acknowledges that the Customer shall be responsible to manually track of and renew the Order(s).

(2) Parent will charge a non-refundable fee for an Order unless stated otherwise in any Product Agreement Extension. The applicable fees will be displayed in the Customer Control Panel or on the Parent Website and during the Ordering Process. Parent has the right to revise this pricing at any time. Any such revision or change will be binding and effective immediately on posting of the revision in the Customer Control Panel or on the Parent Website or on notification to the Customer via email to the Customer.

(3) Customer acknowledges that it is the Customer's responsibility to keep records and maintain reminders regarding the expiry of any Order. As a convenience to the Customer, and not as a binding commitment, we may notify the Customer of any expiring Orders, via an email message <#=#sms\_alert#> sent to the contact information associated with the Customer in the OrderBox database. Should renewal fees go unpaid for an Order, the Order will expire.

<#=#customer\_auth#>

(4) Customer acknowledges that after expiration of the term of an Order, Customer has no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to Parent. Parent and Service Providers may make any modifications to said Order or any information associated with said Order. Parent and Service Providers may intercept any network/communication requests to such Order and process them in any manner in their sole discretion. Parent and Service Providers may choose to monetize such requests in any fashion at their sole discretion. Parent and Service Providers may choose to display any appropriate message, and/or send any response to any user making a network/communication request, for or concerning said Order. Parent and Service Providers may choose to delete said Order at any time after expiry upon their sole discretion. Parent and Service Providers may choose to transfer the ownership of the Order to any third party in their sole discretion. Customer acknowledges that Parent and Service Providers shall not be liable to Customer or any third party for any action performed under this clause.



(5) Parent at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

(6) Parent makes no guarantees about the number of days, after deletion of an Order, after which the same Order will once again become available for purchase.

## **§ 8 Liability**

1) If gross negligence, wilful neglect, or intentional damage are not involved, ePages will only be liable if and when a material term of this contract has been breached.

2) If a material term is breached, as specified in §3 b above, the maximum liability shall be limited to a) the sum of the fee for services for the 12 months immediately preceding breach, b) five times the contractual value for consulting, or c) three times the licence fee for software licences. In all cases, the maximum liability is limited to that which is usual and customary for such damage claims in the jurisdiction that covers these Terms and Conditions.

ePages specifically excludes the assumption of any form of general liability, in particular for damages unrelated to this contract, for incidental or consequential property damage or for loss of profits.

3) Nothing in the General Terms and Conditions shall limit our liability for personal injury or death arising out of negligence nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited by law.

4) The Customer is obliged to backup his/her data on a daily basis. Any potential liability of ePages in the case of loss of data is limited to the cost of restoring the data from current backups.

5) The Customer's right to claim for damage or breach of contract expires twelve (12) months following delivery/handover.

## **§ 9 Force Majeure**

Neither Party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of either of the parties hereto which shall include (but not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; breakdown of equipment and labour disputes of whatever nature and whatever cause arising, including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees.

## **§ 10 Miscellaneous**

- 1) All Agreements that contain a change, an addition, a clarification or specification related to the contractual relationship between ePages and the Customer, as well as any other modification or accord between ePages and the Customer must be made in writing to be considered valid. This equally applies to the rescission of this obligation.
  
- 2) The General Terms and Conditions shall be governed by English law and any dispute arising from, or related to, this contract shall be subject to the exclusive jurisdiction of the courts of England and Wales.
  
- 3) Except where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.
  
- 4) All Agreements that contain a change, an addition, a clarification or a specification related to these General Terms and Conditions, as well as any promises, side letters or agreements, must be made in writing to be considered valid.
  
- 5) The invalidity or unenforceability for any reason of any provision of these General Terms and Conditions shall not prejudice or affect the validity or enforceability of its other provisions. The same applies if it is determined that these General Terms and Conditions contain an omission. If an omission is found, the parties hereby agree to find a solution that most closely matches the result that would have been reached, had the parties documented the issue within the body of these General Terms and Conditions.

ePages GmbH  
Pilatuspool 2  
20355 Hamburg  
Germany

# ePages End User License Agreement

## § 1 Rights and Limitations

(1) ePages hereby grants to the User a single, non-exclusive licence to use the software. This licence includes the right to install and use the software in accordance with the scope defined in the purchase or rental agreement, as well as in accordance with the technical documentation for the specific licence, purchased or rented. The user of the software is strictly obliged to observe and respect all contractual and technical limitations related to the use of the software.

(2) The User is entitled to transfer the software to a third party. The User shall ensure that the third party is familiar with the terms of the ePages EULA and receives the associated technical documentation. In the event of transfer of the software, the original User shall destroy or transfer to the new User all backup copies of the software still in his/her possession. The original User shall observe all valid national and international export regulations when transferring the software to a third party.

(3) The transfer of the right of use as part of a continuous obligation (e.g. rental, leasing) for acquisition purposes and serving the economic interest of the User shall not be permitted, unless the User is an application service provider (ASP). In this case, the contractual partner of the ASP shall declare his consent to the ePages EULA. The ASP shall ensure that his contractual partner is aware of the ePages EULA and declares his consent thereto.

## § 2 Copyright/Property Rights of Third Parties

(1) The User hereby recognizes ePages title and copyrights in and to the software and therefore its rights as sole licensor. ePages rights as the sole licensor shall also apply to any software extensions supplied by ePages to the User, unless otherwise agreed in writing.

(2) The User hereby recognizes ePages' brand, trademark, name and patent rights with respect to the software and associated documentation. The User may not remove, modify or otherwise obscure any notice of copyright and/or other property rights included in the software itself or in the associated documentation.

(3) If ePages supplies licensed software from third parties, the User shall acknowledge the copyrights and industrial property rights of the said party.

(4) If ePages supplies licences Sybase software ("embedded license"), it may only be used in conjunction with ePages software.

## § 3 User's Rights of Reproduction

(1) The User shall have the right to reproduce the supplied software if such reproduction is necessary for using the software from the original data carrier to the mass memory of the hardware used and loading of the software into the working memory.

(2) In addition, the User shall have the right to reproduce the software for backup purposes. However, generally only one backup copy may be created and stored. This backup copy shall be clearly marked as a backup copy of the software provided by ePages.

(3) If, for reasons of data security or to ensure rapid reactivation of the computer system after a system failure, regular backup of the entire data resources, including the computer programs used, is indispensable, the User shall have the right to create the minimum number of backup copies required. The data carriers in question shall be indicated accordingly. The backup copies may only be used for purely archiving purposes.

(4) Further reproductions, which also include output of the program code to a printer and photocopying of the manual, may not be made by the User. Any additional manuals that are required for employees shall be obtained from ePages.

#### **§ 4 Decompiling and Program Modification**

(1) It is prohibited for the User to re-translate the program code(s) into other forms of code (decompiling) or to perform other methods of reverse engineering activities at the various production levels of the software, including any program modifications.

(2) Copyright notices, serial numbers and other features used for program identification may not be removed or changed.

(3) Removal of any copy protection or similar protective routines shall not be permitted without the knowledge and consent of ePages.

#### **§ 5 Vendor's Warranty**

(1) User warranty claims assume that the User has abided by his/her statutory obligations to control, check and report problems with the software, based on §377 HGB.

(2) If the software is defective, the User has the right to have the error corrected or to receive a new copy of the software, i.e. one which is free from the error. In the event that the User chooses to have the error corrected, all expenses related to correcting the error shall be paid by ePages, in particular the transportation, carriage, time and materials required. This applies as long as the logistics expenses are not artificially high because the product in question has been moved to a location different from the one at which the product was originally sold.

(3) If the correction or the new delivery do not solve the problem, the User has a right to demand either a refund or to terminate the corresponding contract.

(4) In the event that the User makes a warranty claim, ePages liability shall be limited to the statutory maximum liability for damage caused by intent or gross negligence from its agents or representatives. If there is no intentional breach of contract, the maximum liability shall be generally limited to the usual and customary damage amounts.

(5) In the event that ePages is responsible for a material breach in contract, its maximum liability shall be the statutory limits. This is generally limited to the usual and customary damage amounts.

(6) Unless otherwise agreed to in writing, all other liability is expressly and specifically excluded.

(7) A latent, potential liability remains, however, for bodily injury, death or other healthrelated

torts; this applies, in particular, to the mandatory statutory liability (Produkthaftungsgesetz).

(8) ePages product liability is limited to 12 months, beginning with delivery/handover of the product.

(9) The statutory time limit applies in the case of replacement deliveries. It is governed by §§478 and 479 BGB.

## **§ 6 Liability**

ePages specifically excludes any additional form of liability, beyond that specified in §5, independent of the legal nature of the issue. This particularly applies to liability for claims which existed at the time of the consummation of the contract, for other alleged contractual breaches or civil claims for property damage, in the sense of § 823 BGB.

(2) Insofar as the liability for ePages is deemed to be excluded or limited, the same applies to our employees, co-workers, labourers, subcontractors and agents.

## **§7 Contractual Penalties/Indemnification**

If a user of ePages' software infringes upon any of the conditions mentioned above, an indemnification shall become due in the amount of twice the list price of the corresponding licence. This indemnification shall not affect any other claims, penalties or other indemnification ePages may be entitled to.

## **§ 8 Final Provisions**

(1) German law shall apply to all claims arising from this ePages EULA. U.N. law on sales shall not apply.

(2) The place of jurisdiction shall be Hamburg, Germany.

(3) All agreements representing a modification, supplement or concretization of this ePages EULA, and any special promises or agreements, shall not be valid unless put in writing and signed by both parties.

(4) If a single provision in the present ePages EULA is invalid, the validity of the remaining provisions shall not be affected thereby. If the present ePages EULA has omitted a particular clause or concept, the parties agree to come to an arrangement which best approximates what the parties would have intended, had they considered the issue.

(5) If the User also applies his/her Standard Terms and Conditions and the contents of such are consistent with the ePages EULA, his/her Standard Terms and Conditions shall be deemed to have also been accepted. Inconsistent or contradictory individual clauses shall be dealt with through the provisions of standard contract law. The same shall apply if the User's Standard Terms and Conditions contain provisions which are not contained in the present ePages EULA. If the present ePages EULA contains provisions not contained in the User's Standard Terms and Conditions, the present provisions of the ePages EULA shall apply. (6) The User agrees not to knowingly supply the software directly or indirectly to countries that fall under United States export restrictions. In particular, the User agrees not to export the software to countries that fall under U.S. export restrictions or that are listed on the embargo list of the U.S. government (in its current form) for goods and services. At the time of print, this list includes Cuba, Syria, Iran, Iraq, North Korea and the Sudan.

Version: November 22, 2016

## Appendix: ePages CUSTOMER DOMAIN AGREEMENT

### CUSTOMER DOMAIN REGISTRATION PRODUCT AGREEMENT EXTENSION

ePages Software Ltd. (hereinafter referred to as "Parent") AND you (hereinafter referred to as "Customer")

HAVE

entered into a Customer Master Agreement ("Agreement") effective from date the Customer has completed the online checkout process on the <http://www.epages.co.uk> website of which this "Domain Registration Product Agreement Extension" is a part.

WHEREAS, Parent is authorized to provide Internet registration and management services for domain names, for the list of TLDs mentioned within APPENDIX 'B';

WHEREAS, the Customer wishes to purchase Registration and/or Management and/or Renewal and/or Transfer for the list of TLDs mentioned within APPENDIX 'B' through Parent;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Parent and the Customer, intending to be legally bound, hereby agree as follows:

#### 1. DEFINITIONS

(1) "TLD" refers to .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .US, .IN, .EU, .UK, .TRAVEL, .WS, .COOP, CentralNIC, .MOBI, .ASIA, .ME, .TEL, .MN, .BZ, .CC, .TV, .CN, .NZ, .CO, .CA, .DE, .ES, .AU, .XXX, .RU, .PRO, .SX, .PW, .IN.NET, .CO.DE, .LA, Donuts, .CLUB, .UNO, .MENU, .BUZZ, .LONDON, .BID, .TRADE, .WEBCAM, .CO.COM, .US.COM, .UK.COM, .GB.NET, .COM.DE, .CN.COM, .BR.COM, .GR.COM, .DE.COM, .AE.ORG, .QC.COM, .EU.COM, .SE.NET, .RU.COM, .HU.COM, .SE.COM, .NO.COM, .UK.NET, .SA.COM, .JPN.COM, .UY.COM, .KR.COM, .ZA.COM, .GB.COM, Rightside Registry and Radix Registry

(2) "gTLD" refers to .COM, .NET, .ORG, .BIZ, .INFO, .NAME, .TRAVEL, .COOP, .MOBI, .ASIA, .TEL, .XXX, .PRO, .BIKE, .CLOTHING, .GURU, .HOLDINGS, .PLUMBING, .SINGLES, .VENTURES, .CAMERA, .EQUIPMENT, .ESTATE, .GALLERY, .GRAPHICS, .LIGHTING, .PHOTOGRAPHY, .CONSTRUCTION, .CONTRACTORS, .DIRECTORY, .KITCHEN, .LAND, .TECHNOLOGY, .TODAY, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE, .CAREERS, .PHOTOS, .RECIPES, .SHOES, .CAB, .COMPANY, .DOMAINS, .LIMO, .ACADEMY, .CENTER, .COMPUTER, .MANAGEMENT, .SYSTEMS, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING, .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .REPAIR, .COFFEE, .FLORIST, .HOUSE, .INTERNATIONAL, .SOLAR, .HOLIDAY, .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS, .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT, .FOUNDATION, .EXPOSED, .CRUISES, .FLIGHTS, .RENTALS, .VACATIONS, .VILLAS, .TIENDA, .CONDOS, .PROPERTIES, .MAISON, .DATING, .EVENTS, .PARTNERS, .PRODUCTIONS, .COMMUNITY, .CATERING, .CARDS, .CLEANING, .TOOLS, .INDUSTRIES, .PARTS, .SUPPLIES, .SUPPLY, .FISH, .REPORT, .VISION, .SERVICES, .CAPITAL, .ENGINEERING, .EXCHANGE, .GRIPE, .ASSOCIATES, .LEASE, .MEDIA, .PICTURES, .REISEN, .TOYS, .UNIVERSITY, .TOWN, .WTF, .FAIL, .FINANCIAL, .LIMITED, .CARE, .CLINIC, .SURGERY, .DENTAL, .TAX, .CASH, .FUND, .INVESTMENTS, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .DEALS, .CITY, .HEALTHCARE, .RESTAURANT, .GIFTS, .CLUB, .UNO, .MENU, .BUZZ, .LONDON, .BID, .TRADE, .WEBCAM, .PRESS, .HOST, .WEBSITE, .PIZZA, .IMMO, .BUSINESS, .NETWORK, .WORLD, .DELIVERY, .ENERGY, .COACH, .MEMORIAL, .LEGAL, .MONEY, .TIRES, .DANCE, .DEMOCRAT, .IMMOBILIEN, .NINJA, .REVIEWS, .FUTBOL, .SOCIAL, .HAUS, .PUB, .MODA, .KAUFEN, .CONSULTING, .ACTOR, .ROCKS, .LAWYER, .ATTORNEY, .BET, .BLACK, .BLUE, .GREEN, .HEALTH, .KIM, .LGBT, .LOTTO, .LTD, .MEET, .MEMORIAL, .MLS, .PINK, .RED, .SHIKSHA, .HOW, .SOY, .TATTOO, .SEXY, .LINK, .GIFT, .GUITARS, .PICS, .PHOTO, .CHRISTMAS, .BLACKFRIDAY, .HIPHOP, .AUDIO, .JUEGOS, .HOSTING, .PROPERTY, .CLICK, .DIET, .HELP, .FLOWERS, .TOKYO, .NGO, .ONG, .WANG, .SPACE, .SITE, .TECH, .BINGO, .CHAT, .STYLE, .TENNIS, .APARTMENTS, .CASINO, .SCHOOL, .FOOTBALL, .GOLF, .TOURS, .GOLD, .PLUS, .BUILD, .LUXURY, .GLOBAL, .VEGAS, .BERLIN, .CAREER, .QUEBEC, .WIEN, .NYC, .PARTY, .CRICKET, .SCIENCE, .BEER, .CASA, .COOKING, .COUNTRY, .FISHING, .HORSE, .RODEO, .SURF, .VODKA, .ACCOUNTANT, .ADULT, .AIRFORCE, .AMSTERDAM, .ARMY, .BAND, .BEST, .BHARAT, .CAFE, .CAPETOWN, .COLLEGE, .COUPONS, .CYMRU, .DATE, .DEGREE, .DENTIST, .DESIGN, .DOG, .DOWNLOAD, .DURBAN, .ENGINEER, .EXPRESS, .FAITH, .FASHION, .FIT, .FRL, .FYI, .GARDEN, .GIVES, .HOCKEY, .IRISH, .JEWELRY, .JOBURG, .LOAN, .LOL, .LOVE, .MARKET, .MARKETS, .MBA, .MORTGAGE, .NAGOYA, .NAVY, .POKER, .PORN, .RACING, .REPUBLICAN, .REVIEW, .RUN, .SALE, .SHABAKA, .SHOW, .SOCCER, .SOFTWARE, .SOFTWARE, .TAXI, .TEAM, .THEATER, .TOP, .VET, .VIDEO, .VOTE, .VOTO, .WALES, .WEDDING, .WIN, .भारत, .ভারত, .ಭಾರತ, .ભારત, .بھارت, .இந்தியா, .भारत, .شبكة, .机构, .在线, .中文网, .组织机构, .OPR, .संगठन, .KIWI, .ONE, .CEO, .SKI, .WORK, .RICH, .ONL, .TIROL, .JETZT, .YOGA, .移动, .FANS, .ABOGADO, .MEN, .REHAB, .GAME, .NEWS, .LIVE, .ONLINE, .STUDIO, .MOVIE, .BRUSSELS, .VLAANDEREN, .COURSES, .STUDY, .FILM, .LTDA, .SLR, .BAYERN, .BIO, .ARCHI, .MELBOURNE, .SYDNEY, .CLOUD, .FAMILY, .CAR, .CARS and .AUTO

(3) "Domain Order" refers to an Order fulfilled by the Customer through the Parent under this Domain Registration Product Agreement Extension.

(4) "Registrant" refers to the registrant/owner of a Domain Order as in the OrderBox Database.



(5) "Registrar" refers to the Registrar of a Domain Order as in the OrderBox Database and/or shown in the Whois Record.

(6) Registry Operator refers to the Organisation/Entity that maintains the registry of a TLD of a Domain Order.

(7) "Whois Record" refers to the collection of all data elements of the Domain Order, specifically its Registrant Contact Information, Administrative Contact Information, Technical Contact Information, Billing Contact Information, Nameservers if any, its Creation and Expiry dates, its Registrar and its current Status in the Registry.

## 2. OBLIGATIONS OF THE CUSTOMER

(1) The Customer must ensure that the Registrant of each Domain Order must agree to be bound by the terms and conditions laid out by the Registrar of the Domain Name during the term of the Domain Order. The Customer must familiarize himself with such terms. The Customer acknowledges that the Registrar has various rights and powers as mentioned in the Registrar's terms and conditions. Parent is not liable for any action taken by Registrar pursuant to the Registrar's terms and conditions. The Customer acknowledges and agrees that the Customer shall indemnify Parent of, and shall be responsible for any liability resulting from Registrants' noncompliance with such terms and conditions.

(2) The Customer will not make any changes to any information associated with the Domain Order without explicit authorization from the Registrant of that Domain Order.

(3) The Customer must comply with all applicable terms and conditions, standards, policies, procedures, and practices laid down by ICANN, the Registrar and the Registry Operator.

## 3. RIGHTS OF PARENT

Parent and Service Providers, in their sole discretion, expressly reserve the right to freeze, delete, suspend, deny, cancel, modify, take ownership of or transfer any Domain Order, in order to comply with any applicable Dispute policies, requests of law enforcement, or in compliance with any Court Orders, or if Parent or Service Providers in their sole discretion determine that the information associated with the Domain Order is inaccurate, or has been tampered with, or has been modified without authorization, or if Parent or Service Providers in their sole discretion determine that the Domain Order ownership should belong to another entity, or if Customer/Customer/Registrant does not comply with any applicable terms and conditions, standards, policies, procedures, and practices laid down by Parent, Service Providers, ICANN, the Registrar and the Registry Operator. The Customer agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.

#### 4. SURVIVAL

In the event of termination of this Product Agreement Extension for any reason, Sections 2 and 3 shall survive.

## APPENDIX 'A'

### PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS

#### 1. DESCRIPTION OF SERVICES

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois Lookup Result of his domain name.

#### 2. IMPLEMENTATION DETAILS

a. Customer acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Parent, and

(1) any mail received via post at this Address would be rejected;

(2) any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;

(3) the sender of any email to an email address listed in the Whois of this privacy protected domain name, will get an automated response email asking them to visit the URL <http://www.privacyprotect.org/> to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via <http://www.privacyprotect.org/> to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.

b. Customer agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, of a privacy protected Domain Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Parent and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.

c. Customer understands that the Privacy Protection Service is only available for certain TLDs.

d. Irrespective of whether Privacy Protection is enabled or not, Customers and Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement.

e. Customer understands and acknowledges that Parent in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to:

(1) if Parent receives any abuse complaint for the privacy protected domain name, or

(2) pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency, or

(3) for the resolution of disputes concerning the domain name, or

(4) any other reason that Parent in its sole discretion deems appropriate to switch off the Privacy Protection Services.

### 3. OBLIGATIONS OF CUSTOMER

Customer must ensure that the Registrant of each Domain Order must also acknowledge and agree to be bound by the following terms and conditions. The Customer acknowledges and agrees that the Customer shall indemnify Parent of, and shall be responsible for any liability resulting from Customer's nondisclosure of these terms to Registrant of Domain Order.

### 4. INDEMNITY

Customer and Registrant agree to release, defend, indemnify and hold harmless Parent, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities, losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

## APPENDIX 'B'

### LIST OF TLDS PARENT IS AUTHORIZED TO PROVIDE DOMAIN NAME REGISTRATION AND MANAGEMENT SERVICES

- .COM, .NET (through Registrar <#=#domcno\_serviceprovidername#>)
- .ORG (through Registrar <#=#domorg\_serviceprovidername#>)
- .BIZ (through Registrar <#=#dombiz\_serviceprovidername#>)
- .INFO (through Registrar <#=#dominfo\_serviceprovidername#>)
- .NAME and .NAME Defensive Registrations and .NAME Mail Forwards (through Registrar <#=#dotname\_serviceprovidername#>)
- .US (through Registrar <#=#domus\_serviceprovidername#>)
- .IN (through Registrar <#=#dotin\_serviceprovidername#>)
- .EU (through Registrar <#=#doteu\_serviceprovidername#>)
- .UK (through Registrar <#=#dotuk\_serviceprovidername#>)
- .TRAVEL (through Registrar Directi Internet Solutions Pvt. Ltd. D/B/A PublicDomainRegistry.com)
- .WS (through Registrar <#=#dotws\_serviceprovidername#>)
- .COOP (through Registrar <#=#dotcoop\_serviceprovidername#>)
- CentralNIC (through Registrar <#=#centralnic\_serviceprovidername#>)
- .MOBI (through Registrar <#=#dotmobi\_serviceprovidername#>)
- .ASIA (through Registrar <#=#dotasia\_serviceprovidername#>)
- .ME (through Registrar <#=#dotme\_serviceprovidername#>)
- .TEL (through Registrar <#=#dottel\_serviceprovidername#>)
- .MN, .BZ (through Registrar <#=#afiliascctlds\_serviceprovidername#>)
- .CC, .TV (through Registrar <#=#namestoretlds\_serviceprovidername#>)
- .CN (through Registrar <#=#dotcn\_serviceprovidername#>)
- .NZ (through Registrar <#=#dotnz\_serviceprovidername#>)
- .CO (through Registrar <#=#dotco\_serviceprovidername#>)
- .CA (through Registrar <#=#dotca\_serviceprovidername#>)
- .DE (through Registrar <#=#dotde\_serviceprovidername#>)
- .ES (through Registrar <#=#dotes\_serviceprovidername#>)

.AU (through Registrar <#=#dotau\_serviceprovidername#>)  
.RU (through Registrar RU-Center)  
.XXX (through Registrar <#=#dotxxx\_serviceprovidername#>)  
.PRO (through Registrar <#=#dotpro\_serviceprovidername#>)  
.SX (through Registrar <#=#dotsx\_serviceprovidername#>)  
.PW (through Registrar <#=#centralnic\_serviceprovidername#>)  
.IN.NET (through Registrar <#=#indotnet\_serviceprovidername#>)  
.CO.DE (through Registrar <#=#codotde\_serviceprovidername#>)  
.LA (through Registrar <#=#centralnic\_serviceprovidername#>)  
DONUTS (through Registrar <#=#donuts\_serviceprovidername#>)  
.CLUB (through Registrar <#=#dotclub\_serviceprovidername#>)  
.UNO (through Registrar <#=#dotuno\_serviceprovidername#>)  
.MENU (through Registrar <#=#ari\_serviceprovidername#>)  
.BUZZ (through Registrar <#=#dotbuzz\_serviceprovidername#>)  
.LONDON (through Registrar <#=#dotlondon\_serviceprovidername#>)  
.BID (through Registrar <#=#dotbid\_serviceprovidername#>)  
.TRADE (through Registrar <#=#dottrade\_serviceprovidername#>)  
.WEBCAM (through Registrar <#=#dotwebcam\_serviceprovidername#>)  
RIGHTSIDE REGISTRY (through Registrar <#=#demandmedia\_serviceprovidername#>)  
RADIX REGISTRY (through Registrar <#=#centralnicnewgtlds\_serviceprovidername#>)  
.OOO (through Registrar <#=#namestorenewgtlds\_serviceprovidername#>)  
.DESI (through Registrar <#=#dotdesi\_serviceprovidername#>)  
Afilias New gTlds (through Registrar <#=#afiliasserviceprovidername#>)  
.SOY (through Registrar <#=#dotsoy\_serviceprovidername#>)  
UNIREGISTRY (through Registrar <#=#uniregistry\_serviceprovidername#>)  
GMO (through Registrar <#=#gmo\_serviceprovidername#>)  
PUBLIC INTEREST REGISTRY (through Registrar <#=#dotngo\_serviceprovidername#>)  
.WANG (through Registrar <#=#knet\_serviceprovidername#>)  
.BUILD (through Registrar <#=#ari\_serviceprovidername#>)  
.LUXURY (through Registrar <#=#ari\_serviceprovidername#>)  
.GLOBAL (through Registrar <#=#dotglobal\_serviceprovidername#>)

.VEGAS (through Registrar <#=#dotvegas\_serviceprovidername#>)  
.BERLIN (through Registrar <#=#dotberlin\_serviceprovidername#>)  
.CAREER (through Registrar <#=#namestorenewgtlds\_serviceprovidername#>)  
.QUEBEC (through Registrar <#=#dotquebec\_serviceprovidername#>)  
.WIEN (through Registrar <#=#dotwien\_serviceprovidername#>)  
.NYC (through Registrar <#=#dotnyc\_serviceprovidername#>)  
TOP LEVEL DOMAIN HOLDINGS LIMITED (through Registrar <#=#mindsandmachines\_serviceprovidername#>)  
.CAPETOWN (through Registrar <#=#dotcapetown\_serviceprovidername#>)  
.DURBAN (through Registrar <#=#dotdurban\_serviceprovidername#>)  
.JOBURG (through Registrar <#=#dotjoburg\_serviceprovidername#>)  
.ADULT (through Registrar <#=#dotadult\_serviceprovidername#>)  
.PORN (through Registrar <#=#dotporn\_serviceprovidername#>)  
.VOTE (through Registrar <#=#dotvote\_serviceprovidername#>)  
.VOTO (through Registrar <#=#dotvoto\_serviceprovidername#>)  
.SHABAKA (through Registrar <#=#ari\_serviceprovidername#>)  
.BEST (through Registrar <#=#dotbest\_serviceprovidername#>)  
.भारत (through Registrar <#=#dotbharat\_serviceprovidername#>)  
.KIWI (through Registrar <#=#dotkiwi\_serviceprovidername#>)  
.ONE (through Registrar <#=#ari\_serviceprovidername#>)  
.SKI (through Registrar <#=#dotski\_serviceprovidername#>)  
TLD REGISTRY LTD. (through Registrar <#=#dotchineseonline\_serviceprovidername#>)  
.RICH (through Registrar <#=#dotrich\_serviceprovidername#>)  
.ONL (through Registrar <#=#dotonl\_serviceprovidername#>)  
.TIROL (through Registrar <#=#dottiro|\_serviceprovidername#>)  
.移动 (through Registrar <#=#afilias\_serviceprovidername#>)  
.FANS (through Registrar <#=#dotfans\_serviceprovidername#>)  
.YOGA (through Registrar <#=#mindsandmachines\_serviceprovidername#>)  
.GAME (through Registrar <#=#uniregistry\_serviceprovidername#>)  
.LIVE (through Registrar <#=#demandmedia\_serviceprovidername#>)  
.MEN (through Registrar <#=#ari\_serviceprovidername#>)

.NEWS (through Registrar <#=#demandmedia\_serviceprovidername#>)

.ONLINE (through Registrar <#=#centralnicnewgtlds\_serviceprovidername#>)

.REHAB (through Registrar <#=#demandmedia\_serviceprovidername#>)

.STUDIO (through Registrar <#=#demandmedia\_serviceprovidername#>)

.BIO (through Registrar <#=#dotbio\_serviceprovidername#>)

.ARCHI (through Registrar <#=#dotarchi\_serviceprovidername#>)

.FAMILY (through Registrar <#=#demandmedia\_serviceprovidername#>)

.CO.COM (through Registrar <#=#centralnic\_serviceprovidername#>)

.JOBS (through Registrar <#=#namestoretlds\_serviceprovidername#>)



## APPENDIX 'C'

### VERISIGN MOBILEVIEW SERVICE SPECIFIC CONDITIONS

#### 1. DESCRIPTION OF SERVICES

The Verisign MobileView Service creates a mobile-friendly version for your .COM and .NET website.

#### 2. IMPLEMENTATION DETAILS

Registrant agrees that Verisign may store the following data elements about any MobileView-enabled domain name:

- a. General Details (Company Name, Description and Company Logo);
- b. Contacts (Phone, Email and Address);
- c. Social (Facebook and Twitter URL);
- d. Products (Product Name, Description, Price and Image);
- e. Business Hours (Title and Hours of Operation);
- f. Coupons (Name, Description, Disclaimer, Image, Start and End Date).
- g. Usage information:
  - (1) Number of hits for any given domain name;
  - (2) User agent (where the request is coming from);
  - (3) Crawling website to collect website information.

### 3. DATA USAGE

Registrant agrees and acknowledges the following terms of data usage by Verisign:

(1) The data will be used to display to the end users and not used for any other internal purposes. This data is all publicly available on the internet and/or customer website.

(2) Customer information is used to create and maintain accounts as well as contacting Customers in case of any problems with accounts, provide technical support, conduct surveys and other similar activities.

(3) Verisign may use data for statistical analysis purpose to understand the Verisign MobileView adoption rate, trend by TLD's etc. in order to make improvements to our services.

(4) Verisign may also use data collected under the IMPLEMENTATION DETAILS, in accordance with the terms of their privacy policy as set forth at [http://www.verisigninc.com/en\\_US/privacy/index.xhtml](http://www.verisigninc.com/en_US/privacy/index.xhtml).

### 4. DATA RETENTION

Registrant acknowledges that Verisign may retain some data that has been anonymized under the IMPLEMENTATION DETAILS, as well as retain statistical information derived from aggregated data, even after the MobileView Service has been cancelled.

### 5. DATA TRANSFER

Registrant acknowledges that Verisign may transfer data collected under the IMPLEMENTATION DETAILS across International boundaries.