

# Registration Agreement for .MOBI

## 1. DEFINITIONS

1.1 As used in this Registration Agreement, the following terms shall have the following meanings:

- a) **"Registrant"** means the person or organization purchasing a domain name;
- b) **"Registrar"** means the entity that contracts with the domain name holder and Registry Administrator, collects registration data about the domain name holder and submits zone file information for entry in the Registry database;
- c) **"Registry Administrator"** means the Top Level Domain Authority administering the domain names purchased by the Registrant;
- d) **"WHOIS service"** means an interactive, query-based and publicly accessible Internet utility that returns information about the ownership, contact details and availability of a domain name or IP address.

## 2. THE CONTRACTING PARTIES

2.1. This Registration Agreement is made between you (the **Registrant**) and HOSTBASKET NV. You, the Registrant, are the sole responsible contracting party under this agreement for the obligations of the Registrant and shall remain so, even if you license use of the domain name to a third party, or if the domain name is registered for you by an agent acting on your behalf.

2.2. This agreement enters into force when you or your agent submit(s) your application for a domain name registration to HOSTBASKET NV.

2.3. The agreement may be subject to changes due to modifications in ICANN or Registry Administrator policies to which Registrar must abide. Amendments to this Agreement shall take effect after publication of the amended terms and conditions of the Registration Agreement on the website of HOSTBASKET NV.

## 3. AGENTS

3.1. (a) If your application for registration of the domain name is submitted on your behalf by an agent (e.g. an Internet Service Provider or employee), you will nonetheless be bound by all terms and conditions in this Agreement, including the **Uniform Domain Name Dispute Resolution Policy** referred to in Section 11.

3.1. (b) If you are an agent submitting a domain name application on behalf of someone else, you may not submit such application without the permission and knowledge of that person and/or the final user of such domain name. Breach of this term shall entitle Registrar and/or the Registry Administrator to cancel your application or registration.

3.2. By submitting the application, the agent represents and warrants that (i) the agent is authorized to apply for the domain name and Registrar's services on your behalf; (ii) the agent is authorized to commit you to the terms and conditions of this Agreement; and (iii) the agent has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any acts or omissions of your agent.

3.3. Your use or continued use of HOSTBASKET NV's services and/or the relevant domain name ratifies any unauthorized actions of an agent on your behalf.

3.4. Registrar will not refund fees paid by you or the agent for any reason, including, but not limited to, the agent's failure to comply with the terms and conditions of this Agreement, the agent's provision of inaccurate information in the application process or the agent's incorrect change or modification of the domain name record.

## 4. RESPONSIBILITIES OF REGISTRAR

4.1. It is the responsibility of Registrar to submit zone file information for entry in the Registry database. Registrar accomplishes this obligation by submitting to Registry Administrator the domain name, the name server information and other information necessary for the creation and maintenance of the domain name, including the personal data submitted by you or on your behalf by your agent.

## 5. PERSONAL DATA PROVIDED BY YOU

5.1. You and your agent shall ensure that your domain name application contains accurate and reliable contact details. You shall ensure that you or your agent promptly correct and update such contact details during the term of the domain name registration, including but not limited to

- a) your full name, postal address, e-mail address, voice telephone number, and (where available) fax number,
- b) information required by Registry Administrator, e.g. company papers or trademark certificates, and
- c) in the case that you are an organization, association, or corporation, the name of an authorized person for contact purposes.

5.2. The willful provision of inaccurate or unreliable information by you or your agent; the willful failure of you or your agent to promptly update information provided to HOSTBASKET NV, or the failure by you or your agent to respond for over fifteen (15) calendar days to inquiries by HOSTBASKET NV concerning the accuracy of the information associated with your registration, shall constitute a material breach of this contract, and shall entitle Registrar to cancel the domain name registration.

## 6. USE OF PERSONAL DATA

6.1. Personal data provided to HOSTBASKET NV and/or Registrar by you or your agent will be

- a) submitted to Registry Administrator for registry use;

- b) made publicly available through Registrar's WHOIS service as required by ICANN, and
- c) used by Registrar for inclusion in registers and databases produced by Registrar or its Partners.

6.2. By submitting your application for a domain name registration to HOSTBASKET NV or authorizing your agent to submit such application on your behalf you consent to the data collection and processing referred to in Section 6.1. above.

6.3. You agree and represent that notice concerning the use of personal data as described in Section 6.1. above has been given to any third party individuals whose personal data are supplied to HOSTBASKET NV by you or by your agent, and that you have obtained the consent to use equivalent to that referred to in Section 6.2, from any such third party individuals.

6.4. Registrar will take reasonable precautions to protect personal data from loss, misuse, unauthorized access or disclosure, alteration or destruction. Registrar will not process the personal data collected from you in a way incompatible with the purposes referred to in Section 6.1 above.

#### 7. YOUR WARRANTIES AND OBLIGATIONS

7.1. When applying for a domain name, either yourself or through an agent, you represent and warrant that:

- a) the statements made in the application are complete and accurate and you will immediately correct and update the registration information for the domain name during the registration period, and refer to : <http://mtld.mobi/files/Registrant-Agreement-text.pdf> (sec. 3.8.6)
- b) to your knowledge, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party;
- c) you will not knowingly use the domain name in violation of any applicable laws or regulations, and that
- d) you are not registering the domain name for an unlawful purpose.

7.2. You shall abide by any ICANN and/or Registry Administrator adopted policy prohibiting or restricting warehousing of, or speculation in, domain names by registrars. Further, you shall abide by the additional requirements set forth by ICANN and Registry Administrator: <http://mtld.mobi/files/Registrant-Agreement-text.pdf> (sec. 3.8.1 and 3.8.2/)

#### 8. LICENSE OF THE DOMAIN NAME

8.1. If you license use of the domain name to a third party you are nonetheless the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name.

8.2. If you license use of the domain name according to Section 8.1 you will nonetheless be liable for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the Party to a party providing you with reasonable evidence of actionable harm.

#### 9 YOUR RIGHTS TO THE DOMAIN NAME

9.1. You hold no rights over a domain name until Registry Administrator has accepted your application and filed a registration of the domain name.

9.2. Your registration of a domain name shall be subject to suspension, cancellation or transfer pursuant to any ICANN-adopted policy, or pursuant to any Registry Administrator or Registrar procedure not inconsistent with an ICANN-adopted policy,

- a) to correct mistakes by Registrar, Registry Administrator or HOSTBASKET NV in registering the domain name, or
- b) for the resolution of disputes concerning the domain name, and
- c) as further stipulated in the Registry Administrator regulations: <http://mtld.mobi/files/Registrant-Agreement-text.pdf> (sec. 3.8.4 / 3.8.7 / 3.8.8 / 3.8.9 / 3.9.1)

#### 10. PAYMENT & DELETION AND AUTO RENEWAL POLICY

10.1. Your registration of a domain name shall only be for fixed periods. At the conclusion of the registration period, failure by or on behalf of You to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration. In the event that ICANN adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy.

#### 11. DISPUTE RESOLUTION POLICY

11.1. By committing yourself to this Registration Agreement, you agree to be bound by the **Uniform Domain Name Dispute Resolution Policy** adopted by the Internet Corporation for Assigned Names and Numbers (ICANN), and which is incorporated by reference into this Registration Agreement and with reference to <http://mtld.mobi/files/Registrant-Agreement-text.pdf> (sec. 3.8.5)

If you have applied for one or more Country Code Top Level Domains (e.g. dk/de/co.uk), you are furthermore bound by the dispute resolution policies adopted by the **Registry Administrators** administering the domain names you are applying for (please see your registration details).

11.2. In relation to disputes concerning or arising out of use of the domain name, you agree to submit without prejudice to potentially available other jurisdictions, to the jurisdictions of the courts of your domicile and where Registrar is located.

#### 12. LIMITATION OF LIABILITY

12.1. Under no circumstances shall Registrar be liable for any special, incidental or consequential damages, or for interrupted communications, lost data or lost profits incurred by you as a result of, or in connection with the domain name registration, hereunder, but not limited to,

- a) the domain name's suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by ICANN or Registry Administrator or due to practices, customs or prejudices of Court of Laws or Dispute Resolving Arbitrators;
- b) Registration Authority's refusal of granting you the domain name for whatever reason.

12.2. Authoritative information concerning the registrant of a domain name and availability of a domain name is acquired only at Registry Administrator's WHOIS database, and information depicted in Registrar's or HOSTBASKET NV's WHOIS databases may therefore not be conclusive on this matter.

#### 13. INDEMNIFICATION

13.1. You agree to indemnify, defend and hold harmless Registry Administrator and Registrar as well as their 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 related to the domain name registration, and as further stipulated by Registry Administrator:

<http://mtld.mobi/files/Registrant-Agreement-text.pdf> (sec. 3.7 and 3.7.1)

#### 14. BREACH OF CONTRACT

14.1. Failure to abide by any Section of this Registration Agreement, the Uniform Domain Name Dispute Resolution Policy or Registry Administrator's Registration Policy is considered a material breach that will be sufficient basis for Registrar's cancellation of the domain name registration.

14.2. HOSTBASKET NV shall provide a notice to you in which the breach is described. If within thirty (30) days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to Registrar, that you have not breached your obligations, then Registrar is entitled to delete your registration of the domain name. A breach by you shall not be deemed to be excused simply because Registrar did not act earlier in response to that, or any other, breach by the you.

#### 15. NOTIFICATION

15.1. Any notices required or permitted under this Registration Agreement may be sent to either Party via mail, facsimile or email. Notice to you may be sent to the addresses depicted in your contact details at the date of the notice, **including your email-address**. Notice given to Registrar via email shall be sent to the address [legal@ascio.com](mailto:legal@ascio.com) and be in the English language. Notice given to HOSTBASKET NV via email shall be sent to the address [domainsupport@hostbasket.com](mailto:domainsupport@hostbasket.com).

15.2. Notice given by facsimile or email is deemed given on the day the facsimile or email is successfully transmitted.

#### 16. SEVERABILITY

16.1. The terms of this Registration Agreement are separable. If any term or section is declared invalid, it shall not affect the remaining terms or sections, which shall continue to be binding.

#### 17. ENTIRETY

17.1. This Registration Agreement and the **Uniform Domain Name Dispute Resolution Policy** are the complete and exclusive agreements between you and Registrar regarding your domain name registration.

#### 18. GOVERNING LAW AND VENUE

18.1. Any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by the courts of Gent (Belgium).