Conditions particulières applicables aux noms de domaine en .MOBI

Le Client reconnait avoir pris connaissance et accepter les conditions suivantes édictées par le registre officiel, « DOT.MOBI » applicables à l'enregistrement des noms de domaine en .MOBI :

REGISTRANT'S OBLIGATIONS TO THE REGISTRY OPERATOR:

OBLIGATIONS OF REGISTRAR

3.1 Accredited Registrar. During the Term of this Agreement, Registrar shall at all times maintain in force and effect its accreditation by I CANN as a registrar for the Registry TLD.

3.2 Communication with Registered Name Holder. Registrar shall not communicate any information to a Registered Name Holder which is in consistent or otherwise not in compliance with (i) a Policy; (ii) the terms of this Agreement; or (iii) operational standards, procedures and practices for the Registry TLD established from time to time by the Registry Operator. Registrar shall facilitate Registry Operator communication with Registered Name Holder (e.g., for request(s) for additional information regarding compliance requirements) as Registry Operator desires for performance or promotion of Registry Services or other services, in complying with Policy or in complying with law enforcement or a court order.

3.3 Registrar Cooperation. Registrar, its employees, contractors, agents and delegets, shall not impede Registry Operator's performance under this Agreement and shall reasonably cooperate with Registry Operator in furtherance of such performance.

3.4 Registry Policies. Registrar shall comply with all Registry Policies, including the style guides set forth therein:

3.4.1 Prior to commencing registration activities, Registrar shall establish a dotmobi website that complies with Registry Policies.

3.4.2 Registrar shall be licensed to display a ".mobi certified" logo on its website after it has completed all the necessary steps for dotmobi certification and the establishment of the website described in 3.4.1 above.

3.4.2.1 Additional certification levels, along with policies, rules, and guidelines therein, may be instituted by the Registry following a thirty days notice period and the additional compliance procedures of Section 10.2 below. Additionally, the notice, along with the information pertaining to the additional certification levels will be posted on the www.mtld.mobi website.

3.4.3 Registrar's license to use the "dotmobi certified" logo shall terminate immediately in the event of Registrar's material violation of this Agreement, including without limit failure to enforce Registry Policies or make any payments due to Registry Operator hereunder.

3.4.4 Registrar shall be responsible for promptly communicating to the Registrant any non-compliant activity that the Registry might identify, and working with the Registrant to bring the website into compliance with the Style Guide.

3.5 Registrar Responsibility for Customer Support. Registrar shall provide such customer support as is reasonably needed to receive, accept, and process registrations from qualified entities and individuals desiring to become Registered Name Holders, and to receive, accept, and process orders for cancellation, deletion or transfer of Registered Names. Throughout the term of their registration,

Registrar shall provide Registered Name Holders reasonable customer service (including domain name record support) and billing and technical support. In addition, the Registrar will reasonably cooperate with the Registry Operator in marketing campaigns or community outreach programs that the Registry Operator may commence from time to time.

3.6 Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder sufficient to bind such Holder. The initial form of Registrar's registration agreement is attached as Exhibit B (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is consistent with ICANN Requirements and is furnished to the Registry Operator at least fourteen (14) calendar days in advance of the use o f such amended registration agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall include in its registration agreement those terms required by this Agreement (including, without limitation, Sections 3.7 and 3.8) as set forth in the Registry Policies and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement, and shall not amend such terms without the express written consent of Registry Operator.

3.7 Indemnification Required of Registered Name Holders. Registrar's registration agreement with each Registered Name Holder shall obligate such Registered Name Holder to 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. The registration agreement shall furth er require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.7.1 Indemnification of Registry Services Provider. The Registrar, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to 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. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.8 Compliance with Terms and Conditions. To the extent Registry Policies are applicable to or contemplate compliance by Registered Name Holders, Registrar shall, in the manner set forth by Registry Operator from time to time in the Registry Policies, obligate such Registered Name Holders to adhere to Registry Policies. ,Furthermore, and in addition to the provisions of Subsection 3.6 and 3.7, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.8.1 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;

3.8.2 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; and 3.8.3 The following provision: "Notwithstanding an ything 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 [Registrar's name] Mailclub SAS, 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."

3.8.4 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;

3.8.5 Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (« UDRP »);

3.8.6 Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name.; and

3.8.7 Agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without l imitation 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.

3.8.8 You hereby 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. The Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

3.8.9 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.