

Key End User Licence Terms (Subject to change from time to time)

1. Structure

The Service shall be licensed from the Reseller to the End User under an end user agreement (the “**End User Agreement**”). dotMobi shall not be party to the End User Agreement and the End User will not be given any right by the Reseller to take an action directly or indirectly against dotMobi, whether in the End User Agreement or otherwise.

Reseller accepts that that dotMobi may modify the terms from time to time.

2. License Terms

The Reseller shall include in its End User Agreement terms equivalent to the following:

- 2.1 The End User shall be granted a personal, revocable, non-exclusive, non-transferable, non-assignable, non-sub licensable license, to use the Service. In certain circumstances, dotMobi may permit assignability of the license at its sole discretion.
- 2.2 The End User shall during the continuation of the End User Agreement, to the extent reasonably possible, effect and maintain adequate security measures to safeguard the Service from use by any unauthorized person.
- 2.3 Save as may be expressly permitted by law, the End User may not disassemble, decompile, or reverse engineer the Service. The End User shall not alter, modify, adapt or translate the whole or any part of the Service in any way whatsoever. Save as may be expressly permitted by law, the End User may not create derivative works based on the Service. Except as may be expressly permitted in this Agreement, the End User may not rent, lease, assign, dispose of, novate, sub-licence or otherwise transfer any of its rights to use the Service to any third party.

3. Warranty, Indemnity and Obligations:

To the extent that the End User Agreement contains warranties in excess of the warranties provided by dotMobi to the Reseller under the Agreement in terms of scope, duration or otherwise, unless otherwise agreed by dotMobi in writing, the Reseller shall have no claim against dotMobi in the event of a breach of such excess warranties.

To the extent that the End User Agreement contains warranty breach remedies in excess of the warranty breach remedies to be provided by dotMobi to the Reseller under the Agreement, the Reseller shall have no claim against dotMobi for failure to provide such excess warranty breach remedies.

The End User Agreement shall contain an Intellectual Property rights infringement indemnity pursuant to which the Reseller and/or its licensors may elect to modify or replace the Service as a result of any third party Intellectual Property rights infringement issue relating to the Service.

4. Liability

To the extent permitted by law, in no event shall dotMobi have any liability (whether direct or indirect) to the End User for loss or damage. The End User Agreement will disclaim, exclude and limit the liability of the Reseller’s licensors at least to the same extent that dotMobi’s liability is disclaimed, excluded and limited under the Agreement.

5. Proprietary Rights

The Reseller shall include in the End User Agreement terms whereby: (i) the Service supplied by the Reseller (including software of its licensors) are represented as owned by the Reseller or its licensor and/or others and are proprietary in nature; and (ii) the Reseller and/or its licensor and/or its suppliers 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 Services.

6. Fair Use Policy

In the event that the volume of traffic to an End User using the Service is sufficient so as to jeopardize the provision of Service for other end users, dotMobi reserves the right to, at its sole discretion, permanently or

temporarily, discontinue the Service to that End User. For the avoidance of doubt, the volume of traffic generated by an End User should not exceed 2,000 page views per day.

7. **Acceptable Use Policy**

The End User agrees that its access to and right of use of the Service may be suspended and/or terminated if the End User is found to be using the Service in association with activities which may be detrimental to the Reseller 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 End User transacts their 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 by the End User is suspended and/or terminated for spam or morally objectionable activities, no refund shall be due to the End User.

8. **Registrar Transfers**

Should a dotMobi domain to which the Service is being provided be transferred to another domain name registrar, the Service will be interrupted for that End User on that dotMobi domain, and Service will not be restored if the new registrar does not offer the Service.

9. **Service Branding**

The End User accepts that the text "Instant Mobilizer by dotMobi" or equivalent, is inserted at the footer of the adapted site.

10. **Updates**

As part of the provision of the Service to the End User, updates to the Service will take place from time to time (the "Updates"). Updates are generally designed to improve, enhance and further develop the 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 to the Service at its absolute discretion and the End User shall agree to receive such Updates on the above terms as part of its use of the Service.