

End User Licence Agreement (EULA)

This EULA (hereinafter referred to as the “Agreement” is a legally binding contract between you as a person or legal entity and ePages GmbH and its affiliated companies (“Licensor”).

BEFORE YOU BEGIN TO DOWNLOAD THE COPYRIGHTED SOFTWARE YOU HAVE RECEIVED FROM THE LICENSOR (the “SOFTWARE”), BEFORE YOU PROCURE THE LICENCE KEY FOR THE SOFTWARE OR BEFORE YOU BEGIN TO USE THE SOFTWARE, PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY.

THIS SOFTWARE IS PROTECTED BY MULTIPLE INTERNATIONAL COPYRIGHTS. THE CONDITIONS OF THIS CONTRACT GRANT YOU A LICENCE FOR YOUR USE OF THE SOFTWARE. THE SOFTWARE IS NOT BEING SOLD TO YOU. BY DOWNLOADING THE SOFTWARE OR BY ACCEPTING A LICENCE KEY FOR THE SOFTWARE, YOU ACCEPT THE CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND BY THEM. IF YOU ARE NOT WILLING TO ACCEPT THE CONDITIONS OF THIS AGREEMENT AS BINDING, PLEASE CLICK BELOW ON THE BUTTON “I DO NOT ACCEPT”, TERMINATE THE DOWNLOAD PROCESS AND REFRAIN FROM ANY FURTHER ACCESS TO OR USE OF THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRETY OF THE RIGHTS AND OBLIGATIONS OF YOU AND THE LICENSOR RELATED TO THE SOFTWARE. IT REPLACES ANY AND ALL QUOTES, CONFIRMATIONS OR OTHER AGREEMENTS BETWEEN YOU AND THE LICENSOR OR AFFILIATED COMPANIES.

1 Licence

1.1 Single Licence Grant

The LICENSOR hereby grants you a single, limited, non-exclusive and non-transferable licence (right-of-use) to use the Software. The granting of this licence enables you to access the Software exclusively in machine readable object code form and includes the user manual that accompanies the Software (hereinafter referred to as “Documentation”). As end user, you hereby accept this grant. For the purposes of this Agreement, the term “Software” shall include all updates, add-ons, modifications, versions and additions to the Software or its Documentation that the Licensor makes available to you through his internet page. In spite of the previous disposition, the Licensor is in no way whatsoever obliged to provide updates, add-ons, modifications, versions and additions to the Software.



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1.2 Scope

You are authorized to use one copy of the Software by activating it through a licence key. You are permitted to use that copy on one single server that you have rented, that you own, or that is in some other manner controlled by you (virtual or physical). You may not use more than one copy of the Software simultaneously. If you have more than one licence key to the Software, by virtue of this Agreement, you are permitted to use as many copies of the Software as you have licence keys. For the purpose of this Agreement, the term “Use” shall be interpreted to mean loading or calling up the Software into the temporary or permanent memory of a computer. Installing the Software on a network server for the sole purpose of distributing the Software onto other computers is not considered “use” and is, therefore, authorized, so long as you have a separate licence key for each and every server onto which the Software is to be distributed. It is strictly prohibited to distribute the Software onto a large number of servers or to distribute it onto a number of servers beyond the number of licence keys which you possess. If you plan on using or distributing the Software between or to several users, you must make sure that the number of users does not exceed the exact number of licences you possess. Otherwise you are in breach of this Agreement.

1.3 Copying of and Modifications to the Software

You are not authorized to decompile, to disassemble, to decode, to reverse engineer or to otherwise transform the Software or the Licence key. You are also not authorized to modify or to change the Software or the Licence key in any way whatsoever. All copies of the Software, the Documentation and the licence keys are to retain all of the copyrights and other references to intellectual property that they originally had when you first received them. Unless otherwise specified in this clause, neither you nor anyone working under your auspices is authorized to make copies of the Software, the Documentation, the licence key(s) or any pieces thereof.

1.4 Transferability

Under the rights granted to you under this Agreement, you are only authorized to give, rent, lease or loan the Software, the Documentation or the licence keys to a third party if you have obtained written permission to do so from the LICENSOR.

2 Intellectual Property and Confidentiality

2.1 Record of Usage, Breach of Contract, Judicial Remedies

The LICENSOR reserves the right to collect data on the use of the licence(s), in particular the licence key numbers, server IP addresses, the number of domains in use with the keys and other



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relevant aspects, in order to ascertain whether or not the Software has been used according to the conditions of this EULA. The LICENSOR specifically and intentionally prohibits the simultaneous installation of multiple licences such that the maximum number of domains is exceeded, unless the LICENSOR has previously given its written permission to do so. Each and every unauthorized use of the Software, the Documentation and or the licence key(s) will be considered a breach of this EULA. If the LICENSOR discovers that end user has used the Software, the Documentation or licence key in an unauthorized fashion, the LICENSOR reserves the right to immediately invoice the excess usage at the then applicable list price of the product in question, or to exercise any other legal remedies available to him. You hereby accept the foregoing and agree to fulfil this aspect of this Agreement by not blocking the flow of data electronically or otherwise. You also understand that blocking the flow of data for the fulfilment of this contract will be considered breach of Agreement and will result in immediate termination (see Section 4).

2.2 Automatic Updates and Licence Expiry

You may have been issued a temporary licence, which means that the licence may expire at a certain point in time and may very well be deleted. If you have a permanent licence (not rented), the licence will be renewed automatically, unless the LICENSOR determines that the licence is being used in breach of contract. If your licence key has been stolen or if you believe that it may be misused or illegally used in a manner which is beyond your control, it is important that you contact your LICENSOR immediately. You will receive a replacement licence and the questionable licence will be terminated. If you have a rental licence, your monthly payment must have been received by the LICENSOR before the expiry date of the licence, in order for the update of the licence to work properly. In order to facilitate this process, the LICENSOR will receive system generated reminders that inform him about licences that are about to expire, so that he can intervene before licences are deleted. It is your responsibility to contact the Licensor to prevent licences to be deleted from the system, if you believe that this status is unjustified. The LICENSOR assumes no liability for damages or for expenses that may occur because of expired licences.

2.3 Copyrights and Trademarks

You understand and hereby confirm that the Software and the corresponding Documentation were developed by the LICENSOR or a third party, and that the comprehensive registrations throughout the European Union and abroad protect these rights. You also recognize that the Licensor is and shall remain the owner of the rights to the Software and the Documentation, in particular related to the intellectual property rights related to copyright, confidentiality, patent and trademark legislation. It is clear to you that by virtue of this Agreement, there is absolutely no transfer of property rights to you, rather you are simply granted a limited right to use the

Software for a limited period of time, based on the conditions of this Agreement. All copyright and trademarks used by the LICENSOR to fulfil this Agreement are its property or were given to it through a third party by virtue of a separate agreement. This Agreement does not transfer any other rights, licences or allocations on these marks, words, logos or drafts. In the same vein, within the context of this Agreement, you are not authorized to claim ownership to any rights, licences or partial ownership of similar or almost identical marks.

2.4 Confidentiality

You are only authorized to allow individuals to use the Software or to view the Documentation if they have appropriately procured a licence key. Unless otherwise specified in this Agreement, you are not authorized to make the Software or the Documentation available to any third party. You commit to using your best efforts to work with the LICENSOR to identify and to prevent unauthorized use of Software, the copying of the Software and the Documentation (or parts thereof).

3 Licensing Fees

Once you have received a (or several) licence key(s), the Software will be available to you. Once you have accepted this EULA, you can pay the licence fees to the Licensor and you can request the licence keys. The fee that you pay to the Licensor is in exchange for the licence granted by virtue of this Agreement. The Licensor grants no refunds. When you accept this Agreement, you simultaneously accept that once your payment for the licence has been accepted, you will have no legal recourse for a refund of part or all of the fee.

4 Terms and Termination

Once you have accepted this Agreement or once you have downloaded the Software, you will have accepted the conditions of this EULA the moment you access and use the Software. Furthermore, this Agreement shall remain in force for as long as you possess a valid licence key or until this Agreement will be terminated, the latter of which will mean the immediate deletion of the your rights of use. Notwithstanding all other rights, this Agreement shall be automatically terminated if you do not respect the limitations and restrictions contained within this EULA. Furthermore, if you rent the Software and do not pay the fee for the rental, the LICENSOR is authorized to turn off the licence. You have the right to terminate this EULA at any time by: (i) sending a letter of termination to the LICENSOR; (ii) either by sending the Software, the Documentation—as well as all copies of both—and the corresponding licence keys to the LICENSOR, or through the destruction of any and all materials related to the Software and to provide the LICENSOR with written proof that the items have, indeed, been destroyed. If you are



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in breach of this Agreement, the LICENSOR is authorized to terminate this EULA, by notifying you in writing of your breach and of his decision to terminate. You hereby agree in such cases to return the Software, the Documentation—as well as all copies of both—and the corresponding licence keys to the LICENCEOR. Alternatively, in such cases, you can destroy any all of these materials, as long as you provide the LICENSOR written proof that the items have, indeed, been destroyed.

5 Judicial Remedies, Indemnity

5.1

If you become aware of actual or potential piracy related to the Software, or if you are sued because of alleged piracy or IP related violations from a third party, you must contact your LICENSOR immediately and you must take all reasonable steps to mitigate potential losses. The LICENSOR, at his discretion, will decide which measures to take. The LICENSOR will also assume the costs of the defense and the costs of the trial (with the exception of the costs that are related to the negligence, willful conduct, or modifications of the Software itself by you). If a competent court should decide that the rights of a third party were indeed infringed upon, the LICENSOR shall either procure the right to use the Software; or change the Software such that there is no longer any infringement. These are your sole remedies in relation to any infringement of the Software.

5.2

You agree to indemnify and to keep indemnified and hold the LICENSOR, its affiliated companies, subsidiaries, and parent companies, including all members of its management and employees, harmless from all monetary claims, court costs, individual and/or personal liability, loss, compensatory or punitive damages, court orders, monetary penalties, expenses—in particular, those related to attorneys fees (collectively referred to as „compensatory claims“) that result from the use of the Software by you, from a party related to you, or through a party who acts on your behalf in a manner that is not expressly authorized by virtue of this Agreement. Furthermore, you hereby agree to fund the defense of such claims.

6. Liability Exclusion

THE SOFTWARE AND THE DOCUMENTATION ARE LICENCED TO YOU “DEFECT FREE”. THE LICENSOR HEREBY SPECIFICALLY EXCLUDES ANY AND ALL OTHER LIABILITY WHATSOEVER, EXPRESSED OR IMPLIED, REGARDING THE MARKETABILITY OF THE PRODUCT QUALITY OR ANY FORM OF FIT-FOR-PURPOSE ASSUMPTION, TO THE EXTENT THAT IS LEGALLY PERMISSIBLE.

WITHOUT LIMITATION OF THE AFOREMENTIONED; THE LICENSOR EXPRESSLY REJECTS ANY FORM OF WARRANTY WHATSOEVER, THAT THE SOFTWARE SUITS YOUR PERCEIVED NEEDS OR THAT THE SOFTWARE RUNS WITHOUT INTERRUPTION OR BUG-FREE. BY VIRTUE OF THIS AGREEMENT, YOU ASSUME THE RESPONSIBILITY FOR YOUR CHOICE OF SOFTWARE, THAT IN TURN IS SUPPOSED TO ACHIEVE THE RESULTS OR GOALS YOU HAVE SET. YOU ALSO ASSUME THE ENTIRE RESPONSIBILITY FOR THE RESULTS OF YOUR USE OF THE SOFTWARE. FINALLY, YOU; AS THE END USER, ASSUME THE ENTIRE RESPONSIBILITY FOR THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

7 Limitations to Liability

THE ENTIRE LIABILITY OF THE LICENSOR TOWARDS YOU OR TO PARTIES RELATED TO YOU FOR LOSS OR DAMAGES THAT RESULT FROM SUITS, RECEIVABLES, OR FOR LITIGATION THAT RESULTS FROM THE CONTENT OF THIS AGREEMENT—IN PARTICULAR THE EXCLUSIONS TO LIABILITY RELATED TO IP RIGHTS—ARE LIMITED TO THE LICENCE FEES YOU HAVE PAID TO THE LICENSOR DURING THE TERM OF THE LICENCE. THIS LIMITATION PARTICULARLY APPLIES TO ALL LITIGATION OR LIABILITY CLAIMS BASED ON BREACH OF CONTRACT, WARRANTY ISSUES, INDEMNITY BASED ON LIABILITY EXCLUSIONS, NEGLIGENCE, GENERAL LIABILITY, FRAUDULENT MISREPRESENTATION AND OTHER TORTS. THE LICENSOR SHALL NOT BE LIABLE TO YOU OR TO ANY PARTY RELATED TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXTENDED, PUNITIVE, FINE-RELATED DAMAGES. DAMAGES RELATED TO LOSS OF INCOME OR PROFIT ARE EQUALLY EXCLUDED. ALL OF THESE EXCLUSIONS APPLY, EVEN IF YOU ADVISED THE LICENSOR ABOUT THE CORRESPONDING RISKS AHEAD OF TIME.

8 Final Provisions

8.1 Jurisdiction and Venue

The laws of England shall apply to this Agreement. Any dispute arising from or related to, this Agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

8.2 Severability

The invalidity or unenforceability for any reason of any provision of this Agreement in any court, or at administrative level shall not prejudice or affect the validity or enforceability of its other provisions. In such cases, the Parties hereby agree to find a compliant solution that economically and legally most closely matches the original provision.



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8.3 Survivability

Sections 2,5,6,7 and 8 of this Agreement as well as all paragraphs contained within these sections shall survive the termination thereof, regardless of the reason for termination. These clauses shall remain permanently binding on the parties.

8.4 Headings

The headings in this Agreement are for convenience purposes only and shall have no effect on the meaning or interpretation of this Agreement.

8.5 Abandonment

If one of the Parties waives its rights within the context of this Agreement or decides to not enforce his rights thereof, the Parties agree that this waiver shall not be interpreted as a waiver of future rights or of the enforceability of such rights if breaches occur in the future.

8.6 Changes

The LICENSOR has the right, at his sole discretion, to occasionally change or supplement this Agreement. In the event of conflicts between this Agreement and a more current version of this EULA, the version on the home page of the LICENSOR shall apply. If you are not in agreement with the changes or supplements to the Agreement, this licence will be immediately terminated, per Section 4.

8.7 Taxes

In addition to the licence fee, you are responsible for all VAT, excise, transfer and other taxes and fees (with the exception of income taxes related to the LICENSOR) related to or that become due by virtue of this Agreement, independent of what the specific name of such taxes and fees may be. You agree to reimburse the LICENSOR the amounts related to your transactions that generate such taxes that are directly assessed and paid or that will be assessed and paid by the LICENSOR.

8.8

Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

ACCEPTABLE USE POLICY

PLEASE READ CAREFULLY BEFORE USING OUR SERVICES.

THIS FORM OF ACCEPTABLE USE POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND TELEFÓNICA IRELAND LIMITED ("Telefónica Ireland Limited", "WE" OR "US") a provider of retail web hosting, e-mail, electronic commerce, and domain name services ("**Services**").

A. ACCEPTANCE:

- 1. YOU AGREE TO REFRAIN FROM THE FOLLOWING EXAMPLES OF PROHIBITED CONDUCT;**
- 2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO TELEFÓNICA IRELAND LIMITED THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY; AND**
- 3. IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY PLEASE DO NOT USE OUR SERVICES.**

B. PROHIBITED CONDUCT

You will violate this Policy if you engage in the following examples of prohibited activities while using our Services:

(a) Spamming

- (i) Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming")**

(ii) Maintaining an open SMTP relay

(b) Facilitating a Violation of this Policy

(i) Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software

(c) Infringing Intellectual Property Rights

(i) Engaging in any activity that:

A infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities

B violates privacy, publicity, or other personal rights of others

(d) Obscene Speech or Materials

(i) Using **Telefónica Ireland Limited**'s Services to advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of illegal pornography or obscene speech or material. **Telefónica Ireland Limited** shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through **Telefónica Ireland Limited**'s Services

(e) Promoting Violence or Injury

(i) Advocating, promoting or providing assistance in carrying out violence or any other unlawful activity against any persons, animals or any governments, businesses or other entities

(ii) Describing or displaying a weapon, or parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances contrary to any laws

(iii) Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property

(f) Defamatory or Abusive Language

(i) Using **Telefónica Ireland Limited's** Services as a means to transmit or post defamatory, harassing, abusive, or threatening language

(g) Forging of Headers

(i) Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message

(h) Illegal or Unauthorized Access to Other Computers or Networks

(i) Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking")

(ii) Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity)

- (i) Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

- (i) Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks

- (ii) Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment

- (j) Export Control Violations

- (i) Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States

- (k) Illegal Activities

- (i) Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software

- (l) Gambling

- (i) Engaging in or promoting gambling contrary to any laws

- (m) Promoting Intoxicants

- (i) Displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance contrary to any laws
- (n) Instructing others in Prohibited Activities
- (i) Providing instructions with respect to any activities listed in (a) through (n) above
- (o) Other Activities
- (i) Engaging in any other activity, whether lawful or unlawful, that **Telefónica Ireland Limited** in its sole discretion determines to be harmful to customers, operations, reputation, goodwill, or customer relations.

4. LIMITATION OF LIABILITY AND INDEMNITY

- (a) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL **TELEFÓNICA IRELAND LIMITED**, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE "**TELEFÓNICA IRELAND LIMITED ENTITIES**" AND EACH, A "**TELEFÓNICA IRELAND LIMITED ENTITY**") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE **TELEFÓNICA IRELAND LIMITED ENTITIES** HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH **TELEFÓNICA IRELAND LIMITED'** SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

(B) CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE **TELEFÓNICA IRELAND LIMITED** ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE **TELEFÓNICA IRELAND LIMITED** ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF

(A) THE AMOUNT ACTUALLY PAID TO **TELEFÓNICA IRELAND LIMITED** BY YOU UNDER THIS AGREEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED OR (B) THE SUM OF FIVE DOLLARS (\$5.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY **TELEFÓNICA IRELAND LIMITED** HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE **TELEFÓNICA IRELAND LIMITED** ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS PARAGRAPH.

(c) You hereby acknowledge and agree that **Telefónica Ireland Limited** and its suppliers will NOT be liable for any delay, outages or interruptions of the Services. Further, **Telefónica Ireland Limited** shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electrical, electronic, communications or third-party supplier failure).

(d) You hereby release and hold harmless, and agree to indemnify, the **Telefónica Ireland Limited** Entities against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by the **Telefónica Ireland Limited** Entities, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your use the Services; or

(c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

(e) You are hereby notified that the **Telefónica Ireland Limited** Entities are intended third-party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

5. DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. **Telefónica Ireland Limited** DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Although **Telefónica Ireland Limited** will use commercially reasonable measures to maintain the security of the Services, **Telefónica Ireland Limited** assumes no responsibility for the effectiveness of these security measures provided by **Telefónica Ireland Limited**.

6. CONSEQUENCES FOR ENGAGING IN PROHIBITED CONDUCT.

In the event that you engage in any of the activities above, as determined by **Telefónica Ireland Limited** in its sole discretion, **Telefónica Ireland Limited** may immediately suspend or terminate access to the Services or terminate our **End User License Agreement** with you and recover costs and expenses for any harm caused to **Telefónica Ireland Limited** or its suppliers.

DIGITAL CONTENT LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE DIGITAL CONTENT (AS DEFINED BELOW).

THIS LICENSE AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND TELEFÓNICA IRELAND LIMITED ("TELEFÓNICA IRELAND LIMITED", "WE" OR "US"), A PROVIDER OF RETAIL WEB HOSTING, E-MAIL, ELECTRONIC COMMERCE, AND DOMAIN NAME SERVICES ("SERVICES").

WE ARE NOT IN A POSITION TO OFFER GUIDANCE ON EACH INDIVIDUAL USE OF THE DIGITAL CONTENT. PLEASE CONSULT INDEPENDENT LEGAL RESOURCES IN CASES WHERE YOU ARE UNCERTAIN ABOUT INTENDED USAGE. SUPPLEMENTARY RIGHTS MAY NEED TO BE ACQUIRED IN SOME CASES.

A. ACCEPTANCE:

1. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS LICENSE AGREEMENT;

2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO TELEFÓNICA IRELAND LIMITED THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY; AND

3. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD THIS DIGITAL CONTENT.

B. LICENSE:

1. Through our Services, you will be provided with objects including their API's as well as images, photographs, templates, animations, video, audio, music, text and "applets", and "online" or electronic documentation (together called the "Digital Content").
2. You may use, modify and publish the Digital Content in accordance with the terms of this License Agreement.
3. Any supplemental software code and supporting materials provided to you as part of support services for the Digital Content shall be considered part of the Digital Content and are subject to the terms and conditions of this License Agreement.
4. The copyright and all other rights to the Digital Content shall remain with our licensors.

C. PERMITTED USE OF DIGITAL CONTENT:

YOU MAY incorporate the Digital Content into your own original work and publish your work in a web site provided that:

1. The Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason; and
2. You continue to pay for our Services.

D. UNAUTHORIZED USES OF DIGITAL CONTENT: YOU MAY NOT:

1. Post web pages containing the Digital Content on servers other than those owned or operated by TELEFÓNICA IRELAND LIMITED or our suppliers;
2. Use the Digital Content for any purpose, if you no longer pay for our Services;
3. Use the Digital Content to create printed or “hard copy” documents;
4. Use the Digital Content in electronic format, on-line or in multimedia applications unless the Digital Content is incorporated for viewing purposes only and no permission is given to download or save the Digital Content for any reason;
5. Use the Digital Content in Web page design whereby the Digital Content is in a format designed or intended for storage or re-use by others;
6. Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
7. Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any product or service;
8. Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
9. Translate, reverse engineer, decompile, or disassemble the Digital Content;
10. Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
11. Use the Digital Content or make copies of it except as permitted in this License Agreement.

E. TERM:

1. This License Agreement shall remain in effect only for so long as you:
 - i. Are in compliance with the terms and conditions of this agreement; and
 - ii. Pay for the Services provided by TELEFÓNICA IRELAND LIMITED.
2. You agree, upon termination, to cease using and destroy all copies of the Digital Content.
3. Section D above and the Limitations of Warranties and Liability set out below shall continue in force even after any termination.

F. LIMITATION OF WARRANTIES AND LIABILITY:

THE DIGITAL CONTENT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE DIGITAL CONTENT IS ASSUMED BY YOU. NEITHER WE NOR OUR DEALERS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WE ARE ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. OUR MAXIMUM AGGREGATE LIABILITY TO YOU AND THAT OF OUR DEALERS AND SUPPLIERS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR ONE MONTH'S ACCESS TO OUR SERVICES. THE

LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

G. INDEMNIFICATION:

YOU SHALL INDEMNIFY TELEFÓNICA IRELAND LIMITED, OUR LICENSORS, PROVIDERS, SUPPLIERS OR AFFILIATES AGAINST ANY LOSSES, EXPENSES, COSTS OR DAMAGES INCURRED BY ANY OR ALL OF THEM AS A RESULT OF YOUR BREACH OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR YOUR UNAUTHORIZED USE OF THE DIGITAL CONTENT AND RELATED RIGHTS.

H. U.S. GOVERNMENT RIGHTS:

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