



Internet Made Mobile

## dotMobi Credit and Payment Policies

### Credit Policies

A dotMobi Financial Information Form and a Data Form must be on file for each dotMobi Registrar. The credit limit is based on the irrevocable Letter of Credit, Cash Deposit, or combination thereof maintained with dotMobi. As domain names are registered, your account is reduced by the appropriate dollar amount. A monthly invoice will be presented by dotMobi to you for domain names processed during the preceding month. Invoices must be paid upon receipt in order to ensure timely processing of future domain name registrations.

If invoices are not paid within terms or if the payment security should be depleted, registration of domain names will be suspended and new registrations, renewals and transfer requests will not be accepted until the payment security is replenished. Therefore, the dotMobi Registrars should ensure timely payment of invoices and should provide dotMobi with a notification threshold sufficient to prevent the payment security account from depleting to zero.

dotMobi permits two forms of payment security to establish a credit limit -- Cash Deposit, or Letter of Credit.

1. *Cash Deposit:* A Registrar wire transfers funds to a dotMobi bank account. Billable transactions are debited against the registrar's account. *Exhibit A* outlines the wire transfer requirements and banking information.
2. *Letter of Credit:* A Registrar arranges an irrevocable transferable stand-by Letter of Credit from an acceptable bank to provide security for the Registrars' satisfaction of their obligations under the Registry-Registrar Agreement. *Exhibit B* outlines the requirements for the Letter of Credit. *Exhibit C* is the Letter of Credit format required by dotMobi's bank. If you need further assistance, please contact our Registrar Financial Services Department at +353 1 854 1100. dotMobi will notify the Registrars' Bill Contact #1 by e-mail as to whether or not the format of the irrevocable Letter of Credit is acceptable. If you expect the total cost of your registrations to exceed the amount in the Letter of Credit, you are advised to submit with the irrevocable Letter of Credit a Cash Deposit for an amount at least equal to this anticipated excess. The Registrar will be invoiced by dotMobi and is responsible for paying the invoice in order to replenish the guaranteed credit limit.

**dotMobi is not responsible for the failure of e-mail or any related deliveries due to outdated or inaccurate contact information or failure caused by postal and electronic mail carriers.**

Therefore, it is essential that the Registrar keep contact information current with DotMobi. Updates to contact information should be sent to [financial@mtld.mobi](mailto:financial@mtld.mobi).

Authorized personnel of DotMobi can only modify this policy. Modifications must be in writing.

## Payment Policies

1. Payment must be made in U.S. dollars.
2. Electronic statements of activity will be published monthly as defined by the agreement.
3. Funds must be wired to Bank of Ireland (BOI). The content of the wire transfer is outlined in *Exhibit A*. Funds will be credited to the Registrar's account on the next business day following receipt by BOI.
4. Account balance information can be accessed in one of two ways:
  - a. Online using appropriate identification protocols to be outlined below.
  - b. Directly with the dotMobi financial services department. You will be receiving notification of the hours of operation.
5. Authorized personnel of dotMobi can only modify this policy.
6. Bank fees and charges incurred to originate a wire transfer (including intermediary bank charges) are the responsibility of the registrar. DotMobi will credit the registrar's account with the actual funds received by the dotMobi bank.

## Accessing On-Line Account Information

You can view your current account balance through the dotMobi Admin Web site.

## Exhibit A: WIRE TRANSFER INSTRUCTIONS

In order for your wire transfer to be accepted by our bank, you must provide the following information about your bank, bank account and amount to be transferred:

- Registrar Bank Name and Address
- Name as Shown on Registrar Bank Account
- Amount to Be Transferred to the dotMobi Account

This wire transfer is going to Bank of Ireland Global Markets. Therefore, the following information is required.

Beneficiary name:	MTLD Top Level Domain Ltd
Account Number:	52540001
Beneficiary Bank Name:	Bank of Ireland Global Markets Colvill House Talbot Street Dublin 1 Ireland
SWIFT/ BIC Code:	BOFI IE 2D
IBAN:	IE79 BOFI 9013 9452 5400 01

You **must** include the following bank-to-bank message in order for funds to be properly credited to your account:

“For \_\_\_\_\_ (Registrar Name) \_\_\_\_\_ (DDMMYYYY) \_\_\_\_\_ (Registrar I.D. Number)

**dotMobi is not responsible for payments posted to the incorrect account if the above information is inaccurate, incomplete, or omitted.**

## Exhibit B: LETTER OF CREDIT REQUIREMENTS

As security for the dotMobi Registrar's full and faithful performance of the terms, covenants, conditions and provisions of the Agreement with dotMobi, including the payment of Fees, and in compliance with the requirements of the Agreement, the Registrar shall deliver to MTLTD Top Level Domain (dotMobi) an irrevocable, transferable stand-by Letter of Credit running in favor of dotMobi and satisfying the following terms (as reasonably determined by dotMobi):

1. The irrevocable, transferable stand-by Letter of Credit should be advised to dotMobi through Bank of Ireland Global Markets, Dublin (**Swift Code:** BOFI IE 2D) in U.S. Dollars and available for payment at the counters of bank of Ireland Global Markets.
2. The irrevocable, transferable stand-by Letter of Credit shall be issued by a bank approved by dotMobi, in its sole and reasonable discretion, and in the initial amount determined by the parties to satisfy the requirement of your Agreement.
3. The irrevocable, transferable stand-by Letter of Credit or any substitute irrevocable, transferable stand-by Letter of Credit shall be maintained in full force and effect until the expiration of the 60-day period commencing on the expiration or termination of the term of the Agreement. The Letter of Credit shall be irrevocable for the term thereof and shall provide that it is automatically renewable for successive one-year periods without any action whatsoever on the part of dotMobi; provided, however, that the issuing bank shall have the right not to renew the Letter of Credit upon written notice, given by certified mail, to dotMobi not less than 60 days prior to the expiration of the then current term thereof (it being understood, however, that the privilege of the issuing bank not to renew the Letter of Credit shall not, in any event, diminish the obligation of the Registrar to maintain an irrevocable, transferable stand-by Letter of Credit, or cash security deposit, with dotMobi through the date which is 60 days after the expiration or termination of the term of the Agreement).
4. The irrevocable, transferable stand-by Letter of Credit shall allow multiple draws, and shall allow dotMobi to draw against the irrevocable, transferable stand-by Letter of Credit in the event of (a) a breach of any payment obligation under the Agreement as determined by dotMobi and/or (b) upon receipt of any notice not to renew the irrevocable, transferable stand-by Letter of Credit. Upon any draw of the irrevocable, transferable stand-by Letter of Credit due to the issuing bank's notice not to renew, such funds so drawn shall be held by dotMobi as a deposit in accordance Section 4.2 of the Agreement. The irrevocable, transferable stand-by Letter of Credit will allow the drawing thereof by presentation of (1) such irrevocable, transferable stand-by Letter of Credit and (2) a certificate signed by an officer or representative of dotMobi certifying as to the occurrence of the event specified in (a) or (b) above, at the counters of Bank of Ireland Global Markets, Dublin.
5. The form and provisions of the irrevocable, transferable stand-by Letter of Credit shall be acceptable to dotMobi, in its sole and reasonable discretion.

6. In the event of an assignment of the Agreement by dotMobi, dotMobi shall have the right to transfer the irrevocable, transferable stand-by Letter of Credit to the assignee, and it is agreed that the provisions hereof shall apply to every transfer or assignment of the irrevocable, transferable stand-by Letter of Credit to a new Registry Service Provider. As used in connection with the irrevocable, transferable stand-by Letter of Credit, “the Registry” means dotMobi and its assignees and each of its assignees’ subsequent assignees.

7. If, as a result of any draw of all or any part of the irrevocable, transferable stand-by Letter of Credit, the amount of the irrevocable, transferable stand-by Letter of Credit shall be less than the then required amount, the Registrar shall promptly provide dotMobi with additional letter(s) of credit, or a cash security deposit, in an amount equal to the deficiency, and no default of the Registrar shall be deemed cured until such deficiency is restored.

## Exhibit D: REFUND and REIMBURSEMENT POLICY

Registrars may request refunds of a portion or all of their cash collateralized payment security. In order to do so, the following procedures must be followed:

The Registrar must request a refund in writing in the form of a letter on your company letterhead. The letter must be addressed to the Finance Department of MTLTD Top Level Domain Ltd and should be signed by a company-authorized person whose signature we have on file in order to validate the signature. Usually this is the person who has signed the Registry/Registrar Agreement with dotMobi. The letter should include the amount of the refund requested (in US dollars) and the wire transfer information of the bank **where the Registrar has originated wire transfers to dotMobi**. dotMobi will not transfer funds to third parties other than the bank where the Registrar originates wire transfers to dotMobi. A contact name and number should be provided in case additional information is needed or a problem should arise.

The letter should be faxed to our finance department at +353-1-791-8569. Once the letter has been received and the signature verified, the account balance will be checked to ensure sufficient funds are available for refund. If sufficient funds are available, the account balance will be reduced by the requested refund amount and wire transfer instructions sent to dotMobi's bank, Bank of Ireland. If funds are insufficient, the Registrar will be contacted.

If, as a result of the refund, the account balance should be insufficient to perform billable transactions, the Registrar will have to wire funds in order to replenish the account even if the refund is in transit from dotMobi.

## Exhibit E: AUTHORIZATION FORM

The undersigned, a duly authorized officer of \_\_\_\_\_ (“Registrar”), hereby certifies (i) that the person(s) listed below are the current holders of the positions with Registrar listed next to their respective names, and that the respective signatures appearing below are the true and accurate signatures of each of such persons:

<u>Name of Person</u>	<u>Position Held</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and (ii) that each of the above named persons has been and is hereby authorized by all necessary action on the part of Registrar to represent Registrar in all dealings with MTLT Top Level Domain Ltd, its subsidiaries and affiliates, and their respective officers, employees and agents (collectively, “dotMobi”), and in such capacity to conduct all business of Registrar with dotMobi and to legally bind Registrar with respect thereto.

The undersigned, on behalf of Registrar, acknowledges and agrees (i) that it is Registrar’s sole responsibility to keep the information provided herein updated and (ii) that dotMobi may rely on the certifications set forth herein until such time as a duly authorized officer of Registrar shall deliver to dotMobi written notice of any modification hereto in a form satisfactory to dotMobi in its sole discretion. Such notice shall be delivered to MTLT Top Level Domain Ltd, 2 LaTouche House, IFSC, Dublin 1, Ireland,, Attn: Registrar Relations.

In witness whereof, the undersigned certifies to the foregoing as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_