

**In Helsinki  
01.08.2013**

## **Notice of Infringement of Intellectual Property Rights**

Sulake Corporation Ltd and its affiliates (hereinafter together “**Sulake**” or “**we**”) together with their licensors own all rights, title and interest in and to the website habbo.com and its local versions for example habbo.fi (hereinafter referred to as the “**Habbo Sites**”) and in and to all of its contents which content includes without limitation images, animations, computer programs as well as “Sulake” and “Habbo” trademarks and various other names, marks and logos used at the Habbo Site (hereinafter referred to as the “**Sulake Content**”).

Sulake Content is protected by copyright, trademark, trade secret and other applicable laws as well as international treaties relating to the same. Sulake’s registrations include, but are not limited to, registration of the word HABBO as a trademark of Sulake Corporation Oy in the European Union, the USA, Japan, the People’s Republic of China and various other jurisdictions.

A reference is made to the following service (the “**Service**”):

- <http://zaphotel.net> (IP-address 141.101.118.97)
- <http://zaphotel.ca/> (IP-address 190.93.250.132)

We have recently become aware that you are the owner of the Service, and that the Service contains, uses and displays Sulake Content and correspondingly infringes on Sulake’s title and rights to the same. We have a good faith belief that the copyright owner, its agent, or the law does not authorize use of the material in the manner complained of. We assure that the notification is accurate, and under penalty of perjury, that we are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your use of Sulake Content is likely to confuse consumers and/or lessen the distinctiveness of Sulake’s brand. Your use of Sulake Content will cause significant and irreparable damage to Sulake.

**Sulake hereby demands that you immediately take down the Service and you forever cease and desist any and all use of the Sulake Content.**



We kindly ask you to read, print and sign the enclosed undertaking. In case you are a minor, please ask your legal guardian to review the undertaking together with this letter and sign it on your behalf. The signed undertaking is to be delivered to Sulake Legal Department via e-mail as a scanned pdf-file, and as an original copy via regular mail or courier to the following address:

Sulake Corporation Oy  
Legal Department  
Porkkalankatu 1  
00180 Helsinki  
Finland

Please be assured that this matter will not simply go away. We will take all appropriate steps to protect our valuable rights should you fail to act in accordance with our demands. In case you have not contacted us or your service is not shut down within 48 hours of sending of this message, we are prepared to take further action to protect our rights.

This letter is written without any prejudice. Sulake reserves the right to claim damages as well as any other remedy under applicable copyright and trademark legislation.

Sincerely,

Sulake Corporation Oy  
Legal Department  
Porkkalankatu 1  
00180 Helsinki  
Finland

E-mail: [legal@sulake.com](mailto:legal@sulake.com)

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## UNDERTAKING TO SULAKE CORPORATION LTD

I, \_\_\_\_\_, undertake to Sulake Corporation:

- a) I will immediately delete all reproductions of Sulake owned images, animations, trademarks and computer programs (Sulake Content) from <http://zaphotel.net> and <http://zaphotel.ca>;
- b) I will immediately delete all reproductions of Sulake Content from any other web sites or web pages where I have posted, reproduced or communicated to Sulake Content;
- c) I will not in the future post, reproduce or communicate Sulake Content on any web sites, and I will not in the future create, post or communicate on the Internet content which is substantially the same as or substantially similar to the Sulake Content;
- d) I will refrain from participating in any manner or role in the future in any activity that encourages, assists, contributes to, authorizes or induces the infringement of Sulake's intellectual property rights and
- e) If I am unable to remove any Sulake Content from web sites where I was responsible for originally reproducing or communicating the Sulake Content, I will notify Sulake Corporation of the web site and my attempts to remove the Sulake content.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_



Confidential