

## **DATA CZAR UNIVERSAL TERMS OF SERVICE AGREEMENT**

**PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.**

### **1. OVERVIEW**

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between DataCzar Corporation, a California Corporation (“DataCzar”) and you, and is made effective as of the date of your activation of an account for the use of this website (“Site”). This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “Services”), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

The terms “we”, “us” or “our” shall refer to DataCzar. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### **2. MODIFICATION OF AGREEMENT, SITE OR SERVICES**

DataCzar may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services.

### **3. YOUR ACCOUNT**

You represent and warrant to DataCzar that all information you submitted when you created your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If DataCzar has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, DataCzar reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below). You must notify DataCzar immediately of any breach of security or unauthorized use of your Account. DataCzar will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss DataCzar or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

#### **4. YOUR CONDUCT**

You acknowledge and agree that:

- i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
- ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent. Upload or provide any social security numbers, driver's license or state identification number or other government related identifier, financial account numbers (i.e., credit card, checking account, savings account, etc.), medical, employment, criminal records, or insurance numbers, passport numbers, or other highly sensitive personally identifiable information (collectively, "Sensitive PII") to the Services or use the Services to collect, transfer, or store any Sensitive PII.
- iii. You will not access DataCzar Content (as defined below) or User Content through any technology or means other than through this Site itself, or as DataCzar may designate.
- iv. You will not re-sell or provide the Services for a commercial purpose, including any of DataCzar's related technologies, without DataCzar's express prior written consent.
- v. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

#### **5. USER CONTENT**

Some of the features of this Site or the Services, including those Services that are hosted with DataCzar, may allow Users to post, publish, share, store, or manage their own writings, art, photos, artistic, musical, or other content, ("User Content"). All content submitted through your Account is considered User Content. By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to DataCzar that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

#### **6. AVAILABILITY OF WEBSITE/SERVICES**

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason. You acknowledge and agree that we have no

control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

## **7. USER CONTENT MONITORING; ACCOUNT TERMINATION FOR CAUSE**

DataCzar generally does not pre-screen User Content (whether posted to a website hosted by DataCzar or posted to this Site). However, DataCzar reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. DataCzar may remove any item of User Content (whether posted to a website hosted by DataCzar or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by DataCzar in its sole and absolute discretion), at any time and without prior notice. DataCzar may also terminate a User's access to this Site or the Services found at this Site if DataCzar has reason to believe the User is a repeat offender. If DataCzar terminates your access to this Site or the Services found at this Site, DataCzar may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

## **8. DISCONTINUED SERVICES**

DataCzar reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice.

No Liability. DataCzar will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

## **9. FEES AND PAYMENTS**

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted. You agree that your payment may be charged by one of our affiliated entities.

Price Changes. DataCzar reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Auto-Renewal Terms. Other than as required by applicable law, DataCzar does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your DataCzar account.

## **10. ADDITIONAL RESERVATION OF RIGHTS**

DataCzar expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by DataCzar in its sole and absolute discretion), including but

not limited to the following: (i) to correct mistakes made by DataCzar in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, (viii) to avoid any civil or criminal liability on the part of DataCzar, its officers, directors, employees and agents, as well as DataCzar's affiliates, including, but not limited to, instances where you have sued or threatened to sue DataCzar, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to DataCzar's business, operations, reputation or shareholders.

DataCzar expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

DataCzar expressly reserves the right to terminate, without notice to you, any and all Services where, in DataCzar's sole discretion, you are harassing or threatening DataCzar and/or any of DataCzar's employees.

DataCzar Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, templates, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("DataCzar Content"), are owned by or licensed to DataCzar in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. DataCzar Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of DataCzar. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. DataCzar reserves all rights not expressly granted in and to the DataCzar Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

## **11.NO SPAM; LIQUIDATED DAMAGES**

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications.

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy..

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

## **12. LINKS TO THIRD-PARTY WEBSITES**

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by DataCzar. DataCzar assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, DataCzar does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release DataCzar from any and all liability arising from your use of any third-party website.

## **13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". DATACZAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY DATACZAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION

OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

#### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL DATACZAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT DATACZAR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL DATACZAR'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

#### **15. INDEMNITY**

You agree to protect, defend, indemnify and hold harmless DataCzar and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by DataCzar directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

#### **16. COMPLIANCE WITH LOCAL LAWS**

DataCzar makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

#### **17. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS**

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) Disputes. For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and DataCzar arising under or relating to any DataCzar Services or Products, DataCzar’s websites, these Terms, or any other transaction involving you and DataCzar, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND DATA CZAR AGREE THAT “DISPUTE” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR DATA CZAR FOR (i) TRADE SECRET MISAPPROPRIATION, (ii) PATENT INFRINGEMENT, (iii) COPYRIGHT INFRINGEMENT OR MISUSE, AND (iv) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) Binding Arbitration. You and DataCzar further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 14 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court’s jurisdiction and is pending only in that court.

(D) WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND DATA CZAR AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR DATA CZAR WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OF PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) Arbitration Procedure. If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association (“AAA”) and governed by the Commercial Arbitration Rules

of the AAA (“AAA Rules”) in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. accessible from your primary residence (or principal place of business if you are a small business), or in San Diego County, California at your option.

(G) Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(H) Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(I) Exclusive Venue for Other Controversies. DataCzar and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of San Diego County, California, or the United States District Court for the District of Southern California, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

## **18. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## **19. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## **20. U.S. EXPORT LAWS**

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws.

## **21. CONTACT INFORMATION**

If you have any questions about this Agreement, please contact us at the Site.

## **22. EMAIL SERVICES**

When using DataCzar’s Email Blast services, you agree to the following terms and Section 11 of this Agreement. You shall not, and shall not permit anyone or third parties to, directly or indirectly:

- A. send or forward personal mail through the Services;
- B. send emails to individuals under the age of 18;
- C. send mail created using the Services through another service;
- D. remove trademark, logo, copyright, or other proprietary notices or labels from the Services or any Software;
- E. delete, bulk unsubscribe, or otherwise alter or modify Subscriber lists in order to evade billing thresholds;
- F. use the Services to encourage or facilitate any illegal activities; or break any Laws, including but not limited to those related to e-commerce, defamation or privacy.

For the purposes of providing you with the Services and to ensure that the terms of this Agreement are being followed, DataCzar reserves the right to inspect and monitor your Account and Subscriber lists at any time, without notice. DataCzar reserves the right to suspend or terminate your account for activity or use of the Services that is incompatible with this Agreement, or that harms DataCzar’s reputation.

## **23. EMAIL LISTS**

### **A. Required Content**

**Unsubscribe Link.** You must ensure that all emails sent through your account contain an DataCzar (or other DataCzar-approved) “unsubscribe” link, in form and substance satisfactory to us, that: 1) allows Subscribers to instantly and permanently remove themselves from future mailings, 2) presents unsubscribe instructions in a clear and conspicuous way, and 3) remains operational for a period of thirty (30) days after sending the email..

### **B. Permission**

You agree to import, access, and/or use only Permission-based Subscriber Lists. You represent and warrant that you have provided all applicable legally required disclosures in conjunction with obtaining Subscriber’s Permission. You must retain records of any Permission received and shall provide such records to us immediately upon request.

### **C. Abuse Complaints.**

Emails sent through the DataCzar Services may generate abuse complaints from Subscribers. Our software is directly integrated into the spam reporting systems of major ISPs. If someone marks your

campaign as spam, we'll be notified immediately. You are responsible for ensuring that email campaigns sent from your accounts do not generate a number of abuse complaints in excess of industry norms. If your complaint rate reaches 0.1% of all Subscribers (that's 10 complaints aggregated across your accounts, including your End Clients' accounts, for every 10,000 Subscribers) you will receive a warning email requesting an explanation and tips. If you continue to experience complaint rates exceeding 0.1%, we may lock or terminate your account in our sole discretion.

## **24. HOSTING SERVICES**

### **A. Limitations; Account Termination**

**Migration of Servers.** You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

**Termination of Services.** You acknowledge and agree that upon expiration or termination of your Services, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you in connection with Services, including pointing the domain name system ("DNS") for your domain name(s) away from our servers. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be deleted and we will not be able to provide a copy of such content.

### **B. Your Obligations; Representations And Warranties**

**Justification.** You acknowledge and agree that we shall have the right to seek justification in connection with your use of the Services, specifically your purchase of IP addresses, and you shall be obligated to provide any and all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

**Abusive Activities and Other Threats.** You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Agreement. You further acknowledge and agree that DataCzar reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed in DataCzar's discretion for security purposes.

**Storage and Security.** You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one.

Website/Server Content. You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.

If access to a third-party hosting website is required in the provision of any Service, you represent and warrant that you are authorized to provide us with access to the third-party hosting account for the purposes of this Agreement. You agree that you retain sole contractual and any other legal or fiduciary responsibilities related to your third-party hosting account.

## **25. DOMAIN REGISTRATION**

A. Our domain registration services are provided through an accredited registrar with ICANN for generic top level domain names ("gTLDs") (such as .com, .net, .org, etc.). ICANN oversees registrations and other aspects of the gTLDs.

B. We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest and you have no such property interest in any domain name(s) which you may register through us. We do not guarantee the availability of any domain name, or that any such domain will not infringe on the rights of third-parties.

C. Sharing Of Whois Information

1) Subject to the terms of our Privacy Policy, the domain name registration information you provide will be shared with the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services of the domain name. Where permitted by law, you irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way

of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us.

2) ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm> and elsewhere on the ICANN website at <http://www.icann.org/>.

D. If your account is terminated for any reason, your domain registration will also be terminated at the discretion of DataCzar. DataCzar will inform you of any reactivation of service procedures (if any) available to you.