

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

These terms of service (“Terms of Service”) are a legal agreement (“Agreement”) between you, either an individual or a single legal entity (“You” or “you”), and One Cloud Services, LLC., dba Zimcom (“Zimcom” or the “Company”, together with its Affiliates, collectively the “Zimcom Party”).

Company has entered into an agreement with Sucuri, Inc. (“Sucuri”) to act as a supplier to provide various website services to you as part of a managed security service offered by Company. This Agreement sets forth the legally binding terms and conditions for your use of the various services and websites owned and operated by Company or Sucuri respectively, including, without limitation, the sucuri.net, blog.sucuri.net, sitecheck.sucuri.net, support.sucuri.net websites and domain names (“Sites”), and any other features, content, or applications offered by Company or Sucuri in connection therewith, including, but not limited to, website integrity, monitoring, alerting, and cleanup. (Collectively “Service”).

By clicking on the “I agree” button, completing the registration process, and/or using the Sites or Service in any manner, including but not limited to visiting or browsing the Sites, you represent that (1) you have read, understand, acknowledge, and agree to be bound by this Agreement, (2) you are of legal age to form a binding contract with the company, and (3) you have the authority to enter into this Agreement personally or on behalf of the company you have named as the customer, and to bind that company to these terms.

This Agreement applies to all users of the Sites or Service, including users who are also contributors of content, information, and other materials or services on the sites. **If you do not agree to be bound by this Agreement, you may not access or use the Sites or the Service.**

If, after your electronic acceptance of this Agreement, Company finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Company shall not be liable for any loss or damage resulting from Company’s reliance on any instruction, notice, document or communication reasonably believed by Company to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Company reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Service, whether or not authorized by you.

Acceptance of Terms

The Service is offered subject to acceptance without modification of the Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Sites by Sucuri or Company.

In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by Company from time to time (the “Supplemental Terms”); your use of such services is subject to those Supplemental Terms, which are incorporated into these Terms of Service by this reference and are referred to collectively as the “Terms.”

If these Terms of Service are inconsistent with the Supplemental Terms for any Service, the Supplemental Terms will control with respect to that Service.

Modification

Company 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 on the Sites. Your use of the Sites or the Service 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) the Sites or the Service. In addition, Company may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your Account information current. Company assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

Customer Account and Registration

In registering for the Service, you agree to provide true, accurate, current and complete information about yourself as prompted by our registration form or Company representative (the “**Registration Data**”) and to maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any Registration Data that is untrue, inaccurate, not complete or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and to refuse any and all current or future use of the Service (or any portion thereof) by you. You are responsible for all activities that occur under your Account and your Password. You agree to notify Company immediately of any unauthorized use of your Account or Password or any other breach of security and to exit from your Account at the end of each session. You agree that you are responsible for any losses arising out of the unauthorized use of your Account.

Affiliate Assignment

Company reserves the right, under its sole discretion, to (1) assign the Sites or Service to any of its Affiliates, including under any services agreement; and (2) change the Sucuri Party providing Service. For the purposes of this Agreement, “Affiliate” means with respect to a party, any entity that directly or indirectly controls, is control by, or is under common control with that party.

Privacy

The Service is subject to Company’s Privacy Policy at: <https://zimcom.net>

Electronic Communications

When you visit the Sites or send e-mails to us, you are communicating with us electronically. By doing this, you consent to receive communications from us electronically. We will communicate with you via e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

NOTWITHSTANDING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT E-MAIL COMMUNICATION IS NOT SECURE, AND THEREFORE YOU AGREE THAT YOU WILL USE THE COMPANY'S TICKETING SYSTEM TO EXCHANGE ALL CREDENTIALS, TECHNICAL INFORMATION AND SERVICE SPECIFIC SUPPORT REQUESTS (INCLUDING BUT NOT LIMITED TO ANY MALWARE REMOVAL REQUESTS FOR COVERED WEBSITES (EACH, A "**MALWARE REMOVAL REQUEST**").

Use of Service

Subject to your compliance with the Terms, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Service during the term for which you have purchased a package (the "**Service Term**") to use the Service for the websites included in such package (the "**Covered Websites**"). For purposes of this Agreement, a "Website" shall mean a collection of files and documents used to display content via the Internet to those who access its Uniform Resource Locator ("**URL**").

You acknowledge and agree that in the event that Company determines, in its sole discretion, that any of the Covered Websites include explicit pornography, bestiality, human trafficking, child pornography or violate any local, state, national or international law or regulation, Company may immediately terminate this Agreement and refund a prorated portion of the Service Subscription Fee for the remainder of the Service Term.

Notwithstanding any other provision of these Terms or the Privacy Policy, Company reserves the right, but has no obligation, to disclose any information that you submit or that Company discovers in performing the Service, if in its sole opinion, Company suspects or has reason to suspect, that the Covered Websites are involved in any way in activities that violate any local, state, national or international law or regulation. Information may be disclosed to authorities that Company, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies or court officials. You hereby acknowledge and agree that Company is permitted to make such disclosure.

Furthermore, you acknowledge that Company shall not be responsible for any configuration changes required to the domain name of the Covered Website in order for you to use the Service, and that upon any termination or cancellation of the Service, you remain solely responsible for making any and all domain-related changes, including but not limited to DNS changes, to your website.

Fees and Payment

You will be responsible for payment of the applicable fee (the "**Service Subscription Fee**") at the time you create your Account and select your package (the "**Service Commencement Date**"). All fees will be billed to the credit card or ACH account you designate during the registration process.

If you have signed up for a free trial, you will be responsible for providing a valid credit card or ACH account for payment should you wish to continue the Service beyond the free trial period. Company will make a reasonable effort to contact you by email prior to the expiration of your free trial period. You acknowledge that the Service will be terminated at the end of your free trial period unless payment of the Service Subscription Fee is made. Failure to pay the Service Subscription Fee shall result in immediate termination of the Service, and Company shall not be liable for any damages resulting in discontinuation of the Service.

If you want to designate a different credit card or if there is a change in your credit card or ACH account status, you must change your information online at <https://billpay.zimcm.net> or send an e-mail to billing@zimcom.net.

Auto-Renewal

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICE, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD. FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, COMPANY MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, COMPANY WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL (“RENEWAL COMMENCEMENT DATE”) AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH COMPANY AT COMPANY’S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE (IN WHICH CASE THE SERVICES WILL AGAIN BE SET TO AUTOMATIC RENEWAL). IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICE, AND COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

Termination

You will have thirty (30) days from the Service Commencement Date or any Renewal Commencement Date to cancel the Service (the “**Cancellation Period**”), in which case the Company will refund your Service Subscription Fee for the applicable Service Term provided that you have not submitted a Malware Removal Request during the Cancellation Period.

You agree that you will make any cancellation request by way of a general request ticket that you submit through the Company’s ticketing system. Except as set forth above, your Service Subscription Fee shall be non-refundable.

Intellectual Property

Except with respect to the Content, including Your Content, you agree that Company and its suppliers own all rights, title and interest in the Sites, the Service and the Company Materials. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Sites, the Service or the Company Materials. Sucuri Security Inc., Sucuri Inc., the Sucuri logo, and/or other Sucuri products referenced herein are trademarks of Sucuri Inc., may be registered in certain jurisdictions, and may not be used without permission in connection

with any third party products or services. Other trademarks, service marks and trade names including, but not limited to Zimcom, Zimmerman Communications, Inc., and One Cloud Services, LLC. that may appear on the Sites or in connection with the Service are the property of their respective owners.

By submitting ideas, suggestions, documents and/or proposals to Company through its suggestion, feedback, wiki, forum or similar web pages ("**Feedback**"), you agree that (1) your Feedback does not contain the confidential or proprietary information of third parties; (2) Company is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (3) Company shall be entitled to use and disclose such Feedback for any purpose, in any way, worldwide; and (4) you are not entitled to any compensation or reimbursement of any kind from Company for the Feedback under any circumstances.

Limited Warranty

If at any time during the Service Term, you submit a Malware Removal Request for a Covered Website that Company determines is infected, Company will use reasonable commercial efforts to clean the infected Covered Website. In the event that Company is unable, for any reason, to clean the infected Covered Website, Company will, as its sole and exclusive remedy, refund to you the annual fee you paid to the Company for the clean up of that Covered Website. For example, if you purchased a Business annual plan (which covers up to ten Covered Websites), Company will refund to you 1/10 of the annual fee for the plan for each Covered Website that Company is unable to clean.

EXCEPT AS SET FORTH ABOVE, THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT OR COMPANY MATERIALS) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS (THE "**COMPANY PARTIES**") DO NOT WARRANT THAT: (A) THE SERVICE WILL PREVENT THE INFECTION, OR RE-INFECTION, OF THE COVERED WEBSITES; (B) THE COVERED WEBSITE WILL OPERATE AFTER IT HAS BEEN CLEANED BY COMPANY; (C) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (D) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (E) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SITES OR THE SERVICE IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM, ANY DEVICE YOU USE TO ACCESS THE SITES OR THE SERVICE, AND ANY COVERED WEBSITES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

YOU UNDERSTAND AND AGREE THAT YOU USE THE SITES AND THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS, THE COVERED WEBSITES, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SITES AND THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU. WHERE LEGISLATION IN A JURISDICTION IMPLIES IN THESE TERMS ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUSIVE, COMPANY'S LIABILITY FOR BREACH THEREOF SHALL BE LIMITED, AT COMPANY'S OPTION, TO THE SUPPLY OF SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THEM SUPPLIED AGAIN.

Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS AND SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) 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 COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY EXCEED \$1,000.00 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.

Third Party Sites

The Sites or the Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites. When you access third party websites, you do so at

your own risk. These other websites are not under Company's control, and you acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Company or any association with its operators. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such website or resource.

Indemnification

BY USING THE SITES AND/OR THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD COMPANY PARTIES HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY COMPANY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM COMPANY PARTIES AS A RESULT OF COMPANY'S DECISION TO REMOVE OR REFUSE TO PROCESS ANY OF YOUR CONTENT, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF COMPANY'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

Submissions

You acknowledge and agree that all information, data, text, software, music, graphics, video, messages, tags or other materials submitted by users of the Sites or the Service ("**Content**") is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the Sites or the Service ("**Your Content**"), and other users of the Service and not Company are similarly responsible for all content they Make Available through the Sites or the Service. You also agree that you have obtained all necessary rights and licenses, and agree that Your Content shall be considered non-confidential. You agree to provide accurate and complete information in connection with your submission of Your Content on the Service. You hereby grant Company a worldwide, irrevocable, royalty-free, nonexclusive license to use Your Content as part of the Service, without any compensation or obligation to you. Company reserves the right to not use or publish Your Content, and to remove or edit any Your Content, at any time in its sole discretion without notice or liability.

Company has the right, but not the obligation, to monitor any of Your Content that you Make Available on the Sites or the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Company in its sole discretion deems appropriate, including, without limitation, termination.

Rules and Conduct

As a condition of your use of the Service, you agree that (a) you will follow Company's guidelines and recommendations on how to prevent reinfection of the Covered Websites, and (b) you will not use the Service for any purpose that is prohibited by the Terms or by applicable law. The Service (including,

without limitation, any advertisements, advice, suggestions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics and interactive features generated, provided or otherwise made accessible by Company or its suppliers on or through the Service or the Sites ("**Company Materials**") is provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Service. By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) Make Available any of Your Content on or through the Service, that:

- Infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- Involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- Impersonates any person or entity, including any employee or representative of Company.

You shall not attempt or engage in potentially harmful acts that are directed against the Sites or Service including, without limitation, the following: (a) Using the Sites or Service in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party; (b) causing, allowing, or assisting any other person to use your Account(s) or impersonate you; (c) sharing your password or login with any other person; (d) logging onto a server or Account(s) that you are not authorized to access; (e) forging user names, manipulating identifiers, or otherwise impersonating any other person or misrepresenting your identity or affiliation with any person or entity; (f) emulating or faking usage of the Sites or the Service; (g) violating or attempting to violate any security features of the Sites or the Service; (h) using manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl," or "spider" any pages contained in the Sites; (i) intentionally introducing viruses, worms, software, Trojan horses, or other similar harmful code into the Sites or the Service, outside of the infected Covered Websites; (j) interfering or attempting to interfere with the use of the Sites by any other user, host, or network, including without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," "pinging," "hacking," "phishing," or "crashing" the Sites or the Service; (k) causing, allowing or assisting machines, bots, or automated services to access or use the Sites or the Service without the express written permission of Company; (l) tampering with the operation, functionality, or the security of the Sites or the Service; (m) attempting to override or circumvent any security or usage rules embedded into the Sites or the Service that permit digital materials to be protected; (n) attempting to probe, scan, or test the vulnerability of the Sites or the Service, or any associated system or network, or breach any security or authentication measures; (o) misusing, tricking, disrupting, or otherwise interfering with the functioning of the Sites or the Service; (p) harvesting or collecting e-mail addresses or other contact information of other users or clients from the Sites or the Service by electronic or other means; (q) reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Sites or the Service; (r) engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the Sites or

the Service; (s) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (t) modifying, translating, or otherwise creating derivative works of any part of the Sites or the Service; or (u) copying, renting, leasing, distributing, or otherwise transferring any or all of the rights that you receive hereunder.

Violations of system or network security may result in civil or criminal liability. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise impair a computer's functionality or operation.

Company reserves the right to remove any Content, including Your Content, from the Sites or the Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated these Terms), or for no reason at all.

Dispute Resolution

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Company agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

This Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of Michigan, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of Oakland County, Michigan, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Oakland County, Michigan. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement

Integration and Severability

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

General

International Users. The Sites can be accessed from countries around the world and may contain references to services and content that are not available in your country. These references do not imply that Company intends to announce such services or content in your country. The Sites and the Service are controlled and offered by Company from its facilities in the United States of America. Company

makes no representations that the Sites or the Service are appropriate or available for use in other locations. Those who access or use the Sites or the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Notice. Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company addressed to the attention of Chief Operating Officer, 1080 Nimitzview Drive, Suite 400, Cincinnati, OH 45230. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail.

Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Assignment. These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void.

English Language Controls. This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the "Agreement"), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.