

# Terms and Conditions

SUPERWISE Digital Agency Services



superwise.ai | sales@superwise.ai  
801 2nd Ave N floor 3, Nashville, TN  
+1 615-619-5823

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AS THEY FOR AN AGREEMENT AND IMPACT A VISITOR, USER AND/OR CUSTOMER'S LEGAL RIGHTS.

These TERMS and CONDITIONS are an agreement which sets forth the terms and conditions (collectively, the "T&C") governing the use of the products, services, Customer website(s) and/or mobile-optimized versions of the website to which the T&C are linked (collectively, the "Website"), all of which are owned or operated by Deep Insight Solutions, Inc. d/b/a SUPERWISE, its parent, subsidiaries, affiliates and/or brands (collectively, "Company"), by a Website visitor, user and/or the party set forth in the related Company order form ("Customer"), which is incorporated herein by this reference (together with any subsequent order forms submitted by Customer to Company, collectively, the "Order") and applies to Customer's use and/or purchase(s) of any products, software, applications or other electronic or web-based services ordered by Customer on the Order (each a "Product" and collectively, the "Products"). (together with any subsequent order forms submitted by Customer to Company, collectively, the "Order") and applies to Customer's use and/or purchase(s) of any products, software, applications or other electronic or web-based services ordered by Customer on the Order (each a "Product" and collectively, the "Products"). The term "Website" also includes and is not limited to any subdomains of the Website and any content, code, data, services, products, features or functionality made available from or through the Website. Company reserves the right to and may change the T&C from time to time, at any time without notice to a visitor, user or Customer, by posting such changes on the Website.

By accessing and/or using the Website or Products, Customer signifies that Customer has read, understands, acknowledges and agrees to be bound by the T&C, along with the Acceptable Use Policy ("AUP"), and the Privacy Policy ("Privacy Policy") which are incorporated herein by reference.

SIGNING UP FOR THE PRODUCTS (THROUGH AN ORDER) OR USING THE WEBSITES AND/OR PRODUCTS CREATES A CONTRACT BETWEEN A VISITOR, USER OR CUSTOMER AND COMPANY AND EACH HEREBY ASSENTS, ACCEPTS AND AGREES TO BE BOUND BY THE T&C AND AGREEMENTS (AS DEFINED HEREIN). PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. IF A VISITOR, USER OR CUSTOMER DOES NOT AGREE TO THE T&C AND AGREEMENTS, DO NOT USE THE WEBSITES OR PRODUCTS.

## 1. Modification to the Products, Website and/or Agreements.

1.1. Company may, in its sole and absolute discretion, at any time, change or modify the T&C, any Product, Product related terms and conditions ("Product Terms"), AUP and Privacy Policy, all of which are hereby incorporated herein by this reference, and such changes or modifications shall be effective immediately upon posting to the Website.

1.2. The T&C, Product Terms, AUP and Privacy Policy may collectively be referred to as the "Agreements." Unless otherwise stated, capitalized terms shall have meanings set forth in the T&C, AUP or Privacy Policy and in the event of a conflict between the provisions of the T&C and the terms in any Product Terms, AUP or Privacy Policy, the provisions of the T&C shall control.

1.3. BY USING A PRODUCT(S) AND/OR THE WEBSITE(S), EACH VISITOR, USER AND CUSTOMER ACCEPTS AND AGREES TO ABIDE BY THE AGREEMENTS AND REPRESENTS AND WARRANTS THAT EACH HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THE AGREEMENTS INDIVIDUALLY OR ON THEIR BEHALF THE ENTITY THEY MAY REPRESENT, AS THE CASE MAY BE. IF A VISITOR, USER OR CUSTOMER DOES NOT AGREE TO THE AGREEMENTS THEN THEY SHOULD NOT ACCESS OR OTHERWISE USE A PRODUCT OR THE WEBSITES.

1.4. A visitor, user or Customer's access to and/or use of a Product or the Website after changes or modifications to the Agreements have been made shall constitute such party's acceptance of the Agreements as of the "Last Updated" date stated above.

1.5. Company may (but is not obligated to) notify Customer of changes or modifications to the Agreements by electronic mail or other methods. It is therefore important that Customer keep Customer's account information updated via Company's account management process ("AMP"). Company assumes no liability or responsibility for Customer's failure to receive an electronic mail or other notification if such failure results from inaccurate Account information.

1.6. Company may terminate, as determined in Company's sole and absolute discretion, Customer's access to a Customer Account or the Products for any violation or threatened violation or breach by Customer of any terms of the Agreements.

1.7. COMPANY RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THE PRODUCTS WEBSITES OR



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AGREEMENTS, INCLUDING WITHOUT LIMITATION PRICING AND/OR FEES, AT ANY TIME, WITH OR WITHOUT NOTICE. Company reserves the right to cease offering or providing any of the Products or individual features, functionalities, or aspects of the Products at any time, for any or no reason, and without prior notice. Although Company makes great effort to maximize the lifespan of all Products and features, functionalities, or aspects of the Products, there are times when a Products or specific feature, functionality, or aspect of a Products offered will be discontinued or reach its end-of-life ("EOL"). In either case, those Products, or the specific feature, functionality, or aspect of that Product, will no longer be supported by Company, in any way, effective on the EOL date. In the event that any Product offered reaches or will reach EOL, Company will attempt to notify Customer in advance of the EOL date. It is Customer's responsibility to take all necessary steps to replace the Product by migrating to a new Product before the EOL date (if available), or by entirely ceasing reliance on such Product before the EOL date. In either case, Company will either offer a comparable Product (if possible) to migrate to for the remainder of the Term (as defined herein), a prorated credit, or a prorated refund, to be determined by Company in its sole and absolute discretion. Company may, with or without notice to Customer, migrate Customer to the most up-to-date version of the Product, if available. Customer agrees to take full responsibility for any and all loss or damage arising from any such migration. However, if the Product maintains a reasonably equivalent functionality without such feature, functionality, or aspect, as determined by Company in its sole and absolute discretion, Company will not be required to offer a comparable feature or functionality for the Product or a refund. Company will not be liable to Customer or any third party for any modification, suspension, or discontinuance of any Product or individual features, functionalities, or aspects of a Product offered, provided or facilitated access to.

2. Ownership. All content included on the Website and within the Products are and shall continue to be the property of Company or its content suppliers and is protected under applicable copyright, patent, trademark, and other intellectual and proprietary rights. Any copying, redistribution, use or publication by a visitor, user or Customer of any such content or any part of the Website or Products is prohibited, except as expressly permitted in the Agreements. Under no circumstances will a visitor, user or Customer acquire any ownership rights or other interest in any content by or through use of the Website or Products.

3. Intended Audience. The Website and Products are intended for adults only. The Website and Products are not intended for any individual under the age of eighteen (18).

#### 4. Authority To Contract.

4.1. The Products are available only to individuals or entities who can form legally binding contracts under applicable law. By signing up for and/or using the Products, Customer represents and warrants that Customer (or an entity's representative) is at least eighteen (18) years of age; otherwise recognized as being able to form legally binding contracts under applicable law; and/or is not a person barred from purchasing or receiving the Products under the laws of the United States or other applicable jurisdiction.

4.2. If Customer enters into the Agreements as a representative or on behalf of a legal entity or third party that retains or may retain ownership in a Customer Account, then Customer hereby represents and warrants that Customer has the legal authority to bind such legal entity or third party to the terms and conditions contained in the Agreements, in which case the term "Customer" shall refer to such entity or third party. If, after Customer's electronic or other acceptance of the Agreements, Company finds that Customer does not have the legal authority to bind such entity or third party, Customer will be personally responsible for the obligations contained in the Agreements, including, but not limited to, any payment obligations. Company shall not be liable for any loss or damage resulting from Company's reliance on any representation, instruction, notice, document or communication reasonably believed by Company to be genuine and originating from an authorized representative of Customer's entity or third party. 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 Customer. Company further reserves the right to suspend, cancel or terminate a Customer Account in the event of a dispute of ownership of a Customer Account or Customer Content (as defined herein) between the claimed owner and a representative acting on behalf of an entity.

4.3. "Customer Content" is defined as content that is submitted to, stored on or distributed or disseminated by Customer via the Products and also includes (but is not limited to) content of Customer's website(s), customer(s) and/or user(s). Customer further agrees to be bound by the terms of the Agreements for all transactions entered into by Customer, anyone acting as Customer's agent and anyone who accesses or uses the Customer Account or the Products, whether or not authorized by



Customer.

4.4. A visitor, user and/or Customer acknowledges and agrees that any submissions (i.e., telephone, email, direct messaging/chat, etc.) to Company are entirely voluntary, do not establish a confidential relationship or obligate Company to treat such submission as confidential or secret, that Company has no obligation, either express or implied, to develop or use any submission, and no compensation is due for any intentional or unintentional use of any submissions, and that Company may be working on the same or similar content, it may already know of such content from other sources, it may wish to develop this (or similar) content on its own, or it may have taken or will take some other action. A visitor, user and/or Customer acknowledge and agree that Company may retain such submissions to collect information to enhance a visitor user and/or Customer experience.

## 5. Customer's Account.

5.1. In order to access some of the features of the Website or use some of the Products, Customer must create a Customer Account. Customer represents and warrants to Company that all information Customer submits when Customer creates a Customer Account is accurate, current and complete, and that Customer will keep the Customer Account information accurate, current and complete. If Company has reason to believe that the Customer Account information is untrue, inaccurate, out-of-date or incomplete, Company reserves the right, in its sole and absolute discretion, to suspend, cancel or terminate the Customer Account. Customer is solely responsible for the activity that occurs on the Customer Account, whether authorized by Customer or not, and Customer must keep the Customer Account information secure, including without limitation all Customer number or login, password and payment method(s). For security purposes, Company strongly recommends that Customer change Customer's password periodically for any Account.

5.2. If the Customer acts on behalf of a legal entity or third party, upon request by Company, Customer shall provide Company with any contact or other information related to the true owner of the relevant Customer Account, which may include providing a valid identification or other proof of authorization.

5.3. Customer agrees to abide by all U.S. Export Laws (as defined herein).

5.4. Customer must notify Company immediately of any breach of security or unauthorized access or use of the Customer Account. Customer may be liable for any damages or loss Company or others incur caused by a breach of a Customer Account, whether caused by Customer or by an authorized person, or by an unauthorized person.

5.5. Company will not be liable for any loss incurred due to any unauthorized use of a Customer Account. Customer may be liable for any loss Company or others incur, whether caused by Customer, or by an authorized person, or by an unauthorized person.

5.6. If Customer or the Account is the initiator or target of a denial-of-service attack that adversely affects Company's or a third party's network, Company will terminate the Account without warning and Customer will be held responsible for any damages to Company and charges that may result from Customer's action. Activities that attract denial-of-service attacks are expressly prohibited. Company will cooperate fully with all investigations (civil or criminal) of violations of systems or network security at other websites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. A visitor, user or Customer who violates Company's systems or network security may incur criminal or civil liability. Company reserves the right to charge up to \$500.00 USD per complaint to investigate such claims and charge such to Customer.

## 6. Customer's Responsibilities.

6.1. Customer is solely responsible for the quality, performance and all other aspects of the Customer Content.

6.2. Customer will cooperate fully with Company in connection with Company's delivery and performance of the Products. Customer must provide any equipment or software that may be necessary for Customer to use the Products. Delays in Customer's performance of its obligations under the Agreements will extend the time for Company's performance of its obligations hereunder that depend on Customer's performance on a day to day basis.

6.3. Customer assumes full responsibility for providing any of its visitors, customers and/or end users with any required disclosure or explanation of the various features related to Customer Content and any goods or services described therein, as well as any rules, terms or conditions of use.

6.4. Because the Products permit Customer to electronically transmit or upload content, Customer shall be fully and solely responsible for uploading, supplementing, modifying and updating the Customer Content.

6.5. Customer is responsible for ensuring that the Customer Content and all aspects of the Customer Content are compatible with the hardware and software used by Company to provide the Products. Specifications for the hardware and software used by Company to provide the Products will be available on the Website, in the Customer Account or should be requested

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by Customer. Company shall not be responsible for any damages to the Customer Content or other damages, or malfunctions or service interruptions caused by any failure of the Customer Content or any aspect of the Customer Content to be compatible or incompatible with the hardware and/or software used by Company to provide the Products.

6.6. CUSTOMER IS SOLELY RESPONSIBLE FOR MAKING BACKUP COPIES OF ANY CUSTOMER CONTENT.

## 7. Customer's Representations and Warranties.

7.1. Customer hereby represents and warrants to Company, and agrees that during the Initial Term and any Term (as such terms are defined herein) thereafter for the Products, that Customer will ensure that:

7.1.1. Customer is and remains the legal owner or valid licensee of the Customer Content and each element thereof, and Customer has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Customer Content and each element thereof, including without limitation, all copyrights, trademarks, logos, names and likenesses contained therein, without any obligation by Company to pay any fees, residuals, guild payments or other compensation of any kind to any person or third party;

7.1.2. Customer's use, publication, and display of the Customer Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated;

7.1.3. Customer will comply with all applicable laws, rules, and regulations regarding the Customer Content and will use the Customer Content only for lawful purposes; and

7.1.4. Customer has used and will continue to use its best efforts to ensure that the Customer Content is and will at all times remain free of all computer viruses, worms, Trojan horses and/or other malicious code.

7.2. Customer shall be solely responsible for the development, operation and maintenance of Customer Content, electronic commerce activities, all products and services offered by Customer or appearing through Customer Content and for all contents and materials appearing online or on Customer's products or within any services, including, without limitation:

7.2.1. the accuracy and appropriateness of the Customer Content and content and material appearing in its store or on its products or services;

7.2.2. ensuring that the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person or third party; and

7.2.3. ensuring that the Customer Content and the content and materials appearing in Customer Content or electronic commerce activities, products and services offered by Customer are not defamatory or otherwise illegal. Customer shall be solely responsible for accepting, processing and filling customer orders and for handling customer inquiries and/or complaints. Customer shall be solely responsible for the payment or satisfaction of any and all taxes associated with Customer Content, its website(s) and electronic commerce activities.

7.3. In addition to transactions entered into by Customer or on Customer's behalf, Customer agrees to be bound by the terms of the Agreements for transactions entered into on Customer's behalf by anyone acting as Customer's agent, and transactions entered into by anyone who uses Customer's Account, whether or not the transactions were on Customer's behalf.

8. Availability of the Services. Subject to the terms and conditions of the Agreement, Company shall use commercially reasonable efforts to attempt to provide the Website and Products on twenty-four (24) hours a day, seven (7) days a week basis, however, such up-time is not a guarantee. Customer understands, acknowledges and agrees that from time to time the Website and Products may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions, periodic maintenance, repairs or replacements that Company undertakes from time to time or causes beyond Company's reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. Customer understands, acknowledges and agrees that Company has no control over the availability of the Website and Products on a "guaranteed" continuous or uninterrupted basis and that Company assumes no liability to Customer or any other party with regard thereto.

## 9. Monitoring of Content; License to Company.

9.1. Company does not pre-screen or monitor Customer Content (whether posted to a website hosted by Company or posted to the Website). However, Company reserves the right (but undertakes no duty) to do so and decide whether any item of Customer Content is appropriate and/or complies with the Agreements.



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9.2. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide right and license during the Initial Term and any Term (as such terms are defined herein) thereafter to do the following to the extent necessary in the performance of the Products:

9.2.1. the right to reproduce, copy, use and distribute all and any portion of the Customer Content to the extent needed to provide and operate the Products.

9.2.2. digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Customer Content;

9.2.3. make archival or backup copies of the Customer Content (although Company is not required to do so as Customer is solely responsible for backing-up any Customer Content);

9.2.4. except for the rights expressly granted above, Company is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with Customer; and

9.2.5. Company, in its sole discretion, reserves the right:

9.2.5.1. to deny, cancel, suspend, transfer or alter, modify, correct, amend, change, program, or take any other corrective action to protect the integrity and stability of the Products (including altering, modifying, correcting, amending, changing, programming, or taking any other corrective action regarding any malicious code, software or related abusive activity, of the Customer Content and/or website(s)); and/or

9.2.5.2. to comply with any applicable laws, government rules, or requirements, requests of law enforcement, or to avoid any liability, civil or criminal.

9.3. Customer further agrees that Company shall not be liable to Customer for any loss or damages that may result from such conduct.

## 10. Billing and Payment.

10.1. Customer agrees to pay all amounts due for the Products at the time of order. All amounts are non-refundable unless otherwise noted in the Money Back Guarantee (see below).

10.2. Company reserves the right to change its prices and fees at any time, and such changes shall be on the Website and/or within a Customer Account and be effective immediately without further notice to Customer. Any pricing dispute shall be controlled by the pricing listed in a Customer Account and effective immediately without need for further notice to Customer. If Customer purchased or obtained the Products for a period of months or years, changes in prices and fees shall be effective when the respective Products renew.

10.3. Any Product fees may not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority (excluding any tax on Company's net income). All such taxes may be added to Company's invoices for the fees as separate charges to be paid by Customer. All fees are fully earned when due and subject to Company's refund policy, when paid to Company.

10.4. Unless otherwise specified, Customer agrees to pay all fees and related charges shall be due and payable within thirty (30) days after the date of the invoice ("Due Date"), unless otherwise stated in the Customer Account. If any invoice is not paid within seven (7) days after the Due Date, Company may charge Customer a late fee of \$50.00 for and in addition any amounts payable to Company

10.5. If Company collects any payment due by law or through an attorney or under advice from an attorney or through a collection agency, or if Company prevails in any action to which Customer and Company are parties, Customer agrees to pay all costs of collection, arbitration and litigation, including, without limitation, all court costs and Company's reasonable attorneys fees.

10.6. If any Customer payment is returned for insufficient funds, then Company may impose a minimum processing charge of \$50.00, which Customer agrees to pay.

10.7. Customer agrees in the event that any amount due to Company remains unpaid seven (7) days after such payment is due, Company, in its sole discretion, may immediately terminate the Agreements, and/or terminate, suspend or cancel the Products.

10.8. Customer agrees to pay a minimum charge of \$100.00 to reinstate a Customer Account that has been suspended or terminated.

10.9. Customer agrees to pay wire transfers of \$50.00 per wire transfer.

10.10. Customer agrees to pay a charge of \$50.00 for all credit card chargebacks.

10.11. Auto Renewal:

10.11.1. Other than as required by applicable law, Company does not retain hard copies or electronic versions of mandates, standing orders or standing instruction forms and/or any signed consents relating to a Customer's payment or usage of Company automatic renewal services, and Company are therefore unable to provide any such document upon request.



10.11.2. IN ORDER TO ENSURE THAT CUSTOMER DOES NOT EXPERIENCE AN INTERRUPTION OR LOSS OF ACCESS TO THE PRODUCTS, THE PRODUCTS ARE OFFERED ON AN AUTOMATIC RENEWAL BASIS. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL RENEWS THE APPLICABLE PRODUCT UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE TERM PERIOD.

10.11.3. UNLESS CUSTOMER DISABLES THE AUTOMATIC RENEWAL OPTION IN THE CUSTOMER ACCOUNT, COMPANY WILL AUTOMATICALLY RENEW THE APPLICABLE PRODUCT WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM ANY PAYMENT METHOD CUSTOMER HAS ON FILE WITH COMPANY AT COMPANY'S THEN CURRENT RATES, WHICH CUSTOMER ACKNOWLEDGES AND AGREES MAY BE HIGHER OR LOWER THAN THE RATES FOR THE INITIAL OR RENEWAL TERM. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO CUSTOMER AND THE PRODUCTS, CUSTOMER WILL NEED TO LOG INTO THE CUSTOMER ACCOUNT. IF CUSTOMER DOES NOT WANT ANY SERVICE TO AUTOMATICALLY RENEW, CUSTOMER MAY ELECT TO CANCEL SUCH RENEWAL, IN WHICH CASE, THE SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS CUSTOMER MANUALLY RENEWS THE PRODUCTS PRIOR TO THAT DATE (IN WHICH CASE THE PRODUCTS WILL AGAIN BE SET TO AUTOMATIC RENEWAL). FOR AVOIDANCE OF ANY DOUBT, SHOULD CUSTOMER ELECT TO CANCEL THE PRODUCTS AND FAIL TO MANUALLY RENEW THE PRODUCTS BEFORE EXPIRATION OF THE THEN CURRENT TERM, CUSTOMER MAY EXPERIENCE AN INTERRUPTION OR LOSS OF ACCESS TO THE PRODUCTS AND LOSS OF CUSTOMER CONTENT, AND COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY REGARDING SUCH INTERRUPTION OR LOSS.

10.11.4. IN AN EFFORT TO ENSURE THE SUCCESSFUL RENEWAL OF A CUSTOMER DOMAIN NAME AND/OR SECURE SOCKETS LAYER ("SSL") REGISTRATION, COMPANY MAY PROCESS THE RENEWAL CHARGES UP TO TWO (2) WEEKS (OR MORE AS NECESSARY) IN ADVANCE OF CUSTOMER'S EXPIRATION DATE UNLESS CUSTOMER EXPLICITLY REQUESTS IN WRITING OTHERWISE.

10.11.5. COMPANY MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY CUSTOMER'S CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON CUSTOMER BANK'S PARTICIPATION). IF COMPANY IS UNABLE TO SUCCESSFULLY CHARGE CUSTOMER'S EXISTING PAYMENT METHOD, CUSTOMER'S CREDIT CARD PROVIDER (OR CUSTOMER'S BANK) MAY NOTIFY COMPANY OF UPDATES TO CUSTOMER'S CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR MAY AUTOMATICALLY CHARGE CUSTOMER'S NEW CREDIT CARD ON COMPANY BEHALF WITHOUT NOTIFICATION TO COMPANY. IN ACCORDANCE WITH ANY RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT COMPANY IS NOTIFIED OF AN UPDATE TO CUSTOMER'S CREDIT CARD NUMBER AND/OR EXPIRATION DATE, COMPANY MAY AUTOMATICALLY UPDATE CUSTOMER'S PAYMENT PROFILE ON CUSTOMER'S BEHALF. COMPANY MAKES NO GUARANTEES THAT COMPANY WILL REQUEST OR RECEIVE CUSTOMER'S UPDATED CREDIT CARD INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS CUSTOMER'S SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN THE ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO CANCELING THE SERVICES; AND ENSURING CUSTOMER'S ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF THE SERVICES, AND COMPANY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY REGARDING SUCH INTERRUPTION OR LOSS.

10.11.6. If for any reason Company is unable to charge Customer's payment method for the full amount owed, or if Company receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to Customer's payment method, Customer agrees that Company may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation of the Products, without notice to Customer. Company also reserves the right to charge Customer reasonable "administrative" fees for tasks Company may perform outside the normal scope of its Products; additional time and/or costs Company may incur in providing the Products; and/or Customer's noncompliance with the Agreements (as determined by Company in its sole and absolute discretion).

10.11.7. Typical administrative or processing fee scenarios include but are not limited to Customer service issues that require additional personal time or attention; recouping any and all costs and fees, including the cost of the Products, incurred by Company as the results of chargebacks, reversals, payment disputes, penalties or other payment disputes brought by Customer, Customer bank or Customer payment method processor. These administrative fees or processing fees will be billed to the payment method Customer has on file in the Customer Account.

10.11.8. Company may offer pricing in various currencies. The transaction(s) will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain payment methods, the issuer of Customer's payment method may charge Customer a foreign transaction fee or other charge(s), which may be added to the final amount that appears on Customer's bank statement or post as a separate amount. Customer should check with the issuer of Customer's payment method for details. In addition, regardless of the selected currency, Customer acknowledges and agrees that Customer may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on Customer's bank and/or the country indicated in Customer's billing address section in the Customer Account.

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## 11. Term; Termination; Cancellation Policy.

11.1. The initial/introductory term of the Agreements shall be as set forth in the Order (the "Initial Term"). The Initial Term shall begin upon commencement of the Products. After the Initial Term, the Agreements shall automatically renew. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."

11.2. Money Back Guarantee. Company provides a 30-day money back guarantee for new hosting account registrations, subject to the following terms and conditions:

11.2.1. Nonrefundable Fees: Fees paid by Customer in connection with the purchase of SSL certificates, domain privacy, and domain names are nonrefundable.

11.2.2. Cancellations before ninety (30) Days. In the event Customer cancels the Services prior to the expiration of ninety (30) calendar days, Customer will receive a refund of all fees paid in connection with the hosting service, with the exception of any Nonrefundable Fees set forth below:

11.2.3. Dedicated IP: Any fees paid by Customer in connection with will be refunded at a prorated rate based on the registration date, the term of service, and the date of cancellation.

11.2.4. Cancellations After ninety (30) Days: Customer may cancel his/her/its Services at any time, before or after automatic account renewal, and, with the exception of any Nonrefundable Fees set forth above and setup fees, if any, which are nonrefundable after ninety (30) calendar days, receive a pro-rated refund for all other fees paid for Services.

11.3. AFTER THE INITIAL TERM, CUSTOMER ACKNOWLEDGES, AGREES AND AUTHORIZES COMPANY TO AUTOMATICALLY BILL AND/OR CHARGE ON CUSTOMER'S CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELED BY EITHER PARTY AS PROVIDED HEREIN. REFER TO: "BILLING AND PAYMENT" SECTION FOR ADDITIONAL DETAILS.

11.4. The Agreements may be canceled by Customer upon proper notice to Company, prior to the end of the Initial Term or any Term, thereafter. Customer will be subject to a minimum \$100.00 charge as an early cancellation fee. If Customer cancels the Agreements, no refund will be provided for unused time remaining on the Customer Account. Customer shall be obligated to pay for all charges for all Products for each month remaining in the Term. Customer shall be obligated to pay all fees and charges accrued prior to the date of such cancellation. Company may, but is under no obligation to, refund to Customer any pre-paid fees for the Products but only for the full months remaining after effectiveness of cancellation. No partial month fees shall be refunded. Any refund in this manner will not include any setup and/or cancellation fees, regular cost of any "free" services, and any discount(s) applied for prepayment, provided that Customer is not in breach of any terms and conditions of the Agreements.

11.5. Company may terminate the Agreements in the event of nonpayment by Customer.

11.6. Company may terminate the Agreements, without penalty, if the Products are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, or as otherwise provided herein. Company will provide Customer as much prior notice as reasonably practicable.

11.7. Company may terminate the Agreements or restrict access to the Customer Account or access to all or any part of the Products at any time, with or without cause, with or without notice, effective immediately.

11.8. In the event a Customer Account is suspended or terminated and Customer is logged into and/or can access the Customer Account, Company may terminate any Customer session within the Customer Account.

11.9. Company may immediately terminate the Agreements, without penalty or notice and without refund, if Company, in Company's sole and absolute discretion or judgment, determines that Customer's use of the Products or Customer Content violates any Company term or condition of the Agreements or Customer's use of the Products disrupts, or in Company's sole and absolute discretion or judgment, could disrupt the Company's business operations or ability to provide the Products.

11.10. Company may terminate a Customer's access to the Website or Products if Company has reason to believe, in its sole judgment, Customer is a repeat offender of the Agreements.

11.11. Company may terminate a Customer's access to the Website or Products if Customer was previously terminated, suspended or canceled by Company for any reason.

11.12. If Company terminates Customer's access to the Website or Products, Customer may, in its sole and absolute discretion, remove and destroy any data and files stored by Customer on Company's servers.

11.13. Upon termination of the Agreements for any cause or reason whatsoever, neither party shall have any further rights or obligations under the Agreements, except as expressly set forth herein, provided however, the provisions of Sections 2, 5, 6, 7, 8, 10.4-10.10, 13, 14, 16, 17, 18, 19, 20, 22, 23, and 29 of shall survive the expiration or termination of for any cause or reason whatsoever, and, notwithstanding the expiration or termination of the Agreements, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under the Agreements. Termination of the Agreements and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which Company may be entitled.



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12. **Conduct Towards Company.** Company will protect the health, safety, and welfare of Company's employees. Unprofessional conduct, threats, abusive language (including, but not limited to, disparaging remarks regarding the sex, race, religion, or sexual orientation of Company's employees) and/or anything that could be considered hate speech in the course of Customer's communications with Company will not be tolerated. Such conduct may result in the termination of communications and repeated offenses may result in the suspension, cancellation or termination of the Products and Customer Account, without any refund to Customer, as determined in Company's sole and absolute discretion.
13. **Property Rights.**
  - 13.1. Company hereby grants Customer a limited, non-exclusive, non-transferable, royalty-free license, exercisable solely during the Term of the Agreements, to use Company's technology, products and services solely for the purpose of accessing and using the Products. Customer may not use Company's technology for any purpose other than for accessing and using the Products. Except for the rights expressly granted herein, the Agreements do not transfer from Company to Customer any Company technology, rights, titles, and interests in, or to any Company technology, all of which shall remain solely with Company. Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets related to the Products or Customer Account.
  - 13.2. Company owns all right, title and interest in and to the Products and Company's trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Products and the related hardware, software and systems (collectively, the "Marks"). Nothing in the Agreements constitutes a license to Customer to use or resell the Marks.
  - 13.3. Company's web interface is proprietary to Company. Although Company does not protect either with compilation nor encryption, each is protected under trademark, copyright, trade secret and other laws. Customer shall not modify or distribute such proprietary materials in any fashion unless authorized in writing by Company. Under no circumstances will Company allow Customer to make any changes to any copyright notice and/or disclaimers related thereto. Requests for modification(s), including translating into other languages, addition of links or advertising, changes to menus, or customer-specific options, must be sent to the Company's Legal department via the methods found at the Website. All such requests are subject to an approval process by Company but are not required to be granted. Changes for the benefit of a single customer which would cause more than one concurrent version of the software will not be considered.
14. **Trademark and/or Copyright Claims.** Company supports the protection of intellectual property. If Customer would like to submit a trademark claim for violation of a mark on which Customer holds a valid, registered trademark or service mark, or a copyright claim for material on which Customer holds a bona fide copyright, please contact Company for further discussion.
15. **Links To Third-Party Website.** The Website and the Products may contain links to third-party websites that are not owned or controlled by Company. Company assumes no responsibility for such content, terms, and conditions, privacy policies, or practices of any third-party websites. In addition, Company does not censor or edit the content of any third-party website. By using the Website or Products, Customer expressly releases Company from any and all liability arising from Customer use of any third-party website. Accordingly, Company encourages Customer to be aware when Customer leaves the Website or Products to review the terms and conditions, privacy policies, and other governing documents of each other website that Customer may visit.
16. **Disclaimer of Representations and Warranties.**
  - 16.1. CUSTOMER AGREES TO USE ALL PRODUCTS AND ANY INFORMATION OBTAINED THROUGH OR FROM COMPANY, AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY EXERCISES NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR THE CONTENT OF THE INFORMATION PASSING THROUGH COMPANY'S HOST COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE OR THE INTERNET. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CUSTOMER'S USE OF THE WEBSITES AND PRODUCTS PROVIDED ON AN "AS-IS," "AS AVAILABLE BASIS," AND "WITH ALL FAULTS."
  - 16.2. COMPANY, ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, ATTORNEYS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, A "COMPANY PERSON") DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER





STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE PRODUCTS OR ANY EQUIPMENT COMPANY PROVIDES. NO COMPANY PERSON MAKES ANY WARRANTIES THAT THE PRODUCTS WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCT OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, PRODUCT, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE PRODUCTS. COMPANY IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE PRODUCTS.

16.3. CUSTOMER SPECIFICALLY ACKNOWLEDGE AND AGREES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION, ITS CALL CENTER REPRESENTATIVES), AND THIRD-PARTY SERVICE PROVIDERS CONSTITUTE LEGAL OR FINANCIAL ADVICE OR CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THE WEBSITES OR PRODUCTS, AND CUSTOMER SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

16.4. THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENTS OR CUSTOMER'S USE OF THE WEBSITES OR THE PRODUCTS.

## 17. Limited Warranty

17.1. Company represents and warrants to Customer that the Products will be delivered or performed in a manner consistent with industry standards reasonably applicable to the performance thereof; at least at the same level of service as provided by Company generally to its other customers for the same Products; and in compliance in all material respects with the applicable Products descriptions. Customer will be deemed to have accepted the Products unless Customer notifies Company, in writing, within thirty (30) days after the delivery of the Products of any breach of the foregoing warranties. Customer's sole and exclusive remedy, and Company's sole obligation, for breach of the foregoing warranties shall be for Company, at its sole and absolute discretion, to re-perform the defective Products at no cost to Customer. Company may provision the Products from any of its data centers and may from time-to-time re-provision the Products from different data centers.

17.2. The foregoing warranties shall not apply to performance issues or defects in the Products caused by factors outside of Company's reasonable control that resulted from any actions or inactions of Customer or any third parties or that resulted from Customer's equipment or any third-party equipment not within the sole control of Company.

## 18. LIMITATION OF LIABILITY.

18.1. IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITES; THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE; THE PRODUCTS FOUND AT THE WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITES; PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER; THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER; ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN; ANY INTERRUPTION OR CESSATION OF PRODUCTS OR SERVICES TO OR FROM THE WEBSITES OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITES; ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE WEBSITES OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE; ANY CUSTOMER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE; AND/OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF CUSTOMER'S USE OF THE WEBSITE OR THE PRODUCTS FOUND AT THE WEBSITE, 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.

18.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENTS, CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES COMPANY'S MAXIMUM LIABILITY UNDER THE AGREEMENT FOR ANY DAMAGES, LOSSES, COSTS AND CAUSES OF ACTIONS FROM ANY AND ALL CLAIMS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, QUASI-CONTRACT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED THE ACTUAL DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS

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WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE, OR \$5,000 U.S. DOLLARS, WHICHEVER IS LESS.

18.3. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENTS OR CUSTOMER'S USE OF THE WEBSITES OR PRODUCTS.

18.4. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THE FOREGOING LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE MATTER HEREIN AND FURTHER UNDERSTANDS THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THE AGREEMENTS.

18.5. The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in Section shall not apply to Customer's indemnification obligations.

18.6. Customer understands, acknowledges and agrees that if Company takes any corrective action under the Agreements because of an action of Customer or one of its other customers or a reseller, that such corrective action may adversely affect Customer's customer or other reseller's customers, and Customer agrees that Company shall have no liability to Customer, any of Customer's customers or any reseller's customer due to such corrective action by Company.

18.7. This Section reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection herewith. The terms of this Section shall survive any termination of this Agreement.

18.8. A visitor, user or Customer may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, the exclusions or limitations in the Agreements that directly conflict with such laws may not apply.

19. Indemnification. Customer agrees to protect, indemnify, defend and hold harmless Company 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 Customer directly or indirectly arising from Customer's use of and access to the Website or Products; Customer's violation of any provision of the Agreements; any acts or omissions of Customer, and/or Customer's 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 the Agreements or Customer's use of the Website or Products.

20. Compliance with Local Laws. Company makes no representation or warranty that the content available on the Website or Products are appropriate in every country or jurisdiction, and access to the Website or Products from countries or jurisdictions where any content is deemed illegal is prohibited. Customers or Customer's users who choose to access the Website or Products are responsible for compliance with all local laws, rules and regulations.

21. Independent Contractor. Other than set forth in the Agreements, Company and Customer are independent contractors, and nothing contained in the Agreements places Company and Customer in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party or to obligate or bind the other party in any manner whatsoever.

22. Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to the Agreements, including the formation thereof or any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Tennessee. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreements. ANY SUIT, ACTION OR PROCEEDING CONCERNING THE AGREEMENTS MUST BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN DAVIDSON COUNTY, TENNESSEE, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT



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HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

## 23. Jurisdiction and Disputes

23.1. Customer acknowledges and agrees that the Agreements are deemed to be entered into in Tennessee, regardless of the location of Customer.

23.2. Prior to the filing of any claim or lawsuit with respect to any dispute arising under the Agreements (other than a suit seeking injunctive relief as provided hereunder), the aggrieved party will request in writing the other party's involvement in the negotiation of an amicable resolution. The parties will use their best efforts in good faith to arrange written communications, personal meetings and/or telephone conferences as needed and mutually convenient to the management personnel involved within thirty (30) days following the request for dispute resolution negotiations (the "Negotiation Period"), and no lawsuit will be commenced with respect to the dispute during such Negotiation Period. In the event pre-litigation negotiations are unsuccessful in the Negotiation Period, any dispute between the parties concerning the terms of the Agreements or performance under the Agreements shall be submitted and resolved by civil litigation in the state or federal court of the State of Tennessee, Davidson County. The parties hereto consent to the jurisdiction of such state or federal court, and hereby waive any jurisdictional or venue defenses otherwise available to it.

23.3. CLASS ACTION WAIVER. CUSTOMER AGREES NOT TO CONSOLIDATE MORE THAN ONE PERSON'S CLAIM, AND MAY NOT OTHERWISE PRESIDE OVER OR PARTICIPATE IN ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING OR CLAIMS (SUCH AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION OR PRIVATE ATTORNEY GENERAL ACTION) UNLESS BOTH CUSTOMER AND COMPANY SPECIFICALLY AGREE IN WRITING TO DO SO. NEITHER CUSTOMER, NOR ANY OTHER MEMBER OF COMPANY CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING.

## 24. Headings. The headings herein are for convenience only and are not part of the Agreements.

25. Entire Agreement; Amendments. The Agreements and documents incorporated herein by reference, supersedes all prior discussions, negotiations, and agreements between the parties with respect to the subject matter hereof, and the Agreements (unless specifically stated therein) constitute the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between the Agreements, any Order, any purchase order, service order, work order, confirmation, correspondence or other communication of Customer or Company, the terms and conditions of the Agreements shall control. No additional terms or conditions relating to the subject matter of the Agreements shall be effective unless approved in writing by an authorized representative of Customer and Company. The Agreements may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that the Agreements may be modified from time to time by Company in its sole discretion, which modifications will be effective upon posting to the Website or in the Customer Account.

26. Severability. All rights and restrictions contained in the Agreements may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render the Agreements illegal, invalid or unenforceable. If any provision or portion of any provision of the Agreements shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

27. Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered by email, in person or by an overnight delivery or postal service, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the address numbers set forth below or in Customer's Account. Company may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in the Customer Account.



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28. Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of the Agreements shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
29. Assignment; Successors. Customer may not assign or transfer the Agreements or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign its rights and obligations under the Agreements and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Customer. The Agreements shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
30. Limitation of Actions. No action, regardless of form, arising by reason of or in connection with the Agreements may be brought by either party more than two years after the cause of action has arisen.
31. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under the Agreements (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, epidemics, pandemics, government order, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
32. No Third-Party Beneficiaries. Except as otherwise expressly provided in the Agreements, nothing in the Agreements shall be deemed to confer any third-party rights or benefits.
33. Government Regulations. Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with the Agreements without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.
34. U.S. Export Laws. The Website and the Products 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"). Customer shall not use the Products 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 Products in violation of any U.S. Export Laws. None of the Products may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any country with which the United States has embargoed trade; or 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. By using the Website and the Products, Customer agrees to the foregoing and represents and warrants that Customer is not a national or resident of, located in, or under the control of, any restricted country; and Customer is not on any denied parties list; and Customer agrees to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If Customer accesses the Website or the Products from other countries or jurisdictions, Customer does so on Customer own initiative and Customer is responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, Customer shall not access the Website or the Products. The obligations under this section shall survive any termination or expiration of the Agreements or Customer use of Customer Site or the Products.



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35. Translation. The Agreements are written in English (USA). Company may, but is not obligated to, translate the terms into other languages. To the extent any translation is provided, it is provided for convenience purposes only, and in the event of a conflict between a translated version of the Agreements and the English (USA) version, the English (USA) version will control. Where a translated version is required to be provided by law such is to be considered binding in which both language versions shall have equal validity; each visitor, user or Customer acknowledges that each has reviewed both language versions and each is substantially the same in all material respects; and in the event of any discrepancy between any versions, the translated version may prevail.

36. Contact Information. If Customer has any questions about the Agreements, please contact Company by email or regular mail at the following address – 801 2nd Avenue North Floor 3, Nashville, TN 37201 or support@superwise.ai.

