

CUSTOMER AGREEMENT (“Agreement”)

This Customer Agreement (“Agreement”) is an agreement between [SITELOCK, LLC](#), an Arizona limited liability company (“the Company”) and the party set forth in the related Registration Form (“Customer”) incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by Customer, the “Registration Form”), and applies to the purchase of all services ordered by Customer on the Registration Form (collectively, the “Services”). As used herein the term “Customer” shall also include any and all users, customers, subscribers, affiliates (including without limitations users or non-users to whom the Company provides links or banners to promote the services or products of the Company or any third party the services or products of which are offered by or obtained through or in connection with the Company), resellers or others (i) who sign up for, use or obtain services or products from the Company or from any third party services or products of which are offered by or obtained through or in connection with the Company, or (ii) who visit the websites of the Company or its affiliates.

PLEASE READ THIS AGREEMENT CAREFULLY.

SIGNING UP FOR THE SERVICES CREATES A CONTRACT BETWEEN CUSTOMER AND SITELOCK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE “COMPANY”) CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS USER AGREEMENT. CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING OUR ACCEPTABLE USE POLICY. CUSTOMER’S USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

BY CLICKING THE “I ACCEPT” BUTTON OR CHECKBOX IN THE REGISTRATION FORM, CUSTOMER HEREBY AGREES WITH THE COMPANY TO THE FOLLOWING TERMS OF SERVICE AND ANY TERMS INCORPORATED HEREIN BY SPECIFIC REFERENCE (COLLECTIVELY, THE “TERMS”).

THE COMPANY RESERVES THE RIGHT TO MODIFY OR AMEND THESE TERMS WITHOUT NOTICE AT ANY TIME, AND SUCH MODIFICATION WILL BE EFFECTIVE UPON POSTING BY THE COMPANY ON ITS WEBSITE. CUSTOMER AGREES TO BE BOUND BY ANY CHANGES TO THESE TERMS WHEN CUSTOMER USES THE SERVICES AFTER ANY SUCH MODIFICATION IS POSTED. IT IS THEREFORE IMPORTANT THAT CUSTOMER READ THIS PAGE REGULARLY TO ENSURE CUSTOMER IS UPDATED AS TO ANY CHANGES.

NOTE: THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY “DISPUTE” (AS

DEFINED BELOW) BETWEEN YOU AND THE COMPANY. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS FURTHER DESCRIBED BELOW.

This Agreement is a binding contract between the “Company” and the party set forth in the related Registration Form, which is incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by Customer, the “Registration Form”), and applies to the purchase of all services ordered by Customer on the Registration Form.

1. Definitions

- a. “Customer” means the party set forth in the related Registration Form and includes any and all users, customers, subscribers, affiliates (including without limitations users or non-users to whom the Company provides links or banners to promote the services or products of the Company or any third party the services or products of which are offered by or obtained through or in connection with the Company), resellers or others (i) who sign up for, use or obtain services or products from the Company or from any third party services or products of which are offered by or obtained through or in connection with the Company, or (ii) who visit the websites of the Company or its affiliates.
- b. “Devices” means computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices.
- c. “Expert Services” shall mean secure web design and website cleaning services.
- d. “IPs” means Internet Protocol addresses.
- e. “Network Security Audits” are audits conducted to ascertain the compliance of network Devices with certain published security standards and to disclose security vulnerabilities and may include, but are not limited to, port scanning and port connections, evaluating services by checking versions and responses to certain requests, and crawling a website to perform testing of forms, application responses, or to confirm the existence of certain files. Customer understands and acknowledges that, in some situations, based on analysis of Customer practices by the Company, certain automated or manual system probes to identify website and network vulnerabilities (i) will be inherently invasive and intrusive, and include attempts by the Company or its agents, as applicable, to gain unauthorized access to Customer’s systems in an effort to make Customer aware of those areas in which Customer’s system is vulnerable to intrusion, damage, and/or unauthorized use, (ii) may result in inadvertent damage to Customer’s system as a result of dissimilarities among network systems, (iii) may cause excessive amounts of log messages resulting in excessive disk space consumption, (iv) may cause degradation of Customer’ system as a result of attempts to penetrate it including, but not limited to possible “slowdowns”, “hanging” or “crashing” of Customer’s system, possible failure of Customer’s system as a result of attempts to invade it, or any other damage resulting from intrusive and/or invasive techniques used to gain access to Customer’s system.

Customer hereby gives its informed consent to intrusion into Customer's systems by The Company and its agents for the sole purpose of performing the Evaluation Services provided herein. Customer hereby authorizes the Company to perform Network Security Audits, on any Devices and IPs specified by Customer.

- f. "Services" means those services offered by the Company that are branded by the Company that have been purchased by Customer, and are provided for the purposes of conducting Network and Website Security Audits.
- g. "Website" means the Company's systems accessible by the Internet that facilitate, provide or describe the Services.

2. Ineligible Parties. To the extent permissible by law, Customer is ineligible to subscribe to the Services if: (1) Customer is a competitor of the Company, (2) Customer or its employees using the Services have been convicted for any computer or Internet related crimes, (3) Customer is more than sixty (60) days past due on any monies owed to the Company, or (4) Customer is located in a region that is prohibited from using the Services by law.
3. Customer Identity and Authority. Customer agrees to provide current, accurate information in all electronic or hardcopy registration forms submitted in connection with the Services. Customer agrees not to impersonate or in any way misrepresent its affiliation or authority to act on behalf of any person, company, or other entity. By subscribing to the Services or accepting these Terms, the Customer personnel using the Services or accepting these Terms, certify that they are authorized to act on behalf of the Customer, and are authorized by Customer as a representative of an individual, business or other legal entity having contractual usage rights granted by an ISP or Web Host owning or licensed to use, any and all IPs and the associated Devices to which you direct the Services to be performed. Customer agrees to cooperate with the Company in reasonable measures to verify the identity and authority of persons using the Services.
4. Prohibited Uses. Customer must never use or direct the Services to interact with IPs or Devices for which Customer is not expressly authorized to do so. Customer must not use the Services in such a way as to create unreasonable load on IPs or Devices to which you have directed the Services to interact. Customer may not use any of the Company IP or Device, directly or indirectly, to initiate, propagate, participate, direct or attempt any attack, hack, or crack, or send bandwidth saturation, malicious or potentially damaging network messages to any Device, whether owned by the Company or not. Customer must not direct any such attacks of any kind using any protocol at any of the Company's Devices. Customer must not direct bots, spiders, crawlers, or any other automated process at the Company's computer systems. Customer must not, through the use of the Services or by any other means, create unreasonable load on any of the Company's Devices. Customer must not use the Services or the Company's Devices to perform any unlawful activity including but not limited to computer crime, transmission or storage of illegal content, or content or software in violation of intellectual property and copyright laws. Customer must not access information on the Company's Devices for which you are not authorized, or

which is not made available intentionally, publicly and in accordance with the Company's Privacy Statement. If Customer gains access to any information for which Customer is not authorized, by any method or means, or for any reason, Customer must report such access to the Company immediately and destroy all electronic or hard copies of such information. Customer must report incidents by email with return receipt requested as set forth on our Website. Any breach of the above covenants will result in immediate termination of Services and, if appropriate, referral to law enforcement authorities.

5. **Conduct and Content.** Customer will use the Services in a responsible, businesslike manner in accordance with the law. Customer is responsible for its conduct while using the Services, as well as for any content Customer posts, distributes, transmits or solicits from others while using the Services. Customer will not use the Services in such a way as to distribute, link-to, transmit or solicit any content of any type that: (a) is unlawful, libelous, violates a contract, or regulation; (b) is obscene, harmful to minors, pornographic, invasive to another's privacy, racist, unethical, or otherwise offensive; (c) advocates or solicits criminal behavior, violence or racism; (d) infringes on someone's intellectual property rights, copyright, or other right; (e) constitutes unauthorized or unsolicited commercial communications such as bulk or SPAM email; (f) contains any computer code designed to disrupt, damage or impair any computer or network systems and software, such as viruses, trojans, back doors, or macros, whether or not any damage occurs; (g) surreptitiously intercepts, downloads, copies, detrimentally interferes with, damages, or expropriates any system, data, or personally identifying information; (h) defaces the Web site or Services in any way; or (i) reveals your account access information such as your password or secret question. Customer will comply with all applicable laws, regulations, and the Company policies regarding on-line conduct and content.
6. **Security.** Customer agrees not to provide access to the Services by: (a) allowing others to use its account; (b) creating an account for someone who is not authorized to perform the role or view the information for which you have granted access; or (c) failing to revoke access for those persons who are no longer authorized to access the Services for any reason. Customer will immediately notify the Company of any unauthorized access from its account or the accounts of others for which Customer has administrative authority, including the use of accounts, passwords, or any other breach of security. Customer will not solicit another party's password for any reason. Customer will not access someone else's account, nor disrupt, interfere, or limit the functioning of the Services, or other's enjoyment of the Services.
7. **Expert Services.**
 - a. In the event the Company provides Expert Services to Customer, Customer understands, acknowledge and agrees to allow the Company to perform any and/or all of the following:
 - i. Log in to Customer's website through Customer's control panel and/or FTP by using credentials provided by the Customer;

- ii. Download Customer's website (e.g., pages, code, images, etc.), database, and any associated applications related to Customer's website;
 - iii. Diagnose, repair, and/or remove any malware or links to malware, modify code to remove vulnerabilities identified to database or cross-site scripting types of hacks;
 - iv. Upgrade application versions for any applications that are known to be vulnerable (e.g., blogs, shopping carts, etc.);
 - v. Create new web pages and/or perform web design services;
 - vi. Re-upload Customer's website; and/or
 - vii. Modify Customer's login credentials to any application, account, and/or related matters.
 - viii. Contact Customer's hosting company on behalf of Customer
 - ix. Contact Google, Phishtank and/or other malware listing authorities on behalf of Customer.
- b. In the event the Company provides Expert Services to Customer, Customer shall assist the Company as follows:
- i. Modifying login credentials for Customer's FTP account(s), hosting account(s), applications, and e-mail account(s), using a strong password (i.e. upper case characters, lower case characters, numbers, symbols);
 - ii. Running and keep up-to-date all anti-virus software on all Devices
 - iii. Research any scripts, programs, plug-ins, themes a Customer implements for known security vulnerabilities; remove any known and/or unresolved vulnerabilities;
 - iv. Remove unused FTP accounts;
 - v. Remove all unknown cron jobs;
 - vi. Secure php configuration settings in a Customer's php.ini file(s);
 - vii. Update file permissions for files and folders in a Customer's account.
 - viii. Purchase any required upgrades of third-party software necessary for security vulnerabilities.

8. DISCLAIMER OF WARRANTY

- a. The Company does not guarantee the accuracy of information found through its Services. Customer reliance on information found through its Services is at your own risk.
- b. THE SERVICES, AND ALL ITS CONTENTS, IS PROVIDED TO Customer "AS IS." THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, OR DATA ACCURACY.

- c. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ANY OTHERS INVOLVED IN CREATING THE SERVICE BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES RESULTING FROM ANY CIRCUMSTANCE INVOLVING THE SERVICES (INCLUDING BUT NOT LIMITED TO DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, UNAUTHORIZED USE OF THIS SITE, LOST DATA, DELAY IN OPERATION OR TRANSMISSION, BREACH OF SECURITY, LINE FAILURE, DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS SITE, OR COMPUTER VIRUS, WORM, TROJAN HORSE OR OTHER HARMFUL COMPONENT), EVEN IF Customer HAVE ADVISED THE COMPANY IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE.
 - d. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENTS AVAILABLE THROUGH THE SERVICES IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WHILE WE MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, Customer SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THIS SITE CONTAINS ALL THE RELEVANT INFORMATION AVAILABLE. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.
 - e. Applicable laws may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to Customer. However, in no event shall the Company's aggregate liability to you or any third party for damages, losses, and causes of action exceed the amount paid by Customer, if any, for accessing the Services or \$100, whichever is less. Customer agrees to bring any and all actions within one year from the date of the accrual of the cause of action, and that actions brought after this date will be barred.
 - f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THE TERMS.
9. Copyright and Intellectual Property. All content provided by the Company in connection with the Services is protected under copyright law. Unless authorized in writing by the Company or elsewhere in these Terms, Customer must not reproduce or distribute in any form, whether or not for commercial purposes, any part of the Services. Unless indicated otherwise, you may view, download, copy, and print the Company documents from the Services, as long as such documents are for Customer's use only and are not posted, distributed, modified, including being

defaced or remove copyright, trademark or other intellectual property ownership notices.

10. **Right to Display the Company's Seals.** Customer agrees to place the HTML source code only on sites provided by the Company for the display of the Company's seals. Customer agrees to only place this HTML code on sites that are approved by the Company. The Company's seals shall at all times be served only from the Company's designated servers and remain under the full control of the Company. the Company shall have the right to discontinue the serving of the Company's seals should any Website, or other device being scanned that is used in connection with the Website or its services fail to meet the Company's certification guidelines. Removal of the Company's seals for reasons stated in the previous sentence does not relieve any financial obligation Customer has to the Company nor does it constitute any responsibility for the Company to provide refunds during the time that the seals are not displayed. Should Customer discontinue the Services, Customer agrees to immediately remove all HTML source code supplied by the Company from Customer's servers. Customer is prohibited from using the Company's seals for or on behalf of any other organization or in connection with any domain name and/or organization name other than those approved by the Company, and enrolled and established under Customer's account. Customer will not alter the Company's seals in any form, change the data contained within the image, change the file name of the image, or artificially change the size or shape of the image(s). The right to display the Company's seals is a non-exclusive, limited license which may be revoked at any time at the sole discretion of the Company.
11. **Privacy.** By agreeing to these Terms, Customer also agrees that the Company may collect and use Customer personnel's personally identifying information in accordance with the Company's Privacy Statement. Customer also agrees to make commercially reasonable efforts to avoid accessing or revealing private or personally identifying information using the Services, and to comply with any provisions of the Privacy Statement that may affect use of the Services. The Company's Privacy Statement is incorporated here by reference, and is subject to change from time to time at the Company's sole discretion.
12. **Use of Interactive Services.** Any forums, chat rooms, support tools or other interactive tools associated with the Services are intended as a tool to discuss computer security issues, generally available the Company products, services, and other business and technical issues related to the use of the Services. The interactive services are not intended to register complaints and may not be used by Customer to solicit for business. The Company does not normally screen or edit user content or monitor interactive services, except as necessary to provide technical and customer support, but reserves the right to do so in the future. The Company is not responsible for any unintended or prohibited content.
13. **Confidentiality.** Except as provided in the Company's Privacy Statement, the Company and Customer agree, for a period of on (1) year following expiration or

termination of the Services, to hold each other's Confidential Information in confidence and not to disclose it to any third party without the prior written consent of the disclosing party. The parties agree to use such Confidential Information of the disclosing party only for the purpose of performing the party's obligations under this Agreement. Further, the receiving party shall use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care. Customer understands and agrees that the Company may transfer the Customer data, which is gathered by the Services purchased by Customer, to the Company data centers outside of Customer's nation for purposes of fulfilling the Company's obligations under these Terms. "Confidential Information" shall mean non-public, proprietary information including, without limitation, any information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, business strategies, future projects or products, projects or products under consideration, procedures, and information related to finances, costs, prices, vendors, customers and employees which is disclosed by such party or on its behalf whether before, on or after the date hereof, directly or indirectly, in writing, orally, or by drawings or inspection of equipment or software, to the other party or any of its employees or agents. Customer agrees that the password or secret question used by Customer to access its account to receive Services shall be treated as Confidential Information. Customer agrees that the logos, trademarks or other identifying characteristics of Customer are not Confidential Information and that the Company may identify Customer as a customer, provided that such reference does not include any Confidential Information. The obligations to protect Confidential Information under this Section shall not apply to information which: (a) is or becomes publicly known through no act or failure to act on the part of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) became rightfully known to the receiving party, without confidential or proprietary restrictions, from a source other than the disclosing party; (d) is approved by the disclosing party for disclosure without restriction; (e) is or was developed independently by the receiving party without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction; or (f) is required to be disclosed by law.

14. **Billing/Automatic Renewal.** Customer's account will be automatically charged annually in advance until cancelled. As long as Customer's website qualifies for the displaying of the Company's logos/images, Customer may continue displaying the seal for the remaining period. Customer agrees that subscription based Services will automatically renew at the end of each subscription period, at the then current list price for the Service, unless Customer sends notice of Customer's request that the Services not renew. Such notice of non-renewal must be sent to the Company at least thirty (30) days prior to the end of Customer's current subscription period. Notwithstanding the foregoing, if Customer purchased the Services from a the Company authorized reseller of the Services, the subscription for the Services will not

automatically renew at the end of the purchased subscription period, but shall expire and require the purchase of a new subscription period in order for the Services subscription period to be renewed.

15. Refund Policy. Customer may be eligible for a refund of subscription fees in the event the Company's products and services (collectively the "Services") fail to perform, as determined solely by the Company. Any refund request must be made, in writing including the reasons for the refund, within thirty (30) days of signing up for the Services. In the event of a refund, the Company may not be able to refund any taxes that Customer paid. the Company will use commercially reasonable efforts to refund promptly any charges (less any amounts that Customer owes) to Customer. This Refund Policy shall not apply if Customer is found to be in violation of the Company's terms of service.
16. Breach. Customer is in breach of this agreement if Customer fail to pay any amount owed to the Company when due, subject to a 10 day grace period, or Customer fails to comply with these Terms. Unless otherwise stated, fees for Services are due in advance and subject to payment terms in the invoice(s) for the Services, which are incorporated into these Terms by reference. If Customer is in default, the Company may take any or all of the following actions to remedy the default and protect its interests: (a) declare all unpaid monies immediately due and payable; (b) Terminate Services; (c) terminate the Services; (d) take any other lawful action the Company may deem appropriate to enforce your obligations under these Terms. Customer agrees to pay costs and reasonable attorney's fees the Company may incur enforcing its rights under this agreement.
17. Sales/Use Tax. Customer shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on the Company's net income.
18. Indemnity. Customer agrees to indemnify, hold harmless, and defend the Company, its officers, directors, employers, agents, suppliers, licensors, and third party information providers, or other related parties from and against all losses, damages, costs, and attorney's fees ("Claims") resulting from violation of these Terms or any action, whether intentional, malicious, inadvertent, wrongful or negligent, related to Customer's account, Customer's use of the Services or any other person or persons who uses Customer's user account. The Company does NOT indemnify Customer against such Claims made against Customer by others as a result of Customer's use of the Services.
19. Limitation of Liability. Customer expressly agrees that the Company shall have no liability or obligation, whether arising from contract, tort, warranty, or otherwise, for any loss of revenue, profit, data, use of money, use of time, or for any incidental, consequential, special, or indirect damages, foreseen, foreseeable, unforeseeable, or otherwise, arising from your use of the Services, to the extent allowed by law. This limitation applies to all claims or causes of action including but not limited to those

arising from Service availability, your access and use of third party services, content or software, or any other matter relating to the Services. Customer agrees that the Company's liability for all causes of actions relating to these Terms and any matters relating to the Company's delivery of, or Customer's use of the Services shall not exceed the monies paid to the Company in the 12 months preceding the proper service of the cause of action.

20. Authorization to Enter this Agreement. When requesting Services, Customer represents and warrants that he/she/it has full right, power, and authority to act on behalf of the affected parties. Customer further states that he/she/it has the needed permission with your hosting service, technology team, and/or any other affected party, for the Company to conduct regular remote security scans. Customer also further states that such security scans are legal in your locale. Upon request, Customer agrees to provide the Company any material required to verify the above-stated Customer authority and authorization.
21. Modification of Terms and Services. The Company reserves the right to modify these Terms from time to time. The modified Terms will be posted on this page. Customer should check here from time to time for updates. Customer agrees that its use of the Services after such a change will be deemed full and adequate acceptance of the modified Terms. The Company also reserves the right to modify, discontinue or make temporarily unavailable the Services. Any new or modified features of the Services, unless explicitly stated otherwise, are subject to these Terms.
22. Entire Agreement. Customer acknowledges that these Terms with the Company's Privacy Statement constitute the entire agreement between Customer and the Company. Customer agrees that these terms supersede any prior agreements or statements made verbally or in writing.
23. Severability. Customer agrees that if any term in this agreement is deemed to be invalid, unlawful or unenforceable for any reason, all other terms shall remain in force.
24. Governing Law. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
25. Binding Individual Arbitration
 - a. Purpose. The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding any services provided, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause

- below). “Dispute” is to be given the broadest possible meaning that will be enforced. If you have a Dispute with The Company or any of a The Company’s officers, directors, employees, attorneys and agents that cannot be resolved through negotiation within the time-frame described in the “Notice of Dispute” clause below. Other than those matters listed in the Exclusions from Arbitration clause, you and the Company that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.
- b. Exclusions from Arbitration. YOU AND THE COMPANY AGREE THAT ANY CLAIM FILED BY YOU OR BY THE COMPANY IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.
 - c. RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY THE COMPANY IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO THE COMPANY AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR ACCOUNT NAME/NUMBER, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH THE COMPANY THROUGH ARBITRATION.
 - d. Notice of Dispute. IF YOU HAVE A DISPUTE WITH THE COMPANY, YOU MUST SEND WRITTEN NOTICE TO THE COMPANY TO GIVE THE COMPANY YOU HAVE A DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If the Dispute you have with The Company is not resolved within 60 days from receipt of notice of the Dispute, you or The Company may pursue your claim in arbitration pursuant to the terms in this Section.
 - e. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND THE COMPANY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011.
 - f. Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or The Company elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association

- (“AAA”), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section govern in the event they conflict with the rules of the arbitration organization selected by the parties.
- g. Arbitration Procedures. Because the software and/or service provided to you by The Company concerns interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes (“Supplementary Procedures”) shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA’s Commercial Arbitration Rules, and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with The Company as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys’ fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to The Company or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.
 - h. Location of Arbitration. You or the Company may initiate arbitration in either Maricopa County, Arizona or the county in which you reside. In the event that you select the county of your residence, The Company may transfer the arbitration to Maricopa, County in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.
 - i. Severability. If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court and you and The Company each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.
 - j. Continuation. This Section shall survive any termination of this Agreement.
26. Waiver of Rights. Customer agrees that the only way to waive rights under these Terms is explicitly and in writing. Any failure to enforce any right under this agreement will not waive that right.
27. Term and Termination. Customer agrees that the agreement under these Terms shall remain in effect for as long as Customer subscribes to, renews, or uses the Services. Customer agrees that this agreement can only be terminated by Customer after Customer has stopped using the Services and have paid all monies owed to the Company. Customer agrees that the Company can terminate this agreement at any

time with or without cause, if the Company has reason to believe that Customer is violating the Terms in any way, or if the Service is permanently discontinued. Each renewal of Services shall again be subject to these or modified Terms in effect at the time of renewal.

28. Independent Contractor. The parties are independent contractors and nothing contained in this Agreement places either in the relationship of principal and agent, master and servant, 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.
29. Headings. The headings herein are for convenience only and are not part of this Agreement.
30. 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 in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. The Company only may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in the Company's billing records.
31. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (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, 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 this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, Terms or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Customer acknowledges and agrees that any supplier of third-party product or service that is identified as a third-party beneficiary in the Services, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against Customer as if it were a party to this Agreement.

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 this Agreement 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. Marketing. Customer agrees that during the term of this Agreement the Company may publicly refer to Customer, orally and in writing, as a Customer of the Company. Any other public reference to Customer by the Company requires the written consent of Customer.

Revised: October 15, 2011