



## Terms of Service

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING ANY OF THE SERVICES OR PRODUCTS OFFERED BY NocRoom, INC. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. Please read these terms and conditions carefully, as they describe your legal rights and obligations. This agreement shall become effective as of the date of (1) your electronic signature on or acceptance of this agreement, (2) the activation of your account or (3) your receipt of an email from NocRoom confirming your order, whichever happens first.

### 1. DEFINITIONS.

For the purposes of this Agreement:

- 1.1. "Acceptable Use Policy" shall mean NocRoom's policies regarding Your use of NocRoom's Services, as more fully set forth at <https://www.NocRoom.com/policies>, and which is incorporated herein by reference.
- 1.2. "Bandwidth" shall refer to the rate of data transmission in bits per second using NocRoom's Equipment.
- 1.3. "Content" shall mean the downloadable files which are interpreted by a client web browser for display with or without plug-ins.
- 1.4. "Customer Service" shall refer to communication from us to You dealing with problems or questions relating to services provided by us to you.
- 1.5. "Fee" shall mean monies and other consideration You are obligated to pay to NocRoom for the right to use the NocRoom Services and Bandwidth subject to the terms and conditions of this Agreement and of the particular NocRoom Services for which you have registered, as outlined on the then-current schedule of fees.
- 1.6. "International Customers" shall mean customers residing in or accessing the NocRoom Services from outside of the United States and Canada.
- 1.7. "Laws" shall mean the laws, statutes, and regulations then in effect of the United States of America and its various states and dependencies as well as the laws of Your country of residence or the country in which you use or access the NocRoom Services and the laws of any provinces, states or dependencies thereof.
- 1.8. "NocRoom's Equipment" shall mean computer and telecommunications device, Internet access and/or transmission rights owned, operated, and/or maintained by NocRoom and/or NocRoom' affiliates, agents, or assigns which provide the NocRoom Services.
- 1.9. "NocRoom, "us," "we," "our" and grammatical variants thereof shall collectively refer to NocRoom, Inc. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, United States of America, located at 4509 Steeplechase Drive, Easton Pennsylvania 18040 and its assigns and successors in interest.
- 1.10. "NocRoom Services" shall mean the products and services provided by NocRoom and/or NocRoom's affiliates, agents, or assigns at any given time, including but not limited to web hosting, email, domain registration, bulk IP address leasing or purchasing, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time in NocRoom' sole discretion.
- 1.11. "Parties" shall collectively refer to NocRoom and You.
- 1.12. "Payment Account" shall refer to the credit card or PayPal account provided by You upon registration to pay for Your Services. NocRoom may add, delete, or modify the methods by which customers can pay for the NocRoom Services at any time without prior notice, in its sole discretion. Payments processed by PayPal are subject to PayPal's terms and conditions of service, and NocRoom makes no representations or warranties with respect to those services.
- 1.13. "Suspend" or "Suspension" shall include the disabling of, releasing of, disabling of, and/or placing of a registrar lock on your domain name and the cessation of transmission of data to or from Your Web Site or via Your Services.
- 1.14. "Technical Support" shall refer to communications from us to You dealing with problems or questions relating to technical matters involving software or services provided by us to You.
- 1.15. "Web Site Space" shall mean a quantity of computer memory allocation, as outlined in the program description for Your Services, generally located on one or more computer storage devices and measured in units of megabytes (MBs) wherein data comprising Your Web Site is stored and is accessible by NocRoom's web server equipment.
- 1.16. "You", "your" and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or other beneficial interest.
- 1.17. "Your Data" shall mean any data, including but not limited to advertisements, documents, emails, images, movies, web pages, or other Content, related to your use of the NocRoom Services and stored on or transmitted by the NocRoom Equipment.
- 1.18. "Your Web Site" shall mean data transmittable via the Internet by NocRoom which is stored in your Web Site Space.
- 1.19. "Your Services" shall mean the specific NocRoom Services for which you have contracted, subject to the limitations and specifications of the particular service effective as of the date of contract and to the fees for those NocRoom Services.

### 2. DESCRIPTION

Subject to and conditioned upon NocRoom's retained rights and all other terms and conditions set forth in this Agreement, NocRoom offers the NocRoom Services as soon as practicable after registration for and payment of any and all fees due. You will receive a password, account and instructions upon completion of the registration process. You are responsible for maintaining the confidentiality of both your password and your account and are fully responsible for all activities that occur under your password and your account. You agree to immediately notify NocRoom of any unauthorized uses of the account or any other breaches of security. NocRoom cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will NocRoom be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. The NocRoom Services are subject to the following conditions and restrictions:

#### 2.1. Web Hosting Services



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2.1.1. NocRoom shall provide to you a non-transferable, revocable, non-sublicensable, non-exclusive and limited license to use the amount of Web Site Space allocated to Your Services for your non-exclusive use for the exclusive purpose of storing Your Web Site data and disseminating said data via the Internet through the use of NocRoom's Equipment for purposes consistent with this Agreement.

2.1.2. NocRoom, either directly or through its assignee or licensee, shall provide Customer Service relating to Your Web Site consisting of replying to customer questions or complaints regarding services provided by us to you relating to Your Website. NocRoom is not obligated to provide any Customer Service except as specified in this Section 2. Any and all requests for additional Customer Service may be refused by NocRoom with or without reason. Any additional Customer Service which NocRoom may subsequently agree to provide to you shall be at NocRoom's sole discretion and once commenced, may be terminated at any time by NocRoom without notice to you and without any liability to NocRoom. Notwithstanding the foregoing, NocRoom at its sole discretion may at any time alter or cease providing the Customer Service which it has agreed to provide to you relating to Your Web Site pursuant to this Agreement without any liability to NocRoom.

2.1.3. NocRoom, either directly or through its assignee or licensee, shall provide Technical Support relating to Your Web Site. Any and all requests for Technical Support may be refused by NocRoom with or without reason, in its sole discretion. Any Technical Support which NocRoom may subsequently agree to provide to you shall be at NocRoom's sole discretion and once commenced, may be terminated at any time by NocRoom without notice to you and without any liability to NocRoom.

2.1.4. All use of Web Site Space and provision of services to you by NocRoom shall be subject to all terms and conditions set forth herein, including the Acceptable Use Policy. You may not attempt to expand or alter these rights or NocRoom's services by entering into multiple agreements.

2.1.5. Unless provided otherwise in the specifications for your Services, Bandwidth use, including but not limited to data retrieval from your Web Site, email traffic, and downloads, shall not exceed \_\_\_\_\_ gigabytes per month. Your combined mailbox use per account shall not exceed \_\_\_\_\_ gigabytes per month. You are responsible for monitoring your Bandwidth and mailbox use, and agree to check your email and download or delete your email on a regular basis in order to ensure compliance with this paragraph. Should you exceed your mailbox use limits NocRoom may return or reject any and all emails sent to you to the originating sender without liability to you. You agree that NocRoom may debit the Payment Account for usage in excess of permitted amounts at NocRoom's then-current rates.

2.1.6. Some NocRoom Services may not be available to International Customers, and NocRoom reserves the right to alter, amend, or discontinue the provision of some or all of the NocRoom Services to International Customers in a particular market at any time in NocRoom's sole discretion.

2.1.7. NocRoom may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the NocRoom Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party, violates the Acceptable Use Policy, or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against NocRoom relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless NocRoom from and against any such claims.

2.1.8. You are responsible for backing up Your Data on your own computer. NocRoom does not warrant or otherwise guarantee that it will back up your data or that data which has been backed up can be retrieved, and will not be responsible for any archiving or backup of Your Data. If any of Your Data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to this Agreement, NocRoom will have no obligation or liability to you.

2.1.9. Web host resellers who have sub-accounts that are suspended for more than 30 days may have those suspended accounts terminated (deleted) permanently including backups, without warning. It is your responsibility to back up any data for suspended accounts in that status for longer than 30 days.

### 2.2. Domain Name Registration

2.2.1. Should you choose to register a domain name through NocRoom, NocRoom will register a second level domain name on your behalf, provided such domain name is available for registration. NocRoom acts only as an intermediary between you and the organization providing the domain name, and has no influence over the assignment of domain names. The registration of your domain name is subject to the terms and conditions of those third-party registrars, and is also subject to the terms of the Uniform Domain Name Dispute Resolution Policy ("UDRP"). You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions of the UDRP in effect at the time of the dispute. NocRoom assumes no liability in the event the domain name is unavailable or otherwise not assigned to you, and does not warrant or guarantee that assigned domain names do not infringe the rights of third parties, or that you will retain the rights to that domain name for any period of time. Upon payment in full of any and all registration fees, NocRoom shall not own or otherwise legally control any domain name registered on your behalf. You agree that you are responsible for any and all fees and costs related to the registration of your domain name, and you authorize NocRoom to debit the Payment Account for any such fees and costs. Unless terminated, at the end of each term your domain name will automatically renew for an additional term, and you further authorize NocRoom to debit your Payment Account for the renewal fee associated with such renewal term and any related fees or charges. Should the Payment Account provider fail to honor such debit, NocRoom may, in its sole discretion, release, cancel, or otherwise dispose of or utilize Your domain name as it sees fit, with no obligation to You whatsoever.

2.2.2. You acknowledge and agree that NocRoom or its agents, assignees or licensees may associate any data of any kind, in NocRoom's sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with Your Web Site, at such times as Your Web Site is no longer available, and upon termination for any reason, for as long as NocRoom or NocRoom's agent, assignee or licensee continue to be listed as the hosting entity with the domain name registry used to register such Domain Name. This paragraph shall apply to any and all web pages generated by NocRoom or its affiliates, including but not limited to 404 error pages.

2.2.3. You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any person or company and that your domain name is otherwise in compliance with the terms of this Agreement, in particular the provisions of Section 7.

2.2.4. You shall inform NocRoom of any claim or potential claim against your domain name, including but not limited to the initiation of a dispute under the UDRP, within five days of notification of same. Should you lose your right to use a domain name which is used in connection with the NocRoom Services, whether through expiration of the domain name, judicial decree, administrative decisions of the UDRP or otherwise, you agree to inform NocRoom immediately of the party to whom the domain name is to be transferred and you authorize NocRoom to take any and all action necessary to effect such transfer.

2.2.5. NocRoom will accept the transfer of domain names from other registrars, provided however, that you will be required to pay for an initial year of registration fees upon transfer. Domain names which have been prepaid for a period of more than one year but with fewer than nine years remaining may also be transferred, subject to the payment of an initial year of registration fees. An additional year will be added on to the remaining term of any transferred domain. Domain names with more than nine years remaining on the registration period may not be transferred. Upon the expiration of the one-year extension you will be charged an annual renewal fee for any subsequent renewal period. By requesting the transfer of your domain name you authorize NocRoom to debit your Payment Account for the one-year registration fee and any related fees or charges.

2.2.6. The Private Domain Registration Services offered by NocRoom are subject to the terms and conditions of NocRoom's Private Registration Service (the "T&C Private Domain Registration"), which are incorporated herein by reference.

2.2.7. NocRoom may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name, permanently remove Your Data from the NocRoom Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the UDRP or relevant Laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against NocRoom relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless NocRoom from and against any such claims.

### 2.3. Bulk IP Address Leasing

2.3.1. Should you choose to lease or purchase bulk IP addresses ("Bulk Addresses") from NocRoom, Your use of the Bulk Addresses are subject to applicable Laws and the Acceptable Use Policy.

2.3.2. You shall inform NocRoom of any claim or potential claim against your use of any of the Bulk Addresses, within five days of notification of same.

2.3.3. You are solely responsible for determining the suitability of the Bulk Addresses for Your particular purposes, and for conducting any research or due diligence on the quality and history of the Bulk Addresses.

2.3.4. NocRoom may suspend performance under or terminate this Agreement, terminate your right to use the Bulk Addresses, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with relevant Laws if it is informed or otherwise believes, in its sole discretion, that your use of the Bulk Addresses is the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against NocRoom relating to the registration and use of your Bulk Addresses and agree to indemnify and hold harmless NocRoom from and against any such use.

### 3. FEES

3.1. Certain NocRoom Services are subject to set-up, service, and domain service fees, pursuant to the Fee Schedule, and by registering for such NocRoom Services you authorize NocRoom to debit your Payment Account for any and all such fees.

3.2. The Fee is due monthly, in advance of the provision of services, not later than the first of that month. In the event that NocRoom determines that the services of a collection agency are necessary or appropriate to collect amounts due under this paragraph, which determination shall be made in NocRoom's sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to any amounts due under this provision.

3.3. All Fees must be paid in United States Dollars in advance of the provision of services. NocRoom will charge the monthly fee and any additional fees to the Payment Account, or send You an invoice for the subsequent monthly services, unless specifically provided otherwise. You also agree that NocRoom may automatically debit your Payment Account, without further authorization from you, for any renewal term, additional services, and any fees or expenses applicable to Your Services or Your Website, including but not limited to fees for excessive bandwidth use or other surcharges for services in excess of those included within Your Services or Your Web Site. If payment in full is not received by NocRoom from the provider of your Payment Account or its agents, you agree to pay all amounts due from you for Your Services upon demand by NocRoom.

3.4. NocRoom may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for Your Services. Any such promotions or modifications shall not affect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined.

3.5. You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts. All accounts referred to a collection agency shall be subject to an additional fee of \$49.95, which must be paid in full before the account is reactivated.

3.6. International Customers bear the risk of currency fluctuations and any fees or taxes associated with the conversion of foreign currencies into United States Dollars. Certain NocRoom Services will not be available to International Customers until NocRoom is able to receive satisfactory confirmation from such customer's Payment Account provider, in NocRoom's sole discretion, that the funds will be available for debit from the International Customer's account. Orders from International Customers will not be accepted unless the country provided in the contact information matches that on file for the Payment Account.

3.7. Upon cancellation of this Agreement you will NOT receive any prorated refund of any pre-paid fees for the remainder of any term. Fees for certain services, including but not limited to domain name registration and maintenance, set up fees, shipping and handling, SSL certificate and fees are not refundable unless provided otherwise by applicable local law. NocRoom may, in its sole discretion, refund other amounts as it deems necessary or advisable.

### 4. NO EXPRESS OR IMPLIED AGREEMENT TO DISSEMINATE MATERIALS WHICH ARE INCONSISTENT WITH YOUR WARRANTIES.

Receipt by NocRoom of data for storage in Web Site Space and/or transmission via NocRoom's Equipment which are inconsistent with your warranties set forth in Section 7 herein shall not constitute an agreement by NocRoom to allow the NocRoom Services or the NocRoom Equipment to be used to disseminate such information or data in whole or in part, by any means, or if once disseminated via the use of NocRoom's Services or Equipment, to continue to disseminate such data.

### 5. NO WARRANTIES BY NocRoom.

THE NocRoom SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE NocRoom SERVICES IS AT YOUR SOLE RISK. NocRoom DOES NOT WARRANT THAT (A) THE NocRoom SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, ANY SPECIFIC RESULTS MAY BE OBTAINED BY USE OF THE NocRoom SERVICES, OR THAT ANY BULK ADDRESSES WILL BE FREE OF ANY SPAM "BLACKLISTS." NO WARRANTY IS MADE BY NocRoom REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND NocRoom HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NocRoom DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE NocRoom SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

### 6. NocRoom's LIMITED LIABILITY.

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL NocRoom, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE NocRoom SERVICES. SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH COUNTRIES, STATES OR JURISDICTIONS, NocRoom's LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NocRoom DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE NocRoom SERVICES, AND NocRoom WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE NocRoom FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF NocRoom FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO NocRoom IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$5,000.

### 7. YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES.

7.1. You agree and warrant that the contact information you have provided to NocRoom is complete and accurate, and you further agree to notify NocRoom within fifteen days of a change to any such contact information. Contact information includes your full legal name, email address, and mailing address and the name, mailing address, telephone number, facsimile number, and email address of the technical and administrative contacts for your domain, if any.

7.2. You agree to provide NocRoom notice of any changes in the primary or secondary DNS address of your name servers, to the extent you have installed and are operating those name servers or to the extent your domain name is held by another registrar and points to a website hosted by NocRoom.

7.3. You agree and warrant that your use of the NocRoom Services and NocRoom's Equipment, and all sales and distributions, by any and all means, of any type(s) of Content including, but not limited to, executable files (such as .EXE), digitized audio/visual files (such as MP3), or archived copies of copyrighted works (such as .ZIP); goods, including, but not limited to, videotapes and CD-ROM products, and any type of services by you, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the NocRoom Services or NocRoom Equipment, shall at all times comply with all applicable Laws and the Acceptable Use Policy.

7.4. You agree and warrant that you will neither store on nor allow to be transmitted by NocRoom's Equipment any data or other matter which constitutes, contains, or links to child pornography or which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or by a performer who is portrayed or made to appear as a person under the age of eighteen years of age, or which could otherwise result from or cause harm to minors.

7.5. You agree and warrant that Your Data shall be solely for business, entertainment and/or educational purposes and that you shall assume the sole responsibility and duty to ensure that all such data, visual materials, advertising and other matter shall be transmitted exclusively to willing adults and only to places in which such materials comply with contemporary community standards.

7.6. You agree and warrant that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by NocRoom, in its sole discretion.

7.7. You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

7.8. You agree that if, in NocRoom's sole and exclusive judgment, NocRoom concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors; then NocRoom may, without prior notice to you and in NocRoom's sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to NocRoom from either you or any third party.

7.9. You agree that in the event that NocRoom is informed by any party that your domain name or any material on Your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then NocRoom may, without prior

notice to you and in NocRoom's sole and exclusive discretion, either remove the material from Your Web Site, and/or disable public access to your domain name or the material on Your Web Site, and/or terminate this Agreement, without any liability of any kind to NocRoom from either you or any third party. As more completely set forth in Sections 5, 6 and 9, you waive any and all claims you may have, now and forever, against NocRoom relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless NocRoom from and against any such claims.

7.10. You affirmatively represent, agree and warrant that you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce and disseminate, via the Internet, Your Data or Content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the NocRoom Services or NocRoom's Equipment, prior to and at all times during the time such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of the NocRoom Services or NocRoom's Equipment.

7.11. You agree and warrant that Your Data shall not constitute or contain or link to material which is libelous, slanderous, defamatory, or which will violate or infringe upon or will otherwise give rise to any adverse claim with respect to any common law or other right of any person or other entity, including, without limitation, privacy rights and all other personal and proprietary rights. You agree not to collect the personally identifiable data of any person without that person's consent, records of which shall be maintained throughout the term of this Agreement and for three years afterward. If you collect this data through Your Web Site you shall do so only pursuant to a posted privacy policy disclosing any and all uses of such identifiable data and in compliance with applicable law.

7.12. You agree and warrant that Your Data shall not contain or link to any material which is harmful, violent, threatening, abusive or hateful.

7.13. You agree and warrant that Your Data and any and all material(s) of every kind which you transmit using NocRoom's Services or Equipment shall at all times be free from any and all damaging software defects, including, but not limited to, software "viruses", "worms", "Trojan Horses," and other source code anomalies, which may cause software

or hardware disruption or failure, reduced computer operating speed, or compromise any security system. You agree that you will not attempt to access the NocRoom Equipment or Web Site or another customer's Web Site without authorization, or use the NocRoom Services to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.



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7.14. You agree and warrant that you shall not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming," "phishing," or "mail bombing," and NocRoom reserves the right to block mail from any source which NocRoom believes, in its sole discretion, is being used to send such unsolicited email, including but not limited to open mail relays.

7.15. You agree and warrant that you shall not engage in any false, deceptive or fraudulent activities in association with your use of the NocRoom Services or NocRoom' Equipment.

7.16. You shall at all times use Web Site Space exclusively as a conventional Web Site. You shall not use the Web Site Space or Your Services in any way which may result in an excessive load on the NocRoom Equipment, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of Web Site Space and Your Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of NocRoom's Equipment or network. Should your use of the NocRoom Services result in an overly high load on the NocRoom Equipment, in NocRoom's sole discretion, NocRoom may suspend your account until the cause of any such overload is determined and resolved.

7.17. You agree and warrant that all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your use of the NocRoom Services and that no taxing authorities shall have any claim against NocRoom or any persons affiliated therewith for the payment of such taxes.

7.18. You represent and warrant that you are over eighteen years of age (twenty one in places where eighteen years is not the age of majority) and are fully competent to enter into this Agreement.

7.19. You agree to comply with all Laws rules regarding online conduct and acceptable Content.

7.20. You represent and warrant that you are not a national or resident of Burma/Myanmar, Cuba, Iran, North Korea, Serbia, Sudan, and Syria or any other country subject to U.S. Treasury Department embargo restrictions, and that you are not listed in the "Entity List" or "Denied Persons List" maintained by the U S Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the US Department of Treasury. You further acknowledge that you are not a national or resident of a country whose name is otherwise omitted from the registration form for NocRoom Services. Residents of countries which are serviced by a NocRoom affiliate are required to contract with those NocRoom affiliates, and you represent and warrant that you are not a resident of one of those countries.

7.21. You agree to abide by United States and other applicable export control laws and not to transfer or permit the transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to your NocRoom account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

7.22. You agree not to use your IMAP account for the storage of files other than in the course of normal email usage.

7.23. You shall not operate a chat room using the NocRoom Services unless expressly permitted by the terms and conditions of Your Services.

### 8. CONFIDENTIALITY, TRADEMARK, AND COPYRIGHT

8.1 During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to NocRoom in connection with NocRoom's performance of the NocRoom Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of NocRoom, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of NocRoom. NocRoom retains all right and title to such Confidential Information.

8.2 NocRoom is a service mark of NocRoom, Inc. All rights reserved. The trademarks, logos, and service marks displayed on this Web Site (collectively, the "Marks") belong NocRoom and/or its affiliates or third parties which have licensed those rights to NocRoom ("Partners"); NocRoom and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on NocRoom's Web Site are the property of their respective owners.

8.3 Unless expressly stated otherwise on the NocRoom Web Site, you should assume that all content, images, and materials appearing on this Web Site (collectively the "NocRoom Content") are the sole property of NocRoom. Both U.S. and international copyright laws and treaties protect such NocRoom Content. You may not use, reproduce, display, or sell any NocRoom Content without NocRoom's prior written consent. You may not link to any page within NocRoom's Web Site or frame any portion of the site without NocRoom's prior written consent.

### 9. YOUR INDEMNIFICATION OF NocRoom.

You agree that you shall fully defend and indemnify NocRoom, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth in Section 7 or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless NocRoom, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that NocRoom shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

### 10. NO JOINT VENTURE OR PARTNERSHIP

Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between NocRoom and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between NocRoom and you. NocRoom shall have no control or ownership interests of any kind in your business. NocRoom shall have no direct financial or other interest in, nor in any way "own" any online "store" or other online venture pertaining to your use of the NocRoom Services or NocRoom's Equipment. NocRoom's relationship to you shall be restricted to matters pertaining to the provision of the NocRoom Services as set forth in this Agreement.

### 11. NocRoom HAS MADE NO REPRESENTATIONS REGARDING SUCCESS, MARKETS OR PROFITABILITY



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11.1. You confirm that you have unilaterally decided to enter the online and/or Web Site service business and that these are high risk businesses. You further confirm, understand, acknowledge and expressly agree that neither NocRoom, any agent or representative of NocRoom, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind regarding:

11.1.1. the potential profitability, marketability, or likelihood of success of your endeavors through the use of the NocRoom Services or NocRoom's Equipment as set forth herein or otherwise;

11.1.2. the possibility or likelihood that use of any products and/or services provided by NocRoom pursuant to this Agreement can or will result in the recoupment of any funds expended by you for any purpose; or

11.1.3. the existence, nonexistence, size or any other characteristics of any market for any products or services which involve your use, in any manner, of the NocRoom Services or NocRoom's Equipment pursuant to this Agreement.

11.2. You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, of the NocRoom Services and/or NocRoom's Equipment pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of its advertising and promotion, your administrative capabilities, etc., and that the ultimate success or failure of your business rests with you and not NocRoom. You further expressly agree not to raise any claim of any kind against NocRoom and to hold NocRoom harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to use the NocRoom Services and/or NocRoom's Equipment pursuant to this Agreement.

### 12. SERVICES RENDERED ON A NON-EXCLUSIVE BASIS.

Any and all services which are or may be provided to you by NocRoom pursuant to this Agreement, including the licensure of rights herein, are non-exclusive and nothing in this Agreement shall limit or restrict NocRoom from providing similar services and granting similar licenses to third parties regardless of whether such third parties are competitors of you. Nothing in this Agreement shall limit or restrict NocRoom from engaging in any activities similar to yours or in competition with you.

### 13. NO EDITORIAL CONTROL BY NocRoom.

In reliance on your express warranties regarding Your Data, NocRoom shall neither have nor exert any editorial or other subjective control over the substantive content of Your Data. NocRoom does not engage in any monitoring of Your Data, and exercises no control over information which is found on the internet, except for its own Web Site. NocRoom cannot be held responsible for the accuracy, correctness, or legality of such information. You are solely responsible for the content of Your Web Site and for verifying the accuracy and suitability of information and services you obtain from third parties via the internet.

### 14. TERM AND TERMINATION.

14.1. Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided in this Agreement, this Agreement shall be for an initial term of one month and shall be automatically renewed each month for additional one month periods unless and until sooner terminated pursuant to the provisions of this Section 14. NocRoom may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement.

14.2. Notwithstanding the provisions of Section 14.1 to the contrary, NocRoom offers certain Hosting Packages for which the initial term of this Agreement shall be in excess of one month (the "Extended Term Packages"), at the end of which this Agreement shall renew automatically on a month-to-month basis pursuant to the terms of Section 14.1. Any and all service fees for the Extended Term Packages are due and payable for the entire initial term thereof, and should you terminate, attempt to terminate, or otherwise default on this Agreement prior to the end of the initial term you authorize NocRoom to charge the Payment Account for all such fees and charges for the remainder of such initial term. For the purposes of this Section, any modification of the server package shall be deemed a termination and shall entitle NocRoom to the fees owing on the Extended Term Package. Fees paid for the Extended Term Packages are not refundable unless this Agreement is terminated by NocRoom without cause pursuant to Section 14.3 or as otherwise agreed to in writing by NocRoom in its sole discretion.

14.3. You or NocRoom may terminate this Agreement at any time for any reason, with or without cause, upon thirty days' written notice. NocRoom may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Site immediately and without notice:

14.3.1. if NocRoom, in its sole discretion, deems that you have breached any part of this Agreement, including, without limitation, any warranty or obligation set forth in Section 7,

14.3.2. if your Payment Account provider refuses payment of fees or charges or you refuse authorization for same, or

14.3.3. if payment for the NocRoom Services is more than seven (7) days overdue.

14.4. You further agree that in the event that NocRoom believes, in its sole discretion, that you have breached any provision(s) of Section 7 of this Agreement, or any of its sub-parts, by storing or allowing material such as that described in the aforementioned Section 7, or any of its sub-paragraphs, to be transmitted by NocRoom's Equipment, that NocRoom may without any liability to you, and in addition to any other remedies, erase or purge such materials from NocRoom's Equipment without prior notice to you.

14.5. After termination, you will no longer have access to your account and Your Data, including but not limited to emails, log files, databases, or other data files associated with your account may be deleted. NocRoom accepts no liability for such deleted information or content.

### 15. PRIVACY.

15.1. It is NocRoom's policy to respect your privacy. NocRoom will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless NocRoom deems it necessary, in its sole discretion, to:

15.1.1. comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials;

15.1.2. protect and defend the rights or property of NocRoom or its officers, agents, affiliates, and licensees;

15.1.3. enforce this Agreement; or





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15.1.4. protect the interests of other NocRoom customers.

15.2. NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NocRoom RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS.

15.3. Your IP address is transmitted and recorded with each message you send using the NocRoom Services. NocRoom does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers. For a more detailed description of the types and uses of personal information collected from you, please read the NocRoom Privacy Policy.

15.4. INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE NocRoom SERVICES ARE PROVIDED BY NocRoom IN THE UNITED STATES OF AMERICA. THE PERSONAL INFORMATION WHICH YOU GIVE NocRoom WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND ELSEWHERE. IF YOU DO NOT CONSENT TO THIS TRANSFER, DO NOT ACCEPT THE TERMS AND CONDITIONS FOR THE NocRoom SERVICES. INTERNATIONAL CUSTOMERS FURTHER UNDERSTAND AND AGREE THAT NocRoom MAY DISCLOSE PERSONAL INFORMATION ABOUT THEM AND THEIR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

16. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. NON-ENFORCEMENT DOES NOT CONSTITUTE WAIVER.

Failure of NocRoom at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of NocRoom.

18. NOTICES.

18.1. NocRoom may provide notice to you via email sent to the email address provided by you upon registration or as subsequently provided by you to NocRoom. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement.

18.2. You may provide notice to NocRoom in one of the following ways:

18.2.1. by personal delivery;

18.2.2. by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, NocRoom LLC, Cage 9, 36 NE 2nd St Suite #520 Miami, FL 33132

18.2.3. by Federal Express;

18.2.4. by facsimile transmission; or

18.2.5. by email and registered or certified mail.

18.3. Such notice, statement or other document so delivered to NocRoom, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by email to NocRoom shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail, and postmarked not more than five days subsequent to the giving of email notice. Any such email notice to NocRoom shall be deemed effective as of the date on which NocRoom receives the certified or registered mail notice.

19. FORCE MAJEURE.

19.1. In the event of "force majeure" (as defined below), NocRoom may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond NocRoom's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which NocRoom cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the NocRoom Services are located or maintained or through which the NocRoom Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority.

19.2. NocRoom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the NocRoom Services (or any part thereof) with or without notice. You agree that NocRoom shall not be liable to you or to any third party for any modification, suspension or discontinuance of the NocRoom Services.

20. NO ASSIGNMENT BY YOU; ASSIGNMENT BY NocRoom.

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without NocRoom' prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. NocRoom may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. ARBITRATION AND WAIVER OF JURY TRIAL.

21.1. ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINED BY BINDING ARBITRATION IN WILMINGTON, DELAWARE IN ACCORDANCE WITH THE RULES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC ("JAMS") AND IN ACCORDANCE WITH THE RULES OF JAMS. Any award arising out of such arbitration shall be subject to entry as a judgment by any court of competent jurisdiction in the United States. Any action to confirm or vacate such an award must be brought in either the Court of Common Pleas sitting in Philadelphia, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania sitting in Philadelphia. You consent to personal jurisdiction and venue in



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such courts and you waive any challenge to personal jurisdiction or venue in such courts. You further agree that NocRoom shall be entitled to collect its attorneys' fees, costs and other expenses in the event that NocRoom acts to enforce this arbitration and forum selection clause, regardless of whether NocRoom prevails in the underlying action. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall be limited only by the statutory and common law of the Commonwealth of Pennsylvania and the federal law of the United States of America. There are no exceptions to these mandatory arbitration provisions except as set forth in Sections 21.2 and 21.3.

21.2. Notwithstanding the provisions of Section 21.1, if you fail to timely pay amounts due NocRoom may assign your account for collection and the collections agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by Law or this Agreement.

21.3. Nothing in Section 21.1 shall preclude NocRoom from: (i) seeking and obtaining any injunctive relief or attachment and expedited discovery or other equitable relief to enforce the terms of this Agreement or to remedy a breach thereof, or (ii) bringing an action to enforce this Agreement or the provisions hereof in the event JAMS will not or cannot arbitrate a particular dispute. Any action under this section 21.3 may be brought in either the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas, sitting in Philadelphia, and each party consents to the in personam jurisdiction of such Courts for the purpose of any such action or proceeding. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania or Court of Common Pleas, sitting in Philadelphia.

21.4 In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND NocRoom THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived.

21.5 Neither you nor NocRoom may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND NocRoom ACKNOWLEDGE THAT THIS SECTION 21.5 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION

21.6 This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles.

### 22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of NocRoom or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and NocRoom and you hereby acknowledge and agree that neither NocRoom nor you have executed this Agreement in reliance upon any such representation or promise.

### 23. MODIFICATION.

23.1. This Agreement may be materially altered by NocRoom by posting the new version of the Agreement at [www.NocRoom.com](http://www.NocRoom.com) and if posted in this manner, shall be effective immediately upon posting such notice and notifying you by email at the email address registered in your account. In the event that NocRoom does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change.

23.2. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of NocRoom. No additional or conflicting term in any other document used by you will have any legal effect.

### 24. STATUTE OF LIMITATIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

### 25. SERVICE CANCELLATIONS.

Any active service plans you have that you wish to cancel must be done so strictly via the customer portal at this link: <https://billing.NocRoom.com/>. Cancellations must be done prior to the renewal of your service, which is the date listed on the invoice of each month or billing cycle chosen upon signing up.