

Terms of Service

Effective Date: February 17, 2014

NSONE, Inc. (hereinafter “NSONE,” “we” or “us”) provides the website ns1.com, our computing applications and the data, information, tools, updates and similar materials delivered or provided by NSONE (collectively, the “Service”), subject to your agreement to and compliance with the conditions set forth in this Terms and Conditions Agreement (this “Agreement”). This Agreement sets forth the legally binding terms and conditions governing your use of the Service. By using the Service or otherwise entering into this Agreement, you are creating a binding contract with NSONE. If you do not agree to these terms and conditions, you may not use the Service. We may make changes to these Terms of Service from time to time by posting such changes to the Terms of Service on our website. We will modify the effective date set forth at the top of the Terms of Services to indicate the date on which the modified Terms of Service take effect. By continuing to use the Service after the effective date, you agree to be bound by the revised Terms of Service. As long as you are in compliance with the conditions of this Agreement and all incorporated documents, and as long as you have paid the fees identified by NSONE, if any, NSONE grants you a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to receive the Service, and to access the materials thereon and the Service’s functionality. No rights not explicitly listed are granted.

INCORPORATED TERMS

The following additional terms are incorporated into this Agreement as if fully set forth herein:

1. Privacy Policy
2. Copyright Policy
3. Complaint Policy (including Privacy and Trademark)
4. Plan and Terms (as set forth on the Create Your Account page of our website)

ELIGIBILITY

You must be of at least the minimum legal age to form a binding contract to use the Service. By using the Service, you represent that you meet this minimum age requirement. If you are registering for or using the Services on behalf of an organization, you represent that are authorized by your organization to enter into this Agreement.

SERVICE LEVEL

The Service provided by us pursuant to this Agreement include Services we make available without charge (“Free Service”) and Services for which we charge a fee (“Paid Service”). The Paid Service offers certain enhanced features, as described on our website. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Free Service, the Paid Service, or any part thereof. We reserve the right to charge a fee for a Free Service or to make a Paid Service available without charge at our sole discretion. In any such instance, no refund will be paid to you for fees paid prior to our reclassification of a Paid Service to a Free Service. We will notify you before we reclassify a Free Service into a Paid Service and provide you with an opportunity to cancel your Service with no additional cost. If you fail to cancel the Service and continue to use the Service following our notification of the reclassification of a Free Service into a Paid Service, you will be required to pay the associated fee for any such Service following such reclassification. We provide a limited guarantee for our Paid Service that appropriately configured DNS entries in the NSONE portal will be able to transmit information 100% of the time, subject to the limitations set forth in this Agreement. The Free Service is provided on an “as available” basis, meaning that we will use commercially reasonable efforts to make the Free Service available. In the event that NSONE fails to provide this level of service with respect to your account, you will be eligible for credit of 5% of the fees paid to NSONE for the month in which we fail to provide the stated level of service for every 0.05% of such month during which you are unable to transmit information, up to an aggregate of 50% of the monthly service billing. NSONE shall have no liability for Service interruptions, or any period during which the Service is otherwise unavailable beyond the billing credit set forth in the immediately preceding sentence.

RULES OF CONDUCT

Your use of the Service is conditioned on your compliance with the terms of this Agreement, including but not limited to these rules of conduct. You are responsible for all of the conduct engaged in through your account (whether directly by you or your agents, or a third party (including your customers) you permit to use the Service). You agree that you will not violate any applicable law or regulation in connection with your use of the Service. You agree not to distribute, upload, make available or otherwise publish or transmit through the Service, or allow others to do so, any suggestions, information, ideas, comments, causes, promotions, documents, questions, notes, plans, drawings, proposals, or materials similar thereto (“Submissions”) or graphics, text, information, links, profiles, audio, photos, software, music, sounds, video, comments, messages or tags, or similar materials (“Content”) that:

1. is unlawful or encourages another to engage in anything unlawful;
2. contains a virus or any other similar programs or software which may damage the operation of NSONE’s or another’s computers or systems;

3. violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, right of privacy or publicity or other intellectual property right of any party; or,
4. is libelous, defamatory, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening or bullying.

You further agree that you will not do any of the following, and you will not permit your users to do any of the following:

1. modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
2. interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service, whether by means of hacking, defacing or otherwise;
3. transmit to or make available in connection with the Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
4. attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
5. take any action that imposes, or may impose, in NSONE's sole discretion, an unreasonable or disproportionately large load on NSONE's infrastructure;
6. harvest or collect the email address or other contact information of other users of the Service;
7. scrape or collect Content from the Service via automated means;
8. submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to NSONE; or,
9. impersonate any other person or business.

You are not licensed to access any portion of the Service that is not public, and you may not attempt to override any security measures in place on the Service. Notwithstanding the foregoing rules of conduct, NSONE retains an unlimited right to terminate your access to the Service that shall not be limited to violations of these rules of conduct.

CONTENT SUBMITTED OR MADE AVAILABLE TO NSONE

You are under no obligation to submit anything to us, and unless otherwise noted, we will not claim ownership of any Content that you submit to us. If, however, you or your users choose to submit any Content through or on the Service, or otherwise make available any Content through the Service, you and your users hereby grant NSONE a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and

create derivative works from any such Content, including without limitation distributing part or all of the Content in any media format through any media channels, for the purpose of delivering or promoting the Service. By submitting any Content or Submissions to NSONE you hereby agree, warrant and represent that: (a) the Content and Submissions do not contain proprietary or confidential information, and the provision of the Content and Submissions is not a violation of any third-party's rights; (b) NSONE is not under any confidentiality obligation relating to the Content or Submissions; (c) NSONE shall be entitled to use or disclose the Content or Submissions in any way; and (d) you are not entitled to compensation or attribution from NSONE in exchange for the Submissions or Content. You acknowledge that NSONE is under no obligation to maintain the Service, or any information, causes, materials, Submissions, Content or other matter you or your users submit, post or make available to or on the Service. We reserve the right to withhold, remove and or discard any such material at any time.

CONTENT SHARED THROUGH THE SERVICE

You understand that by sharing information on the Service, by participating in the Service, and by requesting information to be sent through the Service, you and your users may be revealing information about individuals or business that you transmit. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials and using the Service, and you agree that NSONE shall not be held responsible, and NSONE shall be released and held harmless by you from any liability or damages arising out of such conduct. You take full responsibility for all Content that you host, or that you request or engage another party to host for you, including any Content retrieved or accessed using the Service. You agree to provide to us information related to such Content as requested by us to verify your compliance with this Agreement.

OUR INTELLECTUAL PROPERTY

NSONE's graphics, logos, names, designs, page headers, button icons, scripts, and service names are trademarks, trade names and/or trade dress of NSONE. The "look" and "feel" of the Service (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark law. All product names, names of services, trademarks and service marks ("Marks") are the property of NSONE or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement. You acknowledge that the software used to provide the Service, and all enhancements, updates, upgrades, corrections and modifications to the software, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the software (or any enhancements, corrections or modifications) and any and all documentation therefor, are and shall remain the sole

and exclusive property of NSONE and/or its licensors, as the case may be. This Agreement does not convey title or ownership to you, but instead gives you only the limited rights set forth herein. You agree that during and after the term of this Agreement, you will not assert (directly or indirectly) or authorize another party to assert on your behalf against us or any of our users, licensors, business partners, or vendors, any intellectual property infringement claim with respect to the Services.

DATA COLLECTION AND USE

You understand and agree that NSONE's Privacy Policy shall govern the collection and use of data obtained by NSONE through your use of the Service.

PAYMENT, ENFORCEMENT AND TERMINATION

You agree to pay for Paid Services by completing the credit card authorization available on the Create Your Account page of our website. If you subscribe to the "Enterprise" service level described on our website, you agree to make payment to us by wire transfer. NSONE reserves the right to deny all or some portion of the Service to any user, in NSONE's sole discretion, at any time. Without limiting the foregoing or assuming additional legal obligations, NSONE has a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law. All grants of any rights from you to NSONE related to Content, Submissions, or other materials, including but not limited to copyright licenses, shall survive any termination of this Agreement. Further, your representations, defense and indemnification obligations survive any termination of this Agreement. We may suspend the Service at any time and without notice. During any suspension period, your rights under this Agreement shall also be suspended, however, your obligations hereunder, including any payment obligations, shall remain in full force and effect. We will not take any action to intentionally delete any of your data during a suspension period. This Agreement will remain in force until terminated by you or us in accordance with the terms of this Agreement. You and NSONE may terminate this Agreement at any time and without prior notice. Notwithstanding the foregoing sentence, you agree to notify us of your intent to terminate this Agreement at least seven days prior to the end of your billing term for any Paid Service. Failure to provide such notice will result in an automatic renewal of the Service. Upon termination of any Paid Service by you for any reason, or by us due to your violation of this Agreement, you shall remain liable for all fees and obligations hereunder through and including the final day of your existing contract term (as set forth under "Plan and Terms" on the Create Your Account page at the time you created an account to use the Service, subject to an extension for failure to provide timely notice of termination). Upon termination of any Paid Service by us for any reason other than a violation of this Agreement, you shall remain liable for all fees and obligations hereunder through and including the date of termination. Except as expressly provided herein, your rights under this Agreement shall terminate immediately upon termination of this

Agreement. We have no obligation to store or retain your data following a termination of this Agreement.

DISCLAIMER

The Services are provided “as is” and “as available” and without warranty. We make no warranties hereunder and we expressly disclaim all warranties of any kind, both express and implied. Our obligation with respect to any claims we make regarding the availability of the Service are limited to the terms set forth above under “SERVICE LEVEL.” The Service may contain links to third party websites and services. Such links are provided for informational purposes only, and NSONE does not endorse any website or services through the provision of such a link. We are not responsible for the contents of functionality of any site that can be accessed from such a link.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NSONE, ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE “RELATED PARTIES”) BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE (OR LACK OF AVAILABILITY OF OR ACCESS TO THE SERVICE), EVEN IF NSONE AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding the foregoing, in the event that a court shall find that the above disclaimers are not enforceable, then you agree that neither NSONE nor any of its subsidiaries, affiliated companies, employees, members, shareholders, or directors shall be liable for (1) any damages in excess of \$500.00 or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Service. This limitation shall apply regardless of the basis of your claim or whether or not the limited remedies provided herein fail of their essential purpose.

INDEMNIFICATION

You agree to defend, indemnify and hold NSONE and its suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees, expert witness fees, and costs of litigation arising out of or based on (a) Submissions or Content you or your users submit, post to or transmit through the Service (b) your use of

the Service or your users' use of the Service, (c) your violation of this Agreement or the contravention of any term of this Agreement by you, your agents, and a third party (including your customers) you permit to use the Service, and (d) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Service by you, your agents, or a third party (including your customers) you permit to use the Service. You further agree to defend, indemnify and hold NSONE and its suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from any claim arising out of Content hosted by you or that you request or engage another party to host for you.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, U.S.A., excluding the application of its conflict of law rules. You agree that any dispute arising out of or relating to the Service, or to NSONE, may only be brought by you in a state or federal court located in New York County, New York. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK. In any such proceeding, you agree that service may be made upon you via e-mail at your e-mail address that we then have on-file.

GENERAL

Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and NSONE as a result of this Agreement or your use of the Service. **Assignment.** NSONE may assign its rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without NSONE's prior written consent, and any unauthorized assignment by you shall be null and void. **No Waiver.** Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. **Notices.** All notices given by you or required of you under this Agreement shall be in writing and addressed to: 20 Exchange Place #5104, New York, NY 10005. We will post notices concerning the Service on our website. If there is notice that we must provide to you specifically, the email address you provide to us when

creating your account is the sole means by which we will provide you with such notices. You must notify us of any change to your email address. Equitable Remedies. You hereby agree that NSONE would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws. Entire Agreement. Unless there is a separate written agreement with NSONE, this Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and NSONE with respect to the Service, and supersedes all prior or contemporaneous communications, whether electronic, oral or written.

COPYRIGHT POLICY

If you believe in good faith that any material posted on or through our Service infringes the copyright in your work, please contact our copyright agent, designated under the Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. §512(c)(3)), by emailing abuse@ns1.com with the following information:

- Your contact information, including an email address, physical address and telephone number (so we can contact you);
- Identification and description of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Information reasonably sufficient to allow us to determine the location of the material that is claimed to be infringing;
- You must agree to and provide a statement that specifies that you: “have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”;
- You must agree and provide a statement that “The information in this notification is accurate, and under penalty of perjury, I am the owner, or an agent authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.”; and
- A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner.

You acknowledge that if you fail to comply with all of the requirements of this policy, your DMCA notice may not be valid.

COMPLAINT POLICY (INCLUDING TRADEMARK AND PRIVACY)

If you believe in good faith that any material posted on the Service infringes any of your rights other than in copyright, or is otherwise unlawful, you must send a notice to abuse@ns1.com, containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Site that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the Site;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and,
- Your physical or electronic signature.

If we receive a message that complies with all of these requirements, we will evaluate the submission, and if appropriate, in our sole discretion, we will take action. We may disclose your submission to the poster of the claimed violative material, or any other party.