

TERMS OF SERVICE

These Terms of Service ("Terms") govern your use of Digital Innovation Solutions, Inc.'s ("Company") website and service at ditrauma.com or any service provided by the Company that links to these Terms (the "Service").

YOU ACCEPT THESE TERMS AND IT BECOMES A BINDING CONTRACT UPON YOUR USE OF THE BENEFITS OF THE SERVICE. YOU ALSO RECONFIRM THESE TERMS UPON EACH USE OF THE SERVICE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN WE DO NOT CONSENT TO YOUR USE OF THE SERVICE AND YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

TERMS OF SERVICE

1. DEFINITIONS

"Customer" means Your employer, or if you are an independent contractor, the party you are providing services to by use of Our Service, that has an agreement with Us.

"Data" means any and all electronic information provided by you, other than De-Identified Data.

"De-Identified Data" means meta data generated by the operation of the Service, aggregated data, and other data that does not identify an individual or business.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Misuse" means taking any action to undermine the Service, including but not limited to those actions set forth in the attached Acceptable Use Policy.

"Third Party Data" means all electronic data or information residing in the Service that is owned by a person or entity other than You or Us, but does not include De-Identified Data.

"We," "Us" or "Our" means the Company.

"You" or "Your" or similar pronouns means you, individually.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES; LIMITATIONS AND RESTRICTIONS

2.1. Our obligations. We will: (i) make a reasonable effort to maintain the availability of the Service and (ii) we shall use reasonable effort but at least the effort required by applicable law to maintain the security of the Service and Data, subject to the terms of the Privacy Policy located at ditrauma.com/privacy. Please see section 8.3 for limitations on Your remedies if We breach this section. We will not be responsible for any loss of Data, income, clients, profits, money or any other of Your resources due to any security breaches caused by Your misuse of Our Service or criminal or illegal acts of third parties. The Service is not a backup service, and You are advised to maintain backups of Data on your own systems.

2.2. Your rights and limitations. You may use the Service for Your business use solely using credentials provided by Us.

2.3. Your general obligations. You shall: (i) be responsible and liable for the acts and omissions of, including any breach of these Terms caused by You, (ii) be solely responsible for the accuracy, quality, use, development, integrity and legality of Data you provide and of the means by which You acquire and use Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and Data, and notify Us promptly by email of any such unauthorized access or use of the Service or the access credentials We provided You, (iv) not engage in any Misuse; and (v) use the Service only in accordance with these Terms and applicable laws, rules and regulations, including but not limited to all laws regarding data privacy.

2.4. You agree not to: (a) sell, resell, sublicense, offer as a service bureau, rent or lease the Service (or any of our Data presented in the Service), (b) directly or indirectly use the Service to store or transmit infringing, libelous, or otherwise unlawful, discriminatory, or tortious material, or to store or transmit material in violation of third-party privacy, publicity, statutory, regulatory or personal rights or other obligations owed to third parties, (c) use the Service to store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of the Service, (e) attempt to or actually gain unauthorized access to the Service our Data or their related systems or networks, (f) access the Service for purposes of, monitoring the availability, performance or functionality of the Service, or for any other benchmarking or similar purposes, or to hack, trick, cheat, perform any other tests or vulnerability assessments, monitor or check the security features of, or otherwise directly or indirectly manipulate Service to anyone's benefit, without our written consent, or (g) attempt to access data or programs that belong to other customers, or acquire login credentials of other users, or otherwise share Your login credentials with third parties.

2.5. Our right to monitor the Service. Subject to any provisions of the Privacy Policy or that are prohibited by applicable law, We may monitor Your use of the Service for the purpose of understanding how You use the Service and how We can optimize, enhance, modify and otherwise provide the Service. We may also market new products or Service to You based on what we learn about Your use of the Service.

3. NO LIABILITY FOR THIRD-PARTY SERVICE OR PROVIDERS

The Service may include, and from time to time We may offer, third party applications, software, modules, data, and Service integrated with Our Service. In addition, Our Service may be integrated into a third-party service or platform. We are only responsible for Our Service, and You agree that We shall not be liable, or otherwise responsible, for the accuracy, performance, reliability, availability or any other feature, failure or damage caused by any third party service, plugin, software, module, component, library, cloud service provider, cloud platform, data center, platform, or other functionality ("Third Party Service") that is not developed directly by Us. Each such Third Party Service may contain additional terms. You agree that if You are damaged or have any issue with such Third Party Service, You will contact the vendor/supplier of that Third Party Service directly, and seek all remedies solely and directly with them.

4. PROPRIETARY RIGHTS

4.1. We reserve all rights, title and interest in and to the Service, including all related patent, copyright, trademark, trade secret and other proprietary rights therein (intellectual property rights), and all enhancements, modifications and other alterations or derivatives thereof, regardless of whether such enhancements, modifications and other alterations or derivatives thereof arise from any suggestion, input, idea, or other submission by You. For the avoidance of doubt, You hereby assign over to Us (and automatically assign over to us in the future) all right, title and interest to all intellectual property rights described or disclosed in any suggestion, input, idea, or other submission by You relating to the Service; provided however that at no time shall We own the Data. No rights are granted to You hereunder other than as expressly set forth herein, all of which are reserved.

4.2. You shall not (and covenant not to) (i) create derivative works based on the Service, (ii) copy, frame or mirror any part or content of the Service, (iii) reverse engineer, decompile, de-obfuscate or otherwise disassemble or derive the source code from the Service, or (iv) access the Service in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Service.

4.3. Ownership of Data. Data is owned by either You, or the Customer. Notwithstanding the above, We have a license and right during the Term to use Data (and Third Party Data) solely to provide the Service to You and Customer, and as otherwise permitted herein, or as required to comply with applicable law. We may also retain Data after the Term ends to comply with applicable law, or for proper administration of our business, to maintain an audit trail of transactions in the event of a dispute, and as expressly permitted in the Privacy Policy.

4.4. No effect on written agreements. If You or the Customer has a written agreement with Us, that written Agreement shall control over any conflicting provisions of these Terms.

5. CONFIDENTIALITY

5.1. Definition. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party"), whether directly, or indirectly through others, to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure. Your Confidential Information shall include Data; Our Confidential Information shall include the non-publicly available components of the Service; and Confidential Information of each party shall include the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. De-Identified Data is Our Confidential Information.

5.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party or as set forth in the Privacy Policy, (i) the Receiving Party

shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.3. **Use of Data.** We will not, except as permitted in the Privacy Policy or to provide the Service or prevent or address Service or technical problems, or at Your request in connection with Customer support matters use, modify or disclose Data, except as compelled by law or in connection with any dispute.

5.4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.5. **Change of Control.** Notwithstanding the above, Confidential Information may be transferred to a successor in interest by merger, sale of business or other change of control.

5.6. **Publicly available Data.** Our Service may include publicly available Data, that we store, process and configure for display or use. We make no claim to the raw, publicly available Data, however, our storage service, database schemas and processing of such publicly available data is our Data and constitutes our Confidential Information, except as expressly provided above.

5.7. Notwithstanding anything in these Terms to the contrary, You may, pursuant to the U.S. Defend Trade Secrets Act of 2016 ("DTSA"), without informing or obtaining prior authorization of the Company: (i) disclose trade secret and proprietary information in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law that pertains to the trade secret and proprietary information; (ii) disclose trade secret and proprietary information in a complaint or other document filed in an arbitral, judicial, or administrative proceeding that pertains to the trade secret and proprietary information, if such filing is made under seal; and (iii) disclose trade secret and proprietary information to your attorney and use the trade secret and proprietary information in an arbitral, judicial, or administrative proceeding brought by you against the Company alleging retaliation for your having reported a violation of law, where such proceeding pertains to or requires disclosure of the trade secret and proprietary information, provided that you file any document containing the trade secret and proprietary information under seal and do not otherwise disclose the trade secret and proprietary information except as required by court order.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranties. Each party represents and warrants that it has the legal power to enter into these Terms. You represent that you are over the age of 18. The Service may not be used by persons under the age of 18.

6.2. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS OR WARRANTIES HEREIN THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY OF ANY KIND AND WE HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING UNDER ANY UNIFORM COMMERCIAL INFORMATION TRANSACTIONS ACT. THERE IS NO WARRANTY THAT ANY SERVICE INFORMATION, POSTINGS, CONTENT, EFFORTS, SERVICE, THE SERVICE OR ANY SYSTEM PROVIDED BY US WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

7. INDEMNIFICATION

7.1. Indemnification. In addition to any other indemnity provided herein, You hereby covenant to indemnify, defend and hold Us (and our members, owners, officers, employees, agents, affiliates and other persons acting on Our behalf) harmless from and against any claim made or brought against Us by a third-party (including by any government agency or instrumentality): (i) alleging that Data, any Third Party Data You provide to us, or Your use of the Service, are in violation of these Terms, infringe or misappropriate the intellectual property or other personal or corporate rights of a third party or violates applicable law, rules, regulations or orders; (ii) arising from Your (or Your agents, affiliates, or other persons who act on Your behalf) negligent or intentional action or omission, breach of these Terms, or failure to comply with applicable law, rules, regulations or orders. Without limiting the foregoing, You shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us (and our members, owners, officers, employees, agents, affiliates and other persons acting on Our behalf) in connection with any such claim. We shall endeavor to give You prompt written notice of any claim that is indemnified hereunder, and reasonably cooperate with Your resolution of such claim.

7.2. Infringement claims. In the event a third party makes a claim that the Service infringes its intellectual property or other rights, You shall give Us prompt written notice of such claim. Provided that such claim does not arise from Data or Your misuse of the Service or other act or omission, We shall have the right to among other actions, seek a license, resolve, provide a design-around, or otherwise make modifications to avoid such infringement or other rights claim. In Our discretion if We determine that the above actions are commercially infeasible, in addition to any other rights herein, we may immediately terminate these Terms or the applicable portion of the Service that is alleged to cause the infringement or otherwise violate third party rights. Our obligation herein is limited to either providing a non-infringing replacement of the Service or termination of these Terms – which remedies are Your exclusive remedies in the event of a third-party claim that the Service infringes their intellectual property or other rights.

8. LIMITATION OF LIABILITY AND REMEDY

8.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$100. IF APPLICABLE LAW LIMITS OUR RIGHT TO LIMIT OUR LIABILITY TO YOU, THEN THIS LIMITATION SHALL BE EFFECTIVE ONLY TO THE EXTENT AND IN THE LOWEST AMOUNT THAT WE ARE PERMITTED TO LIMIT OUR LIABILITY TO YOU.

8.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES, OR ANY OTHER PERSON WHO USED OUR SERVICE WITH YOUR ACCESS RIGHTS FOR ANY LOST PROFITS OR LOST REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER ARISING HEREUNDER OR UNDER OTHER APPLICABLE LAW, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. Repair Or Replace Remedy. You agree that your sole remedy in the event You have any claim against Us in respect of the provision of the Service is for us to repair, replace or otherwise correct such Service to meet the warranty provided for herein; under no circumstances will We be liable to You in such cases for any damages, costs or fees of any kind, including but not limited to actual, compensatory, direct, incidental, punitive or consequential damages, whether or not occasioned by Our negligence. If this provision is determined to have failed of its essential purpose or is otherwise deemed or determined to be unenforceable, You agree that this provision is an independent limitation from all other limitations of remedies herein, and all such other limitations on remedy, including but not limited to those in Sections 8.1 and 8.2 shall survive and remain applicable to any claim You make, including but not limited to any claim that We failed to provide an effective repair, replacement or re-performance of Service.

9. TERM AND TERMINATION; ACCOUNT DELETION

9.1. Termination. Unless another written or electronic agreement exists between You and Us that states a different provision, the Term of these Terms may be terminated by either You or Us by notice to the other party, which notice may be by electronic mail or other reasonable means.

9.2. Imminent harm. If We determine that Your use or actions are causing or likely to cause material and imminent damage to Us, to our infrastructure or to our ability to provide the Service, or are in violation of applicable law, rules, regulations or orders, We may also suspend Your access to the Service immediately without notice. We shall endeavor in subjective good faith to give You notice if We take this emergency action, and to restore the Service as soon as the issue that caused such suspension is resolved, in Our discretion.

9.3. Permanent and irretrievable data deletion. Upon Your account termination We may immediately permanently delete Data. The Service is not a backup service and You should store copies of Data in other locations.

9.4. Surviving Provisions. All provisions that by their nature should survive the end of the Term shall so survive, including at least Sections 3 - 5, 6.2, and 7 - 11.

9.5. Account deletion. If We provide You with a login or the ability to create an account, We reserve the right, but not the obligation to permanently delete any account You have created that has been suspended or terminated for more than 30 days, or that has not been used in 60 days. **PLEASE NOTE:** All of Data and Third Party Data associated with an account will be deleted when the account is deleted, and except for any audit trail that we deem necessary to resolve any dispute, We do not retain backups or any method of restoring deleted accounts, and We are not liable in any manner for any data loss resulting from our deletion of terminated or suspended accounts.

10. GOVERNING LAW AND JURISDICTION; ARBITRATION

10.1. Jurisdiction. This contract will be governed by the laws of the State of Delaware, exclusive of its conflicts of laws provisions. The parties agree that the Uniform Commercial Code, the United Nations Convention on Contracts for the International Sale of Goods and any Uniform Computer Information Transactions Act shall not apply between us.

10.2. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS.

10.3. Arbitration.

10.3.1. Notwithstanding anything to the contrary contained in these Terms, except with respect to actions for equitable relief, which claim may be filed directly in a federal or state court in Maryland (each of the parties hereto irrevocably submits to the jurisdiction of such court for such purposes), any other dispute between the parties to these Terms, whether arising in tort, contract, pursuant to a right under statute, rule or regulation, and including any claim that may be subject to a class action, shall be settled by binding arbitration under the Commercial Arbitration Rules ("Rules") of the American Arbitration Association (the "AAA"), and such arbitration shall be held by electronic/remote means (i.e. videoconference, audio conference) as much as possible, unless otherwise determined by the Arbitrator, provided that if a live hearing must take place, then such hearing shall take place in a location determined by the arbitrator.

10.3.2. Any dispute properly submitted for arbitration shall be referred to one arbitrator in an arbitration administered by the AAA, according to the following procedures: The party or parties submitting ("Submitting Party") the intention to arbitrate (the "Submission") shall nominate one arbitrator. If within 20 days of receipt of the Submission, the party or parties receiving the Submission ("Answering Party") does not agree on such arbitrator, then the arbitrator shall be appointed by the AAA in accordance with the Rules unless the parties can agree on an arbitrator. The parties agree that they shall consent to an expedited proceeding under the Rules, to the full extent the AAA can accommodate such a request.

10.3.3. The ruling of the arbitrator shall be binding and conclusive upon all parties hereto and any other person or entity with an interest in the matter, and the arbitrator shall have the authority to direct the parties to make payments, withdrawals and distributions with the results of arbitration.

10.3.4. The arbitration provision set forth in these Terms shall be a complete defense to any suit, action or other proceeding instituted in any court regarding any controversy or claim (except as provided for above for claims permitted to be filed directly in court, but including, without limitation, whether any controversy or claim is subject to arbitration) arising out of or relating to any said disputes to be arbitrated hereunder between the parties; provided, however, that (A) any of the parties to the arbitration may request a federal or state court in any court that has competent jurisdiction to provide interim injunctive relief in aid of arbitration hereunder or to prevent a violation of these Terms pending arbitration hereunder (and any such request shall not be deemed a waiver of the obligations to arbitrate set forth in these Terms), (B) any ruling on the award rendered by the arbitrator may be entered as a final judgment in any court of competent jurisdiction anywhere in the United States and (C) application may be made by a party to any court of competent jurisdiction wherever situated for enforcement of any such final judgment and the entry of whatever orders are necessary for such enforcement.

10.3.5. In any proceeding with respect hereto, all direct, reasonable and out-of-pocket costs and expenses (including, without limitation, AAA administration fees, arbitrator fees, expert witness fees, and attorneys' fees) incurred by the parties to the proceeding shall, at the conclusion of the proceeding, be paid by the party incurring the same; however, the arbitrator may award payment of all or any portion of any such fees and expenses to the prevailing party in arbitration, or on the basis of any obstreperous or excessive litigation tactics. Notwithstanding the above, if We are the substantially prevailing party, then the Arbitrator shall award Us our fees as provided in Section 11.6.

10.3.6. The arbitrator shall have power to permit reasonable discovery using subpoenas and other regular procedures and the parties shall cooperate in such discovery and not unduly multiply the proceedings, make duplicative or unnecessary requests or otherwise cause undue expense. The arbitrator shall have the power to sanction any party that violates the arbitrator's rules or orders, which sanctions may include payment of fees and costs incurred by the other party, up to and including dismissal and/or default judgment.

11. GENERAL PROVISIONS

11.1. Export Compliance. The Service is not for export and may not be used or exported outside of the United States. If We agree in writing with You in a separate Agreement, You may use the Service from a remote non U.S. jurisdiction, provided that You covenant to comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service.

11.2. Relationship of the Parties. these Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms, intended or implied.

11.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5. **Severability.** If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

11.6. **Attorney Fees.** If we are required to enforce these Terms and we substantially prevail in such action, You shall pay on demand all reasonable costs We incurred in such effort, where "costs" shall include Our reasonable attorneys' and other professionals' fees. You further agree that this covenant shall survive any judgment and this duty and obligation to pay "costs" shall continue until full collection of the judgment, including but not limited to all appeals of any decision.

11.7. **Assignment.** You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Us (not to be unreasonably withheld). We may assign these Terms at any time, to any person. Any assignment by a party in violation of this provision is void. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. **Entire Agreement.** Unless You and We have entered into a separate written and signed agreement that states otherwise, these Terms, including all exhibits, documents incorporated by reference, and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms and any exhibit or addendum hereto, the terms of such exhibit, addendum shall prevail. No employee, agent or other person associated with Us has the right or power to amend, waive or otherwise orally modify these Terms.

11.9. **Amendment.** We may add to, remove or otherwise change or modify the terms and conditions of these Terms at any time by giving notice on the Service and such notice may be provided at the time You login, or via a textual notice appearing on the Service that terms have changed, or via email or other reasonable means. Your continued use of the Service after we make any changes to these Terms constitutes Your acceptance and agreement to such changes. If You do not agree to such changes You must notify Us promptly upon learning of such changes (in no event less than 3 business days after they are posted and We have provided notice) and cease using the Service. If You timely object to the new Agreement as provided above, then such objection shall constitute a termination of these Terms for Your convenience and the new Agreement terms shall not apply to You.

11.10. **No adverse construction.** You and We have had the opportunity to consult with, review and negotiate the terms and provisions of these Terms and use of the Service, and neither party shall therefore be subject to any adverse construction rule as the draftsperson of the Agreement.

11.11. **Electronic Communications.** You agree to transact business with Us using electronic communications, either via web forms on the Service, or via email. Electronic communications will be deemed received by You when Your electronic communication system reports that any electronic communication We send You has been received by

Your system, regardless of whether You ever actually open or read such electronic communication. We may, but are not required, to use return receipt requests. Unless specifically required by applicable law or as otherwise provided herein, You consent to receive all notices, information, and other communications from Us concerning any subject matter, via electronic communication. It is Your responsibility to maintain valid electronic communication addresses, and to review the Service messages, and We may terminate Your access to the Service without liability to You if, after We give You reasonable prior notice, You fail to update and maintain Your electronic communication addresses.

11.12. **Change in Service.** We may add, change, discontinue, remove or suspend any and/or all Service, including features and specifications of products described or depicted on the Service, temporarily or permanently, at any time, without notice and without liability.

11.13. **Manner of Giving Notice.** Except as otherwise specified in these Terms, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination of these Terms or a claim for indemnification unless the party receiving such email acknowledges receipt). Notices to You shall be addressed to the system administrator designated by You for Your relevant Service account, and in the case of billing-related notices, to the relevant billing contact designated by You.

ACCEPTABLE USE POLICY

As a user of the Service, you agree not to:

1. Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service.
5. Use any information obtained from the Service in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Service in a manner inconsistent with any applicable laws or regulations.
8. Engage in unauthorized framing of or linking to the Service.
9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from any Content.
12. Attempt to impersonate another user or person or use the username of another user.
13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).
14. Interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service.

15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.
16. Attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service.
17. Copy or adapt the Service's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service.
19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software.
20. Use a buying agent or purchasing agent to make purchases on the Service. Make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
21. Make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
22. Use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavor or commercial enterprise (other than by providing your services to a Customer).