

Terms of Service Agreement

Please review these terms of service agreement carefully before using any of iservicesolution.com Services.

This document states the general terms and conditions (these "Terms") upon which iservicesolution.com ("we" or "us"), will provide web hosting or other related services to you (the "Service"). These Terms constitute a contractual agreement between you and us. By visiting, accessing, using, joining and/or participating in (collectively "using") the Service, you express your understanding and acceptance of these Terms. As used in this document, the terms "you" or "your" refers to you, any entity you represent, your or its representatives, successors, assigns and affiliates, and any of your or their devices. If you do not agree to be bound by these Terms, navigate away from the Service and cease using it.

1. Eligibility

You must be over eighteen (18) years of age to use the Service, unless the age of majority in your jurisdiction is greater than eighteen (18) years of age, in which case you must be at least the age of majority in your jurisdiction. By accepting these Terms you represent and warrant that you are at least the minimum age as required by the previous sentence. Use of the Service is further not permitted where prohibited and you represent and warrant that you are not otherwise prohibited to use the Service.

2. Grant of Use; Termination

2.1 We grant you a non-exclusive, non-transferable and limited right to access, non-publicly display, and use the Service, including the hosting services and content available therein (the "Content"), on your computer consistent with these Terms.

2.2 This grant of use services is terminable (including a partial termination or limitation) by us at will for any reason and at our sole discretion, with or without prior notice. Upon termination we may, but shall not be obligated to: (i) delete or deactivate your Account (as defined below), (ii) block your e-mail and/or IP addresses or otherwise terminate your use of the Service, and/or (iii) take any other action to prevent your use of the Service. If you terminate for any reason, or if we terminate for cause, including for breach of any the Acceptable Use Policy (defined below), then we shall not be obligated to pay you any amounts owing to you. Upon termination by us, you agree not to use or attempt to use the Service after said termination. Upon termination for any reason, the grant of your right to use the Service shall terminate, but all other portions of these Terms shall survive. In the event You terminate this Agreement or Your use of the Services, moving Your content off of the Services is Your responsibility. We will not transfer or FTP Your content to another provider. In the event Your use of the Services is terminated, We will not transfer or manage Your Services or Your content. Pursuant to the terms herein, including Sections 13 and 14, you acknowledge that we are not responsible to you or any third party for the termination of your grant of use.

2.3 Termination, either by you or by us, takes place immediately and your use of the Service will not continue until the end of the term of any service you may have purchased.

3. Accounts

3.1 You must create an account with us (an "Account") to use the Service to its fullest extent. You represent and warrant that all information that you provide to us in creating your Account is complete and accurate and correct. You shall update such information when it changes or when we request.

3.2 By creating an Account on behalf of a company or other entity, you represent and warrant that you have the authority and capacity to enter into these Terms and bind the entity on its behalf.

3.3 You shall not use another person or entity's Account without authorization. You shall be solely responsible for maintaining the confidentiality of and restricted access to your Account. You shall be solely responsible for all activities that occur under your Account. You shall notify us immediately of any breach of security or unauthorized use of your Account. Pursuant to the terms herein, we shall not be liable for any losses resulting from any unauthorized use of your Account and, in addition to Sections 13 and 14 herein, you hereby indemnify us and hold us harmless for any such unauthorized use.

4. Intellectual Property

4.1 The Content, including text, graphical images, photographs, music, video, software, databases, scripts and trademarks, service marks and logos contained therein, is owned by and/or licensed to us. All Content is subject to copyright, trademark, trade secret, and/or other rights under the laws of applicable jurisdictions, foreign laws, and international conventions. We reserve all our rights to our Content.

4.2 Except as otherwise explicitly permitted, you agree not to copy, modify, publish, transmit, distribute, participate in the transfer or sale of, create derivative works of, or in any other way exploit, in whole or in part, any Content.

5. The Service

5.1 We will provide you hosting and connectivity in accordance with the level of the Service which you purchase pursuant to the details listed on our website ("Your Hosting"). In performing the Service, we shall maintain control and ownership of any and all Internet protocol ("IP") numbers and addresses that we may assign to you and we reserve the right to change or remove any and all IP numbers and addresses assigned to you or others in our sole discretion. You must check the availability of any custom configuration for Your Hosting prior to placing your order.

5.2 You shall be solely responsible for producing, uploading and maintaining the websites, HTML files, scripts, applets, applications, media and any other material (including any trademarks, service marks, trade names, logos and other commercial or product/service designations connected to such material) that you upload to your server space on the Service or which you allow others to upload to your server space or which pass through your server space ("Uploaded Materials"). As used herein Uploaded Materials shall also be deemed to include any and all of your (or your users') content that is stored or transmitted through servers or other technology used by you on the Service.

5.3. You are responsible for ensuring there is no excessive overloading of our DNS system or servers or other technology. In the event You exceed Your allotted bandwidth and thereby overload our DNS system or servers or other technology, You shall be assessed any and all fees, costs and penalties associated with such overloading.

5.4 You acknowledge and understand that use of the Service requires a certain level of knowledge in the use of Internet languages, protocols and software, which can vary depending on your anticipated use and desired content of your websites. You acknowledge and understand that you have the necessary knowledge to create, modify and maintain Uploaded Materials. We assume no responsibility to provide you with such knowledge. We shall have no obligation to review or analyze your Uploaded Materials; however we may do so at our discretion and, pursuant to an agreement with you, at a development/consulting rate.

5.5 For server restoration purposes only, we may make regular back-ups of information on our servers. However, we make no warranties or guarantees of any kind, either express or implied, as to the integrity and timeliness of these back-ups. You shall be solely responsible for maintaining local copies of Uploaded Materials. If loss of data occurs due to our error, we shall attempt to recover the data at no charge to you. If loss of data occurs otherwise, you may request us to attempt to recover the data from our most recent back-up at our then applicable fees.

5.6 We reserve the right to monitor the Service and to access and disclose any information as permitted or required by any law, regulation or other governmental request or as necessary to operate our systems properly, to protect ourselves and our other users, or for any other reason we, in our good faith judgment, deem necessary. However, we are under no obligation to you to do so. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and we reserve the right to report to law enforcement authorities any suspected illegal activities that we become aware of on the Service.

5.7 Depending on the hosting package you select and purchase, Your Hosting may be limited by both the amount of Uploaded Materials you may store on the Service ("Storage Space") and the amount of Uploaded Materials that is sent and received by our computer systems ("Traffic").

5.8 You acknowledge and understand that when you reach the limit of the Storage Space allocated to Your Hosting, you may be unable to upload any additional Uploaded Materials.

5.9 You acknowledge and understand that when you reach the limit of the Traffic allocated to Your Hosting for any given calendar month, any additional Traffic over the limit will be charged at gigabyte and/or gigabits per second in accordance with our standard traffic rate, granularity at our standard gigabyte pricing posted on the Service. If you do not use any part of your allocated Traffic within any given calendar month, that unused allocated Traffic will not "roll-over." All unused allocated Traffic in a given calendar month shall be forfeited by you.

5.10 You acknowledge and understand that our relationship with you pursuant to these Terms is exclusively as an independent hosting company and that the Uploaded Materials are and will be supplied, provided and edited by you and not us. We will not provide you with any editing or inspection services.

5.11 Subject to the terms and conditions of these Terms, including, without limitation, Section 14 hereof, we will use commercially reasonable efforts to provide the Service on a twenty-four hours a day/seven days a week basis throughout the term of these Terms. However, you acknowledge that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation, because of (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that we may undertake from time-to-time and in our discretion; and (c) causes beyond our control or that are not reasonably foreseeable by us, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You agree that the Service may be inaccessible during periods of time for which you have scheduled upgrades or downgrades to Your Hosting. You agree that we have no control of availability of the Service on a continuous or uninterrupted basis. You further agree that as a normal course of our business, it may be necessary for us to migrate our servers and technology. As a result, even though you may have a dedicated IP, You may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

5.12 You acknowledge and agree we have the right to seek justification in connection with Your Hosting and use of the Service. Specifically, and without limitation, we may request justification upon your request to purchase IP addresses. You shall provide us with any and all information reasonably sought by us to justify such a purchase, and we shall have sole discretion in determining whether your justification is satisfactory. You acknowledge and agree that your name and justification may be disclosed to certain third parties, including, but not limited to, the American Registry of Internet Numbers (ARIN), in accordance with policies promulgated by any and all such third parties and registries and such information may be displayed in the Whois database.

5.13 You shall bear full risk of loss and damage to Your Hosting and all of your Uploaded Materials. You shall be solely responsible for undertaking measures to safeguard Your Hosting and your Uploaded Materials, including but not limited to undertaking measures to: (a) prevent any loss or damage to your Uploaded Materials; (b) maintain independent archival and backup copies of your Uploaded Materials; and (c) ensure the security, confidentiality and integrity of your Uploaded Materials and information transmitted through or stored on the Service.

5.14 The Service is not intended to provide a PCI (Payment Card Industry) compliant environment (or similar) and therefore should not be considered as one.

5.15 In the event that you elect to purchase our Managed Server Plan or Remote Administration Plan (collectively, "Assisted Services"), the terms hereof shall also apply to your use of the Assisted Services. If we, in our discretion, determine that requested assistance under Assisted Services falls out of the scope of the basic Assisted Services plans, we may charge you for such Assisted Services in the form of Custom Support Services ("CSS") and shall charge you in such a case for the use of the CSS proposed per-minute billing rate of the minimum cost of the CSS 1 hour (60 minutes) depending on the Administration Plan incremental basis at our then current prices. If we determine that a fee will be assessed for your use of CSS, we reserve the right to charge any and all fees prior to the commencement of any work being performed.

5.16 If you purchase a Managed VDS Server Plan, Managed Dedicated Server Plan or Remote Administration Plan, you hereby authorize us to log into or otherwise access Your Hosting for the purposes related thereto.

6. Uploaded Materials

6.1 You shall be solely responsible for ensuring that your Uploaded Materials function properly and as intended. You shall assume all responsibility for Uploaded Materials and the consequences of placing it on the Service. Without limiting the foregoing, you acknowledge and understand that you are specifically responsible for all materials uploaded by your users, whether you monitor their use of your own services or not.

6.2 During the period that you use the Service, you hereby grant us a worldwide, non-exclusive, royalty-free, perpetual, non-cancelable, sub-licenseable license to reproduce, publicly perform, publicly display, distribute, and publish Uploaded Materials on our computer systems and on the Internet for any purpose contemplated by the Service and these Terms. Furthermore, you also grant all Internet users a right and license to display, stream and download Uploaded Materials you make available on the Internet in connection with their use of your Uploaded Materials. You also irrevocably waive and cause to be waived against us and any of our users any claims and assertions of moral rights or attribution with respect to Uploaded Materials.

6.3 You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to Uploaded Materials. Specifically, you represent and warrant that you own the title to the Uploaded Materials or that you have the proper right and license to upload the Uploaded Materials, and that uploading the Uploaded Materials will not infringe upon any other party's rights or your contractual obligations to other parties.

6.4 You acknowledge that we may at our sole discretion refuse to publish, remove, or block access to any Uploaded Materials for any reason, or for no reason at all (including for violation of our Acceptable Use Policy) with or without notice.

6.5 You agree to defend us against any claim, demand, suit or proceeding made or brought against us by a third-party alleging that your Uploaded Materials or your use of the Service in violation of these Terms infringes or misappropriates the intellectual property rights of a third-party or violates applicable law and you shall indemnify us for any damages finally awarded against and for reasonable attorney's fees incurred by us in connection with any such claim, demand, suit or proceeding.

6.6 We claim no ownership or control over Uploaded Materials. You or a third party licensor, as appropriate, retain all rights in and ownership over Uploaded Materials and you are responsible for protecting your rights in and ownership over Uploaded Materials as appropriate. You understand and acknowledge that we are a "service provider" to you and Uploaded Materials and are therefore immune from liability for liabilities stemming from Uploaded Materials.

6.7 You acknowledge that we employ and accommodate standard technical measures to identify and protect copyright works. We also designate an agent for receipt of allegations of copyright infringement and react pursuant to our repeat infringer policy as hereby stated:

REPEAT INFRINGER POLICY: AS PART OF OUR REPEAT-INFRINGEMENT POLICY, ANY PARTY FOR WHOM WE RECEIVE THREE GOOD-FAITH AND EFFECTIVE COMPLAINTS WITHIN A SIX-MONTH PERIOD MAY BE BARRED FROM USING THE SERVICE.

6.8 If, for any reason, your Account or Your Hosting is suspended or terminated, or these Terms are terminated or breached, you acknowledge that we may, in our sole discretion, permanently delete Uploaded Materials and you acknowledge that we may not be able to reopen or restore such content.

7. Acceptable Use Policy

7.1 We retain a separate Acceptable Use Policy (the "Policy"), incorporated herein by this reference, which contains additional restrictions and obligations on you and your assent to these Terms also signifies your assent to the Policy and all its terms. A breach of the Policy is a breach of this Agreement. We reserve the right to amend the Policy at any time by posting such amendments to our website. No other notification may be made to you about any amendments. Your continued use of the Service following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them. You agree that you have read and are familiar with all the terms of the Acceptable Use Policy.

7.2 If we become aware of a possible violation of these Terms, including the Policy, we may initiate an investigation into the possible violation that may include gathering information from you, any complaining party, Uploaded Materials and any other material or information which we find to be reliable in our sole discretion. You agree to comply with all reasonable requests by us pursuant to our investigation of violations. Without limiting the foregoing, if, after our request, you cannot provide assurances to our satisfaction that you are not violating these Terms, including the Policy, we may terminate your use of the Service.

7.3 We reserve the right to take appropriate action against you for any breach of the Terms, the Policy or other unauthorized use of the Service, including civil, criminal and injunctive redress in addition to termination of your grant of use of the Service. Any use of our computer systems not authorized by these Terms is a violation of these Terms and certain domestic, foreign and international laws.

8. Fees

8.1 We will charge you fees for Your Hosting in accordance with our posted prices. Fees are based on the specific criteria of Your Hosting. Fees are subject to change. Payment of fees may be processed by any of the methods posted and made available on the Service that you choose. You will be charged the amount shown during the making of your order and any additional charges that may accrue to your account (e.g., for exceeding your allocated traffic). We will send a notice of fee increases by e-mail thirty (30) days before such increases take effect.

8.2 Fees are due monthly in advance of us providing you Your Hosting. Your Hosting will commence at a time commercially reasonable after payment of the fees. The day of the month upon which Your Hosting will commence will be the "Due Date." You are obligated to pay all fees and charges accrued and fees due for the following month for Your Hosting on the Due Date of each month (unless the month contains fewer days in it than the Due Date, in which case the Due Date shall be deemed to be the last day of that month for that month).

8.3 If you chose to pay by automatic billing, you acknowledge that we shall bill your payment method prior to the Due Date each month. You authorize automatic billing by us on an on-going basis during the term of these Terms.

8.4 Our obligation to provide Your Hosting is contingent on your payment of the applicable fees by the Due Date each month. You must pay such fees without set-off or deduction. It is your responsibility to ensure that we receive payment of such fees. Fees will be considered paid on the date your financial institution makes the funds available to us. Should your account be suspended, for any reason other than our breach of these Terms, fees related to your Account will continue to accrue.

8.5 If you believe there is an error in our calculation of your fees, we encourage you to contact us in writing to [invoice@iservicesolution.com] or by creating a ticket in your account. Our obligation to consider your claim is contingent on your providing us with written notice of this dispute, and including sufficient facts for us to investigate your claims. We must receive this notice at least 5 days prior to the Due Date (the "Dispute Deadline"). You waive your right to dispute any Fees if you fail to meet the Dispute Deadline. If we find that your claim is valid, we shall make a credit to your account the next time fees are due.

8.6 If accrued fees are not paid to us before your Due Date each month, Your Account will be suspended. We will suspend the port associated with Your Account. If payment is not received within 10 days after your Due Date each month, Your Hosting, your servers and all services associated with your account (including services that you provide) will be disconnected and placed in our recycling queue and after 7 days in a recycling queue all Uploaded Materials will be deleted. You may not be able to recover any Uploaded Materials once a server is placed in our recycling queue.

8.7 You acknowledge that you have full responsibility for your account until payment in full is made for all fees.

8.8 You agree that you shall pay all transaction costs, including currency exchange costs.

8.9 You agree not to report as fraudulent, lost or stolen any charge or form of payment which you have used in conjunction with payment to us, for which you do not have a good faith reason to believe is in fact fraudulent, lost or stolen. You agree not to report as unauthorized any charge by us for any transaction for which you do not have a good faith reason to believe is in fact unauthorized. You agree that, absent good faith, in the event of any such report you shall be liable to us for such charge or obligation plus an additional \$100 administrative fee. The liability specified in this paragraph will not limit our rights or any other liability you may have for any other reason, including a breach of any other provision the Terms (including the Policy).

8.10 You must promptly inform us of any changes in the following: (i) the expiration date of any method of payment, (ii) changes in home or billing addresses, and (iii) apparent breaches of security, including the loss, theft or unauthorized disclosure or use of your payment method, ID or password. If there is any such breach of security, you agree that you shall be liable for any unauthorized use of the Service resulting from such breach. Upon your request, you will be given access to billing records that support charges resulting from your use of the Service.

9. Refund Policy

9.1 We may, in our sole discretion, issue you a refund for Your Hosting only if you cancel your purchase within forty eight (48) hours after Your Hosting is initially made available to you.

9.2 We may deduct all from any refund amounts equal to costs incurred in refunds and any other relevant costs incurred by us in connection with the purchase and refund, including costs of processing, shipping and handling.

9.3 In the case of an unjustified return of purchased server there will be no refund. If you violated these

Terms and we are forced to block your server there will be no refund.

10. Content on the Service

10.1 You understand and acknowledge that, when using the Service, you may be exposed to Content from a variety of sources including content made available on the Service by other users or by links to other websites on the internet, including other websites participating in the Service (collectively, "Third Party Content") and that we do not control and are not responsible for any Third Party Content. We assume no responsibility for the content, privacy policies or practices of the Third Party Content and their owners and operators. In accordance with Sections 12 and 13 herein, we also make no representation and warranty as to the accuracy, completeness or authenticity of information of the Third Party Content and we shall not be liable for any and all liability arising from your use of any Third Party Content.

10.2 You understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent or otherwise objectionable or may cause harm to your computer systems and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto.

10.3 You understand and acknowledge that we assume no responsibility whatsoever to you for monitoring the Service for inappropriate Content or conduct. If at any time we choose, in our sole discretion, to monitor such Content, we assume no responsibility for such Content, have no obligation to modify or remove any such Content (including Third Party Content), and assume no responsibility for the conduct of the users submitting any such Content (including Third Party Content).

10.4 All Content on the Service is provided to you "AS-IS" for your use only as contemplated by these Terms and you shall not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit for any other purpose whatsoever the Content without the prior written consent of the respective owners/licensors of the Content.

11. Privacy Policy

We retain a separate Privacy Policy, which is incorporated herein by reference, and your assent to these Terms also signifies your assent to the Privacy Policy. We reserve the right to amend the Privacy Policy at any time by posting such amendments to the Service. The top of the Privacy Policy will indicate the date that amendments were last made. No other notification may be made to you about any amendments, so periodically check the Privacy Policy for changes. Your continued use of the Service following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.

12. Modification of These Terms

We reserve the right to amend these Terms at any time by posting such amendments to the Service. The top of the Terms will indicate the date that amendments were last made. No other notification may be made to you about any amendments. YOU ACKNOWLEDGE THAT YOUR CONTINUED USE OF THE SERVICE FOLLOWING SUCH AMENDMENTS WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDMENTS, REGARDLESS OF WHETHER YOU HAVE ACTUALLY READ THEM.

13. Indemnification and Release

13.1 To the fullest extent of the law, you accept full responsibility for, shall indemnify us and hold us harmless for any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing inquiry or investigation that we believe may lead to the institution of any such action, suit, proceeding or alternative resolution mechanism, whether civil, criminal, administrative, investigative or otherwise (hereinafter, collectively, a "Claim") by reason of, connected to, or arising in part or in whole out of any aspect of your use of the Service, Your Hosting, Uploaded Materials or your breach of these Terms (including the Policy). You shall indemnify us against any and all expenses, losses, claims, damages, and liabilities, joint or several, including, without limitation, attorney's, investigation, legal, court and other out-of-pocket obligations, fees and costs, and costs of being a witness, incurred by reason of, in connection with or arising in part or in whole out of such a Claim.

13.2 In the event of a Claim under this Section, we shall be permitted to select legal counsel to in relation to

such a Claim. We reserve the right to participate in the proceedings of any Claim subject to indemnification from you, but we shall have no obligation to do so. You shall not settle any such Claim without our prior written consent, which we shall not unreasonably withhold.

13.3 In the event that you are involved in a dispute with any third parties, you hereby release us, our officers, employees, agents and successors-in-right from claims, demands and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service.

13.4 If you are subject to California law in the United States of America, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

14. Disclaimer of Warranties and Limitations of Liabilities

READ THIS SECTION CAREFULLY AS IT LIMITS OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

14.1 You expressly agree that your use of the Service is at your sole and exclusive risk. The Service is provided "**AS-IS**" and without any warranty or condition, express, implied or statutory. We specifically disclaim to the fullest extent any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title, information accuracy, integration, interoperability and quiet enjoyment. We disclaim any warranties for viruses or other harmful components in connection with the Service. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

14.2 UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, RESULTING FROM ANY ASPECT OF YOUR USE OF, MISUSE OF OR INABILITY TO USE THE SERVICE, WHETHER SUCH DAMAGES ARISE FROM (i) YOUR USE, MISUSE OR INABILITY TO USE THE SERVICE, (ii) YOUR RELIANCE ON ANY CONTENT ON THE SERVICE, (iii) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE SERVICE, (iv) THE TERMINATION OF THE SERVICE BY US, OR (v) THE TEMPORARY OR PERMANENT SHUTDOWN OF YOUR WEBSITE OR OTHER WEBSITES PARTICIPATING IN THE SERVICE. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY. THESE LIMITATIONS ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

14.3 WE FURTHER DO **NOT** WARRANT THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (v) ANY ERRORS IN CONTENT WILL BE CORRECTED.

14.4 ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH CONTENT.

14.5 YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE OR ANY OTHER GRIEVANCE SHALL BE THE TERMINATION OF YOUR USE OF THE SERVICE. IN NO CASE SHALL THE MAXIMUM LIABILITY OF US ARISING FROM OR RELATING TO YOUR USE OF THE SERVICE EXCEED THE AMOUNTS PAID BY YOU TO US IN THE TWO (2) MONTHS PRECEDING THE GRIEVANCE.

15. Choice of Law and Venue

To the maximum extent permitted by law, these Terms as well as any claim, cause of action, or dispute that may arise between you and us, are governed by the laws of the Netherlands without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF THE COURTS LOCATED IN NETHERLANDS.

16. General Terms

- (a) *Relationship of Parties.* No partnership, joint venture, agency, franchise, sales representative or employment relationship is intended or created by these Terms. You have no authority to make or accept any offers or representations on our behalf. You shall not hold yourself out as our agent. You shall not take any action or make any statement that contradicts anything in this sub-section.
- (b) *Third Party Rights.* Nothing in these Terms is intended, nor will be deemed, to confer rights or remedies upon any third party.
- (c) *Merger.* These Terms (including those documents incorporated herein by reference), as amended from time to time, constitutes the entire agreement between you and us and supersede all prior agreements between you and us and may not be modified without our written consent.
- (d) *Waiver.* Our failure to enforce any provision of these Terms will not be construed as a waiver of any provision or right.
- (e) *Severability.* If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.
- (f) *Independent Investigation.* You acknowledge that you have read these Terms (including those documents incorporated herein by reference) and agree to its terms and conditions. You acknowledge that you have independently evaluated the desirability of entering into these Terms and are not relying on any representation, guarantee, or statement other than as set forth in these Terms. You acknowledge that you have the right to review these Terms with your attorney before you enter into it and that nothing herein and no statement by us or any person associated with us has in any way prevented or inhibited you in any way from seeking such advice before agreed to these Terms.
- (g) *Assignment.* These Terms are not assignable, transferable or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. We may resell, assign or transfer our rights and obligations under these Terms at any time without restriction and without notice to or consent from you.
- (h) *Notice.* You agree that we may provide you with notices by e-mail, regular mail, or postings to the Service. Notice is deemed to be received by you when it is sent by us. Except as explicitly stated otherwise, notices to us must be delivered by e-mail to [abuse@iservicesolution.com] and will be deemed to be received when actually received by us.
- (i) *Force Majeure.* Neither party shall be held responsible for reasonable delay or failure in performance of any obligation pursuant to these Terms caused by acts of God (or natural disasters), terrorism, strikes, embargoes, fires, war or other causes beyond the affected party's reasonable control.
- (j) *Construction.* The section titles in these Terms are for convenience only and have no legal or contractual effect. As used in these Terms, the term "including" is illustrative and not limitative.