



## Web Hosting Terms of Service

### 1. ACCEPTANCE OF TERMS OF SERVICE

1. As a precondition and requirement to use the web services available via Procure Software, you, for yourself and for the company or other person(s), if any, you represent ("Customer" or "Customers", as applicable), hereby accept and agree to be legally bound by these Terms of Service ("Terms"). These Terms are effective immediately between the Customer and Procure Software, Inc ("Procure Software"). Each Customer is subject to these Terms, and by using Procure Software's web services, network and/or systems (collectively the "Services"), Customer agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Customer.
2. Customer represents and warrants that, if an individual, Customer is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Customer is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Customer represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 13 of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from Procure Software. Further, Customer represents and warrants all information provided by Customer to Procure Software has been and is complete, accurate, and current, and that Customer shall continue to provide complete, accurate and current information to Procure Software in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information.
3. Procure Software intends to provide the best possible web hosting service to each of its Customers. Procure Software is also dedicated to staying abreast of new and available technologies that will better serve our Customers. However, due to changing technologies, changing laws and the individual and collective needs of our Customers, Procure Software reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.
4. Customers may view the most current version of these Terms on Procure's website. Any use of the Services by Customer, after changes, modifications, additions or deletions to these Terms are posted on the Procure Software website, shall constitute Customer's acceptance of all such changes, additions, modifications or deletions. If a Customer does not agree to any such alterations to these Terms, the Customer's sole and exclusive remedy is to cancel the Customer's account as set forth in Paragraph 3 below.
5. Notwithstanding Procure Software's right to alter these Terms without prior notice, Procure Software may, within its sole discretion and as a courtesy to all affected Customers, make an effort to provide Customers with 7 days advanced notice of any alteration of these Terms if it appears to Procure Software, in its sole discretion, that said alteration may materially and adversely impact said Customer's use of the Services.

6. If Customer is registering a new domain name with Procure Software, or using or transferring a previously registered domain name in conjunction with Customer's use of the Services, Customer hereby acknowledges and agrees that Customer's use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN") and the Domain Registration Agreement located at <http://api.fastdomain.com/terms.html>.
2. TERM - PAYMENT - RENEWAL OF ACCOUNT & OF DOMAIN
1. Term of Service. The term of Customer's subscription to the Services commences upon Customer's acceptance of these Terms and terminates as set forth in Paragraphs 2.4 and 3.1. The Term of Service shall be Month-to-Month unless Customer and Procure Software agree to other Terms in writing.
  2. Payment. Customer agrees to pay all applicable fees for Services in effect at the time of registration and/or renewal. Customer agrees to pay for services in advance of services rendered (pre-pay) on a month-to-month basis or pre-pay on an annual basis. Method of payment for month-to-month shall be by credit card only. Customers pre-paying on an annual basis have the option to pay by credit card or purchase order.
  3. Automatic Renewal of Account and/or Domain. As a courtesy and not as an obligation (contractual or otherwise), fourteen (14) days prior to the expiration of Customer's hosting account, Procure Software will automatically renew Customer's hosting account, for the same duration initially selected, at the then-current, non-promotional rate, by charging the applicable fee to Customer's current method of payment on file. Likewise, as a courtesy and not as an obligation (contractual or otherwise), fourteen (14) days prior to the expiration of Customer's domain, if registered with Procure Software, or if transferred to and registered with Procure Software, Procure Software will automatically renew Customer's domain, for the same duration initially selected, at the then-current, non-promotional rate, by charging the applicable fee to Customer's current method of payment on file. Customer acknowledges and confirms that the obligation to renew her/his/its account or domain is solely and exclusively the responsibility of the Customer, and is not the obligation (contractual or otherwise) of Procure Software. While consenting to Procure Software's performance of said courtesy, Customer hereby releases Procure Software from all liability for its failure for any reason to renew said account or said domain. Customer acknowledges that there may be many reasons why Procure Software is unable to renew said account or domain, including but not limited to inability of Procure Software, for any reason, to bill said renewal to Customer's credit card, to contact or otherwise get response from Customer at last known email address, or otherwise. Customer acknowledges that said account and/or domain, if not renewed, for whatever reason, will expire on the account or domain expiration date, as applicable. In the event that a domain expires, Procure Software will hold the expired domain for up to 30 days as a courtesy and not as an obligation (contractual or otherwise). 30 days after expiration, the domain will fall into Redemption. During the Redemption period the domain will be inaccessible and unable to be registered elsewhere. In order to bring a domain out of Redemption Customer must pay a Redemption fee, as well as a renewal fee for the current year. Domain registration vouchers cannot be applied toward the cost of Redemption. If the domain is not redeemed within 74 days of expiration, it will be set to Pending Delete status by the domain registry. After the Pending Delete status expires, the domain will be released for registration. During the Pending Delete period, the domain will be inaccessible and unrecoverable.
  4. Cancellation of Automatic Renewal of Account or Domain. To cancel Automatic Account Renewal or Automatic Domain Renewal, Customer must notify Procure Software of Customer's intent to cancel at least fourteen (14) days prior to the account or domain expiration date, by directing Automatic Account Renewal Cancellation Notification and/or Automatic Domain Renewal Cancellation Notification to Procure Software, as applicable, by sending same via email to [webteam@procaresoftware.com](mailto:webteam@procaresoftware.com). Procure Software agrees that on receipt of Automatic Account Renewal Cancellation Notification and/or Automatic Domain Renewal

Cancellation Notification under the conditions stated above, no additional charges will be billed to Customer, and Customer's hosting account and/or domain, as applicable, shall expire on the account expiration date.

5. Authority. In the event Customer is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing Procure Software Services on behalf of Customer hereby certifies that he/she has the authority to and does hereby bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with Customer's acceptance of all other Terms set forth herein.
3. CANCELLATION OF SERVICES - REFUND POLICY
    1. Cancellations and Refunds. Procure Software provides Refunds for Hosted Customers, subject to the following terms and conditions:
      1. Month-to-Month: Customers electing to pay for Services on a Month-to-Month basis will not have any portion of their pre-paid monthly fees refunded. Procure Software will not bill or invoice Customer for future months provided customer has canceled its Services in accordance with the Terms and Conditions contained herein.
      2. Annual Pre-Pay: Customers pre-paying on an annual basis as described in 2.2, shall be entitled to a non-prorated refund beginning on the first full month of non-service. Customer shall not be entitled, nor Procure Software obligated, to refund Customer for Services in a given month that were either rendered or otherwise made available by Procure Software but not utilized by Customer.
      3. Nonrefundable Fees: Fees paid by Customer in connection with the purchase of SSL certificates, domain privacy, and domain names are nonrefundable.
      4. Notice of Cancellation: Customer must direct all cancellation requests to Procure Software via email sent to [webteam@procaresoftware.com](mailto:webteam@procaresoftware.com).
    2. Chargebacks and Reversals. In the event Customer issues a chargeback or reversal of charges without first following the above cancellation procedures, the Customer will be responsible for a \$50.00 billing service fee.
  4. PROPRIETARY RIGHTS

These Terms do not give Customer any rights in Procure Software intellectual property or technology. Procure Software and related trademarks and logos are the exclusive property of Procure Software. Procure Software and Customer agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar Procure Software from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.
  5. SECURITY AND OWNERSHIP
    1. Site Security. Procure Software uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Customer's obligation to maintain and control passwords to Customer's web site(s), and Customer exclusively is responsible for all activities that occur in connection with Customer's user name, password, registered domain name(s); as well as any and all scripts or programs added to the account by the Customer or authorized users. Customer agrees to immediately notify Procure Software of any unauthorized uses of the Service or any other breaches of security. Procure Software will not be liable for any loss or damages of any kind, under any legal theory, caused by Customer's failure to comply with the foregoing security obligations or caused by any person to whom Customer grants access to Customer's Services.
    2. Access and Control Policy. When a new account or domain, as applicable, is registered with or transferred to Procure Software, the process requires and results in the creation of the following within the records of Procure Software, in association with said new account or domain: i) Name of person registering; ii) email address; iii) user name; iv) password; and, v) associated payment information, such as Visa, MasterCard, etc., Credit Card Number & name thereon, etc.

1. If a person contacts Procure Software and claims that she or he is entitled to access to an account, website, or domain registered with Procure Software but is without access (for any reason such as but not limited to forgotten password or forgotten user name, data loss or corruption on personal computer, improperly locked out, and so forth), Procure Software will give access to the person who acceptably evidences she or he has substantially all of: i) name of the person who originally registered or last paid for said account; ii) email address of the person who originally registered or last paid for said account; iii) the user name of the person who originally registered or last paid for said account, if possible; iv) the associated payment information of the person who registered or last paid for said account, such as Visa, MasterCard, etc., Credit Card Number & name thereon, etc. (mandatory); and, v) a photo identification evidencing she or he is the rightful possessor and user of said credit card or original payment medium or the one which was last used to pay for said account (mandatory).  
Otherwise, Procure Software will not give access and control to a claimant unless Procure Software is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring Procure Software to give such access and control to said claimant or unless there is submitted to Procure Software at [webteam@procaresoftware.com](mailto:webteam@procaresoftware.com) a written statement duly signed by the person who originally registered said account, and in which said originally registering person confirms that said claimant is entitled to access and control of the account, website and/or domain and has read and agreed to these Terms of Service. Customer acknowledges and accepts that the foregoing access and control policies and procedures are the only way that notice(s) can be given and changes can be effected regarding said access and/or control; and, further, that any other changes made directly by Customer or by others within the online records of Procure Software shall not be deemed effective to give notice to Procure Software of any changes in said access or control.
2. Customer acknowledges and accepts said access and control policy and procedure, agrees not to bring any claim in the form of a lawsuit or otherwise against Procure Software arising out of its following said policy and procedure, agrees immediately to dismiss any claim so brought, and hereby releases Procure Software from all liability and all claims for damages or any other liability whatsoever that may arise out of Procure Software's said policy and procedure.
3. License to Procure Software. Procure Software claims no ownership interest in the content of Customer's web site(s). By submitting content and data to Procure Software, Customer grants to Procure Software, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Customer's copyrights and other rights, if any, in all material and content displayed in Customer's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on Procure Software's servers during the term of these Terms. Customer also authorizes the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Customer's cancellation of the Services as set forth in Paragraphs 2.01 and 3.0.
4. Transfer of Ownership. Procure Software is not responsible to determine ownership of websites hosted by, accounts opened with, or domains registered with Procure Software. By accessing Procure Software's system, registering, or using any of the services provided by Procure Software, the Customer, or any other person so accessing, registering or using, hereby represents and warrants that the information provided in connection with said registration, including as well information concerning ownership of websites, domains, and accounts, is true, accurate, and complete in each material detail. Any disputes arising regarding the ownership of

any account, website, or domain hosted by, opened with, or registered with Procure Software are subject to the terms and conditions of Section 5.5 of these Terms.

1. Procure Software will recognize a change of ownership of account(s) with, of websites hosted by, and/or of domains registered with Procure Software only in the event that at least one of the following occur: i) there is received by the [webteam@procaresoftware.com](mailto:webteam@procaresoftware.com) a written statement (in a form acceptable to Procure Software or applicable affiliate) containing the signature of the original owner of the account, website, and/or domain, as applicable, confirming that ownership of the website, domain, and/or account, as applicable, has been transferred to a person (claimant) claiming to own said website, domain and/or account, as applicable, along with a written statement containing the signature of the claimant confirming that she or he has acquired said ownership, has read and agrees to be bound by these Terms of Service; or, ii) Procure Software is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned Names and Numbers (.ICANN.), requiring Procure Software (or affiliate) to transfer such ownership to said claimant.
2. Customer acknowledges and accepts that the foregoing policies and procedures regarding transfer of ownership are the only way that notice(s) can be given and changes can be effected regarding said transfer of ownership within Procure Software; and, further, that any other changes made directly by Customer or by others within the online records of Procure Software shall not be deemed effective to give notice to Procure Software of any changes in said ownership.
5. Disputing Site or Account Ownership. Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site hosted by Procure Software or in an associated Procure Software account. Procure Software is not obligated to resolve any such disputes. If multiple persons are claiming ownership of or rights in a site hosted by Procure Software or in an associated Procure Software account, and, in Procure Software's sole judgment, there is not certainty as to the ownership of or rights in said site or account, then Procure Software will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves Procure Software of all liability or obligations concerning the dispute. If the disputing persons fail so to resolve the dispute within what Procure Software, in its sole judgment, deems to be a reasonable time, then Procure Software, at its option and without any obligation to do so, may, in accordance with and subject to the laws of the State of Oregon, file an interpleader action in a court of competent jurisdiction within the State of Oregon for the purpose of allowing the contending persons to resolve said dispute and to reach certainty regarding ownership of or rights in said site and/or account. The person or persons conclusively and finally determined by the interpleader action to be the rightful owner(s) or interest holder(s) of said site and/or associated account shall be obligated to reimburse Procure Software for all of its expenses relative to said interpleader action including without limit all its court costs and reasonable attorney fees. All amounts owed to Procure Software under this section shall be deemed due and payable immediately upon thirty (30) days after judgment or settlement is reached in said interpleader action. Failure of the rightful owner of said site and/or associated account to cause Procure Software to be timely paid in full all of said amounts shall be deemed a breach of these Terms, shall subject the account to immediate termination, and shall entitle Procure Software to a judgment against said rightful owner for all costs and all of Procure Software's expenses relative to said interpleader action including without limit all of Procure Software's court costs and reasonable attorney fees. No rights enumerated in this section shall in any way diminish any other rights of Procure Software enumerated in any other section of these Terms or otherwise available to Procure Software at law or in equity.

## 6. PRIVACY POLICY

1. **Commitment.** The Procure Software commitment to our Customers' privacy is set forth in this section. Except as required by law or as otherwise provided herein, Procure Software will take commercially reasonable steps to ensure your right to privacy. Procure Software is committed to developing long lasting relationships that are built on trust and will never intentionally violate that trust.
2. **Encryption.** When Customer orders from Procure Software, Personal Data Transmissions are encrypted. When Customer orders from Procure Software, all of Customer's personal information is protected. Procure Software uses Secure Sockets Layer (SSL), the industry standard, for encrypting all personal information, including name, address and credit card numbers.
3. **Confidentiality.** With the exception of trusted business affiliates and/or associates who work on behalf of or in connection with Procure Software, subject to specific confidentiality agreements, Procure Software will not provide or sell to any third party your personal information and will keep all Customer information confidential, subject to the following:
  1. Upon registration, certain Customer information is transferred to WHOIS (domain registration information), to our own registrar, ProcureDomains.com and to Starfield Tech (SSL cert. creation).
  2. Procure Software will respond to subpoenas, court orders, or other legal process, and will utilize Customer information as necessary to establish or exercise Procure Software's legal rights or defend against legal claims.
  3. Procure Software will share information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations or suspected violations of these Terms, or as otherwise required by law.
  4. Procure Software may transfer information about Customers if Procure Software is acquired by or merged with another company, in which event Procure Software will notify Customer.

## 7. USAGE POLICIES AND DEFINITIONS

1. Procure Software's service is a shared hosting service, which means that multiple Customer web sites are hosted from the same server and share server resources. Procure Software's service is designed to meet the typical needs of small business and home business website Customers in the United States. It is NOT intended to support the sustained demand of large enterprises, internationally based businesses, or non-typical applications better suited to a dedicated server.

Procure Software will make every commercially reasonable effort to provide additional resources to Customers who are using their website(s) consistent with these Terms, including moving Customers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Customers, Procure Software does place automated safeguards to protect against any one site growing too quickly and adversely impacting the system until Procure Software can evaluate said sites resource needs.
2. **Hosting Space.** Procure Software sets limits on the amount of disk space a Customer can use for the Customer's website, Procure Software charges additional fees based on an increased amount of storage used. Procure posts the fee structure for Web Hosting services at <http://www.procaresoftware.com/Products-Services/Web-design/Web-Site-Design.aspx> Please note, however, that the Procure Software service is designed to host websites. Procure Software does NOT provide space for online storage, backups, or archiving of electronic files, documents, log files, etc., and any such prohibited use of the Services will result in the termination of Customer's account, with or without notice. Accounts with excessive number of files negatively affect the performance of the server and Procure Software may request that the number of files be reduced to ensure proper performance.

3. Unlimited File Transfer. Procure Software does not set arbitrary limits on the amount of visitor traffic a web site can receive or on the amount of content a Customer can upload to his/her/its website in a given month, nor does Procure Software charge additional fees based on increased use of bandwidth, as long as the Customer's use of the Services complies with these Terms. In most cases, a Customer's web site will be able to support as much traffic as the Customer can legitimately acquire. However, Procure Software reserves the right to limit processor time, bandwidth, or processes, memory, or number of files in cases where it is necessary to prevent negatively impacting other Customers.
  4. Unlimited Domain Hosting. Procure Software does not set arbitrary limits on the number of domain names a Customer can associate with the Customer's web hosting account.
8. PROHIBITED USES
1. Breach of Terms and Account Termination. The uses of Procure Software Services set forth in this section 9 herein below are prohibited. The engaging in any prohibited use as set forth herein by Customer or by any affiliate or Customer of Customer (as determined in the sole discretion of Procure Software) constitutes a material breach of these Terms and will subject Customer's account to immediate termination without notice.
  2. Spamming. Spamming, whether or not it overloads the Services or disrupts service to Procure Software's Customers, is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an open SMTP policy, or sending to any mailing list that is not double opt-in. Procure Software requires that all email messages contain an automated opt-out. We do not allow purchased lists. Procure Software's Customers are required to follow all rules in the Can Spam Act (<http://www.ftc.gov/bcp/edu/pubs/business/e-commerce/bus61.shtm>) as well as our company spam rules. Procure Software reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Irrespective of whether an email campaign constitutes Spamming as defined herein, Procure Software allows a MAXIMUM of 500 emails per hour to be sent from any individual hosting account.
  3. Prohibited Offerings. No Customer may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
  4. Profanity. Profanity or profane subject matter in the site content and in the domain name are prohibited.
  5. Private Information and Images. Customers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
  6. Violations of Intellectual Property Rights. Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Procure Software is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below).
  7. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
  8. Viruses and Other Destructive Activities. Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference

with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

9. Hacking. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
10. Anonymous Proxies. Procure Software does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
11. Export Control Violations. The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Customer may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law.
12. Child Pornography. The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Procure Software is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.
13. Other Illegal Activities. The use of the Services to engage in any activity that is determined by Procure Software, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. Procure Software will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.
14. Obscene, Defamatory, Abusive or Threatening Language. Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.
15. Backup Storage. Procure Software offers its Services to host web sites, not to store data. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of hosting services without prior notice.
16. Other Activities. Engaging in any activity that, in Procure Software's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Procure Software's business, operations, reputation, goodwill, Customers and/or Customer relations, or the ability of Procure Software's Customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Customer to cooperate with Procure Software in correcting or preventing violations of these Terms by, or that result from the activity of, a Customer, patron, customer, invitee, visitor, or guest of the Customer constitutes a violation of these Terms by Customer.

#### 9. COPYRIGHT NOTICE INFRINGEMENT INFORMATION

In accordance with the Digital Millennium Copyright Act, Procure Software has adopted a policy that provides for termination of websites hosted by Procure Software that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted by Procure Software or a Procure Software subsidiary, and the copyright holder wants Procure Software to remove the website or disable the material in question, Procure Software will remove the website or disable the material if the copyright holder provides us with all of the following information.

1. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in

the case of claimed infringement of multiple copyrighted works, a representative list of such works.

2. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.
3. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.
4. A statement that the person giving the notification has 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.
5. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

#### 10. GENERAL

1. **Promotional Pricing.** Procure Software may periodically offer "free" or discounted services or credits in connection with a promotional offer, including, without limitation, free domain name registration. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Customer downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply, Customer will forfeit any unused free credits offered under the promotional package and Procure Software will charge Customer the prevailing fees for any free credits redeemed by Customer under the promotional package.
2. **Backups.** For its own operational efficiencies and purposes, Procure Software from time to time backs up data on its servers, but is under no obligation or duty to Customer to do so under these Terms. **IT IS SOLELY CUSTOMER'S DUTY AND RESPONSIBILITY TO BACKUP CUSTOMER'S FILES AND DATA ON PROCARE SOFTWARE SERVERS, AND** under no circumstance will Procure Software be liable to anyone **FOR DAMAGES OF ANY KIND** under any legal theory for loss of Customer files and/or data on any Procure Software server. Procure Software will not attempt to back up accounts that exceed **50,000 files or 30 Gigs of space for any reason.**
3. **Monitoring and Disclosures.** All activities occurring on, in, and/or via the Services or any website hosted by Procure Software may be monitored, recorded, and examined by any authorized person, including as well law enforcement. In general, Procure Software does not monitor its Customers' websites or activities to determine whether they are in compliance with these Terms. However, when and if Procure Software becomes aware of any violation of these Terms, Procure Software may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via Procure Software, and/or removing non-complying information. In addition, Procure Software may take any lawful action against a Customer or a Customer, patron, customer, invitee, visitor, or guest of such Customer because of the activities of such Customer, patron, customer, invitee, visitor, or guest. Procure Software reserves the right to take any such action even though such action may affect other Customers, patrons, customers, invitees, visitors, or guests of the Customer. Procure Software may disclose any information in its possession, including, without limitation, information about Customers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect Procure Software or others from harm, and/or to ensure the proper operation of the Services. Procure Software has no obligation to notify any person, including the Customer about whom information is sought, that Procure Software has provided the information.

4. Accurate Account Information. Customer must continually update and keep accurate and current Customer's contact information stored and saved on Procure Software in order to avoid termination of Customer's Procure Software account(s).
5. Duty to Notify Procure Software of Breach. If Customer discovers anyone on the Procure Software system violating any of these Terms or notices anything suspicious from the Procure Software network, Customer agrees to report the violation or suspicious activity to [webteam@procaresoftware.com](mailto:webteam@procaresoftware.com) for investigation. Procure Software reserves the right to and will immediately terminate any account which Procure Software concludes to be in violation of any of these Terms.
6. Reservation of Rights. Procure Software reserves the right to refuse or to cancel service to any prospective Customer or existing Customer for any lawful reason at any time during Customer's hosting term with Procure Software.
7. Severability. These Terms are binding upon Procure Software, all existing and prospective Customers, and upon the assigns, heirs, and successors of each. If any provision of these Terms is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of these Terms shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining Terms are then otherwise consistent with the original intent of the Terms of Service.
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