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# Privacy Policy

LAST UPDATED: April 26, 2020

ColoCrossing prides itself on protecting your privacy and supporting a safe online experience. This Privacy Policy outlines the information we collect and how we use it. ColoCrossing is governed by the Personal Information Protection and Electronic Documents Act, the EU General Data Protection Regulation (GDPR), and any other relevant data protection regulations that may apply in the regions we operate in. By using the ColoCrossing website, you consent to the data practices described in this Privacy Policy.

## What this Privacy Policy covers

This policy covers the information ColoCrossing collects and how we use it. It also outlines the steps ColoCrossing takes to protect that information, how to contact us, and how we comply with relevant data protection regulations such as the GDPR.

Under the GDPR, ColoCrossing is a data controller for the information we collect from you. In certain cases, we are also a data processor for data collected by our clients; for more information on client-collected data, please see “Information collected by our customers” below.

## What information we collect

We collect information from you in order to deliver services that you purchase and to monitor and improve the customer experience on our website. The data collected may include your name, email address, postal address, telephone number(s), billing information such as credit card numbers, and answers to security questions that help us to verify your identity and secure your account. It may also include marketing preferences, survey and contest responses, and information you provide through online chats, telephone calls, and support tickets with us. ColoCrossing services are intended for business use, and ColoCrossing does not knowingly market to or collect personal information from people under the age of 18.

ColoCrossing services are intended for business use, and ColoCrossing does not knowingly market to or collect personal information from people under the age of 18.

## How we collect information

ColoCrossing collects personally identifiable information in a variety of ways, including but not limited to: online order forms, online chats, telephone calls, market research surveys, and customer support tickets.

Certain information about your computer hardware and software may also be automatically collected through tools such as Google Analytics. This information can include your IP address, browser type, domain names, access times, and referring website addresses.

ColoCrossing may also collect information from third parties as required in order to provide you with products and services.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through ColoCrossing's blog or social media pages, this information may be collected and used by others.

## **How we use your information**

### *Provision of Services*

ColoCrossing collects and uses your personal information to operate the ColoCrossing website, to deliver the services you have requested, and to inform you of other products or services available from ColoCrossing and its affiliates. This includes sharing your information with trusted third parties, as explained below. We DO NOT sell any of your personal information.

If you elect use a service that provides you the ability to import your personal contacts or related information (i.e. OnePlan Connect), ColoCrossing will not use this information for commercial purposes except to provide that service.

### *Third-Party Services*

ColoCrossing offers certain products and services in conjunction with or through trusted partners, sponsors, and affiliates ("Third-Party Services"). These services may be available for an additional fee, or they may be included for free or as a portion of a larger bundle of services. In order to properly set up these services (and, where needed, integrate them with any services you may have), we may need to share certain information you have provided to us with these Third-Party Services. For payments or other monetary transactions, ColoCrossing must share your personal information (specifically your billing information) with our payment processor. In all cases, we share only information that is required to set up and operate these services. Third-Parties are not permitted to use, keep, or share your data except for the specific services they have been contracted to provide.

### *Business Continuity*

Should ColoCrossing become part of a merger, acquisition, corporate reorganization, or any other change of control, your personal information will be included in ColoCrossing's sale of business assets. This means that it could be shared with ColoCrossing's new owners, or with a new business that ColoCrossing acquires. If this happens, ColoCrossing will make reasonable efforts to notify you and inform you of any choices you may have about the information you shared with us.

### *Web Analytics*

ColoCrossing keeps track of the websites and pages our customers visit within ColoCrossing in order to determine which ColoCrossing services are the most popular. This data is used to deliver customized content and advertising within ColoCrossing to customers whose behaviour indicates they are interested in a particular subject area. Data may also be used to determine the effectiveness of promotional campaigns and advertising.

### *Communications*

ColoCrossing may contact you regarding services you have purchased from us to deliver information, updates, notices of functionality changes, upcoming payments, and planned service maintenance.

We may also contact you with newsletters, announcements, and special offers we think you may find valuable. You can withdraw your consent to receive these communications at any time.

ColoCrossing may display targeted advertising to you. For more information, please see “How we use cookies” below.

### *Legal Disclosure*

ColoCrossing, its affiliates, trusted partners, and sponsors may be required to disclose or process any personal information we collect in order to comply with legal, regulatory, and law-enforcement requests (like court orders or for taxes), especially to protect ColoCrossing, our customers, or the public.

### *Domain Registration*

In order to register domain names, personal information collected during your purchase must be provided to the registrar responsible for processing your request, as per the registrar’s rules and the rules set out by the Internet Corporation for Assigned Names and Numbers (ICANN) and/or the relevant domain name registry.

This information goes into a searchable database (WHOIS). Access to WHOIS information may be limited but you can help protect yourself by opting out of displaying your personal information through the purchase of a Domain Privacy service (some domains are not eligible for this service).

### **Our legal basis for processing your information**

**Contract:** Your personal information is necessary for providing the services you requested. This includes payment and setting up the services, and also the assistance and support we provide to make sure your services are working properly.

**Consent:** From time to time ColoCrossing may send you announcements and special offers. You can withdraw your consent for these communications at any time by clicking the unsubscribe

link on any email you no longer wish to receive, or by contacting our Data Protection Officer by emailing us at [support@colocrossing.com](mailto:support@colocrossing.com).

**Legal Obligation:** ColoCrossing may be required to process any personal information we collect in order to comply with legal, regulatory, and law-enforcement requests.

### **Where we store your information**

The data we collect is stored primarily in Canada and is regulated by the Personal Information Protection and Electronic Documents Act (PIPEDA). Canada has been recognized by the EU as providing adequate data protection (as per article 45 of Regulation (EU) 2016/679), which allows personal information of EU residents to be freely transferred to Canada.

As ColoCrossing works with a number of US-based partners, we also transfer (in accordance with Article 45 of the GDPR) personal information to companies that have certified their compliance with the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks.

### **How we protect your information**

ColoCrossing secures the information we collect on servers in a controlled, secure environment. We maintain safeguards to protect against unauthorized access, use, modification, and disclosure of this data.

Where possible, ColoCrossing uses industry-standard SSL encryption when communicating your data. ColoCrossing also ensures that all customer websites have free access to SSL certificates from "Let's Encrypt."

However, no data transmission over the Internet or wireless network can be guaranteed 100% secure. While we strive to protect your personal information, there are security and privacy limitations of the Internet which are beyond our control. Information and data may be viewed or tampered with in transit by a third party, despite best efforts.

### **How we retain your information**

ColoCrossing will retain your personal information for as long as your ColoCrossing services are active. Once your last service has been cancelled, ColoCrossing will:

- Retain certain information stored directly on the hosting server for 40 days. Data stored by third-party services may be retained for shorter or longer periods depending on the service; please contact us for details on specific services.
- Retain certain information stored in other systems for up to 7 years for potential auditing purposes and to enable us to maintain accurate business, tax, and financial records.

ColoCrossing may retain personal information longer in order to comply with specific legal requests or obligations. When personal information is no longer required, we will ensure it is deleted.

### How we transfer your information

If you visit ColoCrossing or its websites from a country other than the country in which our servers are located, your communications with ColoCrossing may result in the transfer of information across international borders. This may also happen if you telephone us or start an online chat. In all cases, your information will be handled under the terms of this Privacy Policy.

### How to change your information

You may request access to review, update, and correct any inaccuracies in your personal information by contacting our Data Protection Officer by emailing us at [support@colocrossing.com](mailto:support@colocrossing.com). We may ask you to provide personal information in the form of answers to security questions in order to verify your request.

You can also access and update much of your personal information through the ColoCrossing Dashboard in the My Profile section. Please ensure you always keep your contact and billing information current with us.

You also have the right to request that we delete your personal data. We will honor the request to the extent possible under our legal and contractual obligations. Please keep in mind that deleting your data may stop your ColoCrossing services from working properly or at all.

### How we use cookies

ColoCrossing uses “cookies” to help personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize ColoCrossing pages, or register with a ColoCrossing site or service, a cookie helps ColoCrossing recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same ColoCrossing website, the information you previously provided can be retrieved, so you can easily use the ColoCrossing features that you customized.

Some cookies are necessary for ColoCrossing sites to work properly, such as the cookies which indicate you’ve successfully logged into your account. Some cookies, like the ones used by

Google Analytics, help us see how visitors use our sites. Others are used to customize your advertising experience. If you visit a ColoCrossing website with a browser that has cookies enabled, you are letting us know that you agree to us using cookies with your browser.

You can modify your browser settings to delete or block cookies. You will need to see the “Help” section of your browser for instructions on how to do this. You could also install plugins that block or manage cookies. If you do decide to limit your browser’s ability to use cookies, please remember that ColoCrossing sites may not function properly.

### **Information collected by our customers**

ColoCrossing customers may collect data from people who visit their sites, regardless of whether a purchase is made. ColoCrossing customers are responsible for ensuring they are complying with all legal and privacy regulations, including but not limited to the European GDPR.

ColoCrossing does not have a direct relationship with our customers’ visitors or users.

If you would like to make any requests regarding personal information that has been collected by a ColoCrossing customer, please contact them directly. This applies to any kind of request, whether to access, correct, amend, or delete information. If the customer asks ColoCrossing to remove any personal information we will respond within thirty (30) days.

### **Links to Third-Party Sites**

You may be able to access other websites that have links on ColoCrossing websites, where you can purchase products and services or register to receive materials or new product updates. In many of these cases, you will be asked to provide personal information such as your name, email address, or other contact information, or credit/billing information. If you complete an order or provide personal information to a website or service that is not provided by ColoCrossing, ColoCrossing has no control over the third party’s use of any personal information. ColoCrossing therefore has no responsibility or liability for the manner in which the organizations that operate such linked websites may collect, use, disclose, secure, or otherwise deal with your personal information. ColoCrossing provides these links to other websites as a convenience to you. Please exercise care when visiting linked websites, which will have separate and independent privacy policies.

### **Social Sign-in**

We provide you with the ability to log in to your account using social media services such as Facebook, Google+, or Twitter. If you choose to use this feature, the service you select will prompt you for your consent to share some personal information. We will store that information in order to give you access to your account.

If you no longer want to use social sign-in, you can disable it in the My Profile section of the ColoCrossing Dashboard.

### **Future changes to our Privacy Policy**

ColoCrossing reserves the right to modify this Privacy Policy at any time. Please check back regularly to make sure you are aware of any changes and to stay informed of how we are protecting your information.

### **How to contact us**

We welcome your comments regarding this Privacy Policy. If you believe we have not adhered to this Privacy Policy or you require any changes or access to your personal information, please contact our Data Protection Officer by emailing us at [support@colocrossing.com](mailto:support@colocrossing.com).

Alternatively, you can contact us in writing at:

ColoCrossing  
5063 North Service Road  
Suite 102  
Burlington, Ontario  
L7L 5H6

We will use commercially reasonable efforts to promptly determine and remedy the problem.

## CCPA Statement

ColoCrossing is a trusted custodian of sensitive data. We respect your privacy and are committed to protecting it.

The California Consumer Privacy Act (CCPA) went into effect on January 1, 2020. This landmark privacy law provides individuals residing in California (“consumers”) certain additional rights over their personal information that businesses collect.

ColoCrossing meets its compliance requirements under the CCPA. The Privacy Compliance team at ColoCrossing is responsible for CCPA compliance initiatives across the enterprise and collaborates with stakeholders across ColoCrossing in order to maintain and advance CCPA compliance.

### Your California Rights

If you are a California resident, you have certain rights related to your California Personal Information.

[You may exercise these rights free of charge except as otherwise permitted under applicable law.]

- **Section 100 Rights.** You have the right to request that we disclose to you the specific species of personal information we have collected.
- **Section 105 Rights.** You have the right to request that we delete California Personal Information about you which we have collected from you.
- **Section 110 Rights.** You may request that we disclose to you:
  - the categories of California Personal Information we have collected about you;
  - the categories of sources from which the California Personal Information is collected;
  - our business or commercial purpose for collecting or selling California Personal Information;
  - the categories of third parties with whom we share California Personal Information; and
  - the specific pieces of information we have collected about you.
- **Section 115 Rights.** To the extent that we sell your California Personal Information within the meaning of the California Consumer Privacy Act or disclose such information for a business purpose, you may request that we disclose to you:
  - the categories of California Personal Information that we have collected about you;
  - the categories of California Personal Information about you that we have sold within the meaning of the California Consumer Privacy Act and the categories of third parties to whom the California Personal Information was sold, by category or categories of personal information for each third party to whom the California personal information was sold; and
  - the categories of California Personal Information about you that we disclosed for a business purpose.
- **Right to Opt Out.** In addition, we may sell your information within the meaning of the California Consumer Privacy Act. You have the right to opt out of such sales here.

You may request to exercise these rights by:

- Emailing us at [support@colocrossing.com](mailto:support@colocrossing.com)
- Calling us toll-free at 1-800-518-9716

[As required or permitted under applicable law, please note that we may take steps to verify your identity before granting you access to information or acting on your request to exercise your rights. We may limit our response to your exercise of the above rights as permitted under applicable law.] Subject



to applicable law, we may not discriminate against you because of your exercise of any of the above rights, or any other rights under the California Consumer Privacy Act, including by:

- Denying you goods or services;
- Charging different prices or rates for goods or services, including through the use of discounts or other benefits or imposing penalties;
- Providing you a different level or quality of goods or services; or
- Suggesting that you will receive a different price or rate for goods or services or a different level or quality of goods or services.

If you are a California resident, the following provisions apply to our processing of information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household [subject to the California Consumer Privacy Act] (“California Personal Information”). For such residents, the provisions of this California Addendum prevail over any conflicting provisions of the Privacy Notice.

ColoCrossing has collected the following categories of California Personal Information within the last 12 months:

- A. Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver’s license number, passport number, or other similar identifiers.
- B. Personal information described in subdivision (e) of Section 1798.80 (California Customer Records statute). This means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- C. Characteristics of protected classifications under California or federal law.
- D. Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Biometric information.
- F. Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer’s interaction with an Internet Web site, application, or advertisement.
- G. Geolocation data.
- H. Audio, electronic, visual, thermal, olfactory, or similar information.
- I. Professional or employment-related information.
- J. Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).
- K. Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer’s preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Within the last 12 months, within the meaning of the California Consumer Privacy Act, we have sold California Personal Information identified in the above categories A-K.

Within the last 12 months, we have disclosed California Personal Information identified in the above categories A-K for our business purposes. To learn more about the categories of third parties with whom we share such information, please see Our [Privacy Policy](#).

We obtain California Personal Information from a variety of sources. [These sources include: yourself, with respect to both online and offline interactions you may have with us or our service providers; other entities with whom you transact; others with whom you maintain relationships who may deal with us on your behalf; the devices you use to access our websites, mobile applications, and online services; credit bureaus; identity verification and fraud prevention services; marketing and analytics providers; public databases; social media platforms; and others consistent with this Privacy Notice.] Please see Our [Privacy Policy](#).

We use the California Personal Information we collect for the business purposes disclosed within this Privacy Notice. Please see Our [Privacy Policy](#). Please note that the business purposes for which we may use your information include:

- Audits and reporting relating to particular transactions and interactions, including online interactions, you may have with us or others on our behalf;
- Detecting and protecting against security incidents, and malicious, deceptive, fraudulent or illegal activity, and prosecuting the same;
- Debugging to identify and repair errors in our systems;
- Short-term, transient use including contextual customization of ads;
- Providing services on our behalf or on behalf of another, including maintaining or servicing accounts, providing customer service, fulfilling transactions, verifying identity information, processing payments, and other services;
- Conducting internal research to develop and demonstrate technology; and
- Conducting activity to verify, enhance, and maintain the quality or safety of services or devices which we may own, control, or provide.

We may also use the information we collect for our own or our service providers' other operational purposes, purposes for which we provide you additional notice, or for purposes compatible with the context in which the California Personal Information was collected.

### **Do Not Sell My Personal Information**

If you are a California resident, you have the right to opt-out of our sales of certain information relating to individuals and households subject to the California Consumer Privacy Act. To exercise this opt-out right, whether you have an account or not, please email us at [support@colocrossing.com](mailto:support@colocrossing.com). If you do not have an account, include your name and email address or mailing address.

## Nevada Opt-Out Disclosure

### **You Have the Right Not to Have Your Personal Information Sold**

You have the right to request that we do not sell any of your personal information.

Personal information for this section means a natural person's first name or first initial and last name in combination with any one or more of the following data elements when the name and data elements are not encrypted: social security number, driver's license number, driver authorization card number, or identification card number. Account number, credit card number, or debit card number, in combination with any required security code, access code, or password that would permit access to the person's financial account. A medical identification number or a health insurance identification number. A username, unique identifier, or electronic mail address in combination with a password, access code, or security question and answer that would permit access to an online account.

If you wish to make this request, please email us at: [support@colocrossing.com](mailto:support@colocrossing.com) telling us that you do not want to have any of your personal information sold. Please include enough personal information so that we can reasonably verify your identification. We will respond to your request within 60 days after receiving it.

# "GDPR" General Data Protection Regulation

## **GDPR Statement and FAQs**

The General Data Protection Regulation (GDPR), is an important EU privacy law that impacts businesses around the world targeting their products and services towards EU customers— regardless of whether the businesses in question have an established presence in the EU. The GDPR regulates how organizations use and treat the personal data of individuals residing in the EU. Ultimately, the GDPR gives individuals residing in the EU (“data subjects”) certain additional rights over how their personal data is collected, processed, retained, and transferred.

The Privacy Compliance team at ColoCrossing is responsible for GDPR compliance initiatives across the GDPR impacted products/services and works on an on-going basis with a team of stakeholders across ColoCrossing to continue to assess and advance GDPR compliance. Some of the Frequently Asked Questions we have been receiving from our customers and business partners include the following:

### **ColoCrossing Personal Data**

Does ColoCrossing transfer personal data outside the European Union?

- In general, EU personal data is transferred outside the EU. ColoCrossing meets its GDPR data transfer obligations through intracompany data transfer agreements following model clauses; and in some circumstances, EU personal data remains in the EU either through a data center.

### **ColoCrossing Record Keeping**

Does ColoCrossing keep records of its data processing activities?

- ColoCrossing keeps records of its data processing activities and has completed data inventory audits and mapping of required services and products. As acquisitions occur, an analysis is conducted on any new acquisition and a plan is formed to meet GDPR requirements.

### **ColoCrossing Compliance with the GDPR**

Does ColoCrossing require Sub-Processors (Vendors) to comply with the GDPR?

- Sub-Processors processing EU personal data on behalf of ColoCrossing have been identified and are required to sign a GDPR-compliant Controller-Processor Terms Addendum.

### **ColoCrossing Customer Data**

Does ColoCrossing have the ability to delete customer data upon request?

- When ColoCrossing acts as a Data Processor (meaning, solely processing the data in connection with your directions), ColoCrossing abides by the direction provided from you, the Data Controller (meaning, the organization controlling the purpose and means of the data collection and processing) provided there are no legitimate interests requiring ColoCrossing to maintain the personal data.
- When ColoCrossing acts as a Data Controller, ColoCrossing deletes data in accordance with GDPR requirements provided there are no legitimate interests requiring ColoCrossing to maintain the personal data.
- It is important that all customers and business partners understand that the GDPR also places obligations directly upon them when they use our webhosting, email marketing, and logo services in connection with their businesses either located in the EU or directed at EU residents.
- Each customer and business partner are responsible for ensuring their own compliance with the GDPR, just as they are responsible for compliance with all the laws that apply to them today. Accordingly, you should seek appropriate legal guidance to understand your specific obligations under the GDPR.

Contact [support@colocrossing.com](mailto:support@colocrossing.com) with any questions.

**Additional Resources:**

[https://ec.europa.eu/justice/smedataprotect/index\\_en.htm](https://ec.europa.eu/justice/smedataprotect/index_en.htm)

# Cookies Policy

Effective Date: January 12, 2021

Please read this cookie policy carefully as it contains important information on who we are and how we use cookies on our website. This policy should be read together with our [Privacy Policy](#) which sets out how and why we collect, store, use and share personal information generally, as well as your rights in relation to your personal information and details of how to contact us and information about regulators if you have a complaint.

## Who we are

This website is operated by ColoCrossing and our goal is helping enterprises, small business and financial institutions deepen customer relationships through trusted, technology-enabled solutions. For more information about us see here <https://www.colocrossing.com>

## Our website

This cookie policy only relates to your use of our website.

On our website we may link to other websites owned and operated by certain trusted third parties to make additional products and services available to you. These other third-party websites may also use cookies or similar technologies in accordance with their own separate policies. For privacy information relating to these other third-party websites, please consult their policies as appropriate.

## Cookies

A cookie is a small text file which is placed onto your device (e.g. computer, smartphone or other electronic device) when you use our website. We use cookies on our website. These help us recognize you and your device and store some information about your preferences or past actions. For example, we may monitor how many times you visit the website, which pages you go to, traffic data, location data and the originating domain name of your internet service provider. This information helps us to build a profile of our users, improve your shopping experience, administer the site, track users' movements around the site, analyze trends and helps us improve site design. We do not store sensitive information in your cookies. Some of this data will be aggregated or statistical, which means that we will not be able to identify you individually.

If you chose to limit the use of cookies at the individual browser level or choose to disable cookies, it may limit your use of certain features or function on our website. For further information on our use of cookies, please see below.

For further information on cookies generally, including how to control and manage them, visit regulatory guidance on cookies such as [Online Tracking | FTC Consumer Information](#) by the U.S. Federal Trade Commission or guidance from [UK Information Commissioner's Office](#).

## Types of Cookies

The cookies we place on your device fall into the following categories:

- **Strictly necessary cookies:** these cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or

filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site will not then work. These cookies do not store any personally identifiable information.

- **Performance cookies:** these cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us to know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.
- **Targeting cookies:** these cookies may be set through our site by our advertising partners. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites. They do not store directly personal information, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising; and
- **Functional cookies:** these cookies enable the website to provide enhanced functionality and personalization. They may be set by us or by third party providers whose services we have added to our pages. If you do not allow these cookies, then some or all of these services may not function properly.

#### [Consent to use cookies and changing settings](#)

We will ask for your permission (consent) to place cookies or other similar technologies on your device, except where they are essential for us to provide you with a service that you have requested (e.g. to enable you to put items in your shopping basket and use our check-out process).

You can withdraw any consent to the use of cookies or manage any other cookie preferences by using our privacy preference center by clicking on “Cookie Settings” at the bottom of any page on our site. You can then select which types of cookies to allow by clicking on the sliding buttons next to each type of cookie. It may be necessary to refresh the page for the updated settings to take effect.

#### [Third party access to the cookies](#)

We also partner with third parties to provide you advertising based upon your browsing activities and interests. Our third-party partners may use cookies or similar technologies in order to provide such advertising.

#### [How to turn off all cookies and consequences of doing so](#)

If you do not want to accept any cookies, you may be able to change your browser settings so that cookies (including those which are essential to the services requested) are not accepted. If you do this, please be aware that you may lose some of the functionality of our website.

For further information about cookies and how to disable them please visit the guidance published by the regulator in your jurisdiction, such as [Online Tracking | FTC Consumer Information](#) by the U.S. Federal Trade Commission or guidance from [UK Information Commissioner's Office](#).

#### [How to contact us](#)

If you have questions or comments about this policy or any information we may hold about you, you may contact us by email or post here:

ColoCrossing Attn: Senior Privacy Officer  
5063 North Service Road  
Suite 102  
Burlington, ON L7L 5H6 Canada

mail: support@colocrossing.com

[Changes to this policy](#)

This policy was published on July 10, 2023 and last updated on July 6, 2023.

We may update this cookie policy from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this cookies policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this cookies policy frequently.



## Civil Subpoena Policy

1. **Disclosure of Customer Information:** ColoCrossing's Privacy Policy forbids the disclosure of customer account and personal information except in limited circumstances, including:

- (a) with express permission from the customer;
- (b) when required or permitted by law; and
- (c) to comply with legal process properly served on ColoCrossing or one of its affiliates by court order and/or law enforcement.

2. **Request Notice:** If you seek the identity or information related to a ColoCrossing customer in connection with a civil legal matter, you must fax, mail, or serve ColoCrossing with a valid subpoena or court order. Please send your request to:

Mailing Address:

ColoCrossing  
Attention: Legal Department  
5063 North Service Road  
Suite 102  
Burlington, ON L7L 5H6 Canada

Fax: 1-905-319-9373

Please **do not** send these requests by email. We will confirm via email, fax, telephone or mail the acceptance of this information and will respond in due process.

3. **Fees:** ColoCrossing is entitled to get reimbursed for professional services associated with complying with the civil process and will invoice the person or entity submitting the civil subpoena, court order or any request for information pertaining to the compliance of this request. Payment must be made within thirty (30) days from the receipt of the ColoCrossing invoice. Instructions for payment will be provided on the invoice. The fee structure is as follows (all prices are in U.S. dollars and applicable taxes will be charged in addition to the fees below): Research or Discovery: \$100/hour

Federal Express or Courier Service: Billed at cost

Copies: \$0.50 per page

Disks or storage devices: \$25 per unit

4. **Notice to Customer and Response Time:** Upon receipt of a valid civil subpoena or court order, ColoCrossing will promptly notify the customer whose information is sought via email or mail, where permitted by law, to allow for a customer response.

5. **Email Policies:** ColoCrossing will not produce the content of an individual email address or email content, unless under direct court order or in limited circumstances. Please be advised that ColoCrossing email servers do not retain deleted or sent email. ColoCrossing reserves the right to request a copy of the complaint and any supporting documentation that demonstrates how the ColoCrossing email address is related to pending litigation or underlying subpoena.

# Universal Terms of Use

## 1. Acceptance of Terms

Please read these Universal Terms of Use (“TOU”) carefully as they govern your access and use of this website (“Site”) and the products and services provided herein (“Products” and/or “Services”). These TOU are in addition to (not in lieu of) any specific terms and policies that apply to the Products or Services you purchase or access through the Site, which terms and policies are incorporated herein by reference. The TOU and specific terms and policies referenced herein are collectively the “Agreement”. As used herein, “ColoCrossing”, “we”, “us”, “our” or “ours” refers to ColoCrossing and its affiliates. “Customer”, “Account Holder”, “you”, “your” or “yours” refers to the customer accessing this Site and purchasing and using the Products or Services together with any company or other business entity you are representing, if any.

We reserve the right to make changes to the Site, the Products or Services and these TOU at any time without prior notice to you. You should therefore review these TOU each time you access this Site to keep apprised of these changes. ***If you do not agree to the changes implemented by ColoCrossing, your sole and exclusive remedy is to terminate your relationship with us as a customer of the Products or Services. Unless explicitly stated otherwise, any new features or products that change, augment or enhance ColoCrossing’s Products or Services offerings will be subject to this Agreement.***

## 2. Use of the Site

You are granted permission to access and use this Site and its Content (as defined below) for the sole purpose of preparing, evaluating, and purchasing ColoCrossing’s Products and Services through the Site. No other download, retention, use, publication, or distribution of any portion of the Content is allowed.

ColoCrossing assumes no liability or responsibility for any inaccuracies, errors or omissions in any Content. ColoCrossing also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Site or your downloading any materials, data text or images from the Site.

You agree to use this Site and our Products and Services in a responsible manner that is in compliance with these TOU and your local laws and regulations, including export and import regulations. If you are located in the European Union “EU” or are using the personal data of European Union data subjects in connection with your use of our Products and Services, you agree to the terms of our [Data Processing Addendum](#) and [Privacy Policy](#).

By accessing, using and placing orders on the Site, using any of our Products or Services and/or electronically accepting any of our Agreements, you represent and warrant that you are at least 18 years of age and/or are otherwise recognized as being able to form legally binding contracts under applicable law, If you are agreeing to these TOU or any of our other Service Agreements on behalf of a corporate entity, you represent and warrant that you have the legal authority to similarly bind such corporate entity.

By accessing, using and placing orders on the Site, you warrant that you have all necessary permission, right and authority to do so and you authorize ColoCrossing to produce the Products you order. You also agree to be bound by these TOU, our [Privacy Policy](#) and to any additional related policies, guidelines, restrictions or rules that may be posted from time to time. All such additional posted guidelines, restrictions, or rules are incorporated herein by reference.

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except as required by law and our [Privacy Policy](#). Anything you transmit or post may be used by us or our affiliates for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, we are free to use, without limitation or restriction, any ideas, concepts, know-how or techniques contained in any communication you send to or through the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing Products and Services using such information.

### **Site Pricing**

ColoCrossing strives to keep our Site up to date; however, occasional fluctuation in market conditions may change the price of a product. Our goal is to honor the pricing shown on the Site, however, we reserve the right to change published prices of product offered on our Site at any time. If a published Site price is incorrect on an item you have quoted or ordered, we will contact you immediately with the most updated price or help you choose a different item that is within your budget.

### **Site Images**

ColoCrossing makes every effort to provide clear and color-correct product images on our Site that best reflect the true nature of the products. However, website images are inherently limited in their ability to accurately show color, scale, and detail. Please be careful about making assumptions about products from the Site image alone.

### **3. Your Account, Password and Security**

In order to transact a purchase on the Site you must first complete our registration process where you will provide us with your billing and contact information (“Your Account”). You agree to provide and maintain accurate, current and complete Your Account information about you, and any entity on whose behalf you order Products or Services.

You are responsible for maintaining the confidentiality of Your Account and are responsible for all activities that occur and orders that are placed under Your Account. You will immediately notify us of any unauthorized use of Your Account or any other breach of security, and ensure that you exit from Your Account at the end of each session. We may suspend or terminate Your Account upon notice to you in the event that we reasonably determine that Your Account has been involved in a violation of this Agreement. You will cooperate with us with respect to investigations by us of any suspected or alleged violation of this Agreement and any action undertaken by us to enforce this Agreement. You will be liable for the losses incurred by us or others due to any unauthorized use of Your Account. ColoCrossing will not be liable for any loss or damage arising from your failure to comply with this section.

### **4. Notice**

We may provide communications and notices to you by means of a general notice on the Site or by email to the address on record in Your Account or by written communication sent by first class mail or prepaid post to your address on record. Such notice shall be deemed effective within forty-eight (48) hours of transmission by mail or within twelve (12) hours of transmission by email or by notice on the Site. You may withdraw your consent to receive electronic communications, however doing so may also require that you discontinue your use of the Services. You may provide notice to us by sending an e-mail to [EMAIL] or by sending a written notice by first class mail or prepaid post to: Attention: Customer Service, 5063 North Service Road Suite 102 Burlington, ON L7L 5H6 Canada. Such notice shall be deemed effective when received by us.

## **5. Third Party Information and Links to Other Websites**

The Site and/or the Products or Services may contain products, services, content, information and links to and from third party providers (such as advertisers and affiliates) and their websites ("Third Party Information"). You may be subject to additional and/or different terms, conditions, and privacy policies when using or accessing Third Party Information. ColoCrossing is not responsible for, disclaims all liability for and makes no representations or warranties for Third Party Information. Although we do not have an obligation to do so, we reserve the right to pre-screen Third Party Information.

## **6. Intellectual Property**

You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided herein without our prior written permission. Except as noted otherwise in the text of the Site, the trademarks, logos, service marks, text, images and all other copyrightable materials displayed on the Site and available for use with the Products or Services constitute intellectual property owned by ColoCrossing or which ColoCrossing has the right to use on the Site (the "Content"). Nothing herein grants you any license or right, by implication, estoppel or otherwise, to use any Content without our prior written permission. Unauthorized use of the Content or any other content on the Site is strictly prohibited. You acknowledge that Content is being provided merely as a convenience and accommodation to you on an "AS IS" basis without warranty of any kind.

## **7. Terms Applicable to Digital Content**

Some of our Products may contain, and some of our Services may provide you with, images, photographs, templates, animations, video, audio, music, text, supplemental software, "applets," and "online" or electronic documentation (together called the "Digital Content"). You may use, modify and publish the Digital Content in accordance with these terms. The copyright and all other intellectual property rights to the Digital Content shall remain with us or our licensors and you acknowledge that Digital Content may be used by other ColoCrossing customers. If we notify you that certain components of the Digital Content may no longer be used (for whatever reason), then such components cannot be used as part of a website design or template layout, nor can they be used in any other larger work. If you receive such notification, you agree to cease using and destroy all copies of those components of the Digital Content identified by us in your possession or control.

**Permitted Uses.** During the Term, you may incorporate Digital Content into your own original work and publish your work in a website provided that the Digital Content is not able to be downloaded or saved by others.

**Unauthorized Uses.** You may not:

1. Use the Digital Content in web page design where the Digital Content is in a format designed or intended for storage or re-use by others;
2. Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
3. Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any Product or Service;
4. Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
5. Translate, reverse engineer, decompile, or disassemble the Digital Content or any Services;
6. Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
7. Use the Digital Content in a manner that violates this Agreement.

## **8. Notice Specific to Documents Available on this Site**

You are granted permission to use documents provided on the Site such as white papers, data sheets and FAQs (“Documents”) provided that the content contained therein including any copyright notice is not altered or removed. Use of such Documents is for informational and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcast in any media.

## **9. Materials Provided by You**

In connection with your use of the Site and the purchase of Products or Services made available through the Site, you may provide us with text, images, photographs, graphics, sound, video and other information for inclusion (“User Content”). You may also have the ability to view, post, publish, share, store or manage User Content via the Site or the Products or Services. All such comments and postings are public, not private, communications.

Although we are not obligated to pre-screen User Content, we reserve the right to do so or to refuse or remove any of User Content that, in our sole discretion, violates these TOU, our Acceptable Use Policy or is otherwise objectionable in our sole discretion.

You agree to back-up all of your User Content so that you can access and use it when needed.

ColoCrossing does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our use of User Content.

## **10. Purchases of Products and/or Services; Transfer of Title**

For any Product or Service that is to be provided to you in an electronic format, delivery shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to you, or (b) at the time we transmit a notification to you that the Product is available for downloading from the Site. State sales tax will be added to your order where applicable. If you are exempt from sales tax, please provide us with a copy of your resale exemption certificate.

Submission of an online order, verbal acknowledgment on recorded line and/or your signature on our Order Acknowledgment is a conditional acceptance by ColoCrossing of your offer to purchase our goods and your acceptance of our terms and conditions. It may contain terms that differ from or add to those contained in your purchase order, should you have one, and to the extent that this is the case, ColoCrossing hereby expressly conditions its acceptance of your offer on ColoCrossing's agreement of the additional or different terms. Your receipt and retention of the goods covered by this invoice shall constitute acceptance of any such additional or different terms.

## **Trial Offers**

Some of our Products and Services are offered on a free or limited trial basis. Unless otherwise stated, limit one free or limited trial offer per person or entity during any one-year period. If you do not cancel your trial subscription during the offer period, we will charge the credit card you provided during the registration process the applicable monthly subscription fee.

## **11. Fees and Payments**

You agree to pay any and all fees and payments due for Products or Services purchased at this Site at the time they are ordered. All fees and payments are non-refundable unless otherwise expressly

noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term.

Unless otherwise stated, you may pay for Products and Services by providing a valid credit card or ACH if available. You acknowledge and agree that it is your sole responsibility to modify and maintain Your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring that your credit card or ACH information is current and valid. Failure to do so may result in the interruption or loss of Services. ColoCrossing will not be liable to you or any third party regarding Services loss or interruptions. You must notify us of any billing problems or discrepancies within fifteen (15) days after they first appear on your credit card or bank account statement, otherwise you waive any right to dispute any such discrepancy.

You acknowledge that ColoCrossing may use the services of a third party to automatically update your credit card expiration date. These recurring billing or account updating programs "Billing Programs" are supported by your credit card provider (and are ultimately dependent on your bank's participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us.

If we are unable to charge your credit card or bank account for the full amount owed for the Products or Services provided or if we incur a chargeback for any fee we previously charged to your credit card, you acknowledge that ColoCrossing may pursue all available lawful remedies in order to obtain payment including, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf.

ColoCrossing reserves the right to charge you reasonable additional fees for, e.g. (i) service upgrades (one-time non-recurring charge) to be invoiced to you in the following billing cycle, (ii) tasks we may perform for you that are outside the normal scope of our Services, (iii) additional time and/or costs we may incur in providing our Products and Services to you, and/or (iv) your noncompliance with this Agreement as determined by us in our sole discretion. These additional fees will be billed to the credit card or other payment method you have on file with us.

Some of ColoCrossing's Services offer an automatic renewal option that will automatically renew your service for a renewal period equal in time to the original service period. For example, if your original service period is for one year, your renewal period will be for one year. While the details of the automatic renewal option vary from Service to Service, the Services that offer an automatic renewal option treat it as the default setting. Therefore, unless you cancel prior to the automatic renewal, ColoCrossing will automatically renew the applicable service when it comes up for renewal and will take payment from the payment method you have on file with us. Renewal fees will be charged at ColoCrossing's then-current rates.

ColoCrossing expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications will be posted online at this Site or otherwise communicated to you using the information on file with us, and effective immediately without further notice to you. If you have purchased Products or Services for a fixed time period, changes or modifications in prices and fees will be effective when the Product or Service in question comes up for renewal. If you find any pricing change unacceptable, you may cancel your Service subscription(s) and terminate your Customer

Account, however ColoCrossing will not be obligated to refund any remaining portion of your pre-paid fees.

If a Service is offered with a special promotion price or period offered by us, you agree that all subsequent periods after the initial promotion period will be billed at the then stated list price for the service. If a Service is offered with a special promotion price and you cancel and/or default on payment causing suspension or termination of service you are not eligible to resume service at that original promotion price and regular pricing applies.

**Late Fees and Penalties.** We reserve the right to charge late fees of 1% per month (18%, annually) or 6% of the amount due plus \$10 per month for amounts not timely paid, whichever is more. Customer will be responsible for all reasonable expenses (including collection and reasonable attorneys' fees) incurred by us in collecting such amounts.

### **13. Term and Termination**

The term and termination provisions of this Agreement and any applicable Services terms of use vary according to the Services selected by you when ordering and will be presented to you during the Services selection and ordering process. ColoCrossing reserves the right in its sole discretion to immediately terminate the Service for reasonable cause, including but limited to: (i) non-payment to us; (ii) failure to meet our credit requirements; (iii) non-compliance with any of the provisions of this Agreement or any Services terms of use; (iv) requests by law enforcement or other government agencies; (v) our ceasing to offer the Service; (vi) our inability to verify or authenticate any information you provide to us; or (vii) our conclusion, in our sole discretion, that your use of or access to the Service may result in liability to us. In the event of default by you, any and all payments required to be made to us by you shall be due and payable immediately. Termination of this Agreement shall not relieve you from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

### **14. No-risk guarantee**

Your products are our priority; ColoCrossing works hard to make sure you get them on time, just the way you ordered them. You have expectations. To meet them, we are happy to refund (in accordance to our return policy below) or reprint your merchandise if it's different than the proof you approved.

ColoCrossing strives to make running a business or planning an event easier for you by having your back. We want to make sure you're happy with your purchase because we want you to be as thrilled to choose us as we are to have you as a customer.

Please note: To issue a refund or reprint, we may need to arrange a pickup of your damaged or defective order. To make this a smooth process, you might be asked to show documentation. We're happy to assist you, so before you toss out or return your purchase, give us a call so we can find a solution.

One thing we'd like you to keep in mind is that all sales, unless otherwise noted, are final. ColoCrossing puts special care into working on your job and will not be able to give a refund once we've gotten the materials and begun working.

Life is unpredictable, and some circumstances are beyond our control. We cannot be held responsible for:

- Spelling, punctuation or grammatical errors made during your customization process

- Poor image quality or low-resolution of your uploaded files
- Design or color selection errors you submitted during the file creation process
- Errors in user-selected options like product type, size, finishing options or quantity
- Incorrect dimensions, image orientation or file submission in accordance with our specifications
- Color-match guarantee without a hard-copy proof approval
- Delivery delays due to improperly prepared files
- Duplicate orders by the customer
- Incorrect file layout for folding, scoring, hole drilling, die cutting or other custom services

Don't let this list overwhelm you. We've got steps in place all along the process to help prevent these errors from happening.

### **Claims and returns**

If problems arise, please reach out to us within 15 days of receiving your package. A good way to meet this time frame is to open your order right away, even if you don't plan on using it for a while. After 15 days, it may not be possible to go back to our suppliers for credit. Having your order number available when contacting us will make finding a solution simpler on both ends. Unauthorized returns are not accepted. Customer service is always here to help and, if need be, we'll give you a Return Material Authorization number (RMA) and a special shipping address to send your package on a journey back to us.

### **15. Disclaimer of Warranties**

The Site and the Products and Services available via the Site are provided by use on an "AS IS" and "AS AVAILABLE" basis. Therefore, you understand that your use of the Site and the Products and Services is at your sole risk. To the fullest extent permissible pursuant to applicable law, ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors do not warrant or make any representation regarding any content we provide including its availability, accuracy, spelling or grammar, or that your use or the results of your use of our Products or Services in terms of effectiveness, accuracy or reliability, will produce any guaranteed or stated result, meet your stated requirements or expectations or be provided in an uninterrupted, timely, secure or error-free manner. ColoCrossing shall be permitted from time to time to interrupt any Service in order to provide maintenance affecting that Service.

### **16. Limitation of Liability**

ColoCrossing is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or maintain any of your Account data or your Content. ColoCrossing and its subsidiaries, affiliates and agents and its and their officers, directors, employees, agents, partners and licensors will not be liable to you for any special, direct (with respect to your use of the Site only) indirect, incidental, consequential, punitive, reliance or exemplary damages, including without limitation losses or liability resulting from (i) loss of data, loss of revenue, anticipated profits, or loss of business opportunity; (ii) the accuracy, completeness or content of the Site, Services or any Third Party Information, (iii) personal injury or property damages; (iv) any unauthorized use of or access to the Site, the Services, any of our servers including, without limitation, any User Content or data including personal and/or



financial information stored thereon; (v) any interruption or cessation of Services related to the Site or third party sites; any viruses, worms, bugs or the like which may be transmitted to or from the Site of any third party site ; (vi) any User Content or conduct that violates our Acceptable Use Policy or any other applicable policy; (vii) any loss or damage of any kind resulting from your use of, or inability to use, the Site or the Services made available through the Site or any act or omission by ColoCrossing, even if advised of the possibility of such damages.

ColoCrossing's liability and your exclusive remedy related to non-performance of any Service shall be: (i) repair, replacement or adjustment of the product or Service, or (ii) where repair, replacement or adjustment is not practicable, an equitable credit not to exceed the charges invoiced to you for the portion of the product or Service which were non-performing.

For any product or Service we provide to you, the aggregate liability of ColoCrossing its subsidiaries affiliates and agents and its and their officers, directors, employees, agents, partners and licensors, whether in contract, tort or any other theory, will not exceed an amount greater than the purchase price of the product or Service actually paid to ColoCrossing. In states where the limitation or exclusion of liability or incidental or consequential damages is not allowed, the above limitations or exclusions may not apply to you. In such cases ColoCrossing's aggregate liability will be limited to the fullest extent permitted by applicable law. Any cause of action arising out of or related to the Site or the Services must be commenced within one (1) year after the cause of action arises or any such action will be permanently barred.

#### **17. Indemnification**

You shall indemnify, defend and hold ColoCrossing, its officers, directors, employees, shareholders, agents, affiliates, licensors and subcontractors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorneys fees), arising out of or in connection with any claim, action or proceeding (collectively, "Claims") arising out of or related to any act or omission by you in using the Site or any Product or Service ordered via the Site including but not limited to your violation of the Agreements terms of use or policies found on the Site or infringement of any third party proprietary rights by you.

#### **18. Jurisdiction and Governing Law**

Unless otherwise noted in any applicable Agreement, this Agreement, the Services and all matters arising out of or relating thereto will be governed by the laws of the State of Nevada without regard to its conflict or choice of law provisions. Any legal action or proceeding relating to this agreement or the provision of the Products or Services offered via the Site will be brought in the state or federal courts located in Nevada. You hereby submit to the jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding.

#### **19. General, Contact Information**

ColoCrossing shall not be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, acts of god, electrical, internet, or telecommunication outage that is not caused by us, government restrictions (including the denial or cancellation of any export or other license), or other events beyond our reasonable control.

ColoCrossing will provide you with phone support at no additional charge for technical questions and issues relating to your use of the Site. You may contact our support services by dialing 1-800-518-9716

24 hours a day, 7 days per week or emailing us at support@colocrossing.com Our mailing address is 5063 North Service Road Suite 102 Burlington, ON L7L 5H6 Canada. All sections of this Agreement which, by their nature, should, shall survive termination including payment, indemnity and the disclaimers of warranty and limitations of liability.

## Acceptable Use Policy

This Acceptable Use Policy encourages the responsible use of ColoCrossing's services. The behaviors listed below are generally prohibited because they either pose an unacceptable risk to the stability, integrity, or quality of our services or are otherwise contrary to ColoCrossing's business practices and policies.

You are solely responsible for the content you furnish to us in connection with the services we provide to you. We may review, screen or monitor content you provide to us or that you otherwise use, provide or make available in connection with any services we provide to you.

### General Rules of Conduct.

Your use of our services, including any content you submit, will comply with this Acceptable Use Policy and our Universal Terms of Use together with any other applicable Service Agreement or policies as well as all applicable local, state, national and international laws, rules and regulations. In addition, users of the ColoCrossing services are prohibited from directly or indirectly engaging in any of the following prohibited conduct:

1. Causing an information security risk to ColoCrossing or others.
2. Violating intellectual property rights.
3. Violating the privacy, publicity or other personal rights of others.
4. Promoting or providing assistance in promoting activities including but not limited to:
  1. Weapons or explosives (such as firearms, ammunition, explosives, and caustic or other dangerous substances).
  2. Content that is likely to shock or disgust (such as hatred, violence, threats, abuse or cruelty to people or animals; harassment; racism; sexual; pornographic; adult products or services including novelties; religious, race or political intolerance, or organizations with such views; vandalism; crime; terrorism; eating disorders; tobacco products and paraphernalia; or promotion of suicide).
  3. Content that is meant to bully, exploit or appears to unfairly capitalize at the expense of others.
  4. Unsafe supplements.
  5. Engaging in or promoting products associated with illegal activities (such as recreational drugs whether chemical or herbal; psychoactive substances; equipment to facilitate drug use, illegal gaming; or underage drinking or smoking).
  6. Highly regulated products or services.

### Violations.

ColoCrossing reserves the right to notify law enforcement agencies if it becomes aware of any unlawful activity and not perform any services it deems to be in violation of this Acceptable Use Policy, its other corporate policies or any applicable laws. ColoCrossing may take immediate action, including, but not limited to issuing warnings and suspending or terminating the services. In the event we take such action, we shall not be obligated to refund to you any fees paid in advance thereof.

## HOSTING SERVICES ACCEPTABLE USE POLICY (AUP)

We reserve the right to modify this AUP at any time without notice.

Customer is responsible for all use of Services by itself, its employees, agents, contractors, invitees and clients, whether such use is with or without the consent of Customer.

All customers and users agree to use any and all hosting services only for lawful purposes and in compliance with all applicable laws. Specific activities that are prohibited include, but are not limited to:

- Real, simulated, or animated violence against any living being;
- Glorifying of or encouraging violence against any living being;
- Threatening harm to persons, animals, or property;
- Threatening sexual, financial, or emotional harm to any person;
- Promotion of, glorifying, or threatening terrorism or violent extremism;
- Suggesting, glorifying, encouraging, or promoting suicide or self-harm, including self-mutilation and eating disorders;
- Non-medical usage of images containing gore, death, or dismemberment;
- Any media depicting real, simulated, or animated sexual violence, assault, or exploitation;
- Promotion or glorification of mass or serial murder or genocide;
- Celebrating or glorifying the suffering or humiliation of other people, groups, or living beings;
- Content that expresses support, praises, celebrates, or condones groups, leaders, or individuals involved in terrorist activity, organized hate, mass or serial murder or genocide, human trafficking, organized violence or criminal activity, or violence against any living being;
- Any activity to facilitate or coordinate future criminal, violent, threatening, abusive, or harassing activity that is intended or likely to cause harm to people, property, businesses, or animals;
- Asking or offering a financial incentive or reward in exchange for inflicting violence against a specific person or group of people;
- Engagement in or promotion or glorification of violence against any living being to advance political, religious, or social causes;
- Credible threats of imminent violence;
- Harassment, bullying, or intimidation of any person or group or inciting others to do so;
- Using aggressive insults with the purpose of harassing or intimidating others;
- Expressing a wish or hope that a person or group experiences physical harm, death, or serious disease;
- Behavior intended to harass, abuse, or threaten any person or group;
- Hateful conduct, including conduct that promotes violence against, threatens, or harasses any person based on race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, serious disease, handicap, genetic makeup, victim status, or immigration status;
- Hateful imagery-logos, symbols, or images whose purpose is to promote hostility and malice against others based on their status. Examples include symbols historically associated with hate groups (Nazi imagery, the swastika), images depicting others as less than human or altered to include hateful symbols, images altered to include hateful symbols or references to a mass murder that target a protected category (e.g., manipulating images of individuals to include the yellow Star of David badges used during the Holocaust or manipulating an image to show someone being lynched);
- Content that is meant to degrade or shame any person or group;
- Violent or dehumanizing speech, statements of inferiority, or calls for exclusion or segregation;
- Anything that incites fear or encourages real-world harm, including (but not limited to) physical, financial, and emotional injury;

- Anything that violates any law or regulation in the US or any jurisdiction where the site is available. Using the service for any unlawful purpose or in furtherance of illegal activities;
- Operating a lottery, gambling, or casinos;
- Offering goods or services made from endangered or protected species;
- Offering counterfeit, fraudulent, or stolen goods or services;
- Unlicensed sale of drugs, including prescriptions. Sale of any controlled substances without providing proof of appropriate permit(s) in advance, or promote, encourage, or engage in the sale or distribution of prescription medication without a valid prescription;
- Purchase, sale, gifting, exchange, transfer, or instructions on making of any weapons, parts of weapons, ammunition, or explosives;
- Human trafficking;
- Displaying, advertising, promoting, or glorifying commercial sexual services, including erotic massage, dating, prostitution or escort services;
- Promotes, encourages, engages in or glorifies real or simulated child pornography or exploitation;
- Selling, buying, or facilitating transactions in illegal goods or services, as well as certain types of regulated goods or services;
- Any activity that may be considered slanderous or libelous;
- Content wherein people depict criminal activity or admit to crimes they or their associates have committed;
- Any activity that promotes or could be considered an HYIP or Ponzi scheme, multi-level marketing, invasion of privacy, credit card fraud, or racketeering;
- Torrent trackers, torrent portals, or similar software;
- Using the services to transmit, distribute, or store material that may be harmful to or interfere with the services or any third party's networks, systems, services, or websites, including but not limited to, viruses, worms, trojan horses, root kits, password crackers, adware, and key stroke capture programs;
- Uploading unacceptable material which includes: IRC bots, warez, image, file storage, mirror, or banner-ad services, topsites, streaming, Escrow, investment sites (FOREX, E-Gold Exchange, etc.), bitcoin miners, AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, muds / rpg's, hacking focused sites/archives/programs, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts;
- Using the services to engage in phishing activities or any activities that may interfere with the ability of others to access or use the service, network, or internet generally;
- Using the services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the customer is not expressly authorized to access and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information;
- Using the services to allow any remote code execution of malicious software;
- Promotes, encourages, or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- Using the services to publish or post other people's private information (such as home phone number and address) without their express authorization and permission (doxing);
- Threatening to expose private information or incentivizing others to do so;
- Sharing intimate, nude, or partial nude photos or videos of someone that were produced or distributed without their express written consent;

- Any activity that includes the unwanted sexual discussion of someone's body or otherwise sexualizes or exploits an individual without their consent;
- Using services for the purpose of manipulating or interfering in any public election. This includes posting or sharing content that may suppress voter turnout or mislead people about when, where, or how to vote;
- Using the services to impersonate individuals, groups, or organizations in a manner that may mislead, confuse, or deceive others;
- Content created or used with the intent to defraud or mislead others;
- Accounts which misrepresent their affiliation, or share content that falsely represents its affiliation, to a candidate, elected official, political party, electoral authority, or government entity;
- Violating others' intellectual property rights, including copyright and trademark;
- Facilitating, encouraging, or coordinating sexual encounters between adults;
- Facilitating, encouraging, or coordinating drug transactions;
- Distributing or making available content that was obtained through hacking that contains private information, may put people in physical harm or danger, or contains trade secrets;
- Encouraging, incentivizing, or offering to help others to participate in any activities or content that violates this AUP;
- Anything else ColoCrossing, in its sole discretion, deems offensive, obscene, inappropriate, lewd, or abusive.

## Email

Sending unsolicited email messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Customer will not use another site's mail server to relay email without the express permission of the site. It is strictly forbidden to send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside our network. It is also strictly forbidden to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE). A Customer's connectivity may be terminated without delay if the Customer has been documented on a recognized SPAM abuse list or if the Customer has previously been denied access from another provider due to AUP violations.

## System and Network Security

Customer is prohibited from utilizing our services to compromise the security or tamper with system resources or accounts on computers at the Premises or at any third-party site.

Specific activities that are prohibited include, but are not limited to:

- Use or distribution of tools designed for compromising security;
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;
- Deliberate attempts to overload a system and broadcast attacks;
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- Intentionally or negligently transmitting files containing a computer virus or corrupted data.

## Violations

We, in our sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis and without notice to you. Violation of this AUP could subject Customer to criminal or civil liability. We may block access at the router level to Customer's Equipment involved. If we believe, in our sole discretion, that a violation of this AUP has occurred, we reserve the right to temporary or permanent block access to any equipment, and immediately suspend or terminate Customer's Services under this Agreement. If your use of Services violates this AUP, we may take any action to prevent that violation from continuing to occur – including removing all Customer access without prior notice. We may report to and will also fully cooperate with law enforcement authorities (including compliance with court orders) in investigating suspected lawbreakers.

We reserve the right to suspend or terminate any customer pursuant to any valid AUP complaint. Furthermore, we, in our sole discretion, may suspend or terminate, without notice, any User that we determine is a repeat AUP violator.

## Copyright Infringement Policy (DMCA)

### Reporting Copyright Infringement

It is our policy to respond to clear notices of alleged copyright infringement. This page describes the information required to be contained in these notices and is consistent with the form suggested by the United States Digital Millennium Copyright Act (DMCA) 17 U.S.C Section 512(c)(3)(A).

If you believe your copyrighted work has been infringed by a website for which ColoCrossing is providing the hosting services and your attempts to resolve the issue by contacting the website owner(s) directly were not successful, you may request that we take down and/or disable access to the infringing materials. To do so, [please download](#), complete, print and sign the Notification of Claimed infringement form provided below and deliver it to ColoCrossing's Copyright Agent.

ColoCrossing will respond to notices of claimed infringement in accordance with the DMCA. Our response may include removing and/or disabling access to material claimed to be the subject of the infringing activity. If we remove or disable access in response to such a notice, we may notify the owner of the affected site so that he or she can make a counter-notification in accordance with DMCA.

**PLEASE NOTE:** Misrepresentations made in your notice as to whether material or activity is infringing may expose you to liability for damages including costs and attorneys' fees. In some cases use may be protected by the fair use doctrine under U.S. Copyright Law. Therefore, if you are unsure whether the material complained of is infringing, it is recommended that you first contact an attorney. You may locate information concerning DMCA and U.S. Copyright Law at the Library of Congress' website [www.copyright.gov](http://www.copyright.gov).

### What we require from you

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and email address;
5. A statement that the complaining party 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; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ColoCrossing  
Attn: DMCA Agent  
5063 North Service Road  
Suite 102  
Burlington, ON L7L 5H6 Canada

Email: [support@colocrossing.com](mailto:support@colocrossing.com)

**FOR DOMAIN NAME DISPUTES:** If you have concerns or issues with any specific domain name registration, please do not contact our DMCA agent. Instead, refer to our [Uniform Domain Name Dispute Policy](#) in this document.



## Web Design Terms of Use

ColoCrossing's [Universal Terms of Use](#) and any applicable purchase orders are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any. By using our website design Services you acknowledge that you have read and understand the [Universal Terms of Use](#), in particular **Section 6**, Intellectual Property and Digital Content.

### 1. Our Obligations.

Once you have submitted all User Content to us, provided you do not request additional changes, modifications, customized designs or similar non-standard work ("Custom Modifications"), we will furnish to you a website ("Created Website").

ColoCrossing will assign you an Internet Protocol ("IP") address, which will remain under our control and ownership. You will have no right to use the IP address except as allowed by us, and we reserve in our sole discretion the right to change or remove any and all IP numbers and addresses.

ColoCrossing does not have a duty to and does not generally screen or edit content or links originating from your website, but we reserve the right to refuse Service, monitor or to remove, without notice, any content or links which, in our sole discretion or that of a court or regulatory agency, is deemed illegal, misleading, or obscene, or is otherwise in breach of our [Universal Terms of Use](#), [Anti-Spam](#) or [Acceptable Use policies](#) or any other terms provided to you.

### 2. Your Obligations.

You agree to deliver the User Content no later than five (5) days following the date you sign up for the Services ("Website Content Delivery Period"). In the event that the User Content has not been received following the expiry of the Website Content Delivery Period, the Created Website will be provided to you with generic website content that, in our reasonable opinion, is related to your industry.

For a period of 30 days following the date that the Created Website was delivered to you, you will be permitted to request three (3) minor revisions to the Created Website. If you request Custom Modifications, we will furnish to you the Created Website at a time designated by us.

You will use the Created Website as one website only, displayed at a single IP address for the single purpose specified originally to us. You may create one duplicate of the Created Website for back-up purposes.

You are responsible for the content of the website that you provide to us, including without limitation, its accuracy and truthfulness and for ensuring that it does not contain any spelling or grammatical errors or infringe upon the rights of any third party. This applies to content created by us at your direction for inclusion on the Created Website that has been reviewed and approved by you. You agree not to store, link to, transmit, advertise or make available any website content is illegal, misleading, or obscene, or is otherwise in breach of these Terms of Use, our Universal Terms of Use or Acceptable Use Policy or any other terms provided to you.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, ALL WEBSITE CONTENT INCLUDING DIGITAL CONTENT (EX IMAGES) IS YOUR SOLE RESPONSIBILITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS ColoCrossing AND ITS AFFILIATES AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION, MISAPPROPRIATION OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATA, MUSIC, IMAGE, OR OTHER PROPRIETARY OR PROPERTY RIGHT, FALSE ADVERTISING, UNFAIR COMPETITION, DEFAMATION, BUSINESS OR PERSONAL DISPUTE OR ARGUMENT, INVASION OF PRIVACY

OR RIGHTS OF CELEBRITY, VIOLATION OF ANY ANTI-DISCRIMINATION LAW OR REGULATION, OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR ANY PERSONAL OR BUSINESS ARGUMENT OR DISPUTE LOSSES, DAMAGES, LIABILITIES, JUDGEMENTS, OR SETTLEMENTS, INCLUDING REASONABLE LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY US , RELATED TO OR IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. If you require help desk support from us, please [contact us](#).

### **3. Archiving on Termination.**

You acknowledge and agree that once the Service is terminated your website will be archived for 30 days. If the amounts due and payable hereunder are not paid by the end of the archive period, your website will be erased. ColoCrossing will not be responsible for any errors, loss of information or any other mishap that may occur following the first non-payment. Retrieval of the website from the archive will be on a best-effort basis. Users visiting your website during the archive period will see an error or substitute message window until the amounts due and payable hereunder have been paid.

### **4. Sample Website Privacy Policy.**

All Websites should contain a link to a privacy policy which accurately conveys the information collection and usage practices of the company represented on the site (similar to the example below). If you currently have a privacy policy applicable to your Website users, please provide it to us during the build process. If you do not, you are advised to consult with a privacy/legal expert to help you create a privacy policy that meets the requirements applicable to your situation. We provide you with the following template for use as a starting point.

#### **Sample Privacy Policy:**

This Privacy Policy applies to all personally-identifiable information supplied by individuals using this website. The following statements will help you understand the collection, use, and safeguards of the information you provide through this website. The terms “we”, “our”, and “us” in this Privacy Policy refer to <<your business name>>.

### **5. Understanding the Basics on Information Collection and Use.**

**WHY?** The information you supply on this Website may be used by us to respond to your request for information and to communicate with you about our products, services and future promotions. We will not share, rent, or sell your information to third parties for them to market their products and services to you.

**WHAT?** We may request that you voluntarily supply personal information for purposes such as receiving correspondence, registering on a website, or participating in online surveys or market research. If you elect to participate, you may be asked to provide information, including your name, mailing address, phone number, or e-mail address. When you submit personal information via this Website, you understand and agree that we may access, store, and use your information.

**HOW?** Information you provide will be safeguarded according to industry-standard security and confidentiality because we recognize and appreciate the importance of responsible use of the information you choose to provide. We will take reasonable steps to ensure that third party service

providers protect your information and keep it confidential.

**Online Privacy and Security Information.** We apply industry-standard security measures to protect against the loss, misuse, and alteration of information you provide on this Website.

Cookies are small pieces of information that are stored by your Web browser on your computer's hard drive. A cookie may contain information (such as a unique user session ID) that is used to track the pages of the Websites you've visited. This Website uses cookies, but we do not store personally identifiable information in your cookies.

**Children Visiting our Website.** This Website is directed at adults. We do not knowingly collect or use information from children. Should children access this Website, we are confident that parents will not deem any of the information provided as objectionable for viewing. If you are under 18, you may use this Website only with the involvement of a parent or guardian.

**Contacting Us; Changes to Terms.** By using this Website, you consent to this posted Privacy Policy. If you do not agree with this policy, please do not use this Website. We reserve the right, at our discretion, to change, modify, add, or remove portions of this policy at any time. Your continued use of this Website following the posting of changes to these terms means that you accept these changes.

If you have questions regarding this Privacy Policy, the practices of this Website, to update your information, or to express opt-out preferences please contact: <<insert customer name and contact information>>.

# Shared Hosting Terms of Use

## Purpose, Acceptance of Terms

ColoCrossing's Universal Terms of Use and any applicable purchase orders are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any.

## 2. Bandwidth and Space Usage

ColoCrossing will allow the specified per plan bandwidth and web space, as indicated on the Site where the Services are found, to be used by you as long as your use is in compliance with these terms of use, our Universal Terms of Use and any other purchase order or applicable policies.

**Unlimited Acceptable Use Policy:** The use of Unlimited Disk Space Services and Unlimited Bandwidth/Unlimited Data Transfer Services are subject to the following conditions:

**Unlimited Disk Space Services:** ColoCrossing reserves the right to review and monitor the amount of disk space used by any user or website and, where the amount of disk space consumed impacts upon, or limits space available to other users or websites receiving services from ColoCrossing, ColoCrossing may restrict the use of space by such users or website(s) or terminate the provision of services to such user. Please note, however, that the ColoCrossing service is designed to host websites. ColoCrossing does NOT provide unlimited space for online storage, backups, or archiving of electronic files, documents, log files, etc., that do not directly relate to the published website and any such prohibited use of the services may result in the termination of user's account, with or without notice.

**Unlimited Bandwidth/Data Transfer Services:** ColoCrossing reserves the right to review and monitor the amount of Bandwidth/Data Transfer used by any user or website and, where the amount of Bandwidth/Data Transfer consumed impacts upon, or limits Bandwidth/Data Transfer available to other users or websites receiving services from ColoCrossing, ColoCrossing may restrict the use of Bandwidth/Data Transfer by such users or website(s) or terminate the provision of services to such user. No user or website shall be permitted to use excessive use of Resources. "Resources" means bandwidth, memory, and/or processor utilization available through the services offered by ColoCrossing or its suppliers. ColoCrossing reserves the right, in its sole discretion, to determine if user or website is excessively using Resources. ColoCrossing may restrict the use of Resources by such users or website(s) or terminate the provision of services to such user.

**Additional Prohibited Activities:** included but not limited to, file storage, data warehousing, back-up data storage, services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers, proxy server network, or interactive chat, membership or community sites for file sharing, video sharing or photo sharing applications are not permitted ("Prohibited Activities"), and ColoCrossing may terminate the provision of services to any user that engages in Prohibited Activities.

### **3. Account Sharing**

Account sharing is only permitted when used in conjunction with our hosting plans. ColoCrossing reserves the right to immediately terminate accounts, without compensation to you, that (either do, or attempt to) share the web space with others or subdivide and resell the web space.

### **4. Excluded Services**

ColoCrossing reserves the right to discontinue and terminate your Service, without compensation to you, if your web site is involved in any of the following: pornographic sites, intellectual property violations, pirated software (warez), pirated music and web sites, those whose primary business is web advertisement, or any website which violates any law or regulation, these terms of use, our Universal Terms of Use, Acceptable Use Policy and any other applicable terms.

### **5. Online Subscription**

By accessing our Site and/or using the Service, you are agreeing to an on-line, paperless subscription for the Services. You acknowledge that all the information that you submit on-line is true and correct and will be maintained and updated by you as needed to keep the information current. ColoCrossing will have no liability to you as a result of your failure to maintain current subscription information. You agree that the act of signing up for your Services online or clicking to agree is equivalent to your signature. ColoCrossing will bill you for your Services, in accordance with the billing period.

### **6. Quality of Services**

Although ColoCrossing will make reasonable efforts to provide quality and uninterrupted services this is not guaranteed. We will not be responsible for any damages that a Service interruption may cause to you or to third parties. You are responsible for the usage of your account and any consequences of this usage. You are also responsible for providing routine electronic back-ups for all data stored on our systems to prevent loss or corruption which includes, but is not limited to, emails and website content.

While you are working on the design of your site, you agree that ColoCrossing may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other page that may include promotions and advertisements for, and links to, any of ColoCrossing's Websites, ColoCrossing or third-party Websites including Internet search engines.

### **7. Service and Fees and Additional Charges**

You agree to pay for the Services and for additional fees that may be assessed for heavy traffic and excessive space fees. ColoCrossing will notify you in the event these fees are incurred. You agree to pay by credit card or other such method as mutually agreed upon. You agree to provide updated credit card and account information online, as may be needed or requested, and in case your card is declined. You understand that non-payment will result in automatic hold on your account. During the hold period, your web site will not be accessible. The account will be reactivated after payment is received in full. Credit card accounts will be automatically renewed unless notified prior to expiration date of Service.

## **8. Domain Name Registration and Fees**

Based on availability, ColoCrossing will register the domain name(s) as submitted in the subscription/application form in accordance with our standard policies and business practices. The first year of domain registration fees for a domain(s) is set forth in the subscription plan. You agree to pay the registration fees for the domain(s) thereafter. You agree to pay the registration fees for the first year if you cancel the Service before the expiration of the first year.

## **9. Automatic Account Upgrade**

ColoCrossing may upgrade, with email notice to you, all shared hosting accounts, which do not comply with the restrictions of applicable terms and policies and excluded services stated in Section 4 above, to metered plans with traffic charges and/or web space charges.

## **10. Termination of Services**

ColoCrossing reserves the right to refuse Services to anyone and to terminate existing Services with 14 days advance notice for any or no reason; and without advance notice if you violate this or any other Agreement, policy or terms of use. You have the right to terminate the Services at any time with written notice sent by mail to the address below or by contacting us here. Both parties agree that there will be no monetary compensation or refund, prorated or otherwise, for terminated services regardless of the reason.

## **11. Lawful Use of Internet**

You agree to use the Internet and the Services in accordance with these terms of use, our Universal Terms of Use, Acceptable Use Policy and any other applicable terms together with any applicable federal, state and local laws, rules and regulations.

## **12. Security and Integrity of Information**

Although we implement the industry standard technology for information protection, there is no guarantee that the information on the Internet is absolutely secured or may never be destroyed. You agree to hold us harmless in cases of loss of information or loss of privacy.

## **13. ColoCrossing can be contacted, as follows:**

Attn: Shared Hosting  
5063 North Service Road  
Suite 102  
Burlington, ON L7L 5H6 Canada  
Phone: 1-800-518-9716  
Customer Service Hours: 9am - 9pm, EST (7 days a week)  
Technical Support: Available 24/7

## Email Marketing Terms of Use

ColoCrossing's Universal Terms of Use and any applicable purchase orders are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any.

### 1. Our Obligations.

ColoCrossing provides you with a service to create and send email to multiple individual recipients for the purposes of marketing your business and to access reports regarding the actions taken by those recipients (the "Service").

ColoCrossing does not have a duty to and does not generally screen or edit content or links originating from your emails, but reserves the right to refuse Service, monitor or to remove, without notice, any content or links which, in our sole discretion (or that of a court or regulatory agency), is deemed illegal, misleading, or obscene, or is otherwise in breach of our Universal Terms of Use, Anti-Spam or Acceptable Use policies.

### 2. Your Obligations.

Your use of the Service must comply with these Terms of Use, our Universal Terms of Use, Anti-Spam and Acceptable Use policies, and any applicable purchase order. You may use the service in connection with your own internal purposes and business operations and not as a service for any third party.

You are responsible for all User Content, including without limitation, its accuracy and truthfulness and for ensuring that it does not contain any spelling or grammatical errors or infringe upon the rights of any third party. This applies for content created by us on your behalf at your direction which you have reviewed and approved.

If you require help desk support from us, you contact us at [support@colocrossing.com](mailto:support@colocrossing.com).

### 3. Termination

After cancellation or termination, you shall process all unsubscribe requests within 10 days of your last email campaign. Upon request, ColoCrossing will provide the list of unsubscribe requests from your account.

Upon termination ColoCrossing may delete any User Content or other such information that may be archived. ColoCrossing shall not be required to return any User Content to you upon termination.

### 4. Warranty

You acknowledge and agree that not all email messages sent through use of the service may be received by their intended recipients and that not all of the recipients' actions may be reported. You acknowledge that ColoCrossing does not warrant uninterrupted or error free Service and that ColoCrossing does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, the accuracy of spelling or grammar, all data, files, the User Content and all other information or content in any form or of any type, accessible or made available to or by you or its end users through the use of the Service. ColoCrossing shall be permitted from time to time to interrupt the Services in order to provide maintenance to the Service.

## Mobile Web Services Terms of Use

ColoCrossing's Universal Terms of Use and any applicable purchase orders are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any.

### 1. License Grant

We hereby grant to you, during the term or your subscription, a non-transferable, non-exclusive, non-sublicensable worldwide license and right to use the mobile web services and related materials solely in connection with the services as provided. You are solely responsible for the content you transmit and display via your application, except for any third-party advertising that may be specified in your service package. We reserve the right to change or modify the service at any time.

### 2. License Restrictions

These license rights are subject to the following restrictions:

1. You shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the services or the related materials available to any third party;
2. You shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services or related materials or access or use services or related materials in order to build a similar or competitive product or service;
3. Except as expressly stated herein, no part of the services or related materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means;
4. You shall not disclose any review of the services, including but not limited to the results of any performance tests, to any third party without our prior written approval;
5. You shall not use or access the services to build or support, and/or assist a third party in building or supporting, products or services competitive to the services;
6. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the services;
7. You acknowledge and agree that we or our licensors own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the services and related materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the same.

### 3. Third-Party Transactions

Links to third-party providers are provided only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked website. We shall have no liability as a consequence of any third-party transaction.

### 4. Warranty Disclaimer

YOU ACKNOWLEDGE THAT ColoCrossing DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE ColoCrossing'S MOBILE WEB SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF



SUCH COMMUNICATIONS FACILITIES. ColoCrossing IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 5. Term and Termination

The term of the Services set forth in the Service Package hereunder shall commence upon the effective date set forth in the Service Package and shall continue for the period of time set forth in such Service Package (the "Subscription Term"). Except as otherwise provided in a Service Package issued by us, the Services may be renewed under our then-current applicable policies and terms, subject to our acceptance and your payment of fees for such Services.

**Termination for Default.** In the event of your material breach of this Agreement, we reserve the right to terminate the applicable Service Package. We may immediately suspend your account, and access to or use of the Services during such cure period if (i) you fail to make payment due to us under the Agreement and do not cure such non-payment within ten (10) business days after we have provided you with notice of such failure, or (ii) you violate any provision of this User Agreement.

Any suspension by us of the Services under the preceding sentence shall not excuse you from your obligation to make payment under the Agreement. Upon any termination of the Service Package, your right to access and use the Services (including our Mobile Web Services Materials) shall terminate. If we terminate the Services due to your default, you must pay within thirty (30) days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for services received plus related taxes and expenses.

## 6. Unlimited Acceptable Use Policy

1. [Shared Hosting Terms](#)
2. [Email Marketing Terms](#)

3. **Unlimited Acceptable Use Policy:** The use of Unlimited Disk Space Services and Unlimited Bandwidth/Unlimited Data Transfer Services are subject to the following conditions:

**Unlimited Disk Space Services:** ColoCrossing reserves the right to review and monitor the amount of disk space used by any user or website and, where the amount of disk space consumed impacts upon, or limits space available to other users or websites receiving services from ColoCrossing, ColoCrossing may restrict the use of space by such users or website(s) or terminate the provision of services to such user. Please note, however, that the ColoCrossing service is designed to host websites. ColoCrossing does NOT provide unlimited space for online storage, backups, or archiving of electronic files, documents, log files, etc., that do not directly relate to the published website and any such prohibited use of the services may result in the termination of user's account, with or without notice.

**Unlimited Bandwidth/Data Transfer Services:** ColoCrossing reserves the right to review and monitor the amount of Bandwidth/Data Transfer used by any user or website and, where the amount of Bandwidth/Data Transfer consumed impacts upon, or limits Bandwidth/Data Transfer available to other users or websites receiving services from ColoCrossing, ColoCrossing may restrict the use of Bandwidth/Data Transfer by such users or website(s) or terminate the provision of services to such user. No user or website shall be permitted to use excessive use of Resources. "Resources" means bandwidth, memory, and/or processor utilization available through the services offered by ColoCrossing or its suppliers. ColoCrossing reserves the right, in its sole discretion, to determine if user or website is excessively using Resources. ColoCrossing may restrict the use of Resources by such users or website(s) or terminate the provision of services to such user.

**Additional Prohibited Activities:** included but not limited to, file storage, data warehousing, back-up data storage, services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"),

bit torrent, game servers, proxy server network, or interactive chat, membership or community sites for file sharing, video sharing or photo sharing applications are not permitted (“Prohibited Activities”), and ColoCrossing may terminate the provision of services to any user that engages in Prohibited Activities.

# Domain Name Renewal & Redemption Policy

## Purpose, Acceptance of Terms.

This Domain Name Renewal and Redemption Policy applies to users of ColoCrossing's domain name registration Services. ColoCrossing's Universal Terms of Use, Domain Name Service Agreement, and any applicable purchase order terms are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use, Domain Name Service Agreement and purchase order, if any.

## 2. Auto-Renewal Policy.

Registration Service Provider provides an auto-renewal option for each registered domain name. Each domain name owner can control the auto-renewal option for their domain(s) within the control panel. The auto-renewal service has two options:

**Auto-Renew ON:** The domain name(s) will be automatically renewed by the Registrar on the expiry date; the auto-renewal term is set to 1 year when enabled and can be viewed or changed in your ColoCrossing.com Control Panel. Your domain(s) will be renewed using your current method of payment. Renewal payment is taken 30 days prior to the expiry of the domain, to ensure ample time for successful payment. You are responsible for ensuring that renewal fees are processed on time.

**Auto-Renew OFF:** The domain name(s) will not be automatically renewed. The domain name owner must explicitly request the renewal of his/her domain name(s) prior to the expiration date.

**Please note that auto-renew must be turned on more than 1 day prior to the renewal date in order to take effect.**

Registration Service Provider will send email notifications to you for expiring domains regardless of the auto-renewal option status:

**Auto-Renew ON:** Reminders will be sent at 45, 30, and 5 days prior to your domain's expiration date and then 5 and 15 days after expiration if the domain is not renewed. The notification is sent to the email address provided as the Registered Name Holder point of contact in your Registration Service Provider account, and will contain the domain name and expiration date.

**Auto-Renew OFF:** Renewal notices are sent 45, 30, 15, and 5 days prior to the domain's expiration date, and then 5 and 15 days after expiration if the domain is not renewed. The notification is sent to the Registered Name Holder email address provided as the point of contact in your Registration Service Provider account, and will contain the domain name and expiration date, as well as renewal instructions.

## 3. Expired Domains Deletion Policy.

For the first 30 days after your domain name's expiration date the domain is considered to be in a "Renewal Grace Period" status. During this time the WHOIS information will be masked and will not display the original Registrant's information unless the domain is renewed. During the Renewal Grace Period, the domain can only be renewed by the original owner. The cost for renewal during the Renewal Grace Period is the same as for a standard domain renewal. During the Renewal Grace Period the Registrar will change the nameservers to ns1.renewyourname.aplus.net and ns2.renewyourname.aplus.net to indicate that your domain name has expired with instructions for renewing your domain name. If your domain name is currently expired, you may log into your domain name control panel and renew your domain name or you may contact one of our Domain Services Representatives to assist you. Domain Services Representatives can be reached from 9:00 am to 9:00 pm EST 7 days a week at 1-800-518-9716.

If you do not renew your domain name during the Renewal Grace Period your domain name will be made available to other parties for purchase. During the Renewal Grace Period, ColoCrossing may direct your domain name to an IP address designated by us, including, without limitation, to an IP address which hosts a parking, under construction, or other page that may include promotions and advertisements for, and links to, any of ColoCrossing's Websites or third-party Websites including Internet search engines. After the Renewal Grace Period ends, you may contact one of our Domain Services Representatives, from 9:00 am to 9:00 pm EST 7 days a week at 1-800-518-9716 to inquire about repurchasing the expired domain name.

If the domain status changes to redemption status, the original domain owner has the option to renew the domain for a redemption fee plus the cost of the domain renewal. If your domain name is currently in redemption status, we ask that you contact one of our Domain Services Representatives immediately at [support@colocrossing.com](mailto:support@colocrossing.com) to help you renew the domain. Domain Services can be reached from 9:00 am to 9:00 pm Eastern seven days a week at 1-800-518-9716

#### **4. Pending Delete Status.**

Following the Renewal Grace Period the Registry places the expired domain into "Pending Delete Status" for approximately five (5) days. During the Pending Delete Status your expired domain name cannot be retrieved by the Registration Service Provider and redeemed. Following the Pending Delete Status period, your expired domain is then released from the Registry and made available to the general public for registration.

For more information about ColoCrossing's domain name registration Service, please reference your Domain Name Service Agreement.

## Domain Name Service Agreement

This Domain Name Service Agreement, together with all other documents and policies referenced herein, is a legal agreement ("Agreement") between Hostopia Canada, Corp., a subsidiary of Hostpapa, Inc. and the customer purchasing domain name registration services), together with any company or other business entity you are representing, if any.

ColoCrossing's general Terms of Use and Privacy Policy, available at <https://www.colocrossing.com>, and the documents and policies referred to herein are incorporated by reference into and made a part of this Agreement, unless they are expressly modified below. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU CANNOT PURCHASE OR USE THE SERVICE.

The Service is offered to you conditioned upon your acceptance without modification of this Agreement. ColoCrossing may update or change, augment or enhance this Agreement or the Service without notice to you. By signing up for the Service and accepting this Agreement you agree to be bound by these modifications. If you do not agree to the changes your sole and exclusive remedy is to cancel your subscription to the Service.

### The Service

Registration Service Provider will submit the domain name(s) selected by you to the Registry Operator, via the Registrar, for recording into the Registry database for top level domains. You represent and warrant that neither the domain name registration nor the use of your domain name registration will directly or indirectly infringe upon the rights of any third parties.

You will be allowed to select the name servers to serve your domain name. Default name servers will be available for you if you do not have name servers available.

The Registration Service Provider will collect, record and keep data about your identity. Registration Service Provider will allow you to access and update your records. Registration Service Provider will generate, record and keep additional information pertaining to the domain registration such as activation date, transfers, modifications, etc. Registration Service Provider will provide some or all of this data to the public as a public service at its sole discretion and as required by Registrar, ICANN and applicable laws. You agree that domain name registrations are not guaranteed and they are offered on a first-come, first-served availability basis.

### The Fee

You agree to pay a fee for the Service in accordance with Registration Service Provider's fee schedule published at its web site (the site you used to sign up for the Services). You agree to pay such fees for the initial registration and for subsequent renewals as outlined in the fee schedule. All fees are due prior to the registration or renewal date. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of the registration term. The requested domain name will not be registered unless Registration Service Provider receives actual payment of the registration fee.

## Charge-Backs

You agree that you will lose all rights upon the selected domain name in case of a charge back by your credit card company, credit card fraud or any other reversed payment. Registration Service Provider will decide at its sole discretion whether to hold the name in its own portfolio or to release it for use by others. Registration Service Provider will reinstate such names at its sole discretion and subject to reinstatement fee of \$300, in addition to all other fees.

## Term

The effective Start Date of this Agreement commences once you complete the sign-up registration process for the Service. You may terminate the Service with advance notice in writing only to Registration Service Provider's billing department by mail to our corporate address or by contacting us here. You understand that there will be no reimbursement and no pro rate if you decide to terminate the services before the end of a prepaid term, regardless of the reason for the termination. Registration Service Provider reserves the right to suspend, cancel, transfer or modify your domain name in the following cases (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within 30 days of notice by us, (b) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement, (c) you use your domain name in violation of our Acceptable Use Policy and Anti-Spam Policy or in connection with unlawful activity, at our discretion, or (d) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet.

## Revocation

You acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by our Registrar, other Registrar or Registry Operator procedures approved by an ICANN-adopted policy, or by any other TLD Registry Operator procedures as the case may be, (a) to correct mistakes by Registration Service Provider, Registrar, other Registrar or the Registry Operator in administering the name or (b) for the resolution of disputes concerning the domain.

You also agree that Registration Service Provider shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration at any time, or at such time as Registration Service Provider receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

## Renewals, Redemptions, Transfers

The renewal and redemption of the domain name provided to you as part of the Service is governed by our Domain Name Renewal and Redemption Policy. You agree that it is your sole responsibility to watch the expiration terms and pay your renewal fees on time. Although Registration Service Provider may notify you of renewal fees, it does not have a duty to do so. Failure to pay the renewal fee will result in

domain name suspension and release of the domain name for use by others. Credit card accounts will be automatically renewed unless notified prior to expiration date of service.

You understand that you will be prohibited from changing Registrars during the first 60 days after initial registration, during the first 60 days after renewal of the domain name with Registration Service Provider, and during the last 60 days before renewal of the domain name with Registration Service Provider.

You understand that enabling the "Domain Lock" option for a domain in your Domain Manager Application will apply the "Client Transfer Prohibited" status to that domain name, and that the domain cannot be transferred to another registrar while this status is in effect. This "Domain Lock" can also be removed via the Domain Manager Application

You acknowledge that the ICANN Transfer Policy governs transfer of domains between registrars and between registrants, and updates to domain registrant (ownership) contact information including name, organization, email address, mailing address and phone number may be considered a transfer of ownership of the domain. You accept that in the event that the registrant (owner) of a domain is updated the domain ownership transfer will be approved by Aplus.net, or our designee, as Designated Agent, and once the ownership transfer is completed the domain will be locked for 60 days during which time it cannot be transferred to another Registrar.

### **Registry Operator Role and Indemnification**

You understand and agree that neither the Registration Service Provider nor the Registrar has control over the Registry or the Registry Operator. You agree and acknowledge that Registration Service Provider and Registrar are not liable or responsible in any way for any errors, omissions or any other actions by the Registry Operator arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

What is Data Submission and Updates?

You agree to provide to Registration Service Provider all the data necessary for domain name registration. Registration Service Provider determines the nature of such data at its sole discretion with consideration of rules and procedures set forth by ICANN, Registrar, other Registrars and the Registry Operator. You agree to update all such data within seven (7) days of any change and to submit additional information, if needed. This can be done by following the support link at Registration Service Provider's home page or by contacting us here .

You acknowledge that you may be asked to submit a third party's personal data. In such event you agree to secure the consent of such third party to have his/her (the third party's) personal data submitted and used, as allowed by this agreement. You acknowledge that willfully failing to provide or update information promptly will constitute a material breach of this agreement and will be a sufficient basis for cancellation of your domain name registration.

You acknowledge that if you intend to license the use of a domain name to a third party you are nonetheless the Registered Name Holder of record and are responsible for providing your own full contact information and for providing and updating accurate administrative, billing and technical contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name accepts liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

You further agree that a failure to respond for over fifteen (15) calendar days to inquiries by Registration Service Provider concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this agreement and will be sufficient basis for cancellation of your domain name registration.

Registration Service Provider will own all data collected during the registration process and reserves the right to use this data in its sole discretion in accordance with other Registrar, Registry, Registry Operator and ICANN requirements as well as applicable law. You are hereby advised that some or all of such data may be made available to the public. You agree and acknowledge that Registration Service Provider owns all database, compilation, collective and similar rights, title and interests worldwide in Registration Service Provider's domain name database and all information and derivative works generated from its domain name database. Registration Service Provider will take reasonable precautions to protect your domain name registration data from loss, misuse or disclosure.

### Notices

Registration Service Provider will contact you via the email address provided as the primary point of contact in the application form you used to sign up for the Service and which is contained in your control panel. You agree to monitor such contact email and to forward it to appropriate personnel and/or departments within your organization, as applicable. You agree to ensure that all contact information on file with us is kept current.

### Customer Support and Escalations

ColoCrossing can be contacted at support@colocrossing.com for all Domain Services questions and contact us here for all Billing questions. We can also be reached by phone at 1-800-518-9716 In the event that you need to submit a complaint or concern, please contact us via the Billing or Domain Services email address above and your message will be escalated to the appropriate personnel.

### Domain Disputes

You agree to be bound by Registration Service Provider and ICANN's "Uniform Domain Name Dispute Resolution Policy" You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time the applicable domain name registration is the subject of a dispute. You also agree that in the event of any such dispute, you will indemnify and hold Hostopia Canada, other Registrars, Registry and Registry Operator harmless pursuant to this Agreement and the terms and conditions contained in the dispute policy.

### Transfer Disputes

You agree to be bound by ICANN's "Registrar Transfer Dispute Resolution Policy" (Dispute Policy), which is hereby incorporated into and made a part of this Agreement. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name registration is disputed by a third party. You also agree that, in the event that a domain name dispute arises with any third party, you will indemnify and hold Registrar, Registration Service Provider, Registry and Registry Operator harmless pursuant to the terms and conditions contained in the Dispute Policy.



## Whols Verification

In accordance with ICANN's Whols Accuracy Program Specification, Registration Service Provider verifies Whols information by sending an email to the Registrant (owner) contact listed on the Whols record when a new domain is registered; a domain is transferred in to Registration Service Provider; the Registrant information is updated; or we become aware of inaccurate Whols information. If the Whols verification is not completed within 15 days, the domain will be suspended and all related services will be interrupted until verification is complete. The expiry date of a suspended domain is not altered, and no refunds will be made for interruptions related to incomplete Whols verification. Previously verified contact information sets do not need to be re-verified. For more information visit <http://verifymywhois.com> or contact our Domain Services team at 1-800-518-9716 [support@colocrossing.com](mailto:support@colocrossing.com).

## Indemnification

You agree to indemnify and defend by counsel reasonably accepted by Registration Service Provider, Registrar or corresponding Registry Operator, protect and hold harmless the Registration Service Provider, Registrar and the corresponding Registry Operator and their directors, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, expenses, including reasonable consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to your use of the domain name registration services provided by Registration Service Provider to you.

## Limitation of Liability

Registration Service Provider will not be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this Agreement or the domain name registration Service, including but not limited to damages for lost profits, loss of use, lost data, loss of privacy, damages to third parties, even if Registration Service Provider has been advised of the possibility of such damages. The foregoing limitation of liability will apply whether any claims are based upon principles of contracts, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Registration Service Provider's maximum aggregate liability shall not exceed the total amount paid by you for the Services for the previous six months from the incident giving rise to any such claim, or \$500.00, whichever is less. In states where the limitation or exclusion of liability or incidental or consequential damages is not allowed, the above limitations or exclusions may not apply to you. In such cases ColoCrossing's liability will be limited to the fullest extent permitted by applicable law.

## Miscellaneous

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the

parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

This Agreement may be modified occasionally in order to reflect the dynamic nature of the Internet as well as the contracts Registration Service Provider has with Registrar, ICANN and the Registry Operator. You will be notified of such modifications if they are material to this Agreement or the Service. Your continued use of the Service after such notification will constitute your acceptance of these modifications. If you do not agree to any of such changes, your sole and exclusive remedy is to cancel your subscription to the Service and to have your domain name registration transferred to a different domain name registrar.

This agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict or choice of law provisions. Any legal action or proceeding relating to this agreement or the provision of the Service shall be brought in the state or federal courts located in Minnesota. You hereby submit to the jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding.

Definitions

## Definitions

Accredit means to identify and set minimum standards for the performance of registrations functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement with ICANN that sets forth the rules and procedures applicable to the provision of Registrar Services.

Abacus America, Inc. is an ICANN accredited Registrar for defined TLDs.

Data Escrow services are required by ICANN. Registrar uses Iron Mountain for its Whois data escrow service. You hereby consent to the required data processing and escrow requirements set forth by ICANN and from any third-parties for data or information provided and/or stored.

DNS refers to the Internet domain-name system.

ICANN refers to the Internet Corporation for Assigned Names and Numbers. ICANN is a non-profit, non-government organization recognized by the US Government and the Internet Industry as a regulatory body for the system of TLDs.

Registered Name refers to a domain name within the domain of a TLD, whether consisting of two (2) or more levels (e.g., john.smith.name), about which a TLD Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

Registered Name Holder means the holder of a Registered Name.

Registrar refers to Hostopia Canada, which is an ICANN accredited Registrar. Tucows Inc. agreements are incorporated by reference into this agreement where applicable and can be found at <http://opensrs.com/site/resources/agreements>. Web.com agreements are incorporated by reference into this agreement where applicable and can be found at <https://legal.web.com>.

Registration Service Provider means services provided by Hostopia Canada who is the parent company and contracts with Registrar to provide domain name registration services.

Registrar Services means services provided by a Registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator, and includes contracting with Registered Name Holders,

collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

Registry means the electronic directory where all TLDs are held. The Registry administrator (RA) maintains the Registry.

Registry Data means all Registry Database data maintained in electronic form, and shall include TLD Zone-File Data, all data used to provide Registry Services and submitted by Registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.

Registry Operator is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific TLD.

Registry Services with respect to a particular TLD, shall have the meaning defined in the agreement between ICANN and the Registry Operator for that TLD.

TLD is a top-level domain of the DNS. ccTLD is a country code Top-Level Domain owned by a specific country which may be administered by a third party. Registry Operator Registration Service Provider, via Registrar, registers the following TLDs: .com, .net, .org, .biz, .info, , mobi, .bz, .tv, .us, .cc and .ws domains. ColoCrossing is an authorized Reseller to Tucows Inc. for the following TLDs: CA, CO, ADULT, BEST, BLACK, BLUE, BUZZ, CEO, CLUB, CRICKET, GLOBAL, GREEN, IRISH, JETZT, KIM, LTDA, MOE, NYC, ONL, POKER, PORN, SCIENCE, TRADE, UNO, VOTE, VOTO, WEBCAM, YOGA. ColoCrossing is an authorized Reseller to web.com for the following TLDs: ACADEMY, ACCOUNTANTS, ACTOR, AGENCY, AIRFORCE, APARTMENTS, ARCHI, ARMY, ASSOCIATES, ATTORNEY, AUCTION, AUDIO, BAND, BAR, BARGAINS, BAYERN, BEER, BERLIN, BID, BIKE, BINGO, BIO, BLACKFRIDAY, BOUTIQUE, BUILD, BUILDERS, BUSINESS, BZH, CAB, CAFE, CAMERA, CAMP, CAPITAL, CARDS, CARE, CAREERS, CASA, CASH, CASINO, CATERING, CENTER, CHAT, CHEAP, CHRISTMAS, CHURCH, CITY, CLAIMS, CLEANING, CLICK, CLINIC, CLOTHING, COACH, Codes, COFFEE, COLOGNE, COMMUNITY, COMPANY, COMPUTER, CONDOS, CONSTRUCTION, CONSULTING, CONTRACTORS, COOKING, COOL, COUNTRY, CREDIT, CREDITCARD, CRUISES, CYMRU, DANCE, DATING, DEALS, DEGREE, DELIVERY, DEMOCRAT, DENTAL, DENTIST, DESI, DESIGN, DIAMONDS, DIET, DIGITAL, DIRECT, DISCOUNT, DOMAINS, EDUCATION, EMAIL, ENERGY, ENGINEER, ENGINEERING, ENTERPRISES, EQUIPMENT, ESTATE, EUS, , EVENTS, EXCHANGE, EXPERT, EXPOSED, EXPRESS, FAIL, Farm, FASHION, FINANCE, FINANCIAL, FISH, FISHING, FIT, FITNESS, FLIGHTS, FLORIST, FLOWERS, FOOTBALL, FORSALE, FOUNDATION, FUND, FURNITURE, FUTBOL, GAL, , GALLERY, GARDEN, GIFT, GIFTS, GIVES, , GLASS, GOLD, GOLF, GRATIS, GRIPE, GUIDE, GUITARS, GURU, HAMBURG, HAUS, HEALTHCARE, HELP, HIPHOP, HOLDINGS, HOLIDAY, HORSE, HOST, HOSTING, HOUSE, HOW, IMMO, IMMOBILIEN, INDUSTRIES, INK, INSTITUTE, INSURE, INTERNATIONAL, INVESTMENTS, JUEGOS, KAUFEN, KITCHEN, KIWI, KOELN, LAND, LAWYER, LEASE, LEGAL, LGBT, LIFE, LIGHTING, LIMITED, LIMO, LINK, LOANS, LONDON, LUXURY, MAISON, MANAGEMENT, MARKET, MARKETING, MARKETS, MEDIA, MELBOURNE, MEMORIAL, MENU, MODA, MONEY, MORTGAGE, NAGOYA, NAVY, NETWORK, NEWS, NINJA, OKINAWA, PARIS, PARTNERS, PARTS, PARTY, PHOTO, PHOTOGRAPHY, PHOTOS, PICS, PICTURES, PIZZA, PLACE, PLUMBING, PLUS, PRESS, PRODUCTIONS, PROPERTIES, PROPERTY, PUB, QUEBEC, RECIPES, REHAB, , REISEN, RENTALS, REPAIR, REPORT, REPUBLICAN, REST, RESTAURANT, REVIEWS, RIP, ROCKS, RODEO, RUHR, RYUKYU, SALE, SARL, SCHOOL, SCHULE, SCOT, SERVICES, SEXY, SHOES, SINGLES, SOCIAL, SOFTWARE, SOLAR, SOLUTIONS, SOY, SPACE, STYLE, SUCKS, SUPPLIES, SUPPLY, SUPPORT, SURF, SURGERY, SYDNEY, SYSTEMS, TATTOO, TAX, TECHNOLOGY, TENNIS, TIENDA, TIPS, TIRES, TODAY, TOKYO, TOOLS, TOP,

TOURS, TOWN, TOYS, TRAINING, UNIVERSITY, VACATIONS, VENTURES, VET, Viajes, VIDEO, VILLAS, VISION, VODKA, VOTING, VOYAGE, WALES, WANG, WATCH, WEBSITE, WEDDING, WORK, WORKS, WORLD, WTF, XYZ, YOKOHAMA, ZONE.

## Uniform Domain Name Dispute Resolution Policy (UDRP)

ColoCrossing's Universal Terms of Use, Domain Name Service Agreement and any applicable purchase order terms are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use, Domain Name Service Agreement and purchase order, if any.

(As Approved by ICANN on October 24, 1999)

**1. Purpose.** This Uniform Domain Name Dispute Resolution Policy (the "Policy") has been adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN"), is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and any party other than us (the registrar) over the registration and use of an Internet domain name registered by you. Proceedings under [Paragraph 4](#) of this Policy will be conducted according to the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <https://www.icann.org/resources/pages/udrp-rules-2015-03-11-en>, and the selected administrative-dispute-resolution service provider's supplemental rules.

**2. Your Representations.** By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates someone else's rights.

**3. Cancellations, Transfers, and Changes.** We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

a. subject to the provisions of [Paragraph 8](#), our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;

b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or

c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN. (See [Paragraph 4\(i\)](#) and [\(k\)](#) below.)

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

**4. Mandatory Administrative Proceeding.**

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at [www.icann.org/en/dndr/udrp/approved-providers.htm](http://www.icann.org/en/dndr/udrp/approved-providers.htm) (each, a "Provider").

**a. Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) your domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights; and

(ii) you have no rights or legitimate interests in respect of the domain name; and

(iii) your domain name has been registered and is being used in bad faith.

In the administrative proceeding, the complainant must prove that each of these three elements are present.

**b. Evidence of Registration and Use in Bad Faith.** For the purposes of [Paragraph 4\(a\)\(iii\)](#), the following circumstances, in particular but without limitation, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith:

(i) circumstances indicating that you have registered or you have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name; or

(ii) you have registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that you have engaged in a pattern of such conduct; or

(iii) you have registered the domain name primarily for the purpose of disrupting the business of a competitor; or

(iv) by using the domain name, you have intentionally attempted to attract, for commercial gain, Internet users to your web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of your web site or location or of a product or service on your web site or location.

**c. How to Demonstrate Your Rights to and Legitimate Interests in the Domain Name in Responding to a Complaint.** When you receive a complaint, you should refer to [Paragraph 5](#) of the Rules of Procedure in determining how your response should be prepared. Any of the following circumstances, in particular but without limitation, if found by the Panel to be proved based on its evaluation of all evidence presented, shall demonstrate your rights or legitimate interests to the domain name for purposes of [Paragraph 4\(a\)\(ii\)](#):

(i) before any notice to you of the dispute, your use of, or demonstrable preparations to use, the domain name or a name corresponding to the domain name in connection with a bona fide offering of goods or services; or

(ii) you (as an individual, business, or other organization) have been commonly known by the domain name, even if you have acquired no trademark or service mark rights; or

(iii) you are making a legitimate noncommercial or fair use of the domain name, without intent for commercial gain to misleadingly divert consumers or to tarnish the trademark or service mark at issue.

**d. Selection of Provider.** The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in [Paragraph 4\(f\)](#).

**e. Initiation of Proceeding and Process and Appointment of Administrative Panel.** The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

**f. Consolidation.** In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

**g. Fees.** All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except in cases where you elect to expand the Administrative Panel from one to three panelists as provided in [Paragraph 5\(b\)\(iv\)](#) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

**h. Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

**i. Remedies.** The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

**j. Notification and Publication.** The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

**k. Availability of Court Proceedings.** The mandatory administrative proceeding requirements set forth in [Paragraph 4](#) shall not prevent either you or the complainant from submitting the dispute to a court of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain

name registration should be canceled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that you have commenced a lawsuit against the complainant in a jurisdiction to which the complainant has submitted under [Paragraph 3\(b\)\(xiii\)](#) of the Rules of Procedure. (In general, that jurisdiction is either the location of our principal office or of your address as shown in our Whois database. See [Paragraphs 1](#) and [3\(b\)\(xiii\)](#) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing your lawsuit or ordering that you do not have the right to continue to use your domain name.

**5. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of [Paragraph 4](#) shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

**6. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.

**7. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in [Paragraph 3](#) above.

**8. Transfers During a Dispute.**

**a. Transfers of a Domain Name to a New Holder.** You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending court proceeding or arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the decision of the court or arbitrator. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

**b. Changing Registrars.** You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to [Paragraph 4](#) or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending court action or arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of a court action or arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

**9. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <https://www.colocrossing.com> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration



# WHOIS Privacy Service Terms of Use

## 1. Purpose, Acceptance of Terms

ColoCrossing's [Universal Terms of Use](#), [Domain Name Service Agreement](#) and any applicable purchase order terms are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use, Domain Name Service Agreement and purchase order, if any.

## 2. Display of Public Information; Whois Registry

When you select the WHOIS Privacy Service option for a domain name registered through us, the public ("WHOIS") contact and ownership information for each domain, i.e. registrant, technical, billing and administrative contact fields, will be displayed as follows:

**Registration Private; SyncSuite, LLC**

110 East Broward Boulevard, Suite 1650

Fort Lauderdale, FL 33301

United States

Phone: 1-877-977-8577

[domainname@domainlistingagent.com](mailto:domainname@domainlistingagent.com)

## 3. Domain Name Ownership

You will retain all ownership rights in your domain name, including the ability to sell, transfer or renew each domain and to manage your domain name servers.

## 4. Your Contact Information

You agree to maintain true, accurate and up-to-date contact information on your Registrar account. We will use this information to forward to you correspondence that we receive regarding your domain name. Email correspondence is automatically forwarded to the point of contact listed on your Registrar account. Postal mail will not be forwarded.

## 5. Use of the Service

You may elect to use the WHOIS Privacy Service for domains you have registered with us and for domains you have transferred to us (once your domain registration is complete). For domains to be transferred to or from us, you must first disable the current WHOIS Privacy Service before initiating the transfer.

## 6. Service Fees

We will charge you the applicable Service fees according to our [published fee schedule at https://www.colocrossing.com](#). Fees are non-refundable even if your WHOIS Privacy Service is terminated early. We may modify the pricing for the WHOIS Privacy Service at any time.

## 7. Right to Disable or Suspend Privacy Service

WHOIS Privacy Service provider SyncSuite LLC reserves the right, in its sole discretion and without liability to you or any third party, to disable, suspend, or terminate your WHOIS Privacy Service and to reveal your identity in certain circumstances, including:

- To comply with applicable laws or regulations
- To determine whether an alleged breach of law or regulation has occurred
- In response to valid legal service of process
- In response to notice of a claim or complaint including UDRP
- To avoid legal liability and/or financial loss to us
- If, in our reasonable discretion, you use the WHOIS Privacy Service to conceal your involvement with illegal, illicit, objectionable or harmful activities
- If you transmit any kind of spam, viruses, worms or other harmful computer programs

## 8. Abuse/Infringement Point of Contact

To report abuse of a domain name registration, or infringement of trademarks or other third-party rights, please contact [support@colocrossing.com](mailto:support@colocrossing.com).

## 9. Our Contact Information

We can be contacted using the following information:

**Address:**

ColoCrossing  
5063 North Service Road  
Suite 102  
Burlington, ON L7L 5H6 Canada

**Phone:** ColoCrossing

Customer Service Hours: 9am - 9pm, EST

Technical Support: Available 24/7

## Reviews Promoter

### 1. Acceptance of Terms.

Please read these Universal Terms of Use (“TOU”) carefully as they govern your access and use of this website (“Site”) and the products and services provided herein (“Products” and/or “Services”). These TOU are in addition to (not in lieu of) any specific terms and policies that apply to the Products or Services you purchase or access through the Site, which terms and policies are incorporated herein by reference. The TOU and specific terms and policies referenced herein are collectively the “Agreement”. As used herein, “ColoCrossing”, “we”, “us”, “our” or “ours” refers to HostPapa, Inc., and its affiliates. “Customer”, “Account Holder”, “you”, “your” or “yours” refers to the customer accessing this Site and purchasing and using the Products or Services together with any company or other business entity you are representing, if any.

We reserve the right to make changes to the Site, the Products or Services and these TOU at any time without prior notice to you. You should therefore review these TOU each time you access this Site to keep apprised of these changes.

***If you do not agree to the changes implemented by ColoCrossing, your sole and exclusive remedy is to terminate your relationship with us as a customer of the Products or Services. Unless explicitly stated otherwise, any new features or products that change, augment or enhance ColoCrossing’s Products or Services offerings will be subject to this Agreement.***

ColoCrossing assumes no liability or responsibility for any inaccuracies, errors or omissions in any Content. ColoCrossing also assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Site or your downloading any materials, data text or images from the Site.

You agree to use this Site and our Products and Services in a responsible manner that is in compliance with these TOU and your local laws and regulations, including export and import regulations. If you are located in the European Union "EU" or are using the personal data of European Union data subjects in connection with your use of our Products and Services, you agree to the terms of our *Data Processing Addendum* **and** *Privacy Policy*.

By accessing, using and placing orders on the Site, using any of our Products or Services and/or electronically accepting any of our Agreements, you represent and warrant that you are at least 18 years of age and/or are otherwise recognized as being able to form legally binding contracts under applicable law, If you are agreeing to these TOU or any of our other Service Agreements on behalf of a corporate entity, you represent and warrant that you have the legal authority to similarly bind such corporate entity. You also agree to be bound by our *Privacy Policy* and to any additional related policies, guidelines, restrictions or rules that may be posted from time to time. All such additional posted guidelines, restrictions, or rules are incorporated herein by reference.

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary, except as required by law and our Privacy Policy.

## 2. Reviews Promoter services

### 2.1 The Account

In order to transact a purchase you must first complete our registration process where you will provide us with your billing and contact information ("Your Account"). You agree to provide and maintain accurate, current and complete Your Account information about you, and any entity on whose behalf you order Products or Services.

You are responsible for maintaining the confidentiality of Your Account and are responsible for all activities that occur and orders that are placed under Your Account. You will immediately notify us of any unauthorized use of Your Account or any other breach of security and ensure that you exit from Your Account at the end of each session. We may suspend or terminate Your Account upon notice to you in the event that we reasonably determine that Your Account has been involved in a violation of this Agreement. You will cooperate with us with respect to investigations by us of any suspected or alleged violation of this Agreement and any action undertaken by us to enforce this Agreement. You will be liable for the losses incurred by us or others due to any unauthorized use of Your Account. ColoCrossing will not be liable for any loss or damage arising from your failure to comply with this section.

In the Account, the Customer will be able to view and access the services and features that are part of the Reviews Promoter services provided to Customer as specified on by the Site or within purchase agreement at time of sale. ColoCrossing may change and alter the services and features made available to the Customer at any time, and without notice. ColoCrossing may offer the Customer additional features, services, or promotions of various Reviews Promoter services. If the Customer uses the additional features, services and/or promotions, such use will be governed by this Agreement, and the Customer accepts to comply when using these features, services, and/or promotions.

### 2.2 Invitation service

The Account allows the Customer to use the review invitation service (the "Get 5 Star Reviews") as specified on the Site. It sends an invitation to complete a survey to post a review of their service experiences through a SMS text and/or email, with one or more notifications to the Customer's customers (the "Consumer"). The invitation includes a SMS text and/or email and a direct link to the survey webpage, where the Consumer can post a review of the Customer. The invitation is sent by the Customer from within the customer's Reviews Promoter dashboard so the Customer provides ColoCrossing with the necessary contact information in accordance with section 3.3.

### 2.3 Reviews and Social Website Embed Codes

The Account allows the Customer to use the Reviews and Social Website Embed Codes. There are two website embed codes, one for reviews and the other for social. The Reviews and Social Embed Codes are JavaScript that may be implemented by the Customer onto their own domain(s). ColoCrossing reserves the right to change the Reviews and Social Website Embed Codes at any time without any prior written notice. It is solely the responsibility of the Customer to ensure that Reviews and Social Website Embed Codes are implemented and maintained correctly on the Customer's domain(s).

### 2.4 Non-ColoCrossing Applications

Non-ColoCrossing applications can be web-based or mobile device applications that connects to the Site. Non-ColoCrossing applications include applications that are developed by a third party. Applications that are listed in app-stores, websites or similar marketplaces may be identified as ColoCrossing applications. These non-ColoCrossing applications is available to the Customer by ColoCrossing or a third party.

The Customer's use and any exchange of data on non-ColoCrossing applications, are solely between the Customer and the non-ColoCrossing application provider. The Customer agrees that any data related to the Customer's use of such Non-ColoCrossing Application is the sole responsibility of the Customer. If the Customer installs or enables non-ColoCrossing applications that connect with the ColoCrossing Service, including the Review Invitation Services, the Customer accepts that ColoCrossing may allow the non-ColoCrossing application provider to access the Customer's data on the Customer's behalf, including Consumer data and confidential information, as required for the connection and interoperation of the non-ColoCrossing application with the ColoCrossing Service.

The Customer must provide the necessary data to create and send out review invitations to Consumers. The data must be added into the application using the provided interface and must include name, email address and/or phone number. The Customer warrants and represents that the Customer is entitled to allow ColoCrossing to process this data as required (including having obtained all necessary consents from Consumers) in order to deliver the review invitation service and that the use of data to deliver the review invitation services shall not breach any applicable laws related to data privacy.

2.4.3 The Customer may be required to accept separate terms for the use of non-ColoCrossing applications, and such terms will apply to the relationship between the Customer and the non-ColoCrossing application provider regarding the use of the non-ColoCrossing application. It is the sole responsibility of the Customer to ensure that such terms provide appropriate protection of and access to the Customer's data, including Consumer data and confidential information.

2.4.4 The ColoCrossing Service may also contain features that are designed to connect or interoperate with non-ColoCrossing applications. If the Customer wishes to enable such features, the Customer may be required to grant ColoCrossing access to the Customer's account(s) on the non-ColoCrossing applications, and the Customer warrants that ColoCrossing is lawfully entitled to access such information on behalf of the Customer. If the non-ColoCrossing application provider ceases to make the non-ColoCrossing application available to the Customer, ColoCrossing reserves the right to cease to provide these features to the Customer without entitling the Customer to any refund or compensation.

#### 2.4.5 Third Party Integrations and Services

The applications may contain links to or allow you to connect and use certain external third-party products, services, or software, including certain social media networks and other integration partners. You may be required to sign up or log into such third-party services on their respective websites or applications. By enabling the applications to access such third-party services, you are permitting ColoCrossing to pass on your login information to the third-party services and granting the third-party services permission to access and process your data. You acknowledge that your use of such third-party services is governed solely by the terms and conditions and privacy policy of such third-party services (including, but not limited to, the Facebook Terms of Service located at <https://www.facebook.com/legal/terms> and the Google My Business Terms of Service located at <https://policies.google.com/terms>), and that ColoCrossing does not endorse, is not liable for, and makes no representations as the third-party services, its content, or the manner in which such third-party services uses, stores, or processes your data. We are not liable for any damage or loss arising from or in connection with your enablement of such third-party services and your reliance on the policies, privacy practices, and data security processes of such third-party services. We are not responsible or liable for any changes to or deletion of your data by the third-party services. Certain features of our Products may depend on the availability of these third-party services and the features and functionality they make available to us. We do not control third-party services features and functionality, and they

may change without any notice to us. If any third-party services stops providing access to some or all of the features or functionality currently or historically available to us, or stops providing access to such features and functionality on reasonable terms, as determined by ColoCrossing in our sole discretion, we may stop providing access to certain features and functionality of our Products. We will not be liable to you for any refunds or any damage or loss arising from or in connection with any such change made by the third-party services or any resulting change to our Products. You irrevocably waive any claim against ColoCrossing with respect to such third-party services.

## 2.5 Review Insights

The Account has review and social insights, which provides certain analytics to Customer based on user reviews and social content implemented through the application. The Customer agrees that reviews and social insights are provided on an "as is" basis only and any information contained in reviews and social insights are not an opinion or business advice from ColoCrossing. The Customer is solely responsible for any business decisions it makes using reviews and social insights.

## 3. Customer conduct on the Reviews Promoter service

3.1 ColoCrossing is not responsible and assumes no liability for the Customers' and other third parties' conduct on ColoCrossing's websites, applications or the use of the ColoCrossing services, including any review and social content published by the Customers and third parties ("User Content") including content provided by CML Media Corp. The opinions expressed in the User Content do not represent the opinions of ColoCrossing, its affiliates or any officers, directors, employees, contractors or shareholders of ColoCrossing and its affiliates.

## 4. Site Pricing

ColoCrossing strives to keep our Site up to date; however, occasional fluctuation in market conditions may change the price of Reviews Promoter. Our goal is to honor the pricing shown on the Site, however, we reserve the right to change published prices of product offered on our Site at any time. If a published Site price is incorrect on an item you have quoted or ordered, we will contact you immediately with the most updated price or help you choose a different item that is within your budget.

## 5. Notice

We may provide communications and notices to you by means of a general notice on the Site or by email to the address on record in Your Account or by written communication sent by first class mail or prepaid post to your address on record. Such notice shall be deemed effective within forty-eight (48) hours of transmission by mail or within twelve (12) hours of transmission by email or by notice on the Site. You may withdraw your consent to receive electronic communications, however doing so may also require that you discontinue your use of the Services.

You may provide notice to us by sending an e-mail to [support@colocrossing.com](mailto:support@colocrossing.com) or by sending a written notice by first class mail or prepaid post to: **Attention: Customer Service**, 5063 North Service Road Suite 102 Burlington, ON L7L 5H6 Canada. **Such notice shall be deemed effective when received by us.**

## 6. Intellectual Property

You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided herein without our prior written permission. Except as noted otherwise in the text of the Site, the trademarks, logos, service marks, text, images and all other copyrightable materials displayed on the Site and available for use with the Products or Services constitute intellectual property owned by ColoCrossing or which ColoCrossing has the right to use on the Site (the "Content"). Nothing herein grants you any license or right, by implication, estoppel or otherwise, to use any Content without our prior written permission. Unauthorized use of the Content or any other content on the Site is strictly prohibited. You acknowledge that Content is being provided merely as a convenience and accommodation to you on an "AS IS" basis without warranty of any kind.

## 7. Terms Applicable to Digital Content

Some of our Products may contain, and some of our Services may provide you with, images, photographs, templates, animations, video, audio, music, text, supplemental software, "applets," and "online" or electronic documentation (together called the "Digital Content"). You may use, modify and publish the Digital Content in accordance with these terms. The copyright and all other intellectual property rights to the Digital Content shall remain with us or our licensors and you acknowledge that Digital Content may be used by other ColoCrossing customers. If we notify you that certain components of the Digital Content may no longer be used (for whatever reason), then such components cannot be used as part of a website design or template layout, nor can they be used in any other larger work. If you receive such notification, you agree to cease using and destroy all copies of those components of the Digital Content identified by us in your possession or control.

## 8. Notice Specific to Documents Available on this Site

You are granted permission to use documents provided on the Site such as white papers, data sheets and FAQs ("Documents") provided that the content contained therein including any copyright notice is not altered or removed. Use of such Documents is for informational and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcast in any media.

## 9. Materials Provided by You

In connection with your purchase of Reviews Promoter, you will have the ability to view, post, publish, share, store or manage User Content via the Reviews Promoter application. All such comments and postings are public, not private, communications. Although we are not obligated to pre-screen User Content, we reserve the right to do so or to refuse or remove any User Content that, in our sole discretion, violates these TOU, our Acceptable Use Policy or is otherwise objectionable in our sole discretion.

You agree to back-up all of your User Content so that you can access and use it when needed. ColoCrossing does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our use of User Content.

## 10. Order Cancellation Terms and Conditions:

There is a 30-day 100% money back guarantee if the service is canceled within the first 30 days of the start date. If the service is canceled after the 30-day grace period and does not meet the 3-month commitment, a \$99 early cancellation fee will be charged. After the 3-month commitment is fulfilled, the services will be auto renewed on a month-to-month basis. When the product is canceled, the last date of the billing cycle is the last date of service.

### **Trial Offers**

Reviews Promoter can be offered on a free or limited trial basis. Unless otherwise stated, limit one free or limited trial offer per person or entity during any one-year period. If you do not cancel your trial subscription during the offer period, your service will be auto renewed on a month-to-month basis. We will charge the credit card you provided during the registration process for the applicable monthly price.

## 11. Fees and Payments

You agree to pay any and all fees and payments due for the Reviews Promoter service purchased at this Site and/or through a sales consultant at the time they are ordered. All fees and payments due are in U.S. dollars unless otherwise specified and are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term.

Unless otherwise stated, you may pay for the Reviews Promoter service by providing a valid credit card or ACH if available. You acknowledge and agree that it is your sole responsibility to modify and maintain your account settings, including but not limited to ensuring that your credit card or ACH information is current and valid. Failure to do so may result in the interruption or loss of Services. ColoCrossing will not be liable to you or any third-party regarding Services loss or interruptions. You must notify us of any billing problems or discrepancies within fifteen (15) days after they first appear on your credit card or bank account statement, otherwise you waive any right to dispute any such discrepancy.

You acknowledge that ColoCrossing may use the services of a third party to automatically update your credit card expiration date. These recurring billing or account updating programs "Billing Programs" are supported by your credit card provider (and are ultimately dependent on your bank's participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us.

If we are unable to charge your credit card or bank account for the full amount owed the Reviews Promoter service provided or if we incur a chargeback for any fee we previously charged to your credit card, you acknowledge that ColoCrossing may pursue all available lawful remedies in order to obtain payment including, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf.

ColoCrossing reserves the right to charge you reasonable additional fees for, e.g. (i) service upgrades (one-time non-recurring charge) to be invoiced to you in the following billing cycle, (ii) tasks we may perform for you that are outside the normal scope of our Services, (iii) additional time and/or costs we may incur in providing our Products and Services to you, and/or (iv) your noncompliance with this Agreement as determined by us in our sole discretion. These additional fees will be billed to the credit



card or other payment method you have on file with us.

Some of ColoCrossing's Services offer an automatic renewal option that will automatically renew your service for a renewal period equal in time to the original service period. For example, if your original service period is for one year, your renewal period will be for one year. While the details of the automatic renewal option vary from Service to Service, the Services that offer an automatic renewal option treat it as the default setting. Therefore, unless you cancel prior to the automatic renewal, ColoCrossing will automatically renew the applicable service when it comes up for renewal and will take payment from the payment method you have on file with us. Renewal fees will be charged at ColoCrossing's then-current rates.

ColoCrossing expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications will be posted online at this Site or otherwise communicated to you using the information on file with us, and effective immediately without further notice to you. If you have purchased Products or Services for a fixed time period, changes or modifications in prices and fees will be effective when the Product or Service in question comes up for renewal. If you find any pricing change unacceptable, you may cancel your Service subscription(s) and terminate your Customer Account, however ColoCrossing will not be obligated to refund any remaining portion of your pre-paid fees.

If a Service is offered with a special promotion price or period offered by us, you agree that all subsequent periods after the initial promotion period will be billed at the then stated list price for the service.

**Late Fees and Penalties.** We reserve the right to charge late fees of 1% per month (18%, annually) or 6% of the amount due plus \$10 per month for amounts not timely paid, whichever is more. Customer will be responsible for all reasonable expenses (including collection and reasonable attorneys' fees) incurred by us in collecting such amounts.

## 12. Term and Termination

The term and termination provisions of this Agreement and any applicable Services terms of use vary according to the Services selected by you when ordering and will be presented to you during the Services selection and ordering process. ColoCrossing reserves the right in its sole discretion to immediately terminate the Service for reasonable cause, including but limited to: (i) non-payment to us; (ii) failure to meet our credit requirements; (iii) non-compliance with any of the provisions of this Agreement or any Services terms of use; (iv) requests by law enforcement or other government agencies; (v) our ceasing to offer the Service; (vi) our inability to verify or authenticate any information you provide to us; or (vii) our conclusion, in our sole discretion, that your use of or access to the Service may result in liability to us. In the event of default by you, any and all payments required to be made to us by you shall be due and payable immediately. Termination of this Agreement shall not relieve you from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

### 13. Sales are Final

One thing we'd like you to keep in mind is that all sales, unless otherwise noted, are final. ColoCrossing puts special care into working on your job and will not be able to give a refund once we've begun working.

Life is unpredictable, and some circumstances are beyond our control. We cannot be held responsible for:

Spelling, punctuation or grammatical errors made during your customization process

Poor image quality or low-resolution of your uploaded files

Design or color selection errors you submitted during the file creation process

Errors in user-selected options like product type, size, finishing options or quantity

Incorrect dimensions, image orientation or file submission in accordance with our specifications

Color-match guarantee without a hard-copy proof approval

Delivery delays due to improperly prepared files

Duplicate orders by the customer

Incorrect file layout for folding, scoring, hole drilling, die cutting or other custom services

### 14. Disclaimer of Warranties

The Site and the Reviews Promoter service available via the Site are provided by use on an "AS IS" and "AS AVAILABLE" basis. Therefore, you understand that your use of the Site and the Reviews Promoter service is at your sole risk. To the fullest extent permissible pursuant to applicable law, ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, agents, partners and licensors do not warrant or make any representation regarding any content we provide including its availability, accuracy, spelling or grammar, or that your use or the results of your use of our Products or Services in terms of effectiveness, accuracy or reliability, will produce any guaranteed or stated result, meet your stated requirements or expectations or be provided in an uninterrupted, timely, secure or error-free manner. ColoCrossing shall be permitted from time to time to interrupt any Service in order to provide maintenance affecting that Service.

### 15. Limitation of Liability

ColoCrossing is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or maintain any of your Account data or your Content. ColoCrossing and its subsidiaries, affiliates and agents and its and their officers, directors, employees, agents, partners and licensors will not be liable to you for any special, direct (with respect to your use of the Site only) indirect, incidental, consequential, punitive, reliance or exemplary damages, including without limitation losses or liability resulting from (i) loss of data, loss of revenue, anticipated profits, or loss of business opportunity; (ii) the accuracy, completeness or content of the Site, Services or any Third Party Information, (iii) personal injury or property damages; (iv) any unauthorized use of or access to the Site, the Services, any of our servers including, without limitation, any User Content or data including personal and/or financial information stored thereon; (v) any interruption or cessation of Services related to the Site or third party sites; any viruses, worms, bugs or the like which may be transmitted to or from the Site of any third

party site ; (vi) any User Content or conduct that violates our Acceptable Use Policy or any other applicable policy; (vii) any loss or damage of any kind resulting from your use of, or inability to use, the Site or the Services made available through the Site or any act or omission by ColoCrossing, even if advised of the possibility of such damages.

ColoCrossing's liability and your exclusive remedy related to non-performance of any Service shall be: (i) repair, replacement or adjustment of the product or Service, or (ii) where repair, replacement or adjustment is not practicable, an equitable credit not to exceed the charges invoiced to you for the portion of the product or Service which were non-performing.

For any product or Service we provide to you, the aggregate liability of ColoCrossing its subsidiaries affiliates and agents and its and their officers, directors, employees, agents, partners and licensors, whether in contract, tort or any other theory, will not exceed an amount greater than the purchase price of the product or Service actually paid to ColoCrossing. In states where the limitation or exclusion of liability or incidental or consequential damages is not allowed, the above limitations or exclusions may not apply to you. In such cases ColoCrossing's aggregate liability will be limited to the fullest extent permitted by applicable law. Any cause of action arising out of or related to the Site or the Services must be commenced within one (1) year after the cause of action arises or any such action will be permanently barred.

## **16. Indemnification**

You shall indemnify, defend and hold ColoCrossing, its officers, directors, employees, shareholders, agents, affiliates, licensors and subcontractors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorneys' fees), arising out of or in connection with any claim, action or proceeding (collectively, "Claims") arising out of or related to any act or omission by you in using the Site or any Product or Service ordered via the Site including but not limited to your violation of the Agreements terms of use or policies found on the Site or infringement of any third party proprietary rights by you.

## **17. Jurisdiction and Governing Law**

Unless otherwise noted in any applicable Agreement, this Agreement, the Services and all matters arising out of or relating thereto will be governed by the laws of the State of Minnesota without regard to its conflict or choice of law provisions. Any legal action or proceeding relating to this agreement or the provision of the Products or Services offered via the Site will be brought in the state or federal courts located in Minnesota. You hereby submit to the jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding.

## **18. General, Contact Information**

ColoCrossing shall not be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, acts of god, electrical, internet, or telecommunication outage that is not caused by us, government restrictions (including the denial or cancellation of any export or other license), or other events beyond our reasonable control.

ColoCrossing will provide you with email support at no additional charge for technical questions and issues relating to your use of the Site. You may contact our support services by emailing us at [support@colocrossing.com](mailto:support@colocrossing.com) Our mailing address is ColoCrossing, 5063 North Service Road Suite 102

Burlington, ON L7L 5H6 Canada.

All sections of this Agreement which, by their nature, should, shall survive termination including payment, indemnity and the disclaimers of warranty and limitations of liability.

## Search Engine Optimization & Marketing

ColoCrossing's Universal Terms of Use and any applicable purchase orders are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any.

### 1. Our Obligations.

ColoCrossing provides you with the ability to establish online advertising campaigns for purposes of marketing your business website ("Your Site") through various online methods including with major search engines (each a "Publisher"), pay for those campaigns, and access reports detailing the activity for those campaigns through using its proprietary software ("Platform").

ColoCrossing does not have a duty to and does not generally screen or edit content, but we reserve the right to refuse Service, monitor or to remove, without notice, any content or links which, in our sole discretion or that of a court or regulatory agency, is deemed illegal, misleading, or obscene, or is otherwise in breach of our Universal Terms of Use, Anti-Spam or Acceptable Use policies.

### 2. Your Obligations.

You are responsible for obtaining access to the Service which may involve paying third-party fees such as Publisher, Internet service provider and/or airtime charges. You must provide the equipment, i.e. hardware and software, necessary to access and use the Services.

#### **Customer Account Limitations and Monitoring**

You hereby acknowledge that ColoCrossing may, from time to time, in its sole discretion, establish general practices and limits concerning the use of the Services, which may include limitations on the time limit we retain Customer Account and Content, maximum limits on storage space or other such limits. You agree that ColoCrossing has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service including any Customer Account data.

You agree that ColoCrossing or third party advertising providers with whom ColoCrossing has a relationship may, but have no duty to, monitor any Customer Account activity for the purpose of ensuring quality, improving the Services, and compliance with this Agreement.

### 3. Your Account Limitations and Monitoring.

You hereby acknowledge that ColoCrossing may, from time to time, in its sole discretion, establish general practices and limits concerning the use of the Services, which may include limitations on the time limit we retain Your Account data and Use Content, maximum limits on storage space or other such limits. You agree that ColoCrossing has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Service.

You agree that ColoCrossing or third party advertising providers with whom ColoCrossing has a relationship may, but have no duty to, monitor any of Your Account activity for the purpose of ensuring quality, improving the Services, and compliance with any of our terms of use.

### 4. Termination

Customer has the limited right to cancel its Service subscription at any time during an advertising campaign term, subject to the terms of this agreement, and provided that (i) for all Services, customer commits to purchase on a nonrefundable basis a minimum of four (4) months of Service, (ii) the completion of customer's most recent pre-paid monthly Service fee shall not be refundable, and (iii) for

any cancellation, customer must provide ColoCrossing with at least thirty (30) days notice prior to the processing of the following month's payment.

Payments made with respect to Your Account creation and setup and ad purchases with Publishers (Search Engines) that are already scheduled and committed as of the date we receive notice of termination are nonrefundable.

In the event of suspension, expiration or termination, Your Account and your access and right to use the Service shall immediately cease and the license granted to you hereunder shall terminate. Termination of Your Account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside Your Account (or any part thereof), and (c) barring of further use of the Service. ColoCrossing may destroy or otherwise dispose of any customer data or User Content in its possession.

## 5. Warranty

Due to seasonality, duration of the contract, economic business conditions, consumer sentiment and other factors beyond our control, the results of your advertising campaigns may vary and, although ColoCrossing cannot guarantee specific results, we proactively seek to provide high quality online marketing Services that maximize our customer's return on advertising spending.

You acknowledge and agree that ColoCrossing may collect and use non-personal information concerning the use, contents, performance or management of any advertising campaign conducted through Your Account. As part of providing the Services, ColoCrossing may aggregate reports comprised of such data. By using our Services, you hereby grant to ColoCrossing a worldwide, irrevocable, non-exclusive, transferable and sublicensable, and royalty-free license to use, display, reproduce, distribute and analyze Your Account data within the Services for the purposes of providing and improving upon the features and functionality of the Services. This license does not grant ColoCrossing the right to use personal or non-public data concerning Your Account for any other commercial purpose without your prior written consent.

ColoCrossing does not warrant or make any representation regarding the use or the results of the use of the Services in terms of effectiveness, accuracy or reliability or that the Service will produce any guaranteed or stated result, meet your stated requirements or expectations or be provided in an uninterrupted, timely, secure or error-free manner, that Service defects or errors will be corrected, or that the search ranking of your business via Your Account or a Publisher Account will change or improve in any way as a result of your Service subscriptions.

You understand that the technical processing and transmission of the Service, including your User Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Any material downloaded or otherwise obtained through the use of the Service is accessed at your own risk and discretion and ColoCrossing is not responsible for any damage to your computer system or loss of data as a result from the use of any such material.

No advice or information, whether oral or written, provided by us directly to you or through the Service will create any warranty not expressly stated herein.

## LocalSync Pro

The term of the LocalSync Pro or OneList Plus services is for a minimum of six (6) months. After 6-months it will automatically renew and continue to bill on the regular bill date. If cancelling within the first six-month, payment is required for all fees remaining through month six. If on free trial, you can cancel at any point during the initial trial without being charged. If outside the initial six-month term, or when the free trial has commenced and now on a paid subscription you may cancel the services with 30-days written notice. Cancellations are applied on the next billing term. No refunds for any fees paid in advance. The setup fee is non-refundable.

If you fail to pay the fees within 30 days after due your services will be disabled. If you choose to reinstate service all fees to reinstate the service, including setup fees and a reinstatement fee may apply.

# Custom Logo Design

## 1. Acceptance of Terms

ColoCrossing's Universal Terms of Use are incorporated herein by reference. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use.

## 2. Your Obligations.

ColoCrossing's custom logo design and tagline creation service (the "Service") provides businesses (each, a "Client") the option to use a system to post specific assignments and project descriptions (each, a "Project"), including illustrative samples or other media (each, a "Creative Brief"), provide additional direction during the design process (each, a "Revision Brief") and obtain responses (each, a "Response") to those Creative or Revision Briefs from design experts retained by us. Your Responses will be created iteratively through a drafting cycle of Creative Briefs, Revision Briefs and Responses, ultimately resulting in a final Response conforming to your various Creative and Revision Briefs (the "Final Product").

ColoCrossing does not have a duty to and does not generally screen or edit content, but we reserve the right to refuse Service, monitor or to remove, without notice, any content for projects which, in our sole discretion, are deemed illegal, misleading, or obscene, or are otherwise in breach of these TOU.

### **Artwork Rights**

Subject to your compliance with these TOU, you shall own the Final Product. You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and we expressly reserve all right, title and interest in and to the same. We retain the rights to all artwork concepts and other content not selected by you.

You acknowledge that your ownership rights under this agreement are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under this agreement.

We do not guarantee that your logo or tagline will not have similarities to those designed by us for our other customers. Apart from your logo or tagline as a whole, you obtain no right or claim of any kind to any individual design element or elements of the logo or tagline and we reserve the right to use one or more of the design elements in other projects for other customers.

You hereby acknowledge that ColoCrossing shall have no obligation or duty to perform trademark, service mark or copyright clearance searches, inquiries, or the like, in order to validate the propriety or legality of the Final Product. Moreover, you acknowledge that ColoCrossing shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection, including, without limitation, trademark or copyright registration, for the Final Product, nor shall ColoCrossing be responsible for assisting you in any way in your attempt to perfect your rights in or to the Final Product. It is solely your responsibility to determine if the logo or tagline is suitable and appropriate for your use and to obtain the advice of an attorney or other suitable professional regarding whether or not the logo or tagline is legally available for your use and/or infringes the rights



of any third party. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product.

### 3. Your Obligations.

#### 1. **Materials Provided by You.**

In connection with your use of the Site and the purchase of Services made available through the Site, you may provide us with text, images, photographs, graphics, sound, video and other information (“User Content”). You may also have the ability to view, post, publish, share, store or manage User Content via the Site or the Services. All such comments and postings are public, not private, communications.

You warrant and represent that you have all necessary right to provide User Content and that User Content shall not and does not violate the intellectual property rights or any other rights of any third party. You grant us a worldwide, royalty-free and non-exclusive license (including moral rights) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display User Content in order to provide products and Services to you or in connection with your use of our Site and Services.

You acknowledge and hereby grant to ColoCrossing a royalty-free, irrevocable, non-exclusive, perpetual, worldwide right (including any moral rights) to use User Content, Creative and Revision Briefs, individual Responses provided to you, and Final Product for internal and archival purposes, and in order to display and promote the Service in any form, media, or technology now known or later developed.

You agree to back-up all of your User Content so that you can access and use it when needed. ColoCrossing does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold ColoCrossing and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our use of User Content.

#### 2. **Responses, Creative Briefs, Revision Cycles.**

You are solely responsible for timely preparing and posting detailed descriptions of each of your Creative Briefs to the Site, including providing samples illustrating your Creative Brief and any relevant deadlines.

When we provide you with a Response, you are responsible for timely reviewing it. If you fail to promptly inform us that the Response is not reasonably responsive to the Creative Brief, you will be deemed to have accepted the Response. If you notify us that you think a Response is not reasonably responsive to the related Creative Brief, you shall then submit a Revision Brief containing information regarding amendments or modification to be made to the initial Response. After you provide us with a Revision Brief, we will provide you with a subsequent Response that conforms to the additional criteria you requested. ColoCrossing is not responsible for the content of Responses to the extent that they are prepared to conform to your Creative or Revision Briefs.

Revision cycles consist of additional compositions that incorporate changes you request in a Revision Brief. The number of revision cycles available to you is determined by the logo design package you have purchased. The purpose of the revision process is to create Responses that move your project forward in the specific direction you have determined. You may request significant changes in the first and second cycles, and the Responses generated might be quite different in nature from the original composition you selected. For logo design packages with more than two revision cycles, by the third revision request, your requests shall be modifications of the current composition only. Revision requests that depart from the then-current composition will be honored and completed in a timely manner, however; we reserve the right to charge additional fees for each such Revision. No revision work, which requires payment, will be started without your authorization.

You agree to provide timely responses to any status notifications that we send to you. You shall have 30 days to respond to each Response sent to you. If after 30 days you have failed to respond, ColoCrossing will assume that your project is complete and the project shall be deemed completed. At such time, ColoCrossing will have no further obligation to you, and you will pay us pursuant to the provisions of this agreement. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to terminate your access to all or a portion of the Service, at any time, with or without notice.

#### **4. Your Account, Password and Security.**

In order to transact a purchase on the Site you must first complete our registration process where you will provide us with your billing and contact information (“Your Account”). You agree to provide and maintain accurate, current and complete Your Account information about you, and any entity on whose behalf you order products or services.

You are responsible for maintaining the confidentiality of Your Account and are responsible for all activities that occur and orders that are placed under Your Account. You will immediately notify us of any unauthorized use of Your Account or any other breach of security, and ensure that you exit from Your Account at the end of each session. We may suspend or terminate Your Account upon notice to you in the event that we reasonably determine that Your Account has been involved in a violation of this Agreement. You will cooperate with us with respect to investigations by us of any suspected or alleged violation of this Agreement and any action undertaken by us to enforce this Agreement. You will be liable for the losses incurred by us or others due to any unauthorized use of Your Account. ColoCrossing will not be liable for any loss or damage arising from your failure to comply with this section.

#### **5. Fees and Payments**

You agree to pay any and all fees and payments due for Services purchased at this Site at the time they are ordered. All fees and payments due are in U.S. dollars and are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term.

Unless otherwise stated, you may pay for Services by providing a valid credit card or ACH if available. You acknowledge and agree that it is your sole responsibility to modify and maintain Your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring that your credit

card or ACH information is current and valid. Failure to do so may result in the interruption or loss of Services. ColoCrossing will not be liable to you or any third party regarding these Services loss or interruptions. You must notify us of any billing problems or discrepancies within fifteen (15) days after they first appear on your credit card or bank account statement otherwise you waive any right to dispute any such discrepancy.

You acknowledge that ColoCrossing may use the services of a third party to automatically update your credit card expiration date. These recurring billing or account updating programs "Billing Programs" are supported by your credit card provider (and are ultimately dependent on your bank's participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing payment method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us.

If we are unable to charge your credit card or bank account for the full amount owed for the Services provided or if we incur a chargeback for any fee we previously charged to your credit card, you acknowledge that we may pursue all available lawful remedies in order to obtain payment including, immediate cancellation without notice to you of any Services registered or renewed on your behalf. If a Service is offered with a special promotion price or period offered by us, you agree that all subsequent periods after the initial promotion period, will be billed at the then stated list price for the service.

Late Fees and Penalties. We reserve the right to charge late fees of, e.g. 1% per month (18%, annually) or 6% of the amount due plus \$10 per month for amounts not timely paid. Customer will be responsible for all reasonable expenses (including collection and reasonable attorneys' fees) incurred by us in collecting such amounts.

## 6. Intellectual Property.

You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided herein without our prior written permission. Except as noted otherwise in the text of the Site, the trademarks, logos, service marks, text, images and all other copyrightable materials displayed on the Site and available for use with the products or services constitute intellectual property owned by ColoCrossing and its affiliates and/or licensors (the "Content"). Nothing herein grants you any license or right, by implication, estoppel or otherwise, to use any Content without our prior written permission. Unauthorized use of the Content or any other content on the Site is strictly prohibited. You acknowledge that Content is being provided merely as a convenience and accommodation to you on an "AS IS" basis without warranty of any kind.

## 7. Termination

1. ColoCrossing reserves the right to immediately terminate the Service for reasonable cause, including but limited to (i) non-payment to us; (ii) failure to meet our credit requirements; (iii) non-compliance with any of the provisions of this Agreement; (iv) requests by law enforcement or other government agencies; (v) we cease to offer the Service; (vi) our inability to verify or authenticate any information you provide to us; or (vii) we conclude in our sole discretion that your use of or access to the Service may result in liability to us. In the event of default by you, any and all payments required to be made to us by you shall be due and payable immediately.

Termination of this Agreement shall not relieve you from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

## 2. Refunds

If you are not satisfied with the initial design Responses provided by ColoCrossing, at this point you have 2 options, option 1 is to request a re-design, this means a project coordinator will contact you to discuss a new creative direction based on your initial concepts. A new group of designers will create a brand new set of logo designs or slogans, Option 2 is you can request a full refund. You may request a refund by completing the Refund Request form, which will be provided to you upon request. Upon timely receipt of the completed form, ColoCrossing will refund the total payment made by you on the logo design package purchased. However, you shall forfeit the right to the refund outlined below if you request additional revisions (1 or more design changes regardless of the complexity) or modifications to any of the initial concepts. You shall also forfeit the right to a refund if you do not respond in a timely manner to a status notification from us, as described above. There are no refunds for any rush service charges. 24 hour design fees and 24 hour rush changes are non-refundable. No refund is available for design firms or for those who order our design services on behalf of another entity.

Our Platinum logo design package is nonrefundable whether or not you requested alterations.

All refunds are issued within thirty business days from the day that the cancellation was requested. You agree that your acceptance of the refund shall constitute your sole and exclusive remedy with respect to related Responses. Additionally, you acknowledge that you will have no right (express or implied) to use any Response or other work product, content, or media, nor will you have any ownership interest in or to the same.

All sections of this Agreement which, by their nature, shall survive termination, shall survive including payment, indemnity and the disclaimers of warranty and limitations of liability.

## 8. Warranty

The Service, including all logos and taglines, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. ColoCrossing makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, or reliability of any information or other material (including, without limitation, any Creative Brief, or Responses) that are communicated through, or posted to, the Service, nor does ColoCrossing endorse any opinions expressed by any user of the Site. Without limiting the foregoing, ColoCrossing makes no representations, warranties or covenants regarding the validity of the rights to Responses granted pursuant to these TOU. You acknowledge that any reliance on information or other material, including, without limitation, any information related to your project, communicated through the Service, or posted to the Site, will be at your own risk. Without limiting the foregoing, you agree and acknowledge that you use each Response at your own risk and that you are responsible for taking any actions you deem reasonable to determine whether your use of a Response will infringe any statutory or third-party intellectual property, privacy or publicity rights. ColoCrossing shall not be responsible for any use of photos that are not royalty free. It is the Customer's responsibility to purchase and pay for all rights to use any photos, images, graphics, icons, logos, and/or designs for any designs created by ColoCrossing.

# Fax to Email

## 1. Purpose, Acceptance of Terms.

This End User License Agreement, together with all other documents and policies referenced herein, is a legal agreement (“Agreement”) between HostPapa, Inc. (“ColoCrossing,” “we,” or “our”) and the customer purchasing ColoCrossing's fax-to-email services (the “Services”), together with any company or other business entity you are representing, if any (“you” or “your”).

ColoCrossing's Universal Terms of Use and Privacy Policy, available at <https://www.colocrossing.com> and the documents and policies referred to herein are incorporated by reference into and made a part of this Agreement, unless they are expressly modified below. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU CANNOT PURCHASE OR USE THE SERVICES.**

The Services are offered to you conditioned upon your acceptance without modification of this Agreement. ColoCrossing may update or change, augment or enhance this Agreement or the Services without notice to you. By signing up for the Services and accepting this Agreement you agree to be bound by these modifications. If you do not agree to the changes your sole and exclusive remedy is to cancel your subscription to the Services.

## 2. Description of the Fax-to-Email Services and Terms of Use.

The Fax-to-Email Services includes: (i) use of a toll-free telephone number that provides for the delivery of faxes to email in the volumes described below in our Fair Usage Policy; and (ii) outbound faxing from the online Fax Management Interface.

### *Toll-Free Services Usage.*

As a Toll-Free End-User, you will receive a toll-free fax number from which you may receive faxes. You will be charged a monthly usage fee based on the combined number of fax pages sent and received according to your subscribed plan. Our current usage fee is set forth on the website you used to select and purchase the Service. Additional pages both sent and received above your subscribed plan's monthly allotment will be charged per page at the overage rate displayed on our website <https://www.colocrossing.com>. You will have the option to send faxes via the online fax management interface and to subscribe for additional services at <https://www.colocrossing.com> subject to the terms and conditions of this Agreement

### *Storage of Faxes.*

While you receive Services, we will store fax messages sent and or received through your Fax-to-Email online interface for a period of 30 days, measured from the date of receipt of each fax. These faxes are accessible through the online Fax Management Interface. You acknowledge that we may change our practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that faxed messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on our servers on your behalf, at any time. You further agree that ColoCrossing has no responsibility or liability whatsoever for the deletion or failure to store any fax messages and/or other communications maintained or transmitted by the Services.

## 3. Our Privacy Policy.

ColoCrossing is dedicated to establishing trusting relationships with its customers, based on respect for personal identity and information. If we decide to change our privacy practices, we will post those

changes in our Privacy Policy, and other places we deem appropriate, so our customers are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the Privacy Policy under which the information was collected.

#### **4. End-User Responsibilities.**

You are fully responsible for the contents of your transmissions through the Services. ColoCrossing simply acts as a passive conduit for you to send and receive information of your own choosing. However, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in its sole discretion if we believe you or your information may create liability for ColoCrossing, compromise or disrupt the Services for you or other customers, or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

Your use of the Services is subject to all applicable local, state, or national United States laws and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination and false advertising). You agree: (1) to comply with all laws regarding the transmission of technical data exported from any country through the Services; (2) not to use the Services for illegal purposes; (3) not to interfere or disrupt networks connected to the Services; (4) to comply with all regulations, policies and procedures of networks connected to the Services; (5) not to use the Services to infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, or Federal United States law or regulation, the applicable laws or regulations of any country, or international law. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not use or reference the Services for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process, and further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another End-User's use and enjoyment of the Services or another entity's use and enjoyment of similar services.

You further agree not to use our services to store (1) any "protected health information" if you are a "covered entity" or a "business associate" of a "covered entity" (as such terms are defined in 45 CFR s. 160.103), or (2) any other type of information that imposes independent obligations upon ColoCrossing or any affiliated company or person.

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services; (b) be responsible for all charges resulting from use of the Services, including unauthorized use prior to your notifying us of such use and taking steps to prevent its further occurrence.

#### **5. Unsolicited Fax Advertisement/Spam Drop-Box Policy.**

Unsolicited Fax Advertisement Policy. The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited. If you believe that you are in receipt of an unsolicited fax advertisement, we ask that you take the following two steps:

- If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- Please forward the spam fax by email to support@colocrossing.com to file a complaint with us by inserting the required information (fax number received from and date received) and including a copy of the offending fax.

You hereby acknowledge and agree that ColoCrossing, as owner of all Fax-to-Email Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to us. Because our Fax-to-Email Numbers may be reassigned to other customers in the event your account is canceled, and to ensure the best possible Services for all customers, you are not permitted to "opt in" to receive spam faxes on your Fax-to-Email Number.

Spam Drop-Box Policy. ColoCrossing does not permit its End-Users to use their Fax-to-Email Number as a "drop box" for responses to email or fax spam offers. If you believe you are in receipt of email or fax spam that uses a Fax-to-Email Number as a "drop-box" for responses, we ask that you take the following steps:

- If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, please do so.
- If you are unable to successfully "unsubscribe," please forward the offending email support@colocrossing.com. We will investigate your complaint and determine if the fax/voicemail number referenced in the spam email or spam fax is a Fax-to-Email Number. If it is, we will attempt to contact the customer and, if necessary and appropriate, terminate their Fax-to-Email Service.

## **6. Termination.**

You may terminate the Services at any time, for any reason, provided that (i) you will not receive a refund for any Services paid in advance, and (ii) any such notice by you to ColoCrossing must be in accordance with our verification procedures, as such procedures may be established and changed by us from time to time in our sole discretion, and which may include the requirement that you contact us by phone to confirm that any such notice was in fact sent by you. ColoCrossing also reserves the right to terminate or suspend your Services without prior notice, provided that we will attempt to confirm such termination or suspension by subsequent notice.

## **7. End-User Representations.**

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of the Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

## **8. Modifications to End-User Agreement.**

ColoCrossing may automatically amend this Agreement at any time by (a) posting a revised Fax-to-Email End-User Agreement on its Website, and/or (b) sending information regarding the amendment to the email address you provide to us.

**YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING OUR WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.**

This Agreement may not be amended by you except in writing signed by both Parties.

#### **9. Modifications to the Services.**

ColoCrossing reserves the right to modify or discontinue any of the Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

#### **10. Member Account, PIN, and Security.**

As part of the registration process, you will be required to provide an email address and select a password. Once you become a registered user, your Fax-to-Email Number will be automatically sent to you by email and accessed through the Fax-to-Email administrative control panel. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

#### **11. Disclaimer of Warranties and Limitation of Liability.**

**ColoCrossing DOES NOT WARRANT THAT THE SERVICES WILL BE FREE OF ERRORS, BE UNINTERRUPTED, OR WILL MEET YOUR REQUIREMENTS. THE SERVICES PROVIDED ARE ON AN AS-IS BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY TEMPORARY DELAY, OUTAGE, OR INTERRUPTION OF THE SERVICES, AND YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. ALL SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE DEEMED ACCEPTED WHEN DELIVERED.**

**YOUR USE OF THE FAX-TO-EMAIL AND ALL OF OUR OTHER SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING ColoCrossing'S SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM THE FAX-TO-EMAIL SERVICE. YOU AGREE THAT NEITHER ColoCrossing NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY THIRD PARTY, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY AND OUR LICENSORS AND SERVICE PROVIDERS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF**



THE FAX-TO-EMAIL SERVICES AND ANY OF OUR OTHER SERVICES AND SOFTWARE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S. \$100.00.

NEITHER ColoCrossing NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF OUR OR ANY SUCH LICENSOR'S OR SERVICE PROVIDER'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICES TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING A JOINT VENTURE, PARTNERSHIP, AGENCY, EMPLOYMENT, FRANCHISE, OR OTHER RELATIONSHIP BETWEEN YOU AND ColoCrossing. ALSO, NEITHER PARTY TO THIS AGREEMENT SHALL HAVE THE RIGHT, POWER OR AUTHORITY TO CREATE ANY OBLIGATIONS OR DUTY, EXPRESS OR IMPLIED, ON BEHALF OF THE OTHER. YOU ACKNOWLEDGE THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND WITHOUT SUCH LIMITATIONS ColoCrossing WOULD NOT ENTER INTO THIS AGREEMENT.

## 12. Charges.

You agree to pay all charges for your use of the Services at the prices then in effect for your country of residence. ColoCrossing reserves the right to charge value-added, sales or other taxes on the Services as it deems appropriate and reserves the right to change prices or institute new charges for access to or use of the Fax-to-Email service. All changes will be posted at our Website and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of, or non-termination of the Services after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

Payment of your Services balance is due monthly.

Charges are to be paid on a monthly basis in the currency in which you were charged or billed. If your payment method is credit card and payment is not received by us from the card issuer or its agents, you agree to pay all amounts due upon demand by us. Each time you use the Services, or allow or cause the Services to be used, you agree and reaffirm that ColoCrossing is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with the Fax-to-Email service, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that ColoCrossing may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

Your activation fee and monthly service fees are payable in advance and are **COMPLETELY NON-REFUNDABLE**. You agree that ColoCrossing may submit charges for your monthly service fee each month, without further authorization from you, until you provide prior written notice (in accordance with our verification procedures, as may be established by us from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not

affect charges submitted before we reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact us within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by us in accordance with this Agreement.

You must promptly notify us in writing of changes to: (a) the account number or expiration date of your designated card; (b) your billing address; and (c) the name of each minor whom you have authorized to use your Services. You must also promptly notify us if your card is canceled (e.g., for loss or theft).

### **13. Payment.**

ColoCrossing reserves the right to suspend or terminate your Services without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to us when we believe you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available.

### **14. Ownership.**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by ColoCrossing and/or its licensors and service providers except where expressly stated otherwise.

**YOU FURTHER UNDERSTAND AND AGREE THAT YOU ARE NOT THE OWNER OF ANY FAX-TO-EMAIL NUMBER ASSIGNED TO YOU BY ColoCrossing. OWNERSHIP OF ANY SUCH FAX-TO-EMAIL NUMBER IS VESTED SOLELY IN ColoCrossing (WHICH WILL ASSIGN SUCH NUMBER TO YOU FOR YOUR USE DURING THE TERM OF THIS AGREEMENT). YOU UNDERSTAND AND AGREE THAT FOLLOWING THE TERMINATION OF YOUR SERVICES FOR ANY REASON, SUCH FAX-TO-EMAIL NUMBER MAY BE RE-ASSIGNED IMMEDIATELY TO ANOTHER CUSTOMER, AND YOU AGREE THAT ColoCrossing WILL NOT BE LIABLE FOR DAMAGES (INCLUDING THIRD PARTY, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF ANY SUCH REASSIGNMENT, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**YOU FURTHER UNDERSTAND AND AGREE THAT ColoCrossing MAY FROM TIME TO TIME NEED TO CHANGE THE FAX-TO-EMAIL NUMBER ASSIGNED TO YOU (WHETHER DUE TO AN AREA CODE SPLIT OR ANY OTHER REASON WHETHER OUTSIDE OR WITHIN OUR CONTROL). YOU AGREE THAT WE WILL NOT BE LIABLE FOR DAMAGES (INCLUDING THIRD PARTY, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF ANY SUCH CHANGE IN THE FAX-TO-EMAIL NUMBER ASSIGNED TO YOU, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH CHANGE, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN PARTICULAR, YOU AGREE THAT YOU ARE NOT AUTHORIZED TO CHARGE SERVICES PROVIDED TO YOU OR AT YOUR REQUEST TO THE FAX-TO-EMAIL NUMBER ASSIGNED TO YOU BY US AND THAT YOU WILL NOT REQUEST OR OTHERWISE CAUSE ANY THIRD-PARTY SERVICES PROVIDER TO CHARGE ANY SUCH SERVICES TO SUCH NUMBER. ANY SUCH CHARGES WILL GIVE US THE RIGHT TO IMMEDIATELY TERMINATE YOUR SERVICES WITHOUT NOTICE.**

## **15. Indemnification.**

You agree to indemnify, defend by counsel reasonably accepted by us, and protect and hold ColoCrossing, its affiliates and agents harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, judgments, etc., directly or indirectly, arising out of or related to the Services and this Agreement, including any violation of this Agreement by you or any other person using your account, any claim of libel, defamation, violation of rights of privacy or publicity, any loss of service by other customers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations, including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited faxes.

## **16. Fax-to-Email Services are NOT for Resale.**

Your right to use the Services is personal to you. You may be either an individual, a corporation, or business entity, but you agree not to resell the Services in anyway.

## **17. Miscellaneous.**

Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

This Agreement may be modified occasionally in order to reflect the dynamic nature of the Internet as well as the contracts Registration Services Provider has with Registrar, ICANN and the Registry Operator. You will be notified of such modifications if they are material to this Agreement or the Service. Your continued use of the Services after such notification will constitute your acceptance of these modifications. If you do not agree to any of such changes, your sole and exclusive remedy is to cancel your subscription to the Services and to have your domain name registration transferred to a different domain name registrar.

This agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict or choice of law provisions. Any legal action or proceeding relating to this agreement or the provision of the Services shall be brought in the state or federal courts located in Minnesota. You hereby submit to the jurisdiction of and agree that venue is proper in those courts in any such legal action or proceeding.

## **17. Our contact information:**

ColoCrossing can be contacted, as follows:

Address:

ColoCrossing

5063 North Service Road

Suite 102

Burlington, ON L7L 5H6 Canada

Phone: 1-800-518-9716

Customer Service Hours: 9am - 9pm, EST (7 days a week)

Technical Support: Available 24/7

# Online Storage & Backup

## 1. Purpose, Acceptance of Terms

These Online Storage & Backup terms and conditions, together with all other documents and policies referenced herein, is a legal agreement ("Agreement") between Hostopia Canada, Corp., a subsidiary of Hostpapa, Inc. ("ColoCrossing") and you, the customer, purchasing Online Storage & Backup services (the "Services"), together with any company or other business entity you are representing, if any ("you").

The Universal Terms of Use, Copyright Infringement Policy, Acceptable Use Policy and Privacy Policy, available at <https://www.colocrossing.com> any applicable purchase orders, and the documents and policies referred to herein are incorporated by reference into and made a part of this Agreement, unless they are expressly modified below. Unless otherwise stated, capitalized terms used herein have the meaning ascribed to them in the Universal Terms of Use and purchase order, if any.

## 2. Grant of License/Restrictions

ColoCrossing grants you a non-exclusive, non-transferable, non-assignable limited license to use and access the Services in your normal course of business. You may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer the Services or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Services.

## 3. Your Content

You grant ColoCrossing a worldwide right to use, host, store, service, reproduce, modify, communicate, and publish all content uploaded to the Services by you only as is necessary for ColoCrossing to perform its duties under this Agreement (as defined below). ColoCrossing agrees that all of your uploaded content and documents ("Content") is provided to ColoCrossing by you solely to enable ColoCrossing to provide services, including accessing and viewing your Content as directed by you or your users in order to provide technical support to you and that Content will only be used for that purpose and will only be accessed by those ColoCrossing employees and its affiliates who have a need to access your Content in order to provide the services. You shall retain all title and ownership of any intellectual property rights you hold in your Content. You are responsible for ensuring that you have all of the necessary rights in any Content and that the Content does not infringe on the rights of any copyright owners, violate any applicable laws or violate the terms of any license or agreement. Upon receipt of adequate notice under the Digital Millennium Copyright Act (17 U.S.C.A. § 512), ColoCrossing reserves the right to delete or disable any Content alleged to infringe on the intellectual property rights of any third party.

## 4. Termination

ColoCrossing reserves the right to refuse Services to anyone and to terminate existing Services with 14 days advance notice for any or no reason; and without advance notice if you violate this or any other Agreement, policy or terms of use. You have the right to terminate the Services at any time with written notice sent by mail to the address below or by **contacting us here 1-800-518-9716**. Both parties agree that there will be no monetary compensation or refund, prorated or otherwise, for terminated services regardless of the reason. You must remove your Content from the Online Storage & Backup site prior to

terminating the Services. ColoCrossing reserves the right to delete your Content without notice should you violate the Agreement or fail to pay for the Services.

#### **5. Lawful Use of Internet**

You agree to use the Internet and the Services in accordance with these terms of use, our Universal Terms of Use, Acceptable Use Policy and any other applicable terms together with any applicable federal, state and local laws, rules and regulations.

#### **6. Security and Integrity of Information**

Although we implement the industry standard technology for information protection, there is no guarantee that the information on the Internet is absolutely secured or may never be destroyed. You agree to hold us harmless in cases of loss of information or loss of privacy.

#### **7. ColoCrossing can be contacted, as follows:**

Address:

Attn: Online Storage & Backups

ColoCrossing

5063 North Service Road

Suite 102

Burlington, ON L7L 5H6 Canada

Phone: 1-800-518-9716

Customer Service / Technical Support available 24/7

## DATA PROCESSING ADDENDUM (CUSTOMERS)

This Data Processing Addendum (“Addendum”) is executed by and between HostPapa Inc., and you (“Customer”) and is annexed to and supplements our Terms of Service, Privacy Policy, and any and all agreements governing our Covered Services (collectively, the “Terms of Service”).

### 1. Definitions

“Covered Services” any hosted services we offer you that could involve our Processing of Personal Data.

“Customer Data” means the Personal Data of any Data Subject Processed by HostPapa within the HostPapa Network on behalf of Customer pursuant to or in connection with the Terms of Service.

“Data Controller” means Customer, as the entity which determines the purposes and means of the Processing of Personal Data.

“Data Processor” means HostPapa, as the entity which Processes Personal Data on behalf of the Data Controller.

“Data Protection Laws” means all laws and regulations, including laws and regulations of the European Union, applicable to the Processing of Personal Data under the Addendum.

“Data Subject” means the natural person to whom Personal Data relates.

“EEA” means the European Economic Area.

“HostPapa Network” means HostPapa’s data centre facilities, servers, networking equipment, and host software systems that are within HostPapa’s control and are used to provide the Covered Services.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Processing” means any operation or set of operations which is performed upon Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination,

restriction, erasure or destruction. “Process”, “processes”, and “processed” will be interpreted accordingly. Details of the Processing are set forth in Annex 1.

“Security Incident” is either (a) a breach of HostPapa’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Customer Data; or (b) any unauthorized access to HostPapa equipment or facilities, where in either case such access results in destruction, loss, unauthorized disclosure, or alteration of Customer Data.

“Security Standards” means the security standards attached to this Addendum as Annex 2.

“Standard Contractual Clauses” means Annex 3, attached to and forming part of this Addendum pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the Directive.

“Sub-processor” means any Data Processor engaged by Processor to Process data on behalf of Data Controller.

## **2. Data Processing**

### **2.1 Scope and Roles**

This Addendum applies when Customer Data is processed by HostPapa. In this context, HostPapa will act as the Data Processor on behalf of Customer as the Data Controller with respect to Customer Data.

### **2.2 Details of Data Processing**

The subject matter of processing of Customer Data by HostPapa is the performance of the Covered Services pursuant to the Terms of Service and product-specific agreements. HostPapa shall only Process Customer Data on behalf of and in accordance with Customer’s documented instructions for the following purposes:

- Processing in accordance with the Terms of Service or applicable product-specific agreement;
- Processing initiated by end users in their use of the Covered Services;
- Processing to comply with other documented, reasonable instructions provided by Customers (e.g., via email) where such instructions are consistent with the terms of the Addendum.



Notwithstanding this, HostPapa shall not be required to comply with or observe Customer's instructions if such instructions would violate the EU General Data Protection Regulation 2016/679 ("GDPR") or any other applicable data privacy laws.

The duration of the Processing, the nature and purpose of the Processing, the types of personal data and categories of Data Subjects Processed under this Addendum are further specified in Annex 1 ("Details of the Processing") to this Addendum.

### **3. Confidentiality of Customer Data**

HostPapa will not disclose Customer Data to any government or any other third party, except as necessary to comply with the law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If a law enforcement agency sends HostPapa a demand for Customer Data, HostPapa will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, HostPapa may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then HostPapa will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless HostPapa is legally prohibited from doing so.

### **4. Security**

HostPapa has implemented and will maintain the technical and organisational measures for the HostPapa Network as described herein this Section and as further described in Annex 2 to this Addendum, Security Standards. In particular, HostPapa has implemented and will maintain the following technical and organizational measures that address:

1. The security of the HostPapa Network;
2. The physical security of the facilities;
3. The controls around employee and contractor access to the HostPapa Network and HostPapa's facilities; and,
4. The processes for testing, assessing, and evaluating the effectiveness of technical and organisational measures implemented by HostPapa.

HostPapa makes available a number of security features and functionalities that Customer may elect to use in relation to the Covered Services. Customer is responsible for:

1. Properly configuring the Covered Services.
2. Using the controls available in connection with the Covered Services (including the security controls) to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.

3. Using the controls available in connection with the Covered Services (including the security controls) to allow Customer to restore the availability and access to Customer Data in a timely manner in the event of a physical or technical incident (e.g., backups and routine archiving of Customer Data).
4. Taking such steps as Customer considers adequate to maintain appropriate security, protection, and deletion of Customer Data, which includes use of encryption technology to protect Customer Data from unauthorized access and measures to control access rights to Customer Data.

## 5. Data Subject Rights

Taking into account the nature of the Covered Services, HostPapa offers Customer certain services that Customer may elect to use to retrieve, correct, delete, or restrict use and sharing of Customer Data as described in the Covered Services. Customer may request these services as technical and organisational measures to assist it in connection with its obligations under applicable privacy laws, including its obligations relating to responding to requests from Data Subjects.

As commercially reasonable, and to the extent lawfully required or permitted, HostPapa shall promptly notify Customer if HostPapa directly receives a request from a Data Subject to exercise such rights under any applicable data privacy laws (“Data Subject Request”). In addition, where Customer’s use of the Covered Services limits its ability to address a Data Subject Request, HostPapa may, where legally permitted and appropriate and upon Customer’s specific request, provide commercially reasonable assistance in addressing the request, at Customer’s cost (if any).

## 6. Sub-processing

### 6.1 Authorized Sub-processors

Customer agrees that HostPapa may use Sub-processors to fulfil its contractual obligations under its Terms of Service and this Addendum or to provide certain services on its behalf, such as providing support services. Customer hereby consents to HostPapa’s use of Sub-processors as described in this Section. Except as set forth in this Section or as otherwise explicitly authorized by you, HostPapa will not permit any other sub-processing activities.

### 6.2 Sub-processor Obligations

Where HostPapa uses any authorized Sub-processor as described in “Authorized Sub-processors”, above:

1. HostPapa will restrict the Sub-processor’s access to Customer Data only to what is necessary to maintain the Covered Services or to provide the Covered Services to Customer and any end

users in accordance with the Covered Services. HostPapa will prohibit the Sub-processor from accessing Customer Data for any other purpose.

2. HostPapa will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor is performing the same data processing services that are being provided by HostPapa under this Addendum, HostPapa will impose on the Sub-processor the same contractual obligations that HostPapa has under this Addendum.
3. HostPapa will remain responsible for its compliance with the obligations of this Addendum and for any acts or omissions of the Sub-processor that cause HostPapa to breach any of HostPapa's obligations under this Addendum.

### **6.3 New Sub-processors**

From time to time, HostPapa may engage new Sub-processors under and subject to the terms of this Addendum. Where possible, HostPapa will provide 60 days advance notice via email prior to any new Sub-processor obtaining any Customer Data. If you do not approve of a new Sub-processor, then you may terminate any Covered Services without penalty by providing, within 10 days or receipt of notice from us, written notice of termination that includes an explanation of the reasons for your non-approval. If the Covered Services are part of a bundle or bundled purchase, then any termination will apply to its entirety.

## **7. Security Breach Notification**

### **7.1 Security Incident**

If HostPapa becomes aware of a Security Incident, HostPapa will without undue delay:

- Notify Customer of the Security Incident; and,
- Take reasonable steps to mitigate the effects and to minimise any damage resulting from the Security Incident.

### **7.2 HostPapa Assistance**

To assist Customer in relation to any personal data breach notifications Customer is required to make under any applicable privacy laws, HostPapa will include in the notification under section Customer Rights/Independent Determination (below), such information about the Security Incident as HostPapa is reasonably able to disclose to Customer, taking into account the nature of the Covered Services, the information available to HostPapa, and any restrictions on disclosing the information, such as confidentiality.

### **7.3 Failed Security Incidents**

Customer agrees that:

- A failed Security Incident will not be subject to the terms of this Addendum. A failed Security Incident is one that results in no unauthorized access to Customer Data or to any of HostPapa's Network, equipment, or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and,
- HostPapa's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by HostPapa of any fault or liability of HostPapa with respect to the Security Incident.

## **7.4 Communication**

Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means HostPapa selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the HostPapa management console and secure transmission at all times.

## **8. Customer Rights**

### **8.1 Independent Determination**

Customer is responsible for reviewing the information made available by HostPapa relating to data security and its Security Standards and making an independent determination as to whether the Covered Services meets Customer's requirements and legal obligations as well as Customer's obligations under this Addendum. The information made available is intended to assist Customer in complying with Customer's obligations under applicable privacy laws, including the GDPR, in respect of data protection impact assessments and prior consultation.

### **8.2 Customer Audit Rights**

Customer has the right to confirm HostPapa's compliance with this Addendum as applicable to the Covered Services, including specifically HostPapa's compliance with its Security Standards, by exercising a reasonable right to conduct an audit or inspection, including under the Standard Contractual Clauses if they apply, by making a specific request of HostPapa in writing to the address set forth in its Terms of Service. If HostPapa declines to follow any instruction requested by Customer regarding a properly requested and scoped audit or inspection, Customer is entitled to terminate this Addendum and the Terms of Service. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. This Section will also apply insofar as HostPapa carries out the control of Sub-processors on behalf of Customer.

## 9. Transfers of Personal Data

### 9.1 Canada-Based Processing

Except where specifically noted in the Terms of Service, Customer Data will be transferred outside the EEA and processed in Canada, where that data is regulated by the Personal Information Protection and Electronic Documents Act (PIPEDA). Canada has been recognized by the EU as providing adequate data protection (as per article 45 of Regulation (EU) 2016/679), which allows personal information of EU residents to be freely transferred to Canada.

As HostPapa works with a number of US-based partners, we also transfer (in accordance with Article 45 of the GDPR) personal information to companies that have certified their compliance with the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks.

### 9.2 Application of Standard Contractual Clauses

The Standard Contractual Clauses will apply to Customer Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognised by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR). The Standard Contractual Clauses will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses will not apply where the data is transferred in accordance with a recognised compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA, such as Canada's PIPEDA regulations and also the EU-US and Swiss-U.S Privacy Shield Frameworks.

## 10. Termination of the Addendum

This Addendum will continue in force until the termination of our processing in accordance with the Terms of Service (the "Termination Date").

## 11. Return or Deletion of Customer Data

As described in the Covered Services, Customer may be provided a service by HostPapa that may be used to retrieve or delete Customer Data. Any deletion of Customer Data will be governed by the terms of the particular Covered Services.

## 12. Limitations of Liability

The liability of each party under this Addendum will be subject to the exclusions and limitations of liability set out in the Terms of Service. Customer agrees that any regulatory penalties incurred by HostPapa in relation to Customer Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this Addendum and any applicable privacy laws will count towards and reduce HostPapa's liability under the Terms of Service as if it were liability to Customer under the Terms of Service.

## 13. Entire Terms of Service; Conflict

This Addendum supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Customer and HostPapa, whether written or verbal, regarding the subject matter of this Addendum, including any data processing addenda entered into between HostPapa and Customer with regard to the processing of personal data and on the free movement of such data. Except as amended by this Addendum, the Terms of Service will remain in full force and effect. If there is a conflict between any other agreement between the parties including the Terms of Service and this Addendum, the terms of this Addendum will control.

## Annex 1 - Details of the Processing

1. Nature and Purpose of Processing. HostPapa will Process Personal Data as necessary to perform the Covered Services pursuant to the Terms of Service, product-specific agreements, and as further instructed by Customer throughout its use of the Covered Services.
2. Duration of Processing. Subject to Section 10 of this Addendum, HostPapa will Process Personal Data during the effective date of the Terms of Service, but will abide by the terms of this Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.
3. Categories of Data Subjects. Customer may upload Personal Data in the course of its use of the Covered Services, the extent to which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:
  - Prospects, customers, business partners, and vendors of Customer (who are natural persons).
  - Employees or contact persons of Customer's prospects, customers, business partners, and vendors.
  - Employees, agents, advisors, and freelancers of Customer (who are natural persons).
  - Customer's Users authorized by Customer to use the Covered Services.
4. Type of Personal Data. Customer may upload Personal Data in the course of its use of the Covered Services, the type of and extent to which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data of Data Subjects:
  - Name
  - Address
  - Telephone number
  - Date of birth
  - Email address
  - Other data collected that could directly or indirectly identify a Data Subject.

## Annex 2 - Security Standards

### I. Technical and Organizational Measures

We are committed to protecting our customers' information. Taking into account the best practices, the costs of implementation and the nature, scope, circumstances, and purposes of processing as well as the different likelihood of occurrence and severity of the risk to the rights and freedoms of natural persons we take the following technical and organizational measures. When selecting the measures the confidentiality, integrity, availability, and resilience of the systems are considered. A quick recovery after a physical or technical incident is guaranteed.

### II. Data Privacy Program

We regularly test, assess, and evaluate the effectiveness of the HostPapa Network and the security of our facilities.

#### 1. Confidentiality.

We use a variety of physical and logical measures to protect the confidentiality of its customers' personal data. Those measures include:

##### *Physical Security*

- Physical access control systems in place (badge access control, security event monitoring etc.).
- Surveillance systems including alarms and, as appropriate, CCTV monitoring.
- Clean desk policies and controls in place (locking of unattended computers, locked cabinets etc.).
- Visitor Access Management.
- Destruction of data on physical media and documents.

##### *Access Control & Prevention of Unauthorized Access*

- User access restrictions applied and role-based access permissions provided/reviewed based on segregation of duties principle.
- Strong authentication and authorization methods (multi-factor authentication, automatic deactivation/log-off etc.).
- Centralized password management and strong/complex password policies (minimum length, complexity of characters, expiration of passwords etc.).

##### *Security Testing*

- Regular network and vulnerability scans.

#### 2. Integrity

Appropriate change and log management controls are in place, in addition to access controls to be able to maintain the integrity of personal data such as:

### *Change & Release Management*

- Change and release management process including (impact analysis, approvals, testing, security reviews, staging, monitoring etc.).
- Role & Function based (Segregation of Duties) access provisioning on production environments.

### *Logging & Monitoring*

- Logging of access and changes on data.
- Centralized audit & security logs.

## **3. Availability**

“The availability of services and IT systems, IT applications, and IT network functions or of information is guaranteed, if the users are able to use them at all times as intended.”

We implement appropriate continuity and security measures to maintain the availability of its services and the data residing within those services:

- Extensive performance/availability monitoring and reporting for critical systems.
- Incident response programme.
- Critical data either replicated or backed up (Cloud Backups/Hard Disks/Database replication etc.).
- Planned software, infrastructure and security maintenance in place (Software updates, security patches etc.).
- Redundant and resilient systems.
- Use of uninterruptible power supplies, fail redundant hardware, and network systems.
- Alarm, security systems in place.
- Physical Protection measures in place for critical sites (surge protection, raised floors, cooling systems, fire and/or smoke detectors, fire suppression systems etc.).
- DDOS protection to maintain availability.
- Load & Stress Testing.
- Web application firewalls.

## **4. Data Processing Instructions**

We have established internal privacy policies and agreements to ensure personal data is processed in accordance with customers’ preferences and instructions.

- Privacy and confidentiality terms in place within employee and subcontractor contracts.
- Regular security audits.
- PCI compliance testing.



## Annex 3 - Standard Contractual Clauses (Processors)

**Note:** See Section 9.2 of the Addendum for applicability of these Standard Contractual Clauses.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as “Customer” in the Addendum  
(the “data exporter”)

and

HostPapa Inc.,

(the “data importer”)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### Clause 1 - Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## **Clause 2 - Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## **Clause 3 - Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6, Clause 7(2), and Clauses 8 to 11 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7(2), and Clauses 8 to 11, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7(2), and Clauses 8 to 11, in cases where both the data exporter and the data importer have

factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### **Clause 4 - Obligations of the data exporter**

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 7(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 10 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

#### **Clause 5 - Obligations of the data importer**

**Note:** Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorized access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(g) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(h) that the processing services by the sub-processor will be carried out in accordance with Clause 10;

(i) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

### **Clause 6 - Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the exclusive jurisdiction in which the data importer is established. For clarity, all disputes must be initiated in the courts in the province of Ontario in the country of Canada.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

### **Clause 7 - Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

### **Clause 8 - Governing Law**

The Clauses shall be governed by the law of the where the data importer is established. For clarity, the governed laws of Canada and Province of Ontario.

## **Clause 9 - Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **Clause 10 - Sub-processing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws where the data importer is established. For clarity, the governing laws of Canada and the province of Ontario.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## **Clause 11 - Obligation after the termination of personal data processing services**

1. The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

### **Appendix 1 to the Standard Contractual Clauses**

Data exporter: The data exporter is the entity identified as “Customer” in the Addendum

Data importer: The data importer is HostPapa Inc., a provider of hosted services.

Data subjects: The processing operations are defined in Section 1.3 and Annex 1 of the Addendum.

Categories of data: The processing operations are defined in Section 1.3 and Annex 1 of the Addendum.

Processing operations: The processing operations are defined in Section 1.3 and Annex 1 of the Addendum.

### **Appendix 2 to the Standard Contractual Clauses**

This Appendix forms part of the Clauses. By purchasing Covered Services from HostPapa, the Addendum and this Appendix 2 are deemed accepted and executed by and between the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organisational security measures implemented by the data importer are as described in the Addendum, specifically in Annex 2, which is incorporated and attached to it.