

Dynamo-Web User Agreement

Dynamo-Web.com is a Dynamoinfo Group Website.

This User Agreement (“Agreement”) is an agreement between Dynamoinfo Group, and the party set forth in the related Registration Form (“User” or “You” and “Your”) incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by User, the “Registration Form”), and applies to the purchase of all services ordered by User on the Registration Form (collectively, the “Services”).

As used in this document, the term “User” or “Users” includes any and all users, customers, subscribers, affiliates*, resellers or others who:

1. Sign up for, use or obtain services or products from Dynamoinfo Group or from any third party services or products that are offered by or obtained through or in connection with Dynamoinfo Group, or
2. Visit the Website of Dynamoinfo Group or of any such third party.

*Including without limitations customers or non-customers to whom Dynamoinfo Group provides links or banners to promote the services or products of Dynamoinfo Group or any third party (the services or products of which are offered by or obtained through or in connection with Dynamoinfo Group).

PLEASE READ THIS AGREEMENT CAREFULLY.

SIGNING UP FOR THE SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS USER AGREEMENT. YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING OUR ACCEPTABLE USE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

1. **Acceptable Use Policy**

Under this Agreement, User shall comply with Dynamoinfo Group’s then current Website Terms and Conditions of Use (“Terms”), as amended, modified or updated from time to time by Dynamoinfo Group, and other agreements which

currently can be viewed under the Terms of Service section of this Website (collectively, the “Terms of Service”), and which is incorporated in this Agreement by reference. User hereby acknowledges that it has reviewed the Terms and that the content of the Terms are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the Terms, the contents of the Terms shall govern. Dynamoinfo Group does not intend to systematically monitor the content that is submitted to, stored on or distributed or disseminated by User via the Service (the “User Content”). User Content includes content of User’s and/or users of User’s Website. Accordingly, under this Agreement, you will be responsible for your users content and activities on your Website. Notwithstanding anything to the contrary contained in this Agreement, Dynamoinfo Group may immediately take corrective action, including removal of all or a portion of the User Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by User of the Terms. In the event Dynamoinfo Group takes corrective action due to a violation of the Terms, Dynamoinfo Group shall not refund to User any fees paid in advance of such corrective action. User hereby agrees that Dynamoinfo Group shall have no liability to User or any of User’s users due to any corrective action that Dynamoinfo Group may take (including, without limitation, suspension, termination or disconnection of Services).

Dynamoinfo Group respects your right to privacy of your personal information. Please review our Privacy Policy for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

2. Period; Termination; Cancellation Policy

- a. The initial period of this Agreement shall be as set forth in the Registration Form (the “Initial Period”). The Initial Period shall begin upon commencement of the Services to User, and after the Initial Period, this Agreement shall continue for successive periods (or renewal period) of equal length as the Initial Period OR SUCH OTHER TERM AND PRICE THAT SHALL BE SET FORTH IN A NOTICE TO THE CUSTOMER AT LEAST 24 hours PRIOR TO the commencement of such successive period or RENEWAL period. ADDITIONALLY AFTER THE INITIAL TERM, YOU ACKNOWLEDGE, AGREE AND AUTHORIZE US TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE or renewal PERIODS, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION. The Initial Period and all successive renewal periods shall be referred to, collectively, as the “Period.”

- b. This Agreement may be terminated or cancelled:
 - i. at any time by either party (Including by you, if you receive notice of an amendment to this Agreement) by giving the other party thirty (30) days prior written notice, provided that we may charge you a minimum \$35.00 charge as an early cancellation fee.

If an account with a thirty (30) day money-back guarantee is purchased and cancelled within thirty (30) days of sign-up, the User will, upon request, receive a full refund of all hosting fees. Requests for these refunds should be made through our Support Team. Refunds made for a thirty (30) day money-back guarantee will not include setup fees, nor will they include any fees for additional services that are purchased in the first thirty (30) days.

The thirty (30) day money-back guarantee is valid for payments made through PayPal only. Due to the costs associated with processing payments made by other methods, we are not able to offer the thirty (30) day money-back guarantee for other payment methods.

- ii. by Dynamoinfo Group in the event of nonpayment by User,
 - iii. by Dynamoinfo Group, at any time, without notice, if, in Dynamoinfo Group's sole and absolute discretion and/or judgment, User is in violation of any term or condition of this Agreement and related agreements, Terms, or User's use of the Services disrupts or, in Dynamoinfo Group's sole and absolute discretion and/or judgment, could disrupt, Dynamoinfo Group's business operations and/or
 - iv. by Dynamoinfo Group as provided herein.
- c. If you cancel this Agreement, upon proper notice to Dynamoinfo Group, prior to the end of the Initial Period
 - i. You shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation;
 - ii. Dynamoinfo Group may (but is not obligated to) refund to you all pre-paid fees for basic hosting services for the full months remain-

ing after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees, cancellation fees, and any applicable taxes and any discount applied for prepayment, provided that you are not in breach of any terms and conditions of the Terms, User Agreement or Anti-Spamming Policy;

and/or

- iii. We may charge you one hundred percent (100%) of all charges for all Services for each month remaining in the then-current Period (other than basic hosting fees as provided in (2) above).
 - iv. Any cancellation request shall be effective thirty (30) days after receipt by Dynamoinfo Group, unless a later date is specified in such request.
- d. Dynamoinfo Group may terminate this Agreement, without penalty,
- i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, Terms of Service or regulatory reason, by giving User as much prior notice as reasonably practicable; or
 - ii. immediately, if Dynamoinfo Group determines that User's use of the Services, the Website or the User Content violates any Dynamoinfo Group term of service, including the Terms, User Agreement, Anti-Spam Policy or Privacy Policy. If Dynamoinfo Group cancels this Agreement prior to the end of the Period for your breach of this Agreement and related agreements, including the Terms, User Agreement, Anit-Spam Policy or Privacy Policy or User's use of the Services disrupts our network, Dynamoinfo Group shall not refund to you any fees paid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. Further, we may charge you 100% of all charges for all Services for each month remaining in the then-current Period and Dynamoinfo Group shall have the right to charge you an administrative fee of a minimum of \$35.
- e. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement,

except as expressly set forth herein. The provisions of Sections 2(e) [this Section], [3](#), [4](#), [12](#), [13](#), [15](#) and [16](#) of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under this Agreement. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other Terms of Service or equitable rights or remedies to which Dynamoinfo Group may be entitled.

- f. UPON TERMINATION OF THIS AGREEMENT FOR ANY CAUSE OR REASON WHATSOEVER, USER WEBSITE FILES AND USER CONTENT AND OTHER DATA IS DELETED UPON ACCOUNT TERMINATION. Accordingly, User should always maintain back-up copies of User's Website and other User content and data so User may use such copies host elsewhere after such termination.
- g. You have ninety (90) days to dispute any charge or payment processed by Dynamoinfo Group. If you have a question concerning a charge you believe is incorrect, please contact us at billing@dynamoinfo.com.

3. **User's Responsibilities** [[back](#)]

- a. User is solely responsible for the quality, performance and all other aspects of the User Content and the goods or services provided through the User Website.
- b. User will cooperate fully with Dynamoinfo Group in connection with Dynamoinfo Group's provision of the Services. User must provide any equipment or software that may be necessary for User to use the Services. Delays in User's performance of its obligations under this Agreement will extend the time for Dynamoinfo Group's performance of its obligations that depend on User's performance on a day-to-day basis. User must provide complete, correct and genuine contact information in the Registration Form and update such information as necessary from time to time so it remains complete, correct and genuine at all times; failure to do so may result in suspension or cancellation of Services. User will notify Dynamoinfo Group of any change in User's mailing address, telephone, email or other contact information.
- c. User assumes full responsibility for providing end users with any required

disclosure or explanation of the various features of the User Website and any goods or services described therein, as well as any rules, terms or conditions of use.

- d. Because the Services permit Users to electronically transmit or upload content directly to the User Website, User shall be fully responsible for uploading all content to the User Website and supplementing, modifying and updating the User Website, including all back-ups. User is also responsible for ensuring that the User Content and all aspects of the User Website are compatible with the hardware and software used by Dynamoinfo Group to provide the Services, as these may be changed by Dynamoinfo Group from time to time. Dynamoinfo Group shall not be responsible for any damages to the User Content, the User Website or other damages or any malfunctions or service interruptions caused by any failure of the User Content or any aspect of the User Website to be compatible with the hardware and software used by Dynamoinfo Group to provide the Services.
- e. User is solely responsible for making back-up copies of the User Website and User Content.
- f. Dynamoinfo Group does not maintain backup copies of User Websites or email. Dynamoinfo Group cannot guarantee that the contents of a Website will never be deleted or corrupted, or that a backup of a Website will always be available. Users should always copy all content of a Website to a local computer and Dynamoinfo Group strongly suggests that Users make an additional copy (on tape, CD, multiple floppy disks, another desktop, or elsewhere) to ensure the availability of the files .. IT IS THE USER'S SOLE RESPONSIBILITY TO MAKE OFFLINE, BACK-UP COPIES OF THE USER'S WEBSITE AND USER CONTENT AND DATA. NOTE: IT IS ESSENTIAL THAT USERS BACKUP FILES OFFLINE, EVEN IF USER PURCHASES OR HAS PRODUCTS, SUCH AS SITE BACKUP AND RESTORE.
- g. User is responsible for maintaining the confidentiality of login and billing information. Dynamoinfo Group is not liable for any account disputes that may arise between various parties holding account login information. Dynamoinfo Group is not responsible for any changes made to the account or any information that has been modified by User, or any parties authorized by User, to access the Control Panel. User is responsible for updating and maintaining contact and billing information with Dynamoinfo Group. Any

changes to the User contact information must be made using the account Control Panel or by contacting our Support Team. User is responsible for ensuring that Dynamoinfo Group is able to notify the User for technical, billing or other issues or purposes deemed necessary by Dynamoinfo Group to maintain the account.

4. User's Representations and Warranties. [[back](#)]

- a. User hereby represents and warrants to Dynamoinfo Group, and agrees that during the Initial Period and any Period thereafter User will ensure that:
 - i. User is the owner or valid licensee of the User Content and each element thereof, and User has secured all necessary licenses, consents, permissions, waivers and releases for the use of the User Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Dynamoinfo Group to pay any fees, residuals, guild payments or other compensation of any kind to any Person;
 - ii. User's use, publication and display of the User Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated;
 - iii. User will comply with all applicable laws, rules and regulations regarding the User Content and the User Website and will use the User Website only for lawful purposes; and
 - iv. User has used its best efforts to ensure that the User Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.
- b. User shall be solely responsible for the development, operation and maintenance of User's Website, online store and electronic commerce activities, for all products and services offered by User or appearing online and for all contents and materials appearing online or on User's products, including, without limitation

- i. the accuracy and appropriateness of the User Content and content and material appearing in its store or on its products,
 - ii. ensuring that the User Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and
 - iii. ensuring that the User Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. User shall be solely responsible for accepting, processing and filling User orders and for handling User inquiries or complaints. User shall be solely responsible for the payment or satisfaction of any and all taxes associated with its Website and online store.
 - c. User grants Dynamoinfo Group the right to reproduce, copy, use and distribute all and any portion of the User Content to the extent needed to provide and operate the Services.
 - d. In addition to transactions entered into by User on User's behalf, User also agrees to be bound by the terms of this Agreement for transactions entered into on User's behalf by anyone acting as User's agent, and transactions entered into by anyone who uses User's account, whether or not the transactions were on User's behalf.
 - e. User (a) shall at all times be solely responsible for and maintain the confidentiality of personal information of User's customers in accordance with laws and regulations applicable to User and its customers, and (b) maintain appropriate security measures that are in compliance with laws and regulations applicable to User and its customers.
5. **License to Dynamoinfo Group.** User hereby grants to Dynamoinfo Group a non-exclusive, royalty-free, worldwide right and license during the Initial Period and any Period thereafter to do the following to the extent necessary in the performance of Services, except that with respect to personal information included in the User Content, such license shall be limited to allowing Dynamoinfo Group to use such Personal Information in accordance with its Privacy Policy:
- a. digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute,

publish, publicly display, publicly perform and hyperlink the User Content;
and

- b. make archival or back-up copies of the User Content and the User Website.
- c. Except for the rights expressly granted above, Dynamoinfo Group is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with User.
- d. Dynamoinfo Group, in its sole discretion, reserves the right (i) to deny, cancel, suspend, transfer or alter, modify, correct, amend, change, program, or take any other corrective action to protect the integrity and stability of the Services (including altering, modifying, correcting, amending, changing, programming, or taking any other corrective action regarding any malicious code, software or related abusive activity, User Content and/or Website(s)), and/or (ii) to comply with any applicable laws, government rules, or requirements, requests of law enforcement, or to avoid any liability, civil or criminal. User further agrees that Dynamoinfo Group shall not be liable to User for any loss or damages that may result from such conduct.

6. **Billing and Payment**

- a. User will pay to Dynamoinfo Group the service fees for the Services in the manner set forth in the Registration Form.
- b. Please note that special offers are limited-time promotional prices that are available to new customers and are valid for the Initial Period only, and not for successive or renewal periods. Both promotional prices and regular prices will be shown on the PayPal payment page. An example of this is \$1 for 7 days, then \$9.97 per month.

Dynamoinfo Group may increase the Service Fee and Product fees (i) in the manner permitted in the service description and (ii) at any time on or after expiration of the Initial Period by providing 24 hours prior written notice thereof to User. Written notice may be in the form of (i) Public Alerts issued by Dynamoinfo Group, or (ii) Notification of Successive Period Pricing (or RENEWAL period pricing). It is the User's sole responsibility to periodically review all other methods of communications and notices sent or posted by Dynamoinfo Group.

- c. The Service Fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services or any software provided hereunder (excluding any tax on Dynamoinfo Group's net income). All such taxes may be added to Dynamoinfo Group's invoices for the fees as separate charges to be paid by User. All fees are fully earned when due and non-refundable when paid.
- d. Unless otherwise specified, all initial fees shall be payable upon sign-up, and all subsequent fees and related charges shall be due and payable when billed.
- e. If Dynamoinfo Group collects any payment due at law or through an attorney at law or under advice therefrom or through a collection agency, or if Dynamoinfo Group prevails in any action to which the User and Dynamoinfo Group are parties, User will pay all costs of collection, arbitration and litigation, including, without limitation, all court costs and Dynamoinfo Group's reasonable attorneys' fees.
- f. In the event that any amount due to Dynamoinfo Group is not paid when due, Dynamoinfo Group, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. NOTE: USER WEBSITE FILES AND USER CONTENT AND OTHER DATA IS DELETED UPON ACCOUNT TERMINATION.
- g. There may be a minimum \$50.00 charge to reinstate accounts that have been suspended or terminated.
- h. There may be a minimum charge of \$35.00 plus applicable taxes for all credit card chargebacks.
- i. User acknowledges and agrees that Dynamoinfo Group may pre-charge User's fees for Services and products to its credit card supplied by User during registration for the Initial Period.
- j. YOU ACKNOWLEDGE, AGREE AND AUTHORIZE US TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN SECTION.

7. Payment Policies - General

- a. Accounts will not be activated or reactivated without prior payment.
- b. All hosting fees are due at time of invoice for the renewing account.
- c. Incomplete, incorrect or questionable signup information can result in an account being suspended or terminated or NOT being activated. Some accounts may be placed on hold for up to 72 hours, pending review of information received.
- d. Any losses or expenses experienced by the User, due to actions taken by Dynamoinfo Group in response to Users non-payment, are not the responsibility of Dynamoinfo Group.
- e. Unless stated otherwise, a reference to 'USD\$', '\$US', 'dollar' or '\$' is a reference to USA currency. All fees or other amounts hereunder shall be payable in US currency, provided however that in the event you signed up for your account or any other product or service for which the fee or other amount is payable in a currency other than \$US, then any amounts payable by you hereunder shall be payable in such other currency.

8. Payment Policies — Payment Processing

- a. a. Dynamoinfo Group's preferred method of payment is PayPal.

NOTE: You can make payments through PayPal without having a PayPal account.

- b. By purchasing our services, you are agreeing to allow Dynamoinfo Group to place your account on a recurring payment plan. The account will automatically be re-billed according to the terms of the plan, products or services you select. By continuing (or renewing) your services and products you further agree to all of Dynamoinfo Group's Terms of Services and any price increases.
- c. You grant Dynamoinfo Group permission to charge your credit card or PayPal account for any and all services you request, including, but not limited to, any and all products or services.
- d. If we are unable to process a payment for your plan, product or service by its due date, your account will be cancelled for non-payment and you will not be

able to access your Website or email.

- e. WHEN AN ACCOUNT IS CANCELED, ALL COPIES OF THE WEBSITE AND E-MAIL FILES ARE PERMANENTLY AND IRRETRIEVABLY REMOVED FROM OUR SERVERS UPON ACCOUNT CANCELLATION.
 - f. If an account has been suspended for non-payment, it will only be reactivated upon payment of all overdue fees. Upon reactivation, we are not responsible for any deleted Website or Content.
 - g. If we make any refunds due to charges you dispute with your credit card or PayPal account, we will cancel your account. The cancelled account will only be reactivated once all disputed/refunded fees are resolved satisfactorily, and we receive payment for any and all administrative fees incurred by Dynamoinfo Group as a result of your dispute or charge-back request. We cannot guarantee any files or email will be available upon reactivation.
 - h. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. A determination of such misuse or fraudulent use shall be in our sole discretion. Further, we may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.
9. **Dynamoinfo Group as Reseller or Licensor.** Dynamoinfo Group is acting only as a reseller or licensor of certain services, hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party (“Non-Dynamoinfo Group Products”). Dynamoinfo Group shall not be responsible for any changes in the Services that cause the Non-Dynamoinfo Group Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer’s defects of Non-Dynamoinfo Group Products either sold, licensed or provided by Dynamoinfo Group to User or purchased directly by User used in connection with the Services will not be deemed a breach of Dynamoinfo Group’s obligations under this Agreement. Any rights or remedies User may have regarding the ownership, licensing, performance or compliance of Non-Dynamoinfo Group Products are limited to those rights extended to User by the manufacturer of such Non-Dynamoinfo Group Products. User is entitled to use any Non-Dynamoinfo Group Products supplied by

Dynamoinfo Group only in connection with User's permitted use of the Services. User shall use its best efforts to protect and keep confidential all intellectual property provided by Dynamoinfo Group to User through any Non-Dynamoinfo Group Products and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. User shall not resell, transfer, export or re-export any Non-Dynamoinfo Group Products, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

10. **Internet Protocol (IP) Address Ownership.** If Dynamoinfo Group assigns User an Internet Protocol ("IP") address for User's use, the right to use that IP address shall belong only to Dynamoinfo Group, and User shall have no right to use that IP address except as permitted by Dynamoinfo Group in its sole and absolute discretion in connection with the Services, during the period of this Agreement. Dynamoinfo Group shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to User by Dynamoinfo Group, and Dynamoinfo Group reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.
11. **Caching.** User expressly;
 - a. grants to Dynamoinfo Group a license to cache the entirety of the User Content and User's Website, including content supplied by third parties, hosted by Dynamoinfo Group under this Agreement and
 - b. agrees that such caching is not an infringement of any of User's intellectual property rights or any third party's intellectual property rights.
12. **CPU Usage.** [\[back\]](#) User agrees that User shall not use excessive amounts of CPU processing on any of Dynamoinfo Group's servers. Any violation of this policy may result in corrective action by Dynamoinfo Group, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in Dynamoinfo Group's sole and absolute discretion. If Dynamoinfo Group takes any corrective action under this section, User shall not be entitled to a refund of any fees paid in advance prior to such action.
13. **Bandwidth and Disk Usage.** [\[back\]](#) Dynamoinfo Group provides Users with bandwidth, disk space and other resources, such as email and/or file-transfer-protocol ("FTP") accounts, the amount of which is defined in Dynamoinfo Group's

Web pages describing the package of Services purchased at the time of purchase. In some cases, Dynamoinfo Group may not establish a specific amount of bandwidth, disk space and other resources, and refer to that as “Unlimited”. In all cases, the Services are intended for normal use only, and any activity that results in excessive usage that is inconsistent with normal usage patterns is strictly prohibited. Dynamoinfo Group reserves the right to suspend, discontinue or delete the accounts of Users whose use of disk space, bandwidth or other resources results in or presents the risk of degradation of service to other customers, regardless of the amount of disk space, bandwidth or other resources included in the User’s plan. User agrees that such usage shall not exceed the amounts set by Dynamoinfo Group for the Services purchased (the “Agreed Usage”) and is additionally subject to normal usage guidelines established by Dynamoinfo Group as in effect from time to time. These allotments are optimized and dedicated towards serving the Content and User’s active email services related solely to User’s Web hosting account(s) with Dynamoinfo Group.

Hosting space is intended for normal use only, and is limited to Web files, active email and content of the hosted Websites, not for storage (whether of media, emails, or other data). Hosting space further may not be used as offsite storage of electronic files, email or FTP hosts. You are responsible for removing any files, emails or other data which do not meet these requirements, and for adhering to any usage requirements or limits allocated to your account(s). Failure to do so may result in removal and deletion of such materials (including without limitation files and emails), and/or in discontinuation of your services or account, which actions we may take in our sole discretion.

Dynamoinfo Group will monitor User’s use of bandwidth, disk usage and other resources. Dynamoinfo Group, in its sole discretion, shall have the right to take any corrective action if User’s utilization of bandwidth, disk usage or other resources exceeds the Agreed Usage, normal usage, or is used for other improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, removal or deletion of User’s Website, User Content, User’s email and email services and/or other materials and services or termination the User’s account and of this Agreement, which actions may be taken in Dynamoinfo Group’s sole and absolute discretion.

If Dynamoinfo Group takes any such corrective action under this section, User shall not be entitled to a refund or credit of any fees paid prior to such action.

User will comply with all applicable laws, rules and regulations regarding User's Website, User Content and/or User's email services, including use of bandwidth, disk usage and other resources and will use such services and resources only for lawful purposes. User may not utilize: the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization; the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party; the Services to traffic in illegal drugs, gambling, obscene materials or any other products or services that are prohibited under applicable law; the Services to export encryption software to points outside the United States (or, if User is outside the United States, to points outside the User's national jurisdiction) in violation of applicable export control laws; the Services to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message. If Dynamoinfo Group learns or discovers that User is violating any law related to User's Website, User Content and/or User's email services, use of bandwidth, disk usage or other resources or Agreed Usage, Dynamoinfo Group may be obligated to or may in its discretion inform the necessary law enforcement and/or any related agency(ies) of such conduct and may provide such agency(ies) with information related to User, User's Website, User Content and/or User's email.

User is responsible for complying with any usage requirements or limits for bandwidth, disk space or other resources, and monitoring such usage to ensure the Website does not violate such requirements or exceed any such limits allocated for the account(s) and otherwise complies with this Agreement. Dynamoinfo Group will use commercially reasonable efforts to email Users who are at or near their utilization limits, but Dynamoinfo Group does not take responsibility if email notification(s) is not received by the User. Dynamoinfo Group reserves the right to discontinue service through the beginning of the next month for your account in the event that it exceeds the any such allotment.

14. Property Rights

- a. Dynamoinfo Group hereby grants to User a limited, non-exclusive, non-transferable, royalty-free license, exercisable solely during the period of this Agreement, to use Dynamoinfo Group technology, products and services solely for the purpose of accessing and using the Services. User may not use Dynamoinfo Group's technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above,

this Agreement does not transfer from Dynamoinfo Group to User any Dynamoinfo Group technology, and all rights, titles and interests in and to any Dynamoinfo Group technology shall remain solely with Dynamoinfo Group. User shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Dynamoinfo Group.

- b. Dynamoinfo Group owns all right, title and interest in and to the Services and Dynamoinfo Group's trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Services and the related hardware, software and systems ("Marks"). Nothing in this Agreement constitutes a license to User to use or resell the Marks.

15. **Disclaimer of Warranty.** [\[back\]](#) User agrees to use all Services and any information obtained through or from Dynamoinfo Group, at User's own risk. User acknowledges and agrees that Dynamoinfo Group exercises no control over, and accepts no responsibility for, the content of the information passing through Dynamoinfo Group's host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NEITHER WE NOR ANY OF OUR PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, ATTORNEYS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, A "RELATED PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT WE PROVIDE. NO RELATED PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. WE ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USER OR STORED BY USER OR ANY OF

USER'S USERS VIA THE SERVICES PROVIDED BY US NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY RELATED PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

16. **Limited Warranty** [[back](#)]

- a. Dynamoinfo Group represents and warrants to User that the Services will be performed (a) in a manner consistent with industry standards reasonably applicable to the performance thereof; (b) at least at the same level of service as provided by Dynamoinfo Group generally to its other Users for the same services; and (c) in compliance in all material respects with the applicable Service Descriptions. User will be deemed to have accepted such Services unless User notifies Dynamoinfo Group, in writing, within thirty (30) days after performance of any Services of any breach of the foregoing warranties. User's sole and exclusive remedy, and Dynamoinfo Group's sole obligation, for breach of the foregoing warranties shall be for Dynamoinfo Group, at its option, to re-perform the defective Services at no cost to User, or, in the event of interruptions to the Services caused by a breach of the foregoing warranties, issue User a credit in an amount equal to the current monthly service fees pro rated by the number of hours in which the Services have been interrupted. Dynamoinfo Group may provision the Services from any of its data centers and may from time to time re-provision the Services from different data centers.
- b. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Dynamoinfo Group's reasonable control; (b) that resulted from any actions or inactions of User or any third parties; or (c) that resulted from User's equipment or any third-party equipment not within the sole control of Dynamoinfo Group. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO USER HEREUNDER IS PROVIDED "AS

IS” WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

17. Limitation of Liability

- a. IN NO EVENT WILL OUR LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER OR ANY ORDER, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE SERVICE FEES PAID TO US BY YOU DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- b. WE CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. WE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.
- c. EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.
- d. The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other Terms of Service theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in Section 15 shall not apply to User’s

indemnification obligations.

- e. Notwithstanding anything to the contrary in this Agreement, Dynamoinfo Group's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by User for the Services which gave rise to such damages, losses and causes of actions during the 3-month period prior to the date the damage or loss occurred or the cause of action arose.
- f. User understands, acknowledges and agrees that if Dynamoinfo Group takes any corrective action under this Agreement because of an action of User or one of its Users or a reseller, that corrective action may adversely affect other Users of User or other reseller Users, and User agrees that Dynamoinfo Group shall have no liability to User, any of its Users or any Reseller User due to such corrective action by Dynamoinfo Group.
- g. This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

18. **Indemnification.** User agrees to indemnify, defend and hold harmless Dynamoinfo Group and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to User's use of the Services, (ii) any violation by User of the Terms, (iii) any breach of any representation, warranty or covenant of User contained in this Agreement or (iv) any acts or omissions of User. The terms of this section shall survive any termination of this Agreement.

19. **Waiver of Jury Trial**

- a. Both you and Dynamoinfo Group hereby agree to waive all respective rights to a jury trial of any claim or cause of action related to or arising out of this Agreement.

- b. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.
- c. You and Dynamoinfo Group each acknowledge that the waiver is a material inducement for each party to enter into a business relationship, that each party has already relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings.
- d. Each party further warrants and represents that each has had the opportunity to have counsel review this Agreement and this waiver.
- e. The waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

20. **Miscellaneous**

- a. **Independent Contractor:** Dynamoinfo Group and User are independent contractors and nothing contained in this Agreement places Dynamoinfo Group and User in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- b. **Governing Law; Jurisdiction:** Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this agreement must be brought in a state or federal court located in Wayne County, Michigan. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLI-

CABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- c. Headings: The headings herein are for convenience only and are not part of this Agreement.
- d. Entire Agreement; Amendments: This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of User or Dynamoinfo Group, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of User and Dynamoinfo Group. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms of Service may be modified from time to time by Dynamoinfo Group in its sole discretion, which modifications will be effective when posting to Dynamoinfo Group's Website or on any subsequent date as may be set forth in any required notice provided by us in connection therewith. Upon renewal of any services or products, User agrees to all Terms of Service in effect on date of renewal and any amendments which take effect pursuant to the terms hereof.
- e. Severability: All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

- f. Notices: All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage pre-paid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. Dynamoinfo Group may give written notice to User via email to the User's email address as maintained in Dynamoinfo Group's billing records.
- g. Waiver: No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- h. Assignment; Successors: User may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Dynamoinfo Group. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Dynamoinfo Group may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- i. Limitation of Actions: No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.
- j. Counterparts: If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, Dynamoinfo Group's records of such execution shall be presumed accurate unless proven otherwise.

- k. Force Majeure: Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
- l. No Third-Party Beneficiaries: Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, Terms of Service or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, User acknowledges and agrees that any supplier of third-party product or service that is identified as a third-party beneficiary in the Service Description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against User as if it were a party to this Agreement.
- m. Government Regulations. User may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States (or, if User is outside of the United States, to anyone outside of User's national jurisdiction) in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction User operates or does business.
- n. Marketing. User agrees that during the period of this Agreement Dynamoinfo Group may publicly refer to User, orally and in writing, as a User of Dynamoinfo Group. Any other public reference to User by Dynamoinfo Group requires the written consent of User.

Last modified September 12, 2011