

## Terms & Conditions - Page 2 of 3: Affinity Services & Support

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**1. Registration** - To use the Products, You may be required to submit a complete a registration form ("Registration Form"). As part of this registration process for, You agree to: (i) provide certain limited information about Yourself as prompted to do so by the Service (such information to be current, complete and accurate) and (ii) maintain and update this information as required to keep it current, complete and accurate. The information requested at the time of the original sign up shall be referred to as registration data ("Registration Data"). You may not register if You are under 18 years of age. By registering You represent to Affinity that You are 18 years of age or older. If Affinity discovers that any of Your Registration Data is inaccurate, incomplete or not current, or if Affinity determines, in its sole discretion, that You or the Contracting Party are not an appropriate subscriber or user of the Service, LogMeIn may terminate Your right to access and receive the Service immediately upon notice.

**2. Conduct** - You are solely responsible for the content of Your transmissions when using the Products. Affinity does, however, reserve the right to take any action with respect to the same that Affinity in its sole discretion deems necessary or appropriate. Your use of the Products is subject to the end user license agreement set forth below and all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (i) to comply with all applicable United States laws, rules and other regulations app; (ii) not to post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; (iii) not to use the Products for illegal purposes; (iv) not to delete from the Software, documentation or any web site used in connection with the Service any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that You do not own or have express permission to modify; (v) not to interfere or disrupt networks connected to the Service;

(vi) not to use the Service or Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (vii) not to transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other computer systems or interfere with another user's use and enjoyment of the Service.

**3. Modifications** - Subject to a requirement of 30 days' notice, Affinity may amend these Terms at any time by (i) posting a revised Terms document on or accessible through <http://www.affinity-networks.com/policy> and/or (ii) sending information regarding the Terms amendment to the email address You provide to Affinity You manifest intent to accept these amended terms if You continue to use any of the Products after such amended terms have been posted or sent to You. If you do not agree with any such modifications You shall notify Affinity during that 30 day period and at the end of the 30 day period the Agreement shall be deemed terminated unless Affinity agrees to waive such modifications to which You object. Otherwise, these Terms may not be amended except in writing signed by both parties. Further, Affinity reserves the right to modify or discontinue the Service with or without notice to You. Affinity shall not be liable to You or any third party should Affinity exercise its right to modify or discontinue the Service.

**4. Passwords and Security** - 4.1 As part of the registration process for the Service, You must use Your authorized userid as Your user name and choose a password for access to Your account and to Your designated computers. You agree to carefully safeguard all of Your passwords. You are solely responsible if You do not maintain the confidentiality of Your passwords and account information. Furthermore, You are solely responsible for any and all activity that occurs under Your account. You agree immediately to notify Affinity of any unauthorized use of Your account or any other breach of security known to You, including if You believe that Your password or account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Service is restricted to authorized users only. Unauthorized individuals attempting to use the Service may be subject to prosecution. 4.2 Affinity is not liable for any loss incurred by you, resulting from another's use of your password or account, either with or without your knowledge. However, you may be held liable for losses incurred by Affinity or another party due to another's use of your account or password.

You shall not use someone else's account at any time, without the permission of the account holder. 4.3 Affinity will never send an email asking for a user's username and password or its Windows username and password. To keep the Service secure, all usernames and passwords should be kept confidential.

**5. End User License Agreement** - This end user license agreement grants a right and license allowing You to use the Software and other software associated with the Service (together, the "Licensed Programs") under certain restrictions, terms and conditions (the "License Agreement"). You are consenting to be bound by this License Agreement. 5.1 The Licensed Programs are made available for download solely for use by You according to this License Agreement. Any reproduction or redistribution of the Licensed Programs that is not in accordance with this License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Affinity is not transferring title to the Licensed Programs to You. 5.2 You acknowledge that the Licensed Programs are proprietary to Affinity and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. Therefore, You agree that You are only permitted to use the Licensed Programs as expressly authorized by Affinity and this License Agreement. You may not remove any proprietary notices or labels from the Licensed Programs.

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**9. Fees and Renewals** - 9.1 Month-to-Month Subscription by Credit Card Only. In the event that Your subscription to the Service is on a monthly basis, payment of the subscription fee will be by preauthorized credit card charge and Your subscription will automatically renew each calendar month unless You or Affinity give written (including email) notice of non-renewal during the prior calendar month. Your credit card will be charged for each month or partial month that Your monthly subscription is in effect.

9.2 Annual Subscription by Credit Card. In the event that Your subscription to the Service is for a year and the payment is by credit card, Your subscription will automatically renew at the beginning of each subsequent anniversary year unless You or Affinity give prior written (including email) notice of non-renewal at least 30 days prior to the expiration of current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless

You and Affinity agree otherwise. 9.3 Annual Subscription By Invoice. In the event that Your subscription to the Service is for a year and the initial payment is by check or bank draft against an invoice from Affinity, Your subscription will automatically renew at the beginning of each subsequent anniversary year unless You or Affinity give prior written (including email) notice of non-renewal at least thirty (30) days prior to the expiration of the current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and Affinity agree otherwise.

9.4 No Cancellation. Notwithstanding any provision of these Terms or any course of dealing between the parties, You and the Contracting Party may not cancel, terminate or rescind a subscription. All payments by You and the Contracting Party, or either of you, to Affinity are final. 9.5 Once You approve the work on all Web Site Design, Graphics and Printing Services, ALL payments made in the form of a deposit or full payment is non-refundable.

**10. Termination** - Affinity may immediately terminate Your subscription and right to use the Service and software if (i) You or the Contracting Party breach these Terms; (ii) Affinity is unable to verify or authenticate any information You provide to Affinity; (iii) such information is or becomes inaccurate; or (iv) Affinity decides, in its sole discretion, to discontinue offering the Service. Affinity shall not be liable to You or any third party for termination of the Service. Upon expiration or termination for any reason, You are no longer authorized to use the Products. When this Agreement is terminated and/or Your subscription is canceled, You will no longer have access to data and other material You have stored in connection with the Service and that material may be deleted by Affinity. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in this Agreement or otherwise existing at law survive any termination, expiration or rescission of the Agreement.

**11. Export Law Assurances** - The Products are subject to United States Export Controls. No Products may be downloaded or exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By subscribing to the Service or using any of the Products, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

**12. High Risk Activities** - The Products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapon systems in which the failure of the Service or software could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, Affinity and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

**13. Miscellaneous** - 13.1 This Agreement represents the complete agreement concerning the Terms and license granted hereunder and, except as set forth herein, may be amended only by a writing executed by both parties. 13.2 These Terms shall be governed by and construed in accordance with the laws of the State of Maryland and the laws of the United States, without giving effect to any principles of conflict of law. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state or federal courts located in Rockville, Maryland, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The parties specifically disclaim applicability of (i) the United Nations Convention on the Sale of Goods and (ii) any Incoterms. 13.3 If any of the provisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**14. Indemnification** - You are responsible for maintaining the confidentiality of your account and password(s). You are also responsible for all activities that occur under your account. You hereby agree to indemnify, defend and hold Affinity and its affiliates, officers, directors, owners, information providers, agents, licensees, licensors ("The Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by The Indemnified Parties in connection with any demand, claims, action, suit, or loss arising as a result of any breach by you of these terms of use or claims arising from your account. You agree to use your best efforts to cooperate with Affinity in the defense of any demand, claim, action or suit. Affinity reserves the right to assume the exclusive defense of any matter subject to indemnification by you at Affinity's own expense.

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