

Image Proz - Hosting Agreement

Last Revised: 8/20/2017

1. Overview

The Universal Terms of Service Agreement ("the Agreement") sets forth the general terms and conditions of your use of the Site and the Services. This Hosting Service Agreement this ("Service Agreement") governs your use of Image Proz's Hosting services "Hosting Services"). Capitalized terms used, but not defined, in this Service Agreement, are defined in the Agreement.

2. DESCRIPTION OF SERVICES

- **Web Hosting:** Web Hosting plans place your site within one or more servers. Resources are shared between many customers on the same servers; however, your site is given a unique address (DNS)
- **Business Hosting:** Managed Hosting plans, you get all of the benefits of having your own VPS or Dedicated Server, but we will manage the server for you including setting up your control panel, patching cycles and back-ups
- **Managed WordPress Hosting:** Managed WordPress Hosting plans give you a streamlined and optimized experience to build and manage WordPress sites. We handle the basic hosting administrative tasks, including: installing WordPress, automated daily backups, WordPress core updates and server-level caching, these updates require an update fee to be imposed.
- **Virtual Private Server ("VPS"):** VPS plans place your site within a server shared with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address
- **Dedicated Server:** Dedicated Server plans reserve an entire server exclusively for your account and usage. You will have exclusive rights to your server's bandwidth, memory, and storage space, and your server's performance will not be affected by traffic and the usage patterns of other customers
- **Managed Support:** Managed Support plans are monthly subscription plans that provide you with root/administrative access to the service and Plesk or cPanel. We handle core patching, security, monitoring and backups. Additional configurations and installations to accommodate your site can be performed for an additional fee
- **Fully Managed Support:** Fully Managed Support plans are monthly subscription plans that provide you with the option to enable root/administrative access and we will handle core patching, security, monitoring, and backups. Additional Expert Services are included with the subscription
- **Hosting Premium Support/Expert Services:** Hosting Premium Support/ Expert Services ("Expert Services") are additional custom support services available for a set fee. These Expert Services can provide assistance if you need an experiences

server administrator for complicated tasks, including: optimizing databases, configuring firewalls, or moving content

- **Hosting Backup:** Hosting backup and plans save all your website files to the cloud once per day. Storage limits may apply based upon the backup plan that you have purchased. These backup and restore services are available with website hosting plans and may be available for an additional fee with our other hosting service plans. For hosting backup services available as part of a Hosting subscription plan, those services will be canceled if the Hosting subscription plan is canceled.
- **Account Access:** All Image Proz Hosting accounts come with access to your plex or cpanel platform and access to your Hosting account where you can see you plan details, purchase new services, pay and view invoices, and change you business or personal information. All accounts on auto pay will have invoices paid automatically on or before the due date on the invoice. Your user name and password will be provided at the set up of your hosting account.

3. ACCOUNT TERMINATION; LIMITATIONS

1. **Migration of Servers:** You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.
2. **Termination of Hosting Services:** You acknowledge and agree that you will provide 30 days notice of your intent to terminate your hosting services any Image Proz Hosting Products, and upon expiration or termination of your Hosting Services, you must discontinue use of the Hosting Services and relinquish use of the IP addresses and server names assigned to you in connection with Hosting Services, including pointing the domain name system (“DNS”) for your domain name(s) away from our servers. Prior to termination of the Hosting Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, we will delete all such content and we will not be able to provide a copy of such content. Failure to provide 30 days notice of your intent to cancel will result in a fee of \$300 per hosting account that will cover the cost of removing any files left on the server and resetting the Image Proz Hosting account to resalable condition.
3. **Free Products Credits:** Upon termination of the Hosting Services, all free products provided as part of the Hosting Services will be cancelled or revoked.
4. **Notice Regarding Licensed Images on Migration or Export (where available):** Subject to all other applicable licenses terms and conditions, images available and licensed for use are intended for Image Proz hosted customers only and are subject to the terms and conditions of third-party intellectual property rights and licensing restrictions. To the extent you wish to export or migrate your hosted product or service to another service provider (if available as an option), it is solely your responsibility to ensure your continued right to use any images incorporated therein, and you acknowledge and agree that Image Proz does not warrant and shall have no responsibility

for any claims resulting from your continued use after migration and/or termination (whichever occurs first).

5. **Storage Capacity:** The total amount of usable storage capacity for your particular Hosting Service(s) may differ from the represented capacity, as there is required space for the operating system(s), system file(s), and other supporting file(s). Additionally, Hosting Backup plans may have storage limits. Additionally, an overage storage and data, to include: (disk storage, database storage, and bandwidth) fee will be imposed of no more than \$1.00 per GB over the set amounts at the time your hosting account was established. Overages will be calculated at the end of each month and any fees will be added to your invoice and must be paid in full to avoid service interruptions. All overage fees are permanent and non-refundable as additional storage space provided cannot be recovered.

6. **Support and Functionality:** To ensure continued support and functionality of our products, features, or software that have reached end-of-life by third-party vendors, Image Proz may offer unpaid or paid support and patches either directly or through third-party vendors.

4. **YOUR OBLIGATIONS; REPRESENTATIONS AND WARRANTIES**

1. **Justification.** You acknowledge and agree that we shall have the right to seek justification in connection with your use of the Hosting Services, specifically your purchase of IP addresses, and you shall be obligated to provide any and all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

2. **Abusive Activities and Other Threats.** You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities that threaten the stability of our network or will damage the systems of, or cause a disruption of internet services to, Image Proz, our customers, or third-parties. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Service Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Service Agreement. You further acknowledge and agree that Image Proz reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, Image Proz may take whatever steps it deems reasonably necessary to mitigate or remediate any security threat relating to such malicious content, including but not limited to disabling access to your account, or removing your hosted account entirely.

3. **Storage and Security.** You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. **The Hosting Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment.** Specifically by way of example and not as a limitation, you shall not use the Hosting Services as: (1) a repository or instrument for placing or storing archived files; and/or (2) placing or storing material that can be downloaded through other websites. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

4. **Website/Server Content.** You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text, all of which is User Content as defined in the Universal Terms of Service Agreement. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product, and that these services may require a fee. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Hosting Services.

If access to a third-party hosting website is required in the provision of any Service, you represent and warrant that you are authorized to provide us with access to the third-party hosting account for the purposes of this Service Agreement. You agree that you retain sole contractual and any other legal or fiduciary responsibilities related to your third-party hosting account.

If you request that we install any Third Party Software (defined below) not provided as part of the Hosting Services, you represent and warrant that (1) you have the right to use and install the Third Party Software, (2) you have paid the applicable licensing fees for the Third Party Software, and (3) the Third Party Software does not and shall not infringe on the intellectual property rights of any other person or entity.

5. **PROVISIONS SPECIFIC TO WEB, BUSINESS AND MANAGED WORDPRESS HOSTING**

1. **Storage and Plan Limits.** All Web Hosting and WordPress Hosting plans, including the unlimited plans, are subject to a limit of no more than 250,000 inodes per account for Linux® hosting accounts or 500,000 files and folders per account for Windows® hosting accounts, and all plans are limited to no more than 10GB of disk storage. The plans are also limited to no more than 1,000 tables per database and no more than one gigabyte of storage per database. Any account or database that exceeds these limits may be assessed an overage fee as stated in section 3.5 of this

agreement and will be required to reduce the number of inodes, files and folders, tables or gigabytes (as the case may be), or may be temporarily or permanently suspended, in our sole discretion. All Linux hosting plans are subject to the following limitations: no more than a) 25% of one CPU core; b) 512MB of RAM; c) 100 website connections; d) 100 active processes; e) 1 MB/s disk IO. In the event these limitations are exceeded, your site may be assessed an overage fee as stated in section 3.5 of this agreement, may slow down or not be served until more resources are added. More resources will be added for additional fees.

WordPress Hosting may only be used to host a WordPress website. Only a single WordPress installation is allowed per website. Any WordPress hosting account found to be hosting a non-WordPress website may be issued a network violation warning and will be required to remove the non-WordPress website, or may be temporarily or permanently suspended, in our sole discretion. Additionally, you may be required to purchase an appropriate hosting plan in order to host the non-WordPress site should you wish to continue hosting the non-WordPress site on our network.

Free Trial hosting credits are subject the following limitations: no more than a) 25% of one CPU core; b) 256MB of RAM; c) 10 website connections; d) 100 active processes; e) .5 MB/s disk IO; f) 50,000 inodes; g) 1 GB disk space; h) 10 GB monthly bandwidth. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added by upgrading to a paid plan.

You acknowledge and agree that inbound UDP is not supported in shared hosting environments.

2. **Website Metrics.** As part of the Service, and for continued improvement, you are opted into Real User Metrics (RUM) and Google Core Web Vitals (CWV). This allows us to identify internal bottlenecks and optimization opportunities by inserting a small snippet of JavaScript code into customer websites. The snippet of JavaScript code allows us to measure and track the performance of your website and collects information such as connection time and page load time. We don't collect any user information with RUM. The data we collect allows us to improve our systems, optimize DNS resolution, improve network routing and server configurations.

3. **Website/Server Content.** Your website may not include any of the following content: (1) image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket or Tinypic); (2) banner ad services for display on other websites or devices (commercial banner ad rotation); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) Bittorrent trackers; or (9) any script that causes a degradation in the performance of our server or network environment.

4. **Unlimited Disk Space/Bandwidth/Website Plans.** Web Hosting and WordPress Hosting plans are designed to host most personal, small business and organization websites, and thus we offer unlimited bandwidth and some plans offer unlimited disk space and websites. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the

operation of your website, provided it complies with this Service Agreement. In the event the bandwidth, number of websites or disk space usage of your website presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS or Dedicated Server, or we may take action to restrict the resources your website is utilizing. All Image Pro Hosting plans with limited bandwidth and disk space may be assessed an overage fee as stated in section 3.5 of this agreement.

5. **Website Accelerator Service.** Our Website Accelerator service (“**Website Accelerator**”) provides a content delivery network (CDN) designed to optimize your website performance through caching and secure distribution of static website content on a network of nationally dispersed servers. You acknowledge and agree that your website content will be stored throughout the United States. You acknowledge and agree that Website Accelerator may be discontinued or suspended at any time, and your participation is subject to eligibility, as detailed below.

In order to be eligible for Website Accelerator, you acknowledge and agree that you meet and will keep in compliance with the following criteria: (1) your website must be hosted in Phoenix, AZ; (2) your domain name and hosting must be in the same account; (3) you must have DNS with us; (4) you must not use DNSSEC; (5) you may not have or add SSL certificates; if you add an SSL with CDN activated, the SSL certificate will not function; (6) you must have an Ultimate web hosting plan; and (7) you may not change operating systems.

6. PROVISIONS SPECIFIC TO VPS AND DEDICATED HOSTING

1. **Server Access.** If you purchase MS SQL or Managed Backups, you hereby authorize us to log into your server for purposes of installing and configuring the MS SQL or Managed Backups.

2. **IP Addresses.** You acknowledge and agree you are required to begin using at least ninety percent (90%) of your purchased IP addresses within thirty (30) days of assignment of such IP addresses to you. In the event you do not begin using at least ninety percent (90%) of your assigned IP addresses within thirty (30) days of assignment, you acknowledge and agree that we shall have the right to reclaim any unused IP addresses.

3. **FTP Back-Up.** We offer an FTP Backup option for an extra fee. You acknowledge and agree that purchasing FTP Backup may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk space and bandwidth usage according to the plan you purchase. Subject to the terms and conditions of this Service Agreement, we shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Service Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs that we may undertake from time to time; or (3) causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. FTP Back-up may not be available on all hosting plans.

4. **Configuration Add-Ons.** We offer multiple configuration options (“**Configuration Add-Ons**”) for an extra fee. The specific Configuration Add-Ons available depend on which hosting package you purchase, but may include a control panel, database, external firewall or RAID. You acknowledge and agree that installing a Configuration Add-On will use some of your available storage, may require additional provisioning time, will require us to install Third Party Software (defined below), third party hardware or internally developed custom software to your server, and, in some cases, may limit the versions of Third Party Software available for use with your server. Third Party Software, third party hardware and internally developed customer software will be supported by us. If you wish to cancel RAID, you will be required to cancel your server and purchase a new one.

- **Plesk.** In the event you add Plesk to your server, you agree to be bound by the [Plesk EULA](#), which is hereby incorporated by reference.
- **cPanel.** In the event you add cPanel to your server, you agree to be bound by the [cPanel EULA](#), which is hereby incorporated by reference.
- **cPanel Fair Usage Policy:** This policy is a guide to understand the intended uses of our Services, and to prevent exploitation and abuse of the unlimited features offered in our plans. VPS and dedicated hosting with cPanel offers unlimited number of accounts. Although we do not wish to set a specific limit, as a guideline, a threshold of 100 accounts will be considered normal, reasonable use. We evaluate your usage in comparison to typical levels of usage engaged in by other users. In the event that you exceed this threshold, Image Proz may in its sole and absolute discretion, assess additional usage charges for accounts in excess of the threshold or restrict additional accounts from being created. Where possible, Image Proz will provide a notice of your usage in excess of the normal use.

7. PROVISIONS SPECIFIC TO MANAGED SSL

If you purchased Managed SSL and are using an SSL certificate on a website hosted by us, we will generate and securely store a corresponding private key. For security reasons, at no time will we release your private key, even per your request. If you wish to export your SSL certificate for use on a non-Image Proz server, request a re-key of the SSL certificate - your current SSL certificate will become invalid and we will issue a new certificate for use on your non-Image Proz server.

We will **automatically validate**, issue and install the new certificate every two years for subscribing customers using our hosting products for a setup fee of \$35.00 and an annual renewal fee of \$135.00. Customers using 3rd party hosting products will be required to reinstall the new certificate after we automatically validate and issue a new certificate. We will alert customers when to take action via the product dashboard and email.

You are permitted to assign a representative the authority to (1) sign and submit, or approve a certificate request on your behalf, (2) sign and submit a Subscriber Agreement on your behalf and/or (3) to acknowledge the Terms of Use on your behalf, provided you acknowledge and agree that you are and will remain subject to and bound by all terms and conditions of this Agreement.

8. PROVISIONS SPECIFIC TO SUPPORT PLANS

1. **WordPress (“WP”) Premium Support.** If you elect to use our WP Premium Support Services (either as a subscription or as a one-time Service), we reserve the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. All services, both subscription and one time, will be listed as a "Best Effort Service." Even after taking all reasonable steps, we may not be able to resolve certain issues. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any use of WP Premium Support Services. We may install a plugin on your hosted WordPress site for the purpose of facilitating your WP Premium Support Services. Its purpose is to facilitate the requested change and maintenance of your WordPress files. The plugin allows us to access, automate updates to core files, other plugins, themes, and other files related to the maintenance of your site. You acknowledge and agree that you shall not use WP Premium Support Services in a manner that, as determined by us in our sole and absolute discretion:

- displays or advertises pornographic, X-rated, sexually explicit, or otherwise tasteless materials, images, products or services (including, but not limited to: massage, dating, escort or prostitution services); or
- uses pornographic, X-rated, sexually explicit keywords or images in video names, descriptions or listings.

Further, you are responsible for ensuring that any product posted for sale on your website is in compliance with all applicable laws and regulations where your items can be purchased. We reserve the right and sole discretion to determine whether the sale of any particular item is illegal or otherwise prohibited and cancel your Services.

2. **Managed and Fully Managed Hosting Support Plans.** If you purchase a Managed or Fully Managed Hosting Support Plan (“**Managed Hosting Plan**”) with VPS, we may install a limited number of applications (“**Supported Applications**”) on your server at your request. A full list of Supported Applications is available from our support team upon request. If you request the installation of a Supported Application, we will install and configure the Supported Application on our server as long as the server has available resources (e.g., storage, RAM, processing power) to support that particular application. Additional resources (e.g., storage, RAM, processing power) will require additional fees.

We will then provide the primary (administrator) username and password to you, at which point you will take over the managed and additional configuration of that particular application. We will not be responsible for content, customization, or any other activities associated with the Supported Application, including any repair of the Supported Application should it stop working.

We shall limit technical support of an inoperable Supported Application to restoring said Supported Application to its original state (fresh installation, with no data or customization). The backups offered with these support plans are snapshots taken on a 10-day cycle. Restores are available upon request and may require an additional fee.

3. **Hosting Premium Support/Expert Services.** If we determine that any support request falls outside the scope of your plan, you can request custom support services (“**Expert Services**”) for a fee, or on a per service basis, which we will quote to you before providing the custom support service. If you elect to use our Expert Services, we reserve the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. Expert Services fees are non-refundable. You must, within fourteen days of any Expert Services, notify us if there are any issues with the Expert Services. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any Expert Services.

4. **Hosting Migrations.** If you have your domain name registered with us and the web hosting associated with the domain is provided by a third-party, we may, at your request and in our sole discretion, attempt to assist you to move the web hosting for the domain name to us (“**Hosting Migration**”). Hosting Migrations are provided as a courtesy service, and we do not make any guarantee regarding the availability, possibility, or time required to complete a Hosting Migration. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make us unable to assist you in the transfer of data from a third-party host.

You are solely responsible for reviewing the functionality and accuracy of migrated content in its new location following a Hosting Migration. If you are satisfied with the data migration, you will need to update the DNS record for the domain name in order to publish the website in its new location. We will not perform website backups or archives in connection with a Hosting Migration, and we recommend that you back up your third-party hosted website before migration to ensure that no data is lost. You agree not to make any changes or revisions to your website during the migration process.

You agree that we are not liable for any delay in website resolution or loss of data related to your Hosting Migration. Hosting Migrations are not available for websites with over 10GB of data or more than 100,000 files.

We may install a plugin on your external WordPress site for the purpose of facilitating your WordPress migration into our own Managed WordPress hosting environment. This plugin will not change anything on your source site. Its purpose is to facilitate the Hosting Migration of your WordPress files. You are welcome to disable the plugin on your source site after the Hosting Migration has been completed.

9. SERVICE UPTIME GUARANTEE

1. We offer a Service uptime guarantee of 99.9% (“**Service Uptime Guarantee**”) of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely

affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

2. To maintain the integrity of Image Proz Hosting Platforms, a quarterly Website Performance Scan may be performed to insure that your site is in compliance with the requirements of this agreement. These Website Performance Scans will be completed at the beginning of each quarter and will continue until cancelled. A fee of \$399.00 per website scan will be assessed and added to your next bill or billed separately.

10. THIRD PARTY SOFTWARE

1. **Definition and Scope.** As part of the Hosting Services, you may be allowed to use certain software, widgets, or other applications ("Software") developed, owned, or licensed by a third-party. Your use of this Software may be subject to additional terms. If the Software is accompanied by or requires a license agreement from the third-party provider, your use of the Software is subject to that license agreement, in addition to this Service Agreement.

2. **Terms and Conditions Applicable to all Software and Operating Software.** You may use the Software and Operating Software solely as part of the Services. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Software. Additionally, you may not sell, modify, re-use reverse-engineer, decompile, disassemble, reverse compile, create derivative works of or attempt to derive the source code from the Software.

Image Proz may provide your personal information or personal information relating to your employees or representatives to third-party providers as required to provide the third-party Software. Image Proz reserves the right to modify, change, or discontinue provision of the Software at any time.

Image Proz makes no representations or warranties about any third-party Software offered in connection with the Hosting Services, and expressly disclaims any liability.

You will indemnify, defend, and hold harmless Image Proz from and against any and all claims imposed upon or incurred by Image Proz directly or indirectly arising from your use or misuse of the third-party Software. The providers of the third-party Software are third-party beneficiaries to this Services Agreement for purposes of enforcing their rights under this Services Agreement.

The Hosting Services may be operated in both Linux® and Windows® environments. Each time you commission a server, we will provision the server with the operating system you choose.

We reserve the right to modify, change, or discontinue any Third-Party Software at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software. The Third-Party Software is neither sold nor distributed to you, and you may use the Third-Party Software solely as part of the Hosting Services. You may not use the Third-Party Software outside of the Hosting Services. We may provide your personal information to third-party providers as required to provide the Third-Party Software. You acknowledge and agree that your use

of the Third-Party Software is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software is subject to such service or license agreement. You may not download, install, or use any Third-Party Software that is accompanied by or requires consent to a service or license agreement from a third-party provider unless you first agree to the terms and conditions of such service or license agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third-Party Software. You may not reverse engineer, decompile, or disassemble the Third-Party Software, except and only to the extent that such activity is expressly permitted by applicable law. You acknowledge and agree that the third-party providers (and their affiliates and suppliers) make no representations or warranties about any Third-Party Software offered in connection with the Hosting Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third-Party Software. You acknowledge and agree that any Third-Party Software will be supported by us and not by the third-party providers (or their affiliates or suppliers).

3. **Additional Terms and Conditions Applicable to images and Software.** The third-party providers listed in this section make no representations or warranties about any Software offered in connection with the Hosting Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Software.

You are responsible for managing and maintaining in good standing any paid subscription and/or account required with a third-party provider. You must cancel or terminate your paid subscription and/or account with the applicable third-party provider and not Image Proz.

Your use of the following Software is subject to the applicable linked terms, which are incorporate by reference:

- **Acronis Hosting Backup.** Your use of Acronis Hosting backup is subject to the software license agreement located [here](#).

Any use of any Hosting Services involving Image Proz's Dedicated Servers running on the DED4 Platform that involves You storing specially protected data is subject to the following additional terms:

- You will not submit through the Hosting Services any unencrypted Protected Health Information, as defined in the Health Insurance Portability and Accountability Act ("HIPAA") ("PHI");
- You will not submit through the Hosting Services any encrypted PHI unless the Parties have entered into a mutually acceptable Business Associate Agreement ("BAA") in accordance with HIPAA;
- You will not submit through the Hosting Services any unencrypted Personal Data subject to regulatory protection under Applicable Laws of the United States federal, state, or local governmental authorities; and

- You will not submit through the Hosting Services any encrypted Personal Data without providing prior notice and obtaining prior consent from the data subject, as required by Applicable Law.