



## **User's Agreement and Terms of Service**

This document explains the terms, policies, and rules of your agreement (the "Agreement") related to the use of our sites, tools, systems, and service (collectively referred to as "AppFX"). By visiting, using, accessing, or downloading materials from AppFX, or by completing the registration process and clicking the "Continue to Next Step" button, or by contacting a AppFX representative and requesting that an account be set up for you, you agree with DC LABS LLC ("us", "we", "our" or "DC Labs LLC") to the following Terms and Conditions. You should not visit, use, access, or register for AppFX if you do not agree with this Agreement and all terms herein. "You" refers to you and any user on your account, together with any company or other business entity you are representing. Please read this entire document carefully. You also agree that you have read and agree with our Privacy Statement.

### **1. Minors and Parental Permission**

You affirm that you are at least 18 years old or have the permission of your parent or guardian allowing you to use AppFX and enter into agreements with DC Labs LLC. By providing their permission, your parents or guardians agree with AppFX and DC Labs LLC to all of the terms and conditions contained within this document. If you are under 18 years old, you agree to have your parent or guardian read and acknowledge this entire Agreement before proceeding. AppFX is not intended for use by children under 13 years old.

DC Labs LLC encourages parents and guardians to take an active role in and closely monitor all of their children's activities on computers and the Internet. Please take time to read this Agreement and our Privacy statement.

### **2. Account Creation**

Signing up for a AppFX account is easy. Simply visit our site and begin the registration process. You can also contact a AppFX representative and request that they establish an account for you. In this case you will be asked to confirm this Agreement during a subsequent login. You agree to provide us with current, accurate, and complete information about yourself, your company, and any other entity you are representing. You also agree to update that information when it changes within 5 business days. If you do not change that information, we reserve the right to close your account, websites, and services and to delete all content uploaded to our system or provided to us at any time at our sole discretion and without notice.

### **3. Passwords and Security**

You will be asked to create or supply a password during your account creation. You are responsible to keep this password safe and confidential, and are responsible for all use of this password, any actions taken on your account with this password, and for all liabilities and burden associated with the use of that password. You agree to notify DC Labs LLC if you find any security breach or learn that your account is being accessed without your consent. In such cases you agree to notify us immediately through either the AppFX Help Ticket System (log in and click to edit a site on your account, click "Need Help?", then "Help Ticket System") or through the email at support@AppFXtoys.com.

### **4. Privacy, Site Directory, and References to Your Site**

At DC Labs LLC we work to protect your privacy to the best of our ability and within all applicable laws and policies. Please refer to our Privacy Statement, which is considered part of this Agreement. Please carefully consider what information you wish to provide, display, publish, or transmit; it is important to remember that privacy and security over the internet cannot be guaranteed.



As an added bonus to our users and to help promote AppFX or our other products and services, we may create, publish, display, or provide for general access a directory or list of some or all of our users' sites without notice. This director or list may include links to your site or site's pages. You agree that we may list your site in this directory unless previous arrangements have been made with us in advance and in writing by using either the AppFX Help Ticket System (log in and click to edit a site on your account, click "Need Help?", then "Help Ticket System") or through the email at support@AppFXtoys.com.

You agree that we may refer to your site or your relationship to us as a customer, use images of your site, visit or display your site, and link to your site at any time in any communications or format for the purpose of promoting or discussing AppFX or our other products and services.

## 5. Billing and Fees

You agree to pay all applicable fees for your account, the use of AppFX, and any other services or products you use.

You agree to hereby authorize AppFX and DC Labs LLC to charge your credit card or debit card at any time for any fees owed on your account. In general, you will be billed for all services before or at the start of actual service, product delivery, or period of performance. For example, many of our customers with monthly service accounts may be billed for the month ahead. However, you acknowledge and agree that DC Labs LLC at its discretion may wait to bill your account and charge your credit or debit card later, accumulating fees and charges for any period of time. All fees and charges will be in U.S. dollars. Our current fees and packages are listed on our website. You can review your current services and associated fees in the billing section of your account (log in and click to edit a site on your account, click "Billing", then "Services"). You agree that it is your responsibility to update your billing information immediately after it changes, including new billing card information and expiration dates. You acknowledge that if your card declines or if we are for any reason unable to immediately collect fees and charges, your service may be suspended or discontinued at our sole discretion and without notice.

Please contact us for any billing questions. DC Labs LLC reserves the right to change fees, charges, packages, and billing methods at any time at our sole discretion. We will notify you at least thirty (30) days in advance of any changes that directly affect your account and fees. Other changes can be found on our website. We reserve the right to charge additional fees as needed for premium services, upgrades, add-ons, and other services or products. You agree to pay all such fees and charges on time and as part of your regular billing. You agree to waive any rights to dispute or seek remedy for any billing questions, problems, or discrepancies if you fail to notify us in writing within sixty (60) days of when they first appear on your credit or debit card statement. You can notify us of any questions, problems, or discrepancies through either the AppFX Help Ticket System (log in and click to edit a site on your account, click "Need Help?", then "Help Ticket System") or through the email at support@AppFXtoys.com.

You agree to keep your account current, and pay all fees, charges, and applicable taxes on time. You acknowledge that you are liable for all fees, charges, and taxes, and may be billed additional charges if your payment is overdue. You further agree to pay all applicable collection and attorney fees, and that this Agreement in no way limits our other actions or remedies for collecting fees and charges. If for any reason you cancel or we terminate your account, you agree to pay all previous and current fees and charges immediately. Advance payments or fees for pre-paid services will not be refunded.

## 6. Coupon codes and Other Offers

At our discretion, we may from time to time offer coupon codes of our products and services or other special offers and benefits. We encourage you take advantage of these offers. In general, once your free trial period is up we will begin billing your account. In general, we will not automatically apply special offers, trials, or benefits to your account. It is your responsibility to request that any special offers, trials, and benefits be added to your account. We will apply these at our sole discretion and if the appropriate



conditions have been met. Any additional terms and conditions for trials or special offers will be included with the offers or listed on our website. These terms and conditions are considered part of the terms and conditions of this Agreement. The terms and conditions of this Agreement will take precedence in all cases if there is any conflict in the terms and conditions of trials or other offers which are provided elsewhere, whether in writing or otherwise.

#### 7. Cancellation or Termination

You have the right to cancel your account and service at any time. DC Labs LLC reserves the right to cancel or terminate your account or to close your site at any time and for any reason and at our sole discretion without notice. No refunds will be provided for any account cancellation or termination. DC Labs LLC reserves the right to delete or destroy any information, files, content, or other material provided to us or uploaded to AppFX at any time and for any reason at our sole discretion without notice. In most cases we may provide advance warning that your account, site, service, content, or materials will be cancelled, terminated, or destroyed.

**IF YOU DO NOT AGREE WITH ANY OF THIS AGREEMENT OR THE APPFX SERVICE, YOUR SOLE REMEDY IS TO CANCEL YOUR ACCOUNT AND TRANSFER YOUR SERVICE(S) TO ANOTHER PROVIDER.**

#### 8. Our Content on Your Site

You agree that DC Labs LLC may place text and/or image links to a website or websites in the footer of each and every page created with the AppFX system.

#### 9. Changes to the Agreement and Service

DC Labs LLC reserves the right at any time to change, modify, suspend, or discontinue this Agreement, any and all terms of service, and any other policies temporarily or permanently at our sole discretion and without notice. DC Labs LLC also reserves the right at any time to change, modify, suspend, or discontinue AppFX or any of our products or services at our sole discretion and without notice. You agree that DC Labs LLC shall not be liable to you or any third party for any cancellation, suspension, modification, or change to AppFX, our products or services, or to this Agreement and other policies. All changes to this Agreement, terms of service, or policies will be posted on the AppFX website. Please check periodically to review the Agreement for changes. By continuing to use AppFX and our services after any changes are posted you automatically agree to these changes.

**IF YOU DO NOT AGREE WITH ANY OF THE CHANGES TO THE AGREEMENT OR SERVICE, YOUR SOLE REMEDY IS TO CANCEL YOUR ACCOUNT AND TRANSFER YOUR SERVICE(S) TO ANOTHER PROVIDER.**

#### 10. Site Content Storage, Size and Space Limitations, and Bandwidth

DC Labs LLC currently does not limit the number of pages, products, or files which you use or create to set up your site or account. However, we reserve the right to establish and enforce page, product, file, and other limits at any time and at our sole discretion. Any such changes will be posted on our website or in updates to this Agreement.

We encourage you to keep backup copies of all materials and content you provide or upload to your site or account. We are not liable or responsible for the corruption, loss, or deletion of any files, materials, or other content you provide or upload to your site or account. You understand that files, data, and materials may be lost, deleted, or become corrupted during the transmission process to your AppFX account, during storage, or at any other time. The allowed storage space per account and site is limited, and we may at any



time and at our sole discretion move, delete, compress, or otherwise change the material, files, or other content of your site including but not limited to enforcing space and time limitations.

You agree that we may charge you additional fees for the retrieval or restoration of any materials, files, pages, other content corrupted, lost, or deleted. You agree that we reserve the right to refuse to retrieve or restore any materials, files, pages, or other content at our sole discretion.

DC Labs LLC endeavors to provide fast and reliable access to our servers, computers, and the AppFX system for our customers, as well as fast and reliable service for the visitors to your site or sites. However, bandwidth is limited and speeds and access cannot be guaranteed. We reserve the right to limit bandwidth usage, delete or modify files, or take any other actions we deem necessary in our effort to maintain overall access speeds and availability.

Please contact us with any questions or concerns.

#### 11. Force Majeure and Service Maintenance

DC Labs LLC endeavors to provide you with excellent service around the clock. We may interrupt your service from time to time to perform critical maintenance, upgrades, or valuable enhancements to our service and products. In general, these interruptions will take up less than 5% of the total calendar year.

You agree that DC Labs LLC shall not be liable for any failure to provide service or perform any of the obligations listed in this Agreement, granted that such failure is caused by any event outside the reasonable control of DC Labs LLC, including without limitation accidents, transmission failures, telecommunications and Internet outages, flood, fire, hurricane, riots, war, acts of terrorism, weather, strikes and other economic interruptions, acts of God, and orders of government agencies.

#### 12. Security

DC Labs LLC encourages you to maintain utmost security and confidentiality of your passwords. You are fully responsible for your password and maintaining confidentiality. You agree to immediately notify us if you suspect that your account, password, or system security has been compromised. You are fully responsible for maintaining the confidentiality of all data and information collected on your site and stored in your account, including but not limited to personal, billing, and financial information belonging to you, your visitors, or your customers. **DC LABS LLC SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM ANY SECURITY BREACHES, DATA OR IDENTITY THEFT, OR LOSS OF DATA OR INFORMATION. DC LABS LLC DOES NOT IN ANY WAY WARRANT OR REPRESENT THAT ACCOUNT INFORMATION, TRANSMITTED OR STORED DATA, OR ANY OTHER DATA OR INFORMATION WILL REMAIN SECURE.**

#### 13. Consent to Electronic Communications, Do Not Call Lists, and Email Opt-in

DC Labs LLC and the AppFX system and sites may at our sole discretion communicate with you and form legally binding agreements with you through a variety of methods and formats including but not limited to electronic messages in your account, email, telephone and voice, in person, and paper mail. You agree that all such formats and methods including all electronic and voice communications and methods are legally binding. You consent to do business with us electronically and conduct all communications electronically. You agree that AppFX may send communications to you by email and/or may make communication available to you by posting them at one or more of our websites. Communications includes any notice, record, agreement, or other type of information that is made to you or received from you in connection with your AppFX site or account, or our company.



You further agree that we may contact you at any time regardless of whether or not you or your telephone number are on any Federal or State Do Not Call List, or any similar list. You agree that we may send you emails to discuss your account and services and to offer you other products or services, and that you will not report DC Labs LLC, AppFX, or any of our communications as SPAM to anyone, to any service provider, ISP, or governing body. We may from time to time and at our sole discretion provide specific opt-in or opt-out options for different types of email or communications you receive from us. By providing us with your email address, you agree to opt in to all emails and communications from us. You may opt out entirely by cancelling your account and transferring your service to another provider.

#### 14. Your Relationship with Us

You agree that the relationship between you and DC Labs LLC is strictly that of two independent contractors, and that in no case and under no circumstances shall this relationship be construed in any way to be participants in a joint undertaking, including but not limited to principal or agent, employer and employee, franchiser and franchisee, partners, joint venturers, or co-owners. You agree that neither you nor DC Labs LLC will act on behalf of the other or represent the other.

#### 15. Customer Rules of Conduct

You help to form the AppFX community at DC Labs LLC, and together we are helping to form the world wide community of the web and Internet. We will generally not edit or screen your site, content, materials, files, services, or products. However, DC Labs LLC reserves the right to review, screen, edit, delete, sanction, or censor any accounts, sites, pages, content, materials, files, services, or products using AppFX or any of our other products and services without notice at any time and at our sole discretion.

You agree to follow all applicable laws, policies, and rulings when creating and maintaining your site and pages, including but not limited to all laws regarding the transmission, export, and sharing of data, information, materials, files, services, and products. You further agree that you are fully responsible for all information, data, files, materials, or other content stored, transmitted, broadcast, sold, shared, or otherwise exchanged and that you will follow all applicable copyright and licensing laws. You agree that you must have or obtain the full express permission of all copyright and license owners for any files, material, services, products, or other information prior to providing, posting, transmitting, uploading, or otherwise exchanging such files, material, services, products, or other information.

Note to copyright and intellectual property rights holders: Please notify us of any claims of copyright or intellectual property right infringement to the following address: [legal@appfxtoys.com](mailto:legal@appfxtoys.com).

You agree that you will not:

- a. Upload, post or transmit through your APPFX site any unlawful, harassing (including "stalking"), pornographic, abusive, threatening, harmful, obscene, libelous, tortuous, defamatory, vulgar, invasive of another's privacy, hateful, excessively violent or racially, ethnically or otherwise objectionable content. Pornographic material includes genitalia and/or female breasts being displayed as well as sexual acts. Exceptions can be made with our prior consent. If you feel that your site may be an exception, please send us an e-mail stating your case either through the AppFX Help Ticket System (log in and click to edit a site on your account, click "Need Help?", then "Help Ticket System") or through the email at [support@AppFXtoys.com](mailto:support@AppFXtoys.com).
- b. Copy, broadcast, distribute, or otherwise use any content provided by others, in a manner that is unlawful, harassing, abusive, threatening, harmful, obscene, libelous, tortuous, or otherwise objectionable on your APPFX site.
- c. Host or transmit any content that might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others.



- d. Copy, broadcast, distribute, or otherwise use any content provided by others, in a manner that infringes the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others.
- e. Interfere with or disrupt APPFX's site, services, computer systems, servers or networks, or violate the regulations or policies of such networks.
- f. Transmit any content containing viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful programs.
- g. Attempt to gain unauthorized access to APPFX's site or services, others' accounts, private web sites, or computer systems or networks connected to APPFX's site, through password mining or otherwise.
- h. Engage in any systematic extraction of data or data fields, including without limitation e-mail addresses.
- i. Frame the site in any way or otherwise attempt to defeat, modify or bypass any pages or functionality of the site.
- j. Collect information about others without their consent.
- k. Provide false information on your registration form, impersonate any person or the voice of any person, or otherwise attempt to mislead others about your identity or affiliation with a person or entity or the origin of a message or other communication.
- l. Transmit junk mail, spam, chain letters, or other unsolicited bulk e-mail or duplicative messages.
- m. Copy audio content without the permission of all parties to the conversation.
- n. Sell access to or use of any services available on APPFX's site.
- o. Interfere with anyone's use or enjoyment of APPFX's site.
- p. Harm minors in any way.
- q. Fail to respond to customer, intellectual property right, copyright or trademark holders' questions within 3 business days.
- r. Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons and creating "Crush" sites.
- s. Use your home page (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond our site.

#### 16. Third Party Services and External Links

DC Labs LLC may from time to time and at its sole discretion provide products, services, content and other information from third parties. The DC Labs LLC sites, including AppFX, may contain links to third party sites, services, and resources. These are provided for your convenience only. You understand and agree that DC Labs LLC does not endorse and has no control over these sites, services, and resources, their quality, availability, or their terms and conditions. You understand and agree that DC Labs LLC shall not be liable for any loss or damage resulting from your use of these third party sites, services, or products, or



any failure of those third parties to meet the terms and conditions of their agreements with you. DC Labs LLC reserves the right to review, edit, suspend, discontinue, remove, or delete links, access, or any other reference to any third party sites, services, or products at any time at our sole discretion and without notice.

You agree to release and indemnify DC Labs LLC entirely in all cases arising from your use, visits, or agreements with any third party sites, services, or products.

Please use your best judgment when using the internet and before providing any personally identifiable information to anyone or any website. We encourage you and your family to review the usage, privacy, and other policies of all sites that you visit.

#### 17. Your End Users, Visitors, and Customers

You agree that your relationship and agreements with the end users, visitors, and customers of your site, services, and products are separate and independent from your relationship with DC Labs LLC and this Agreement. You agree to release and indemnify DC Labs LLC entirely in all cases arising from your relationship and agreements with the end users, visitors, and customers of your site, services, and products.

You agree to provide your end users, visitors, and customers with either your direct contact information or a method of communicating with you directly.

#### 18. Indemnification

You agree to indemnify and hold DC Labs LLC, rebranders, cobranders, and its suppliers, affiliates, partners, subsidiaries, directors, shareholders and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (i) your breach of this Agreement; (ii) any information (including but not limited to your data and your publicly posted information) submitted, posted, or otherwise provided by you at your site and/or to DC Labs LLC and/or its affiliates; (iii) any dispute or litigation between an Indemnified Party and a third party caused by your actions; and (iv) your negligence or violation or alleged violations of any rights of another. These obligations will survive any termination of your relationship with DC Labs LLC or your use of the Service. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of DC Labs LLC and/or its suppliers, affiliates, partners, subsidiaries and employees.

#### 19. Indemnification by Customer

You will defend, indemnify and hold DC Labs LLC harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses) associated with any claim or action brought against DC Labs LLC that arises directly or indirectly from you or your end-users, or the content of such end-user's web site, contrary to the provisions of this Agreement, including claims based on representations, warranties, or misrepresentations made by you, provided that DC Labs LLC promptly notifies you in writing of the claim and allows you to control and fully cooperate with you in the defense and all related settlement negotiations. You shall be relieved of its indemnification obligations under this Agreement to the extent it is actually prejudiced by DC Labs LLC's failure to provide such notice or cooperation. You shall have no liability for any settlement or compromise made without its prior written consent, although such consent not to be unreasonably withheld.

#### 20. Proprietary Rights to Content

You agree that Content presented through our site by DC Labs LLC, its advertisers, or others, including all text, graphics, logos, button icons, images, audio files, software, data compilations and other intellectual





property, is owned by DC Labs LLC or its licensees and is protected by copyright, trade-mark, service mark, patent, or other proprietary rights and laws. You agree not to otherwise copy, change, upload, transmit, sell or distribute any content available through DC Labs LLC's site, including code and software, except standard page caching which occurs in the normal course of browsing. By way of example, you agree not to use any trade names or trademarks displayed on any other web site you operate such as in the meta-data of such web site. Except as expressly authorized by DC Labs LLC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the software, in whole or in part. You also agree not to record or otherwise make a copy of audio content on the site unless you have the permission of all parties to the conversation to do so.

#### 21. Your Grant of Limited License

By posting or submitting content to the site, you (a) grant to DC Labs LLC and its affiliates and licensees the royalty free, non-exclusive right to use, reproduce, display, perform, adapt, modify, distribute, have distributed and promote the content in any form, anywhere and for any purpose; (b) warrant and represent that you own or otherwise control all of the rights to the content and that the public posting and use of your content by DC Labs LLC will not infringe or violate the rights of any third party; and (c) waive all moral rights that you have in the content and warrant and represent that all other authors and creators of the content have also waived their moral rights in and to the content.

#### 22. Severability.

The provisions of this Agreement are severable and separate, and if one or more is void by statute or rule of law, the remaining provisions shall be severed there from and shall remain in full force and effect.

#### 23. Governing Law.

This Agreement and its terms are to be construed according to the laws of the State of Oregon and to the laws of the United States of America as applicable.

#### 24. Titles and Headings

The titles, headings, formatting, and methods of delineating sections contained in this Agreement are intended solely for reference and convenience and are not intended for any other purpose whatsoever, or to explain, modify or any way limit or constrain any of the provisions of this Agreement.

#### 25. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. DC LABS LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

DC LABS LLC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.





ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DC LABS LLC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

## 26. Limitation of Liability

IN NO EVENT SHALL DC LABS LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF DC LABS LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE SERVICE, (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL DC LABS LLC'S AGGREGATE LIABILITY TO YOU AND/OR ANY THIRD PARTY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT YOU ACTUALLY PAY TO DC LABS LLC UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE OR \$500.00, WHICHEVER IS LESS. Without limiting the foregoing, neither DC LABS LLC nor its suppliers is responsible for any of your data residing on the service or DC LABS LLC's suppliers' hardware. You are responsible for backing-up your data and information that may reside on the service or DC LABS LLC's suppliers' hardware, whether or not such information is produced through the use of the service. It is your responsibility to take the necessary steps to ensure that your primary means of business is maintained (if applicable).

## 27. Dispute Resolution

You agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be finally settled by binding arbitration in Multnomah County in the State of Oregon in accordance with the rules then obtained from the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. All proceedings, evidence, agreements, and settlements shall be in English. You agree to file any claims within one (1) year from the time such claims arise and that if you fail to file within one (1) year such claims will be barred forever and you waive all rights to such claims. DC Labs LLC reserves the right to apply to any court of appropriate jurisdiction for any reason and without limiting or affecting the powers of the arbitrator or this arbitration agreement.

A printed version of this Agreement shall be legally admissible to any arbitration and legal proceedings to the full and same extent as any other legal or business document.

You agree that at its sole discretion DC Labs LLC may require that all actions and legal proceedings regarding DC Labs LLC, your service, and this Agreement shall occur in the jurisdiction of Multnomah County in the State of Oregon, and you hereby irrevocably agree to waive all rights to proceedings and actions elsewhere. For any non-arbitral action or proceeding arising out of or related to your service or this Agreement, you agree to submit to sole and exclusive jurisdiction and venue in the courts located in Multnomah County in the State of Oregon and further agree that any such action or proceeding shall be brought in a court in Multnomah County in the State of Oregon.

