



Terms of Service (TOS)

Direct Axis, LLC creative services and hosting is subject to the following Terms and Conditions of Use (“Terms and Conditions”) all of which are incorporated by reference into these Terms and Conditions. Your use of Direct Axis, LLC hosting account will constitute your acceptance of these terms and conditions.

1. Your Account and Site.

If you create a website or blog on the hosting service, you are responsible for maintaining the security of your account and website or blog, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the website or blog. Your account cannot describe or assign keywords to your website or blog in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and Direct Axis, LLC may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Direct Axis, LLC liability. You will immediately notify Direct Axis, LLC of any unauthorized uses of your website or blog, your account or any other breaches of security. Direct Axis, LLC will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions. Direct Axis, LLC may from time to time set storage limits for your website or blog, or take any other measures Direct Axis, LLC considers appropriate to manage Direct Axis, LLC. Direct Axis, LLC will advise you of any such change, and may do so in any reasonable manner, such as posting a change on the dashboard you see when you log in to your Direct Axis, LLC account or via the website or blog accessible on the front page of Direct Axis, LLC. If you exceed the storage limits, Direct Axis, LLC may require you to reduce the storage you are using or pay additional fees. Direct Axis, LLC may also from time to time change its policies on offering commercial content or displaying advertising, and it may do this without notice. However, Direct Axis, LLC may post website or blog entries about its policy changes, and you may wish to check your dashboard for Direct Axis, LLC’s announcements about any such changes.

2. Responsibility of Contributors.

If you operate a website or blog, comment on a website or blog, post material (any such material, “Content”) your website, You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the



material (such as spoofing);

- the Content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Direct Axis, LLC or otherwise.

By submitting Content to your website, you grant Direct Axis, LLC a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your website or blog. If you delete Content, Direct Axis, LLC will use reasonable efforts to remove it from Direct Axis, LLC, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, Direct Axis, LLC has the right (though not the obligation) to, in Direct Axis, LLC's sole discretion (i) refuse or remove any content that, in Direct Axis, LLC's reasonable opinion, violates any Direct Axis, LLC policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of Direct Axis, LLC to any individual or entity for any reason, in Direct Axis, LLC's sole discretion. Direct Axis, LLC will have no obligation to provide a refund of any amounts previously paid.

3. Responsibility of Website Visitors.

Direct Axis, LLC has not reviewed, and cannot review, all of the material, including computer software, posted to your website, and cannot therefore be responsible for that material's content, use or effects. By operating a website, Direct Axis, LLC does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

4. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through your website or linked to your website. Direct Axis, LLC does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a website or webpage, Direct Axis, LLC does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Direct Axis, LLC disclaims any responsibility for any harm resulting from your use of websites and webpages.

5. Copyright Infringement and DMCA Policy.

As Direct Axis, LLC asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to your website violates your copyright, you are encouraged to notify Direct Axis, LLC in accordance with the Digital Millennium Copyright Act ("DMCA") Policy. Direct Axis, LLC will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Direct Axis, LLC or others, Direct Axis, LLC may, in its discretion, terminate or deny access to and use of our web hosting service. In the case of such termination, Direct Axis, LLC will have no obligation to provide a refund of any amounts previously paid



to Direct Axis, LLC.

6. Trademarks.

Direct Axis, LLC, all other trademarks, service marks, graphics and logos used in connection with Direct Axis, LLC, or Direct Axis, LLC are trademarks or registered trademarks of Direct Axis, LLC or Direct Axis, LLC licensors. Other trademarks, service marks, graphics and logos used in connection with Direct Axis, LLC may be the trademarks of other third parties. Your use of Direct Axis, LLC grants you no right or license to reproduce or otherwise use any Direct Axis, LLC or third-party trademarks.

7. Changes.

Direct Axis, LLC, including without limitation all content there available and these Terms and Conditions, may be changed at the sole discretion of Direct Axis, LLC and without notice. You are bound by any such updates or changes, including but not limited to those affecting these Terms and Conditions, and so should periodically review these Terms and Conditions.

8. Limitation of warranties of Direct Axis, LLC, its suppliers and its licensors.

Except as otherwise expressly stated, all content posted to or available from your website is provided "as is", and Direct Axis, LLC, its suppliers and its licensors make no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title or non-infringement of proprietary rights. You understand and agree that if you download from, or otherwise obtain content or services through, Direct Axis, LLC at your own discretion and risk, and that Direct Axis, LLC, its suppliers and its licensors will have no liability or responsibility for any damage to your computer system or data that results from the download or use of such content or services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above may not apply to you.

9. Limitation of liability of Direct Axis, LLC, its suppliers and its licensors.

Except as otherwise expressly stated, in no event will Direct Axis, LLC, its suppliers or its licensors be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, regardless of the basis or nature of the claim, resulting from any use of Direct Axis, LLC, or the contents thereof including without limitation any lost profits, business interruption, loss of data or otherwise, even if Direct Axis, LLC, its suppliers or its licensors were expressly advised of the possibility of such damages. In no event will the aggregate liability for any and all of your claims against Direct Axis, LLC, its suppliers and its licensors arising out of or related to use of Direct Axis, LLC, or the contents thereof or of any hyperlinked Direct Axis, LLC exceed the amounts actually paid by you to Direct Axis, LLC during the 12-month period prior to the date a claim is made. Some jurisdictions may not allow the exclusion or limitation of liability for certain incidental or consequential damages, so some of the above limitations may not apply to you. The parties agree that this Section 11 represents a reasonable allocation of risk.

10. General Representation and Warranty.

You represent and warrant that your use of Direct Axis, LLC services will be in accordance with Direct Axis, LLC Privacy Policy, with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all appli-



cable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and with any other applicable policy or terms and conditions.

11. Indemnification.

You agree to defend, indemnify and hold harmless Direct Axis, LLC, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of Direct Axis, LLC, including but not limited to out of your violation of any representation or warranty contained in these Terms and Conditions.

12. Termination and Refunds.

Breach of this TOS will result in immediate termination however a service agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice should be faxed or mailed. Direct Axis, LLC will not accept terminations by electronic mail or over the telephone for obvious security reasons, until verified via mail or fax. Upon termination, control of users domain, stored data and archived email will be returned to the customer, upon request only once the contract has been paid in full for the length of the term. Refund requests will be handled on a case by case basis and left up to the discretion of Direct Axis, LLC. If a refund for services is issued payment will be returned via corporate check within 30 days of issue.

13. Miscellaneous.

These Terms and Conditions constitute the entire agreement between Direct Axis, LLC and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Direct Axis, LLC, or by the posting by Direct Axis, LLC of a revised version. Except to the extent applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of Direct Axis, LLC will be governed by the laws of the state of Pennsylvania, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Allegheny County, Pennsylvania. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; Direct Axis, LLC may assign its rights under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.