

Terms-of-Use Agreement

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Welcome to the MojoHost website (“**Website**”). We ask that you read the following terms of use, which constitute a license that covers your use of this Website and any transactions that you engage in through this Website not subject to the master services agreement (“**MSA**”). We ask that you pay special attention to the following provisions: (1) disclaimer of warranties (section 13); (2) disclaimer of liability and release (section 14); (3) exclusion of damages and exclusive remedy (section 15); (4) place for resolving disputes (section 19); and (5) dispute resolution (i.e., mandatory arbitration) (section 20). By accessing, viewing, or using this Website, you acknowledge that you have read, understand, and agree with these terms. If you do not wish to be bound by these terms, please do not use this Website.

1. Introduction

This Website provides information and material of a general nature about MojoHost, which is a web hosting company, and the services it offers. We provide this information for informational purpose only. You should not rely on this Website for advice of any nature. In no way is the owner of this Website responsible for the actions, decisions, or other behavior taken or not taken by you in reliance on this Website. You act at your own risk in reliance on the contents of this Website.

MojoHost may change or modify these terms, and any policies or agreements incorporated in these terms, on one or more occasions. Any changes or modifications will become effective immediately on posting to the Website. Your use of this Website after we have made the changes or modifications will constitute your acceptance of these terms as last revised. If you do not agree to be bound by these terms as last revised, please do not use (or continue to use) this Website. For more information about modifications, please see section 24.3, below.

2. Scope of Terms

These terms apply to the Website located at www.MojoHost.com and all MojoHost owned or operated websites that are linked to www.MojoHost.com by MojoHost and its affiliates. These terms also apply to any online resources, materials, download areas, tools, and interactive venues provided on the Website, including blogs, community forums, chat rooms, discussion websites, knowledge centers, service offerings information, both now and in the future. MojoHost may also publish specific terms, such as the MSA, in which event, these terms will remain in effect to the extent that they do not conflict with the specific terms. If these terms conflict with the MSA, the MSA controls.

3. Eligibility

This Website and the services are available only to users who can form legally binding contracts under applicable law. By using this Website or the services, you state that you are (1) at least 18-years old, (2) otherwise recognized as being able to form legally binding contracts under applicable law, and (3) are not a person barred from purchasing or receiving the services under the laws of the United States or other applicable jurisdiction.

4. Limited License; Use of Website

MojoHost grants you a limited, nonexclusive, nontransferable license to access the Website and its content according to these terms and any additional terms, such as the MSA. By “**access**,” we mean visit the Website, use its services, and view or download its content. You must comply with all applicable laws when accessing the Website. MojoHost reserves the right to change, limit, or cancel your access if you fail to comply with these terms or any other applicable terms, such as the MSA. You may only access the Website for your personal, noncommercial use, and you may not copy or post it on any network computer or broadcast in any media. You will not use any content that you access on the Website for further distribution, display, or sale.

MojoHost provides this Website solely for the use of current and future customers of MojoHost to provide you with information about our company, to permit you to place orders for our products and services, and to enable you to contact us with any questions or comments that you may have. Any other use of this Website is prohibited. For example, you should not use any features on this Website that permit communications or postings to post, transmit, display, or otherwise communicate

- any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- any advertisement, solicitation, spam, chain letter, or other similar type of information;
- any encouragement of illegal activity;
- unauthorized use or disclosure of private, personally identifiable information of others;
- or
- any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

Password Protected Areas. Access to and use of password-protected areas of the Website is restricted to authorized users only. You agree that you: (1) will provide current, complete, and accurate identification, contact, and other information about you as you may be prompted by the Website; (2) are responsible to maintain, keep current, and update any registration data and other information you provide to MojoHost; (3) are entirely responsible for maintaining the security of your password, identification, and account and for all activity that occurs under your account; and (4) will notify MojoHost immediately of any unauthorized access or use of your account or password or any other breach of security. You understand that any person with your password will be able to access your account and any registration data, including access to your servers and applications accessible through your account. You accept sole risk of unauthorized access to your account. MojoHost will not be liable to you for any loss you may incur because of someone else using your password or account regardless of your knowledge. You may be held liable for losses incurred by MojoHost or any other user or visitor to the Website due to someone else using your password or account. You may not use anyone else’s account at any time, without the permission of the account holder.

Purchase and Availability of Services. The MSA applies to your purchase of services from MojoHost and to specific portions or features of the Website. MojoHost’s obligations regarding the services offered on the Website are controlled solely by the MSA and nothing contained on the Website or in these terms will be construed to alter the MSA. The materials on the Website regarding services may be outdated and MojoHost makes no commitment to update the materials. Not all services mentioned in these materials may be available and any references to them do not imply that MojoHost will make them available to you. Please contact MojoHost regarding the availability of particular services at inquiry@MojoHost.com.

5. Ownership of Content

The Website; its past, present, and future versions; all webpages found within the Website; the material and information on the Website; all graphics, text, images, audio, videos, webinars, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any copyrightable material (including source and object code), and all other materials, including the design, structure, “look and feel,” and arrangement of the content contained on the Website (“**content**”); and trade names, trademarks, service marks, logos, domain names, and other distinctive brand elements, regardless of registration, are owned, controlled, or licensed by or to MojoHost, and are protected by intellectual property laws, including copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and other proprietary rights and unfair competition laws. In using the Website or the content, you acknowledge and agree to abide by all applicable intellectual property laws, as well as any specific notices contained on the Website. All rights not expressly granted are reserved.

The Website and the content may not be copied, reproduced, modified, adapted, translated, transmitted, displayed, published, posted, resolved, or otherwise distributed in any way, without MojoHost’s express prior written authorization. MojoHost grants you permission to display on your computer, print, and download the content on this Website solely for your own personal, noncommercial, and educational use. You must retain copyright and other notices on any copies of the content you make. Certain content and documents available on this Website may be open source content and documents subject to the applicable open source license and are so marked. Your use of those materials is governed by the individual applicable license. Unauthorized use of the Website or the content contained on or available through the Website or any linked websites may violate applicable intellectual property laws or other laws.

The Website may contain user or third-party submitted content, such as feedback and suggestions, posts or submissions, and other materials (“**submissions**”) intended for review by the general public, or by members of any public or private community. MojoHost does not claim ownership of third-party submitted content and will have no obligation or liability of any kind with respect to submissions. MojoHost does not review, approve, or endorse submissions. MojoHost provides submissions solely for convenience to MojoHost customers and users. MojoHost reserves the right to monitor, restrict access to, edit, or remove any content available on the Website.

Copyright Infringement Complaints. You may not use the Website or content for any purpose or in any manner that infringes the rights of any third parties. MojoHost encourages you to report any content on the Website that you believe infringes your copyright. If you would like to submit a copyright infringement complaint, please visit our [DMCA webpage](#).

6. Trademarks

The trademarks, service marks, logos, slogans, and domain names (“**marks**”) referenced on the Website are either common-law service marks or trademarks, or registered service marks or trademarks of Easy Online Solutions, Ltd., a Michigan corporation, and are protected by trademark laws in the United States and other countries, and international laws and treaties. Other names of actual companies and products mentioned on the Website may be the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement, or association with MojoHost. Nothing contained on the Website should be

construed as granting, by implication or otherwise, any license or right to use any marks displayed on the Website, metatags, or any other “hidden text” using marks of MojoHost and its licensors, without prior written permission of MojoHost or the third party who may own the mark.

7. Privacy Policy; Usage Information

MojoHost’s has a separate privacy policy posted on the Website. MojoHost incorporates its privacy policy into these terms by this reference. Your agreement to these terms or your continued access to the Website establishes your agreement to the privacy policy. In addition, by accessing this Website, you acknowledge that Internet transmissions are never completely private or secure. You understand that others may read or intercept any message or information you send to the Website even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

MojoHost may use software that automatically tracks performance and usage information to evaluate the Website. This software will not personally identify you.

8. Feedback

MojoHost encourages you to provide feedback about the Website. However, MojoHost will not treat as confidential any suggestion or idea provided by you, and nothing in these terms will restrict MojoHost’s right to use, profit from, disclose, publish, or otherwise exploit any feedback, without compensation to you.

9. Hyperlinking to MojoHost Website

MojoHost grants you a limited, nonexclusive license to create a text hyperlink to www.MojoHost.com only; you may not use the MojoHost corporate logo or any other brand feature to link to MojoHost. MojoHost prohibits you from hyperlinking directly to any other webpage or content within the Website without its prior written permission. MojoHost only consents to hyperlinks in which the hyperlink and the webpages that are activated by the hyperlink do not: (1) duplicate the content of the Website; (2) frame or create any other border around the content or any webpages on the Website or use other techniques that alter in any way the visual presentation or appearance of any content within the Website; (3) misrepresent your relationship with MojoHost or otherwise create a false affiliation, connection, or association with MojoHost; (4) imply that MojoHost approves or endorses you, your website, or your services or product offerings; (5) present a false or misleading impression about MojoHost or otherwise damage the goodwill associated with the MojoHost name or trademarks; (6) use MojoHost trademarks in webpage text, metatags, or hidden text to gain higher rankings from search engines; or (7) use MojoHost name, trademarks, service marks, colors, logos, or any other brand features of MojoHost. MojoHost may revoke this limited license—that is, permission to hyperlink—at any time. If MojoHost revokes this limited license, you will immediately remove all hyperlinks to the Website and stop using the MojoHost trademark. MojoHost will disable any unauthorized hyperlinks or frames, and disclaims any responsibility for the content available on any other website reached by hyperlinks to or from the Website.

10. Hyperlinks to Third-Party Websites

As a convenience to you, MojoHost may provide on this Website hyperlinks to websites owned

or operated by other entities that are completely independent from MojoHost. If you access any of these hyperlinked websites, you will leave this Website. If you decide to visit any hyperlinked website, you do so at your own risk and subject to any terms and privacy policies posted on the hyperlinked websites. MojoHost encourages you to review the terms and privacy policies posted on all hyperlinked websites. Regardless, it is your responsibility to take all protective measures to guard against viruses or other destructive elements. MojoHost does not maintain, control, or govern hyperlinked websites, regardless of the hyperlinking form (e.g., hotlinks, hypertext links, IMG links). MojoHost does not investigate, verify, monitor, or endorse the content, accuracy, opinions expressed, and other hyperlinks provided by hyperlinked websites. MojoHost does not endorse, make any representations regarding, or warrant any information, goods, or services appearing or offered on any hyperlinked website, other than linked information authored by MojoHost. Hyperlinks do not imply that MojoHost or this Website sponsors, endorses, is affiliated or associated with, or is legally authorized to use any service mark, trademark, trade name, logo, or copyright symbol displayed in or accessible through the hyperlinks, or that any hyperlinked website is authorized to use any service mark, trademark, trade name, logo, or copyright symbol of MojoHost. Except for hyperlinks to information authored by MojoHost, MojoHost is neither responsible for nor will it be liable under any theory based on (1) any hyperlinked website; (2) any information or content found on any hyperlinked website; or (3) any websites linked to or from any hyperlinked website. If you decide to visit any hyperlinked websites or transact any business on them, you do so at your own risk. MojoHost reserves the right to discontinue any hyperlinked website at any time without prior notice. Please contact the webmasters of any hyperlinked websites concerning any information, goods, or services appearing on them.

11. Termination and Suspension

Without limiting its other remedies, MojoHost may immediately discontinue, suspend, terminate, or block your and any user's access to this Website.

12. Forward-Looking Statements

All statements on the Website other than statements of historical fact are statements that could be deemed forward-looking statements, including (1) any projections of financial information; (2) any statements about historical results that may suggest trends for our business; (3) any statements about operational improvements or third-party data that may suggest trends for our business or industry; (4) any statements of the plans, strategies, and objectives of MojoHost for future operations or service offerings; (5) any statements of expectation or belief regarding future events, potential markets, or market size; (6) any statements about technology developments; and (7) any statements of assumptions underlying any of the items mentioned. Risks, uncertainties, and assumptions include the possibility that expected benefits from our operational improvements or service offerings may not materialize. These statements are based on a number of assumptions and estimates, which are subject to significant uncertainties that involve risks, many of which are beyond our control and not guarantees of future performance. If these risks or uncertainties materialize or these assumptions prove incorrect, the results of MojoHost could differ materially from our current expectations because of many factors, including: (1) the unpredictable nature of our rapidly evolving market and quarterly fluctuations in our business; (2) the effects of competition; and (3) any adverse changes in our indirect channel relationships. Except as required by law, MojoHost assumes no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

13. Disclaimer of Warranties

- 13.1 We provide you access to this Website and its content “as is,” “with all faults,” and “as available.” You assume the entire risk for satisfactory quality, performance, accuracy, and effort. MojoHost makes no representations or warranties of any kind—express or implied—regarding the operation of the Website, the content, information, or the materials on this Website. To the fullest extent permissible under applicable law, **MojoHost expressly disclaims all warranties**—express, statutory, or implied—regarding any of the materials, content, or information on this Website or any goods or other products or services offered, sold, or displayed on this Website or your use of this Website generally. This disclaimer includes any warranties of (1) merchantability, (2) fitness for a particular purpose, (3) workmanlike effort, (4) accuracy, (5) completeness, (6) reliability, (7) suitability, (8) security, (9) privacy, (10) title, (11) exclusivity, (12) quiet enjoyment, (13) noninfringement, and warranties that your access to the Website will be (14) uninterrupted, (15) error-free, or that (16) content loss will not occur. MojoHost further makes no representations, warranties, or guarantees that the quality and reliability of any information and hosting services obtained from MojoHost will meet your needs, expectations, and requirements; be virus-free; or perform error- and damage-free. There are no warranties of any kind that extend beyond the face of these terms or that arise because of course of performance, course of dealing, or usage of trade.
- 13.2 We do not make any promise about the results that you may obtain from your use of this Website, or about the accuracy, completeness, reliability, security, or currency of the content. The Website may contain errors, omissions, inaccuracies, or outdated information. We do not warrant the reliability of any statement or other information displayed or distributed through the Website. We reserve the right to correct any errors or omissions in any portion of the Website. If you believe you have found errors or omissions on the Website, you may bring them to our attention by contacting us at abuse@mojohost.com.
- 13.3 You acknowledge that your use of this Website is at your sole risk and you alone will be responsible for any loss or damage that you may suffer from any content located on the Website. You assume all risk and responsibility for any loss or damages to your computer system, data, and business arising out of your use of the Website.

14. Disclaimer of Liability; Release

We disclaim all liability to you for:

(1) any information, comments, or material you receive that is infringing, inaccurate, obscene, indecent, threatening, offensive, defamatory, invasive of privacy, or illegal;

(2) any third party’s unauthorized access to or alterations of your account, transmissions, or data;

(3) any viruses or other disabling code that may infect your computer or affect your access to (or use of) the Website and your other services, hardware, or software;

(4) any incompatibility between the Website and your other services, hardware, or software;
or

(5) any delays or failures you may experience in initiating, conducting, or completing any transmissions to or transactions with the Website.

You release us from all claims, demands, and damages (actual and consequential) of every kind and nature, known or unknown, disclosed or undisclosed, arising out of your use of the Website, including disputes with one or more other users or third parties.

15. Exclusion of Damages; Exclusive Remedy

15.1 Unless caused by our gross negligence or our willful and wanton misconduct, we will not be liable to you for damages of any kind, including direct, indirect, special, consequential, incidental, punitive, reliance, or exemplary damages—whether in tort, contract, or any other legal theory—concerning your use of or your inability to use the Website or the content contained on or accessed through the Website. We are also not liable to you for any damages for loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business arising out of your use of or your inability to use the Website or the content contained on or accessed through the Website. This exclusion includes damages caused by or resulting from your reliance on any information obtained from MojoHost, or that results from mistakes, omissions, interruptions, deletion of files or emails, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether resulting from acts of god, communications failure, theft, destruction, or unauthorized access to MojoHost’s records, programs, or the Website. This exclusion applies even if you advised us of the possibility of these damages or we knew or should have known about the possibility of these damages.

15.2 If you are dissatisfied with the Website or have any other complaint, your exclusive remedy is to stop using the Website. Our maximum liability arising from your use of the Website will not exceed the total amount you have paid to us to use the Website. If you paid us nothing, we owe you nothing.

16. Scope of Disclaimers, Exclusions, and Limitations

The disclaimers, exclusions, and limitations contained in sections 13, 14, and 15 apply to the maximum extent permitted by applicable law, but no more. They are not intended to deprive you of any mandatory protections provided to you under applicable law. Because some jurisdictions may prohibit the exclusion or limitation of certain warranties, liability for consequential damages, or other matters, some or all of the disclaimers, exclusions, or limitations may not apply to you.

17. Compliance with Laws

MojoHost makes no representation that the content and materials are appropriate or available for use outside the United States. You assume all knowledge of applicable law and are responsible for compliance with these laws. You will not access the Website if prohibited in your jurisdiction or use the Website in any way that violates applicable governing laws, regulations, or other government requirements. You will not transmit any content that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violates any applicable governing law or regulation.

18. Loss Payment (also known as Indemnification)

18.1 ***In General.*** You must pay us for any loss of ours that is caused by (1) your use of the Website, (2) your violation of these terms, (3) your violation of rights of a third party, (4) your conduct in connection with the Website, or (5) your negligent or intentional misconduct. But you need not pay to the extent that the loss was caused by our gross negligence or intentional misconduct.

18.2 ***Definitions***

18.2(A) ***Loss*** means an amount that we are legally responsible for or pay in any form. Amounts include, for example, a judgment, a settlement, a fine, damages, injunctive relief, staff compensation, a decrease in property value, and expenses for defending against a claim for a loss (including fees for legal counsel, expert witnesses, and other advisers). A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory or recovery; and includes incidental, direct, and consequential damages.

18.2(B) A loss is ***caused by*** an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.

18.3 ***Our Duty to Notify.*** If we have your contact information, we will notify you before the 30th day after we know or should reasonably have known of a claim for a loss that you might be obligated to pay. Our failure to give you timely notice does not terminate your obligation, except if that failure prejudices your ability to defend the claim or mitigate losses (but this exception does not apply if we do not have your contact information or cannot obtain your contact information in a commercially reasonable manner).

18.4 ***Legal Defense of a Claim.*** We have control over defending a claim for a loss (including settling it), unless we agree otherwise in writing. You and we must cooperate with each other in good faith on a claim.

18.5 ***No Exclusivity.*** Our rights under this section do not affect other rights we might have.

19. **Governing Law; Place for Resolving Disputes**

19.1 The laws of the State of Michigan, U.S.A. govern these terms without regard for any choice-of-law provisions that might direct the application of the laws of any other jurisdiction. The predominant purpose of these terms is providing services and licensing access to intellectual property and not a “sale of goods.”

19.2 Except for disputes subject to arbitration, all disputes arising under these terms or regarding your access to the Website will be subject to the exclusive jurisdiction and venue of the courts in the State of Michigan, U.S.A. You agree to submit to the personal jurisdiction of the courts in the State of Michigan to resolve all disputes not subject to arbitration. You waive any right to seek another forum or venue because of improper or inconvenient forum.

19.3 The parties deem this Website solely based in the State of Michigan, U.S.A. and deem the Website a passive website that does not give rise to personal jurisdiction over the Website (or MojoHost), either specific or general, in any other jurisdiction.

20. Dispute Resolution; Exception for Small Claims

- 20.1 ***In General.*** Each party will allow the other reasonable opportunity to comply before it claims that the other has not met the obligations under these terms. The parties will first meet and negotiate with each other in good faith to attempt to resolve all disputes between the parties relating to these terms.
- 20.2 ***Litigation Election.*** Either party may elect to litigate the following type of case or controversy: (1) an action seeking equitable relief, or (2) a suit to compel compliance with this dispute resolution provision.
- 20.3 ***Mediation.*** If the parties cannot settle a dispute through negotiation within a period of 30 days, then either party may, by notice to the other party and the American Arbitration Association, demand mediation under the Commercial Mediation Rules of the American Arbitration Association. The parties will conduct the mediation in Oakland County, Michigan, U.S.A. Each party will bear its own costs in mediation and the parties will share equally between them all third-party mediation costs unless the parties agree otherwise in writing.
- 20.4 ***Arbitration***

- 20.4(A) If the parties fail to settle within 30 days after service of a written demand for mediation, the parties will settle any unresolved dispute arising out of or relating to these terms, or the breach of these terms, by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. A single arbitrator will preside over the arbitration and issue a final award on all issues submitted to the arbitrator. The parties will conduct the arbitration at a place located in Oakland County, Michigan, U.S.A. The parties will equally bear the costs of arbitration, including the fees and expenses of the arbitrator, and each party will bear the costs associated with its case, subject to the nonbreaching party's right to recover costs and fees under these terms.
- 20.4(B) This section and the arbitrator's authority to grant relief are subject to (1) the Federal Arbitration Act, 9 U.S.C. §§ 1–16, *et seq.*; (2) the provisions of these terms; and (3) the American Arbitration Association Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator may not award punitive or exemplary damages, or damages otherwise limited or excluded in these terms, and the arbitrator's decision will be final and binding. Any court of competent jurisdiction may confirm and enforce the arbitrator's award. The Federal Arbitration Act will govern any post-award proceedings.
- 20.4(C) Unless required by law, neither a party nor an arbitrator will disclose the existence, content, or results of any arbitration under these terms without the prior written consent of both parties.

- 20.5 ***Waiver of Jury Trial.*** Both parties agree that as part of their consideration for these terms, they waive the right to a trial by jury for any dispute arising between the parties related to the subject matter of these terms or the Website. The parties further agree that this waiver will be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this section are waived.

- 20.6 **Exception for Small Claims.** As an alternative to arbitration, you may pursue your claim in a small claims court in your jurisdiction of residence, if the claim meets all of the requirements for the small claims court. If you elect to file a small claims action, the matters raised in the small claims action will not be subject to arbitration.

21. Class Action Waiver

The parties must conduct any proceedings to resolve or litigate any dispute in any forum solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. The parties will not combine any arbitration or proceeding with another without the advanced written consent of all parties to all affected arbitrations or proceedings.

22. Right to Injunctive Relief

Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation if the other party violates these terms, and that an aggrieved party may seek injunctive relief if a violation occurs, in addition to seeking all other remedies available at law or in equity.

23. Limited Time to Bring Claims

A party to these terms must bring any claim arising out of these terms or the Website that party might have against the other party within 1-year after the claim arises. If a party fails to bring any claim that party might have against the other party within this 1-year period, the claim is permanently barred.

24. General Provisions

- 24.1 **Entire Agreement.** These terms, together with the privacy policy, and any other legal notice published by us on the Website, form the entire agreement between you and us concerning the Website and its content. It supersedes all prior or contemporaneous agreements between you and us. A printed version of these terms and of any notice given in electronic form will be admissible in any proceedings based on or relating to these terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 24.2 **Copy of these Terms.** You may—and we recommend that you—print these terms on your printer or save them to your computer. If you are having trouble printing a copy, please contact us at abuse@mojohost.com and we will email you a copy.
- 24.3 **Modifications.** We may modify these terms if we believe necessary to operate the Website or protect our rights. We will try to post changes on the Website at least 15 days before they become effective. Changes will become effective on the last updated date noted at the top of the modified terms. **Changes will not apply to ongoing disputes or to disputes arising out of events occurring before the posted changes.** It is your responsibility periodically to check the Website to review the most current terms. While we will try to notify you of any changes to these terms, we do not assume an obligation to do so. **By continuing to use the Website after we post changes to these terms, the modified terms will bind you even if you have not**

actually read them. If you do not agree to the changes, your exclusive remedy is to stop accessing the Website. If you need more information about the changes or have any other questions or comments about the changes, please contact us at abuse@MojoHost.com.

- 24.4 **Assignment.** We may assign these terms to an affiliate or third party without notice to you. You will not assign, delegate, or sublicense any of your rights or duties under these terms without our advanced written consent. Any attempted assignment or delegation in violation of this provision will be void.
- 24.5 **Waiver.** If we do not enforce any right or provision of these terms, that is not to be deemed a waiver of our right to do so in the future.
- 24.6 **Severability.** If any provision of these terms is for any reason held unenforceable, that provision will be modified to the extent necessary to make it enforceable without losing its intent. If no modification is possible, that provision will be severed from the rest of these terms.
- 24.7 **Cumulative Remedies.** All rights and remedies provided in these terms are cumulative and not exclusive, and the assertion by a party of any right or remedy will not preclude the assertion by the party of any other rights or the seeking of any other remedies available at law, in equity, by statute, in any other agreement between the parties (including the MSA), or otherwise.
- 24.8 **Successors and Assigns.** These terms inure to the benefit of, and are binding on, the parties and their respective successors and assigns. This section does not address, directly or indirectly, whether a party may assign rights or delegate performance under these terms.
- 24.9 **Force Majeure.** We are not responsible for any failure to perform—for so long as the event continues to delay our performance—because of unforeseen circumstances or causes beyond our reasonable control, including:
- 24.9(A) Acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms, or other natural disasters;
 - 24.9(B) War, riot, arson, embargoes, acts of civil or military authority, or terrorism;
 - 24.9(C) Fiber cuts;
 - 24.9(D) Strikes, or shortages in transportation, facilities, fuel, energy, labor, or materials;
 - 24.9(E) Failure of the telecommunications or information services infrastructure; or
 - 24.9(F) Hacking, SPAM, or any failure of a computer, server, network, or software.
- 24.10 **Expenses and Costs of Enforcement.** If a court or tribunal of competent jurisdiction determines that a party violated these terms, the breaching party must reimburse the nonbreaching party for all actual costs and legal fees incurred in enforcing these terms.

24.11 **Notices.**

24.11(A) *Sending Notice to Us.* You may send notice to us by email, by calling our customer service department, or by writing to us using the contact information shown on the Website. We will consider an electronic notice received by us only when our server sends a return message to you acknowledging receipt. We may change our contact information by posting the change on the Website. Please check the contact area of the Website for the most current information for sending notice to us.

24.11(B) *Sending Notice to You—Electronic Notice.* You consent to receiving notice from us in electronic form either: (1) by sending email to the email address we have on file for you; or (2) by posting the notice on a location on the Website designated for this purpose. We will deem notices sent to you by email received when our email server indicates transmission to your email address. You confirm that any email address you have provided to us is a current and valid email address for receiving notice, and that your computer has hardware and software configured to send and receive email through the Internet and to print any email message you receive. You may change this consent and request paper notice by normal postal delivery, but if you do, we may collect the reasonable cost and postage for sending postal notice.

24.12 **Authorization and Permission to Send Emails to You.** You authorize us to email you notices, advertisements, and other communications to you, including emails, advertisements, notices, and other communications relating to our products and services. This authorization will continue until you request us to remove you from our email list.

24.13 **Electronic Communications Not Private.** We may not provide facilities for sending or receiving confidential electronic communications. You should consider all messages transmitted to us or from us as open communications readily accessible to the public. You should not use the Website to send or receive messages you only intend the sender and designated recipients to read. Users or operators of the Website may read all messages you send to the Website regardless if they are intended recipients.

24.14 **Electronic Signatures.** You agree to be bound by any affirmation, assent, or agreement you transmit through this Website. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

24.15 **Consumer Rights Information—California Residents Only.** This provision applies only to California residents. In compliance with Section 1789 of the California Civil Code, please note the following:

Easy Online Solutions, Ltd.
30300 Telegraph Road, Suite 300
Bingham Farms, Michigan 48025
abuse@MojoHost.com

Users who wish to gain access to the customer-only section of the Website must be a customer in good standing.

24.16 **Complaints—California Residents.** You may contact in writing the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 North Street, #501, Sacramento, California 95814, or by telephone at +1 (916) 445-1254.

25. **Usages.** In these terms, unless otherwise stated or the context otherwise requires, the following usages will apply:

25.1 Actions permitted under these terms may be taken at any time and from time to time in the actor's sole discretion.

25.2 References to a statute will refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time.

25.3 References to numbered sections in these terms also refer to all included sections. For example, references to section 6 also refer to sections 6.1, 6.1(A), etc.

25.4 In computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until," and "ending on" (and the like) mean "to but excluding."

25.5 References to a governmental or quasi-governmental agency, authority, or instrumentality will also refer to a regulatory body that succeeds to the functions of the agency, authority, or instrumentality.

25.6 "A or B" means "A or B or both." "A, B, or C" means "one or more of A, B, and C." The same construction applies to longer strings.

25.7 "Including" means "including, but not limited to."