

# GlobalGameServers

## Terms of Service

(rev. 3/15/17)

### **BY RENTING HARDWARE, USING OUR SERVICES OR ACCESSING OR USING ANY OF OUR WEBSITES YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT**

This Terms of Service agreement ("Agreement") is a legal agreement between you (referenced as "you, "your," or "client") and MISi3D. LLC, dba GlobalGameServers ("GGS", "us", "our", "we"). This Agreement establishes your obligations to us for the variety of services, products and facilities that we provide to you, and also applies to your access and use of our websites, including their content, online services, and online transactions. Our websites include [www.globalgameservers.com](http://www.globalgameservers.com), and may include other websites that we have linked directly to that site. This Agreement also sets forth GGS' commitments to you.

In this Agreement, the term "Services" means any and all hardware rentals, services, products and facilities offered or provided by GGS. GGS and you are at times referred to herein collectively as the "Parties" or individually as a "Party"

**Each time that you access or use our Services, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, including our Acceptable Use & Content policy, and our Privacy Policy that in effect at the time, and from time to time. GGS reserves the right to modify the terms and conditions under which it provides Services to you. It is your responsibility to access our Terms of Service regularly to ensure that you remain aware of the terms and conditions that govern your use of the Services and of any changes to this Agreement. If you do not agree with any revision to this Agreement, you must contact us immediately and terminate your account before your next use of our Services. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in Services, you accept and commit to abide by this Agreement as revised. GGS reserves the right to refuse Services to anyone at any time.**

### **1. ACCOUNT CREATION, FEES & PAYMENT**

Only Persons 18 years of age or older may establish an account. You will be required to establish and use an account to rent hardware or purchase products or Services. You agree to provide personal identifying information as required by the account registration process that is current, complete and accurate, including name and contact information, valid credit card information, and credit card authorizations (collectively "Client Account Information"), and maintain and update this Client Account Information as needed to keep it current, complete and accurate throughout the "Term" (defined below). You agree that we may suspend access to our Services or, in our sole discretion, terminate this Agreement if we conclude that the information that you provided to register for our Services is false or materially misleading. By establishing an account, you represent and warrant to GGS that you have all rights necessary to do so, and to complete any transaction that you enter.

By selecting or using our Services you agree to pay us for Services in accordance with your order and this Agreement. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your electronic devices containing such information. You agree that all activities that occur under your account or password are your legal and financial responsibility.

You also agree that when you use our Services or your account, or another person or entity uses our Services or your account (even if you or we were not notified of such use, and without regard to whether such use was authorized or unauthorized by you or us) you remain responsible and obligated to pay and will indemnify and hold harmless GGS for such use, including any purchase, change in, initiation or termination of Services.

As consideration for the Services, you agree to pay us the applicable rental charges and service fees for all Services (collectively “Fees”) that you have selected or use. Fees for hardware rental and for some Services are due **in advance**. Other Fees are due in arrears. **All Fees are fully earned when due and are nonrefundable.**

## 2. TERM & AUTOMATIC RENEWAL

The “Term” of this Agreement is from your first selection or use of our Services, whichever is earlier (the “Effective Date”), through the last to occur of (i) your use of any Services, (ii) the expiration (see below re automatic renewal) of the period of Services that you have selected (e.g. monthly or longer fixed term Services), (iii) the termination of this Agreement by either party according to its terms. Sections 1 and 4 through 29 shall survive the termination of this Agreement.

**For hardware rentals, the “Initial Term” of the rental begins and GGS will bill you starting on the first date that access to the ordered hardware is made available to you. For Services, the Initial Term begins and GGS will bill you beginning on the first date that our Services are made available to you. The “Initial Term” continues until midnight local time on the last date of the specified minimum non-cancelable term for each rented device or Service.**

For ease of use and to provide uninterrupted service, unless either Party provides written notice stating their intent not to continue the hardware rental or other Services covered by this Agreement prior to the end of the applicable Initial Term, this Agreement shall automatically extend on a month to month basis (each an “Extension Term”). Termination of our Services will result in the deactivation of hardware and stoppage of Services; followed by removal and, shortly thereafter, deletion of your data from rented hardware.

## 3. TERMINATION OF AUTOMATIC RENEWAL

After the completion of the Initial Term or any Extension Term, either Party may elect to terminate ordered Services, including hardware rentals, by giving written notice of cancelation via our billing system prior to the start of the next Extension Term.

**Note:** Hardware located outside North America may be subject to a longer advance notice period for termination of Services. Absent termination of this Agreement you understand and agree that Fees will continue to be incurred by you and you hereby agree to pay all such Fees when due.

**Note:** If you do not receive an email acknowledging your submission of a termination directive promptly after its submission you have not terminated your Services and you will need to contact us at [support@globalgameservers.com](mailto:support@globalgameservers.com) to complete the termination process.

## 4. BILLING

The date on which we first charge you for hardware or Services is your Billing Anniversary Date. If you have contracted for hardware or a Service that is billed monthly, your credit card will be charged every month and your Billing Anniversary Date will occur every month. If you have selected Services that are billed for a longer period (e.g. quarterly, annually etc.), your credit card will be charged periodically on that longer periodic schedule. Changes to our Fees will be effective immediately, except that changes in Fees for items that you have prepaid will be effective on the next Billing Anniversary Date. Fees incurred for specially requested Services

(e.g. remote hands) or events that generate a charge (e.g. bandwidth overuse) will generally be charged in the period following the event resulting in the charge. **Our Fees are nonrefundable and terminations do not result in a refund. You remain obligated to pay us for all outstanding Fees.**

## 5. BILLING & CHARGEBACKS

Our Fees are due and payable immediately on the Billing Anniversary Date. GGS reserves the right to terminate your access to Services immediately and without notice to you in the event of any non-payment of our Fees. There is no “grace period”.

All reversals of credit card charges and other canceled or refused payments of our Fees (collectively “Nonpay”) may result in the immediate termination of Services and the closure of your account. We may also report any Nonpay to the credit monitoring services. In the event that your Services are terminated due to nonpayment or a Nonpay, you must pay us all monies due to bring your account current, plus if you desire renewed access to our Services, you will be charged a \$40.00 reactivation fee to restart your account, as well as the costs of any bank and other charges that we incur or that we have incurred as a result of a Nonpay.

You agree to contact us via our billing system and update such information as and when such changes occur in order that we have current and complete information for your account at all times. **It is your responsibility to access the Fee Schedule regularly to ensure that you remain aware of the Fees that govern your use of the Services and of any changes to the Fees.**

## 6. BILLING FOR ADDITIONAL BANDWIDTH

You agree to pay GGS for bandwidth usage in excess of your monthly allocation. If you exceed the amount of bandwidth allocated to your order in any month you will be notified by us and your uplink speed may be restricted pending your purchase of additional bandwidth capacity. Unless your signed quote or Service Agreement states otherwise, additional bandwidth capacity is available in 1TB increments at the rate of \$25 for each 1TB or portion thereof used in excess of your monthly allocation. Additional bandwidth charges will be billed to your credit card monthly, typically in the month following your overage. Excess bandwidth usage determinations are made in the sole determination of GGS.

## 7. CLIENT ACKNOWLEDGMENTS

You acknowledge and agree that:

- Absent an explicit written grant of access by us to you, no access is offered or given you by GGS to our network infrastructure (switches, routers, monitoring equipment, pdu’s etc.)
- All rented devices will have a pre-installed administrator account that allows access by GGS which Client shall not remove, tamper with or change. If GGS agrees in writing to waive this limitation and remove GGS’ administrator account from any device(s), a one-time service charge will be charged to Client for the change and, notwithstanding anything to the contrary in this Agreement, the SLA shall not apply and shall be deemed stricken from this Agreement at the moment the administrator account is removed.
- Client is responsible for the security of its rented devices and is strongly advised to abide by industry “best practices” with regard to cybersecurity protocols.
- GGS has not been advised by Client that it will be using Client software or systems of any particular kind, nor has GGS been engaged to provide software consulting or support. Consequently GGS

disclaims all responsibility or obligation to use, fix or access any and all Client software or systems whatsoever.

## **8. UNLAWFUL USE**

Your use of GGS Services is subject to all applicable local, state, national and international laws and regulations. You agree that GGS servers will be used for lawful purposes only. **You agree to abide by GGS' Acceptable Use & Content policies. You further agree to indemnify and hold GGS and its owners and personnel harmless from and against all claims, demands, causes of action, losses, damages and injuries of all types that result from your unlawful, alleged unlawful, or prohibited use of GGS' Services, assets, systems or servers, as well as for any violation of GGS' Acceptable Use & Content policies.**

## **9. PRIVACY POLICY & ANNOUNCEMENTS**

GGS takes your privacy seriously. Our Privacy Policy describes the manner in which we collect, use, maintain and at times disclose information, including personally identifiable information collected from users of our websites and online services to third parties. Your acceptance of this Agreement also constitutes acceptance of GGS' Privacy Policy.

You agree that from time to time we may distribute information to you that we think may be of interest to our clients or that we believe is pertinent to the quality or operation of our Services or our service partners offerings or services. These announcements may include notices describing changes, upgrades, new products and services offered by GGS and/or third parties.

## **10. BACKUPS — YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUPS OF ALL FILES AND DATA THAT YOU CONSIDER VALUABLE OR IMPORTANT!**

While GGS will strive to keep its Services running reliably, GGS is not under any circumstance responsible for any loss of files or data (whether permanent or temporary). It is your responsibility to ensure for yourself that you have backed up all files and data - and that your backup files and backup protocols work. You are also responsible for having adequate business insurance to cover you in the event of any loss, and we strongly recommend you contact an insurance agent or broker to obtain or review the adequacy of such insurance for your needs. GGS is not responsible for and will not reimburse, indemnify or pay you for any loss or damage that you might experience due to the absence or failure of any backups or backup systems, hacker attacks, denial of service attacks or other similar activities. If you or your business relies on your data or website for commercial purposes, it is your responsibility to ensure that you have proper protective measures and backup systems in place. **It is your sole responsibility to backup and maintain a local, usable copy of all your data that you consider important.**

## **11. LIMITATION OF LIABILITY**

**YOU AGREE THAT OUR ENTIRE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY — OTHER THAN ANY SLA REMEDIES FOR WHICH YOU MAY BE ELIGIBLE — WITH RESPECT TO ANY SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, AS WELL AS FOR ANY BREACH OF THIS AGREEMENT IS LIMITED TO THE AMOUNT YOU PAID US FOR SUCH SERVICES WITHIN THE PRIOR 12 MONTHS.**

**YOU AGREE THAT GGS, ITS OWNERS AND PERSONNEL, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE ANY OF THE SERVICES OR FOR THE COST OF PROCUREMENT OF**

SUBSTITUTE SERVICES. IF THE APPLICABLE JURISDICTION OF ANY DISPUTE DOES NOT ALLOW SUCH A LIMITATION OF LIABILITY, THEN YOU AGREE THAT OUR LIABILITY IS LIMITED TO \$1,000 OR TO THE NEXT SMALLEST DOLLAR AMOUNT PERMITTED BY LAW IN SUCH JURISDICTION.

YOU AGREE THAT OUR COMMITMENT TO YOU WITH RESPECT TO THE DELIVERY OF SERVICES IS THAT WE WILL USE OUR BEST EFFORTS TO SUPPLY YOU WITH SERVICES OF A GOOD QUALITY, BUT YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT PROGGSE OR COMMIT TO DELIVER SERVICES THAT ARE FLAWLESS. CONSEQUENTLY, WE DISCLAIM AND YOU AGREE THAT ANY LIABILITY ON THE PART OF GGS FOR DAMAGE OR LOSSES RESULTING FROM: (I) ACCESS DELAYS OR ACCESS INTERRUPTIONS; (II) DATA LOSS, NON-DELIVERY OR DATA GGSDELIVERY; (III) ACTS OF GOD OR NATURE; (IV) USE OR GGSUSE OF YOUR ACCOUNT OR YOUR ACCOUNT IDENTIFIER OR PASSWORD; (V) ERRORS AND OGGSSIONS THAT ARE NOT EXCLUSIVELY CAUSED BY INTENTIONAL GGSCONDUCT OR GROSS NEGLIGENCE ON THE PART OF GGS; (VI) DAMAGE TO OR INTERRUPTION OF YOUR WEBSITE; AND (VII) INJURY TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE.

FURTHER, YOU AGREE THAT GGS SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF OR RESULTING FROM INTERRUPTION OF YOUR BUSINESS, BUSINESS RELATIONS OR TO THE BUSINESS OF ANY PERSON OR ENTITY WITH WHICH YOU DO BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ALERTED TO OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT OTHER THAN INTENTIONAL GGSCONDUCT BY US SHALL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID US FOR SUCH SERVICES WITHIN THE LAST 12 MONTHS.

## **12. INDEMNITY**

YOU AGREE TO INDEMNIFY, AND HOLD GGS, OUR CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS AND AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FOR YOUR USE OR GGSUSE OF OUR SERVICES AND ASSETS, AND FOR ANY BREACH BY YOU OF ANY PROVISION OF THIS AGREEMENT, INCLUDING GGS' PRIVACY POLICY, AND ACCEPTABLE USE & CONTENT POLICY.

## **13. DISCLAIMER OF WARRANTIES**

YOU AGREE THAT OUR SERVICES AND ACCESS TO OUR SERVICES IS PROVIDED ON AN "AS IS, WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOU ALSO AGREE THAT OUR SERVICES AND ACCESS TO OUR SERVICES ARE SUBJECT TO, AMONG OTHER DEFECTS AND DEFICIENCIES, DISRUPTION, INTERRUPTION, DEGRADATION, TIME LAGS AND IMPERFECT DATA TRANSGGSSIONS. YOU ACKNOWLEDGE AND AGREE THAT OUR SERVICES ARE PROVIDED TO YOU WITH THE EXPLICIT UNDERSTANDING OF THE LIKELIHOOD OF THESE DEFECTS AND DEFICIENCIES AFFECTING YOUR SERVICES. THEREFORE, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY AND SPECIFICALLY DISCLAIM THAT THE SERVICES WILL MEET YOUR GENERAL OR SPECIFIC REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. WE MAKE NO WARRANTY AND SPECIFICALLY DISCLAIM ANY GENERAL OR SPECIFIC RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION

OBTAINED THROUGH SUCH SERVICES, AND THAT DEFECTS OR DEFICIENCIES IN THE SERVICES WILL BE CORRECTED TIMELY OR AT ALL. YOU ARE STRONGLY ADVISED TO ENSURE THAT ALL SERVICES THAT ARE IMPORTANT TO YOU OR YOUR BUSINESS ARE CREATED WITH REDUNDANT HARDWARE, REDUNDANT NETWORK PATHS AND REDUNDANT FAILOVER SYSTEMS.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL TRANSMITTED AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR SOLE DISCRETION AND RISK AND THAT YOU ARE EXCLUSIVELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY TO YOUR COMPUTER HARDWARE, SOFTWARE OR ANY OTHER ASPECT OR COMPONENT OF YOUR COMPUTER SYSTEM, WEBSITE OR DATA STORAGE OR RETRIEVAL METHODS AND DEVICES, LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. ANY SUGGESTION, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US IS GENERAL INFORMATION ONLY AND IS NOT ACCOMPANIED BY ANY WARRANTY OF ANY TYPE WHATSOEVER. IF THE APPLICABLE JURISDICTION DOES NOT ALLOW SUCH A BROAD DISCLAIMER OF WARRANTIES, THEN YOU AGREE THAT OUR DISCLAIMER OF WARRANTIES IS ENFORCEABLE AGAINST YOU TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION.

#### **14. SEVERABILITY**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed, consistent with applicable law, to preserve as much of the terms and provision and its meaning as to reflect the expressed intentions of the Parties, and all remaining terms and provisions will remain in full force and effect.

#### **15.NO JOINT VENTURE**

Nothing contained in this Agreement or in our provision of Services to you shall be construed or argued as creating any agency, partnership, joint venture or other form of joint enterprise between the Parties.

#### **16. NON-WAIVER**

Our failure(s) to require performance by you of any provision of this Agreement or GGS policies shall not diminish or affect our right to require performance by you in accordance with this Agreement at any time thereafter. Neither shall our express or implicit waiver of a violation or breach of any term or provision of this Agreement be construed or argued to be a waiver of our right to enforce any term or provision of this Agreement or of GGS' policies .

#### **17. NOTICES**

Notices shall be effective only if given in writing. Notices may be given by personal service (effective upon service), first-class mail postage prepaid to the billing address associated in our records with your account (effective on the third business day after mailing), overnight mail by a nationally recognized overnight delivery service (effective the first business day after deposit with the service), or by email (effective the first business day after the email is sent). E-mail notices will be sent to you at the email address you provided in your registration application or as updated from time to time in our billing system. Email notices sent to us must be received by us at [support@globalgameservers.com](mailto:support@globalgameservers.com) and that receipt confirmed by us to be effective as notice to us.

**Note:** If you do not receive an email acknowledging your submission of an email notice to us within 1 day after its submission then your email has not been received and you will need to contact us again at [support@globalgameservers.com](mailto:support@globalgameservers.com) with a copy to [noc@globalgameservers.com](mailto:noc@globalgameservers.com) to complete the notice process.

## **18. INTEGRATED AGREEMENT**

You agree that this Agreement, together with the Acceptable Use & Content Policy and Privacy Policy published by us are the complete and exclusive agreement between you and us regarding our Services, products and facilities that we provide to you, as well as your access and use of our websites. This Agreement supersedes all prior agreements and understandings between you and us.

## **19. CALIFORNIA LAW AND VENUE**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without application of conflicts of laws principles. You agree that any action between us must be brought in state or federal court in Los Angeles, California and you agree to submit to the jurisdiction of such courts in the event of any such legal action.

## **20. HEADINGS**

Section headings are for ease of reference only and are not to be used to explain or construe any term or provision of this Agreement.

## **21. COMPLAINTS REGARDING COPYRIGHT & OTHER INTELLECTUAL PROPERTY**

If you believe that anything on GGS' websites or on any website hosted by GGS infringes on any trademarks or copyrights that you own or control, you may file a notice of infringement with our designated agent as set forth below. A proper notice should contain the same elements as required for copyright complaints (see 17 U.S.C. §512(c)(3)).

It is our policy in appropriate circumstances to terminate the conditional license to access and use our websites and Services in circumstances where visitors, account holders or other users of our websites or our client's websites are deemed by GGS in its sole discretion to be repeat infringers. Likewise, GGS may also terminate the online services and accounts of any client, visitor or user who, in GGS' sole discretion, infringes any intellectual property rights of GGS or others, whether or not there is any repeat infringement.

If you believe that any material on our websites or on any websites hosted by GGS infringe on any copyright or other intellectual property that you own or control, we ask that you file a notification of such infringement with our agent designated below.

GlobalGameServers  
Attn: General Counsel  
1010 E. Union St. #125  
Pasadena, CA 91106

And via email to: [support@globalgameservers.com](mailto:support@globalgameservers.com)

Please refer to 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Notice of any claim of copyright infringement may be given to visitors or users of the websites by a general notice placed on the websites, or via electronic mail or first-class mail to their address(es) in our records. Please understand that if you make any material misrepresentation in your notification to us that any site content or activity is infringing, you may be liable for all resulting damages, including costs and attorneys' fees, incurred by GGS (and/or the alleged infringer) as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **22. TRADEMARKS**

GGs trademarks, logos, product names, company names and slogans displayed on our websites are trademarks or registered trademarks of GGS and may not be copied, imitated or used, in whole or part, without the prior written permission of GGS. All other trademarks, product names, company names, slogans and logos appearing on our websites are the sole property of their respective owners and may not be copied, imitated or used, in whole or in part, without the prior written permission of the owner.

## **23. LEGAL PROCESS & SUBPOENAS**

GGs cooperates with governmental requests, subpoenas and court orders. GGS may access and disclose any information it considers necessary or appropriate, including user profile information, IP addresses, data and traffic information, usage history and other content. GGS' right to disclose any such information in response to a valid subpoena or other legal process shall govern over any conflicting terms in our Privacy Policy.

## **24. EXTERNAL SITES**

Our websites may contain links to third party websites that are owned and operated by vendors and other third parties ("External Sites"). You acknowledge that GGS is not responsible for the content or use of any External Site. You should contact the site administrator for those External Sites if you have any questions or concerns regarding them.

## **25.COMPLIANCE WITH EXPORT CONTROL LAWS**

Our Services and websites are operated, in whole or in part, from the United States. Visitor and user access to this Website is governed by applicable federal, state and local laws. All information available on the website is subject to U.S. export control laws and, if you reside outside of the United States, may also be subject to the laws of the country where you reside. GGS does not make any representations regarding the legality of access to or use of our websites or our clients' hosted websites from other countries. Access from countries where the information, services or the products sold through such websites is illegal is prohibited. Visitors and users who access such websites from outside of the United States do so at their own risk and are responsible for compliance with applicable US export and local country laws. All our products, Services and publications are commercial in nature, and by using our websites, regardless of where you live in the world, you consent to have your personal data transferred to, and processed and collected in, the United States in compliance with our Privacy Policy.

## **26. HOW TO CONTACT GGS**

If you have any questions about this Agreement, our Acceptable Use & Content Policy or our Privacy Policy, please contact us at [support@globalgameservers.com](mailto:support@globalgameservers.com).

# Acceptable Use & Content Policy

(rev. 3/1/17)

## A) INTERNET ABUSE PROHIBITED

1. GGS does not permit internet abuse of any kind, including but not limited to, spamming, mass emailing programs, cross-posting unsolicited messages to online groups, posting obscene or inflammatory messages, threatening Internet users, mail bombing, and running packet sniffers or port scanners. These activities are STRICTLY PROHIBITED.

- i. Use of a persistently faulty or non-existent e-mail return address on a commercial solicitation, allowing spamming by third parties to promote a website, trolling (posting outrageous messages to generate numerous responses), mail bombing (sending multiple messages without significant new content to the same user), subscribing anyone to a mailing list without that person's explicit permission, and cross posting articles to any newsgroup without their permission.
- ii. If we determine in our sole discretion that you have spammed or allowed a device under your control to have spammed, then we may **immediately and without further notice or warning, stop your Services and terminate your account with no refund**. In addition, you authorize GGS to charge your credit card we may impose a \$100 penalty for each spam policy violation. We reserve the right to refuse or cancel service to identified or suspected spammers in our sole discretion.

2. In addition, no illegal use of any kind is permitted on sites or servers including, but not limited to, unauthorized storage or distribution of copyrighted software, trademark infringement, warez sites, violations of any State or Federal laws, and selling or distributing contraband. These activities are also STRICTLY PROHIBITED.

- i. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation is prohibited. This prohibition includes, but is not limited to unlawful use or distribution of copyrighted material, trademarks, trade secrets and other intellectual property rights used without permission or proper authorization, material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
- ii. Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of prohibited activity include any unlawful act, including but not limited to: unauthorized access or use, probing or scanning of systems security or authentication measures, data, or traffic; intentional interference with service to any user, host, or network including, without limitation, spamming, "flooding"; deliberate attempts to overload a system; broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or newsgroup posting.

3. All attempts to undermine or cause harm to GGS, its systems, Services, servers, assets or other means of data transmission, tracking or authentication protocols are prohibited. You are solely responsible for the content of your transmissions through GGS. You agree:
  - i. not to engage in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities,
  - ii. not to engage in activity that violates privacy, publicity, or the rights of others,
  - iii. not to export technical data from the United States through GGS in violation of export control laws,
  - iv. not to use GGS Services or website for illegal purposes,
  - v. not to interfere or disrupt networks connected to GGS,
  - vi. not to transmit through GGS any unlawful, harassing, libelous, abusive, threatening, harmful, or otherwise legally objectionable material of any kind or nature.
4. You further agree not to transmit any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. You agree not to intentionally interfere with another client's use and enjoyment of GGS's Services. You agree that GGS may, at its sole discretion, immediately and without further advance notice terminate your Service if, in our sole discretion, your conduct fails to conform to this or any other provision in this Agreement regarding client conduct. You agree to indemnify and hold GGS and its owners and personnel harmless from and against all claims, demands, causes of action, losses, damages and injuries of all types that violate or allege conduct that, if proven, would violate this Section.

## **B) COPYRIGHT ABUSE**

1. If you believe that anything on GGS' Services or on any website hosted by GGS infringes on any trademarks or copyrights that you own or control, you may file a notice of infringement with our designated agent as set forth below. A proper notice should contain the same elements as required for copyright complaints (see 17 U.S.C. §512(c)(3)).
2. It is our policy in appropriate circumstances to terminate the conditional license to access and use our websites and Services in circumstances where visitors, account holders or other users of our websites or our client's websites are deemed by GGS in its sole discretion to be repeat infringers. Likewise, GGS may also terminate the online services and accounts of any client, visitor or user who, in GGS' sole discretion, infringes any intellectual property rights of GGS or others, whether or not there is any repeat infringement.
3. If you believe that any material on our websites or on any websites hosted by GGS infringe on any copyright or other intellectual property that you own or control, we ask that you file a notification of such infringement with our agent designated below.

GlobalGameServers  
Attn: General Counsel  
1010 E. Union St. #125  
Pasadena, CA 91106 And via email to: [support@globalgameservers.com](mailto:support@globalgameservers.com)

4. Please refer to 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Notice of any claim of copyright infringement may be given to visitors or users of the websites by a general notice placed on the websites, or via electronic mail or first-class mail to their address(es) in our records. Please understand that if you make any material misrepresentation in your notification to

us that any site content or activity is infringing, you may be liable for all resulting damages, including costs and attorneys' fees, incurred by GGS (and/or the alleged infringer) as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

## **C) OUR WEBSITES**

1. You are conditionally granted a limited, nonexclusive, non-sublicensable terminable license to (a) access and use our websites and electronically copy (except where prohibited without a license) and print hard copy portions of the site content to obtain information for your personal use, and (b) create a hyperlink (utilizing only the plain characters for GGS' domain addresses) so long as the link does not portray GGS, its site content, products or services in a false, misleading, confusing, derogatory, or otherwise offensive manner.
2. The preceding license is subject to the terms of this Agreement and excludes: (a) any resale of the websites or site content, (b) the further distribution, public performance or public display of the websites or any site content; (c) modifying or otherwise making any derivative uses of the websites or site content, (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than page caching) any portion of the websites, the site content or any information contained therein, except as expressly permitted on the websites, (f) use of metatags or any other hidden text using GGS' name, trade names or trademarks without our express written consent, (g) any commercial use of the websites or site content which GGS has not expressly invited, and (h) any other use of the websites or site content other than for its intended purpose. All violations of these terms or unauthorized use of the websites or site content without the specific prior written permission of GGS is prohibited — and immediately and automatically terminates the conditional license granted herein. Further, such unauthorized uses may also violate applicable law, including but not limited to copyright, trademark and intellectual property laws, and communications laws, regulations, statutes and treaties.
3. You also agree that GGS retains all rights, title and interest in its websites and site content. For avoidance of doubt, GGS does not transfer any ownership or intellectual property interest in the websites or site content to you and may terminate its grant of license at any time and for any reason without notice. You may not alter or use the websites to collect or store personal data or attempt to collect or store personal data about other visitors or users of the sites. You may not alter or use the websites to advertise or promote any goods, services or opportunities.
4. By accessing or using our Services or websites, you agree not to publish, post, transmit, upload, distribute, store, create or send any submissions that contain or consist of the following:
  - content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
  - content that constitutes, encourages or instructs a criminal offense, violates the rights of anyone, or that otherwise creates liability or violates any local, state, national or international law;
  - content that displays, describes or encourages the use of any product or service in a manner that could be dangerous, inappropriate or harmful, or that is contrary to any instructions or warnings relating to any product or service;
  - content that violates the publicity, privacy or data protection rights of anyone, including pictures or information about another person, group or entity (individually and collectively "Person) in the absence of having received that Person's express consent;

- content that is false or misleading, or that makes inaccurate or untruthful claims or depictions about a person, product or service, including content that impersonates any Person or misrepresents your affiliation with a Person;
- content that does not clearly disclose any material relations you may have with GGS or any third party brands or sellers, such as compensation, gifts, or employment;
- content that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of GGS or anyone;
- viruses, malware, corrupt data or other harmful, disruptive or destructive files or code, including DOS, DDOS and other acts that negatively affect our or others' ability to use the website(s) or online services; and
- content that, in our sole discretion, restricts or inhibits any Person from using or enjoying the websites or which may expose GGS or other Persons to harm, discomfort, risk or liability of any type.

Any use of GGS' websites in violation of these prohibitions or any other prohibitions in these Terms may result in, among other things, termination or suspension of your rights to use our websites and Services and/or the initiation of legal action against you.

# GGG Privacy Policy

(rev. 3/1/17)

GlobalGameServers takes your privacy seriously. In this Privacy Policy we explain how GGS and its subsidiary companies and affiliates (collectively “GGG”) collect, use and share information received through the mail, the establishment and use of trade accounts, and the use of the [MyInternetServices.com](http://MyInternetServices.com), [globalgameservers.com](http://globalgameservers.com), [globalbusinessservers.com](http://globalbusinessservers.com) websites, as well as other websites that link to this privacy policy.

By using our websites you agree to the use of cookies for analytics. If you choose, you can visit these websites without telling us who you are or revealing any information that personally identifies you. However, if you decide to reveal personal identifying information to us, we may use that information to create records for our internal use, or to direct personalized marketing content and ads, as well as for other purposes described below.

**How GGS Collects and Shares Information:** We may collect, track and, at times, share non-personal and personal information about you. Information covered by this privacy policy includes all of that which is collected when you use our website(s), including our customer portals, purchase products from us, submit questions or comments to us, email us, sign up for events, or when you otherwise provide information to us or interact with us. When you provide information, you are consenting to the ways and means by which we collect, use, maintain, disclose and otherwise manage your information, as described generally below. We reserve the right to modify this privacy policy without advance notice. Therefore if you desire to remain current with our privacy policies, you should access this privacy policy regularly to ensure that you remain aware of the privacy policies and issues that affect your access or use of our websites, products, and services.

**Personally Identifiable Information (“PII”):** We may collect personally identifiable information (“PII”) such as your name, address, phone number, fax number, email address, account information, demographic information and information about your interests, and preferences your shipping information, and your billing information (such as credit card account information and data). We collect PII when you provide it to us by any means, including through our websites, and when you email, call or otherwise communicate with us. We share PII within GGS and may combine PII we collect with information from third-party sources.

We use PII to deliver our products and services (such as to process and ship your orders or respond to customer service requests), to analyze and improve our services, and to conduct marketing. If you register for our newsletter, or if you provide your email address to us, we may send you emails about a variety of topics such as events, new products, special sales, promotional offers from our affiliates, customers and other selected business partners.

We may also receive information about you from a variety of third parties. For example, if you access our websites through Facebook, Twitter or other social media sites, by “following,” “liking,” or taking similar actions toward us, that third party may pass certain information about your use of its services to us. This information may include PII, such as the user ID associated with your account (for example, your Facebook UID), an access token necessary to access that service, any information that you have permitted the third party to share with us, and any information you have made public in connection with that service.

We do not disclose your PII to third parties, except (1) to companies that provide services to us or perform functions on our behalf (such as marketing, shipping, processing credit card payments, fulfilling orders etc.) and have agreed to use your information only for the purposes we request, (2) to send communications to customers and prospective customers on behalf of our affiliated companies and on behalf of other non-affiliated persons, entities and groups that we support), (3) to other companies that we deem to be reputable, we may disclose your contact information (but not your credit card or other financial information) so that they can mail you information that may interest you, (4) if we believe disclosure is appropriate to comply with applicable law, legal process, and/or governmental authorities; (5) if we believe disclosure is appropriate to enforce our Terms of Use and other agreements, or to protect our rights, our customers, our property, our employees, or others, and (6) if we are involved in a merger, acquisition, bankruptcy, sale of assets, or other significant corporate change.

If you wish to opt out of GGS's information sharing practices, you simply need to submit your written opt out request to [support@globalgameservers.com](mailto:support@globalgameservers.com). Opt-out requests will not apply to items (1), (4), (5) or (6) above unless mandated by applicable law.

**Non-Personal Information:** At times, we also collect certain non-personal information, both automatically and manually, when you use or buy our products or services or access and/or use our websites. For example, we may collect information about the devices you use to connect to our services (such as the Internet Protocol ("IP") address of your computer or numeric identifier of your mobile device) and about how you use our products, services and websites (such as what time you visit our websites), and certain other types of information, like the type of browser you use, and the page you visited before visiting our site. We may also collect information about your computer's operating system and information about your usage and activity on our site. We, and our marketing teams, may also collect non-personal information to measure the success of our sales efforts. We use the non-personal information that we collect for a variety of purposes such as to provide and improve our products, services and websites, and to evaluate our sales efforts.

We automatically collect data using cookies. A "cookie" is a small data file that our sites transfer to your computer. We deliver these cookies and collect data on our site, and we also use a third party agent to deliver cookies and collect data. We use the data we collect using cookies to help support the efficiency, stability and integrity of the registration and buying processes on our sites. To do so, we may retain your preferences and account settings, learn about your possible interests so we can personalize our marketing and information to better support your interests and improve our site and your experience. Most browsers accept cookies automatically. You may be able to set your browser to reject and/or delete cookies. Please understand, however, that if you reject or delete cookies then this may disable or interfere with features of our and others' websites when you visit.

When you use our sites, our servers automatically record certain log file information. These server logs may include anonymous information such as your web request, IP address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information

We may also collect information using "web beacons". Web beacons are electronic images that can be used on our site or in our emails. We use Web beacons to deliver cookies, count visits, understand usage and marketing campaign effectiveness and to tell if an email has been opened or acted upon.

If you access our websites using a mobile device (including "smartphones" and tablets), we may access, collect, monitor and/or remotely store one or more "device identifiers," such as a universally unique identifier ("UUID"). Device identifiers are small data files or like structures that are stored on or associated with your mobile device, and which uniquely identify that device. A device identifier may impart information

to us about how you browse and use our sites. A device identifier may persist on your device after you have ceased communicating with us.

### Other Important Information

- (i) **Aggregated Information.** From time to time, we may share your information (aggregated with information of other customers and users of our websites, products and/or services) with third parties (e.g., third parties who deliver advertisements that they believe will be relevant to you). Any aggregated information will be anonymized so that the third party would not receive PII. In addition, we may combine non-personal information with PII in a manner that enables us to trace non-personal information to an individual, but if we do so, it will only be for our internal business purposes and we will not share such combined data with third parties in a manner that would enable the recipient to identify you.
- (ii) **Service Providers.** From time to time, we may enter into relationships with third parties who provide services to us (e.g., data management, billing, or storage services). In those circumstances, we disclose User Information that is necessary for such service providers to perform those services and require that they maintain the confidentiality of such User Information.
- (iii) **Other Disclosure Scenarios.** GGS reserves the right to disclose de-identified, aggregated, or other non-personal information to third parties in our discretion.
- (iv) **Security.** GGS uses commercially reasonable physical, electronic, and procedural measures to protect your PII from loss, misuse, unauthorized access, disclosure, alteration and destruction while it is under our control. Nevertheless, GGS cannot and does not ensure or warrant the security of any information you transmit to us, or that we share internally or with others. We do not guarantee that any information about you cannot be accessed, taken, disclosed, altered, or destroyed. If any information under our control is compromised as a result of a breach of our security, GGS will take reasonable steps to investigate the event and, where appropriate, notify those individuals whose information may have been compromised, as well as taking other steps consistent with any applicable laws and regulations
- (v) **Your Choice to “Opt Out”.** We offer you the opportunity to choose not to receive communications from us. If you would like to do so, please contact us at [support@globalgameservers.com](mailto:support@globalgameservers.com). Please note that sometimes these requests may take up to ten business days to process and that we are not responsible for removing information about you from the database of any third party to whom we are authorized to disclose your PII prior to processing your request. Even if you do so, we reserve the right to send you administrative messages, as well as messages pertaining to any business that you are or have done with us.
- (vi) **Children’s Privacy.** GGS is committed to protecting the privacy rights of children. Our sites are not intended for and are not to be used by children under the age of 13. We do not target direct our sites to children under the age of 13 and do not knowingly market to them.
- (vii) **International Visitors to Our Websites.** Our websites are intended for users from the United States and those not governed by privacy policies of other countries. Users from other countries are advised not to disclose PII to GGS through our websites or email unless they intend to have United States privacy and data processing laws apply to that information. Information sent to us will generally be stored on servers located in the United States, but may also be transferred, stored and processed in locations outside the United States. Do not send us personal information unless you consent to the application of U.S. law and to the use and disclosure of your information consistent with this privacy policy.
- (viii) **Additional Information Re Information Storage and Data Processing.** We may store and process PII and non-PII in the United States and other countries. GGS may transfer information, including PII, to

affiliates, or to third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the European Union or other regions with laws governing data collection and use that differ from U.S. law, please understand that we may transfer information, including PII, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and that you consent to the transfer of information to the U.S. or any other country in which GGS or its subsidiaries, affiliates, service providers or successors maintain facilities, and to the use and disclosure of information about you as described in this Privacy Policy.

## HOW TO CONTACT GGS

If you have any questions about this Agreement, our Acceptable Use & Content Policy or our Privacy Policy, please contact us at [support@globalgameservers.com](mailto:support@globalgameservers.com).

# GGs Service Level Agreement (SLA)

(rev. 3/1/17)

1. Power. A/C power to the outbound port on your serving power distribution unit (PDU) will be available 99.99% of the time per year, excluding "Maintenance". For purposes of this SLA, "Maintenance" means Scheduled Maintenance or Emergency Maintenance. "Scheduled Maintenance" means any maintenance in a data center of which client is notified at least 2 days in advance. "Emergency Maintenance" means any maintenance in a data center that in GGS' or the data center's discretion is necessary to escape or attempt to avoid an immediate threat.
2. Network. The data center network infrastructure will be available 99.99% of the time in a given year, excluding Maintenance. "Network infrastructure" means the portion of the network extending from the outbound port on your edge device to the outbound port on the border router and includes GGS' managed switches, routers, and cabling. Network availability is defined as the inability to transmit and receive data caused by the failure or GGS configuration of network equipment managed by GGS.
3. Hardware Repair or Replacement. In North America and the European Union, GGS will repair or replace failed Hardware components provided by GGS or provide a new solution that is comparable to the old service and satisfies the existing performance requirements at no additional cost within eight (8) hours of problem identification by GGS on regular business days & during regular business hours (8:00 am to 4:00 pm). "Hardware" means the Processor(s), RAM, hard disk(s), motherboard, NIC card and other listed components in client's rented server. In no event shall GGS be responsible for resolution of issues which are the result of client data, configuration changes made by client to software or any client online service.
4. Remedies. If GGS fails to meet the uptime or resolution time commitments stated in Section 1, 2 or 3 above and client requests GGS in writing for a credit under this SLA within 72 hours of the event resulting in the uptime or replacement commitment failure, then client is entitled to a credit determined as follows:
  - a. a 5% credit shall be due Client against the month's Service fee directly attributable to the affected hardware;
  - b. a 10% for the second such failure within the same calendar month; and
  - c. a 20% for the third such failure within the same calendar month.

**Note:** Client's election not to obtain, configure and/or utilize a redundant Service when that option is available (e.g. power, RAID, uplink, redundant device) will not result in an uptime or replacement commitment failure if the cause of the uptime or replacement commitment failure could have been avoided or prevented had client obtained, configured and/or utilized a redundant Service.

Credits are not cumulative and are accounted for separately in each region. By way of example only, if a qualifying uptime or replacement commitment failure event occurs in Virginia there is a 5% credit due client against the month's Service fees directly attributable to the affected hardware; and should another qualifying event occur that same month in Los Angeles, there is a 5% credit due against the month's Service Fees directly attributable to the affected hardware. In the unlikely event that there is another qualifying event in Los Angeles there is a 10% credit due against the month's Service Fees directly attributable to the affected hardware in that second Los Angeles event.

5. General Exclusions. It is not a violation of any guaranty and client is not entitled to any credit under this SLA if downtime is caused by: (i) client's materials, Client software, or actions of client or others authorized by Client to use the Services that are contrary to the terms of this Agreement or GGS's written instructions, (ii) if Client fails to provide software specifications with a reasonable time following GGS' request, and the specific resulting failure could reasonably have been avoided by providing the software specifications to GGS or if the specifications are provided and are properly implemented by GGS, (iii) denial of service attack, hacker activity, or other malicious event or code, (iv) force majeure; or (v) general internet outages or outages caused by events, actions, oGGSSions or equipment not under the control of GGS.