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Terms of Use

ATTENTION: IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT VISIT, ACCESS AND/OR USE THE SITE AND/OR SERVICES. USING THE SITE AND/OR SERVICES INDICATES THAT YOU HAVE READ AND ACCEPT THESE TERMS OF USE. THE SITE AND SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE AND STORONE INC. (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NONINFRINGEMENT.

The website located at <http://www.StorONE.com> and any associated StorONE websites (the "Site") is a copyrighted work belonging to StorONE Inc., a Delaware corporation ("Company", "us", "our", and "we"). The Site generally provides information about the Company's products and services, including sales and marketing content, product support content and documents, as well as, community content, forums, and blogs (collectively, with all other services provided through the Site, the "Services"). Users of the Site and/or Services ("Your" and "You") purchase and use of any Company products and services (and related support) and Your participation in any Company programs, may be subject to separate agreements between You and the Company. In addition, certain software and applications may be subject to different and/or additional license terms, which shall govern the use of such software or applications.

THESE TERMS OF USE ("AGREEMENT") SET FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE SITE AND SERVICES. BY ACCESSING OR USING THE SITE AND/OR SERVICES, YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT, PERSONALLY OR ON BEHALF OF YOUR COMPANY, AND TO BIND YOU AND YOUR COMPANY TO THE TERMS OF THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE AGREEMENT IF YOU ARE NOT 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, PLEASE DO NOT ACCESS AND/OR USE THE SITE OR SERVICES.

1. ACCOUNTS

1.1. In order to use certain features of the Site (e.g., to use the blog, portals or support services and documents), You must register for an account with Company ("Company Account") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information You submit is truthful and accurate; and (b) You will maintain the accuracy of such information. You may delete Your Company Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate Your Company Account in its sole discretion.

1.2. You are responsible for maintaining the confidentiality of Your Company Account login information and are fully responsible for all activities that occur under Your Company Account. You agree to immediately notify Company of any Terms of Use unauthorized use,

or suspected unauthorized use of Your Company Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

2. SITE

2.1. StorONE and the "StorONE" Logo are the trademarks of Company in the U.S. and other countries. The Company's trademarks may not be used without Company's written permission. Other trademarks, service marks, and trade names that appear on the Site may be registered marks of their respective owners and You are not permitted to use them without the consent of such owners.

2.2. The rights granted to You in this Agreement are subject to the following restrictions: (a) You shall not license, sell, rent, lease, transfer, copy, assign, distribute, host, or otherwise commercially exploit the Site or Services, including the support documents; (b) You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) You shall not access the Site or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Site or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Site or Services shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Site content must be retained on any copies. The Site is intended for use and access by natural persons who are of legal age and legal capability sufficient to form this binding contract and may not be used or accessed by any automated machine, bot, spider, or such other automated feature or service. All rights granted under this Agreement and specifically under this Section 2 are granted for non commercial personal use only.

2.3. Company reserves the right, at any time, to modify, suspend, or discontinue the Site or Services or any part thereof with or without notice. You agree that Company will not be liable to You or to any third party for any modification, suspension, or discontinuance of the Site or Services or any part thereof.

2.4. Excluding Your User Content (defined below), You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and Services are owned by Company or Company's licensors. The documents and other information and content available on the Site and Services are protected by intellectual property laws throughout the world. The provision of the Site and Services does not transfer to You or any third party any rights, title or interest in or to such intellectual property rights. Company and its suppliers reserve all rights not expressly granted in this Agreement.

3. USER CONTENT

3.1. "User Content" means any and all information and content that You submit to, or use with, the Site or Services (e.g., content in the user's profile or blog/forum posts). You are solely

responsible for Your User Content. You assume all risks associated with use of Your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your User Content that makes You or any third party personally identifiable. You hereby represent and warrant that Your User Content does not violate the Acceptable Use Policy (defined below). You alone are responsible for Your User Content. You may expose yourself to liability if, for example, Your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content and User Content may be deleted at any time. You are solely responsible for creating backup copies of Your User Content.

- 3.2. By posting or uploading User Content with the Site, You hereby grant, and You represent and warrant that You have the right to grant, to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use Your User Content, and to grant sublicenses of the foregoing. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to User Content.
- 3.3. If You provide Company any feedback or suggestions regarding the Site or Services ("Feedback"), You hereby assign to Company all rights in the Feedback and agree that Company shall have the right to use such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback You provide to Company as non-confidential and non-proprietary. You agree that You will not submit to Company any information or ideas that You consider to be confidential or proprietary.

4. ACCEPTABLE USE POLICY.

The following sets forth Company's "Acceptable Use Policy":

- 4.1. You agree not to use the Site or Services to collect, upload, transmit, display, or distribute any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, database right, or any other intellectual property or proprietary right; (b) that is unlawful (or likely to promote any unlawful activity), harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, fraudulent, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful or attempting to be harmful to minors in any way; or (c) in violation of any applicable local, national or international law, regulation, or obligations or restrictions imposed by any third party.
- 4.2. In addition, You agree not to use the Site or Services to: (a) upload, transmit or distribute any computer viruses, Trojan horses, computer worms, time-bombs, keystroke loggers, spyware, adware, malware, trapdoors, spamming, or any other software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, hoax,

or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with, damage or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site, through password mining or other means; or (f) harass or interfere with another user's use and enjoyment of the Site or Services.

4.3. We reserve the right (but have no obligation, except as and to the extent required by applicable law) to review any User Content, investigate, and/or take appropriate action against You in our sole discretion (including removing or modifying Your User Content, terminating Your Company Account in accordance with Section 9, and/or reporting You to law enforcement authorities) if You violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

5. INDEMNITY

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) Your use of the Site or Services, (b) Your User Content, or (c) Your violation of this Agreement. Company reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify us and You agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

6. THIRD PARTY SITES & ADS; OTHER USERS

6.1. The Site might contain links to third party websites and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of Company and Company is not responsible for any Third Party Sites & Ads. Company provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at Your own risk. When You link to a Third Party Site or an ad provided by a third party, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation You feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

6.2. Each Site user is solely responsible for any and all of its User Content. StorONE Inc. Terms of Use do not control User Content, You acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Site users are solely between You and such user. You

agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between You and any Site user, we are under no obligation to become involved.

6.3. To the fullest extent permitted by law, You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action of every kind and nature, that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Site users or Third Party Sites & Ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. DISCLAIMER OF WARRANTIES

THE SITE AND SERVICES ARE PROVIDED ON AN AS-IS BASIS. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE OR SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR (AND OUR SUPPLIERS') LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED US DOLLARS (\$100). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect while You use the Site and/or Services. We may (a) suspend your rights to use the Site and/or Services (including Your Company Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site and/or Services in violation of this Agreement. Upon

termination of this Agreement, Your Company Account and right to access and use the Site and/or Services will terminate immediately. You understand that any termination of Your Company Account involves deletion of Your User Content associated therewith from our live databases. Company will not have any liability whatsoever to You for any termination of this Agreement, including for termination of Your Company Account or deletion of Your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections **Error! Reference source not found.-Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and 4-11.

10. COPYRIGHT POLICY

Company respects the intellectual property of others and asks that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site and Services who are repeat infringers of intellectual property rights, including copyrights. If You believe that one of our users is, through the use of our Site and Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the copyrighted work(s) that You claim to have been infringed;
3. Identification of the material on our services that You claim is infringing and that You request us to remove;
4. Sufficient information to permit us to locate such material;
5. Your address, telephone number, and e-mail address;
6. A statement that You have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and 7.a statement that the information in the notification is accurate, and under penalty of perjury, that You are either the owner of the copyright that has allegedly been infringed or that You are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

For any copyright related inquiries please contact

Email: info@Storone.com

Address: 111 East 14th Street, St. 334, NY, NY

11. GENERAL

11.1. Amendment. Company may review and change the terms and conditions of this Agreement periodically as appropriate. Continued use of Company's Site or Services following such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of this Agreement.

- 11.2. **Passwords.** If You elect to register and obtain a password, You represent and warrant that You will not transfer Your password, as it is not transferable. You are responsible for creating and maintaining the security and access to Your password. Company is not liable for any unauthorized access to Your account due to Your failure to maintain a secure password.
- 11.3. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state courts and federal courts located within the Southern District of New York, for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
- 11.4. **Privacy.** By submitting personal data through the Site or Services, You agree to the terms of Company's Privacy Policy, as may be amended from time to time.
- 11.5. **Entire Agreement.** This Agreement constitutes the entire agreement between You and us regarding the use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word 'including' means 'including without limitation'. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither Company nor You is an agent or partner of the other. This Agreement, and Your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by You without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees. © 2017 StorONE Inc.