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EthanMedia

User Agreement

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PLEASE READ THE FOLLOWING CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THIS USER AGREEMENT ("**SUBSCRIPTION AGREEMENT**"), SUPPLEMENTAL TERMS, ANY PLAN OR FEATURE LIMITS, PRODUCT DISCLAIMERS, OR OTHER RESTRICTIONS PRESENTED TO YOU ON THE ETHANMEDIA WEBSITE OR DOCUMENTATION, AND ALL OTHER APPLICABLE TERMS (COLLECTIVELY, THE "**AGREEMENT**") GOVERN YOUR USE OF OUR SERVICES (AS DEFINED BELOW), INCLUDING BUT NOT LIMITED TO, ANY FREE, TRIAL, OR PAID ETHANMEDIA SERVICES OR SOFTWARE WHERE THE SUBSCRIPTION AGREEMENT APPEARS OR IS LINKED TO. THE SUPPLEMENTAL TERMS (WHERE APPLICABLE), WHICH MAY BE UPDATED BY US FROM TIME TO TIME, ARE HEREBY INCORPORATED BY REFERENCE INTO THE SUBSCRIPTION AGREEMENT.

THIS AGREEMENT CONTAINS PROVISIONS REQUIRING THAT YOU AGREE TO THE USE OF ARBITRATION TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT RATHER THAN A JURY TRIAL OR ANY OTHER COURT PROCEEDINGS, AND TO WAIVE YOUR PARTICIPATION IN CLASS ACTION OF ANY KIND AGAINST **ETHAN MCDONALD** OR "**ETHANMEDIA**".

By clicking on the "Create Account" button (or any similar button) that is presented to you at the time of sign-up, by using or accessing the Services (as defined below), or by otherwise indicating your acceptance of this Agreement, including through the act of paying an invoice, you agree to be bound by this Agreement. ETHANMEDIA may modify this Agreement from time to time, subject to the terms in Section 14 (Changes to this Agreement) below.

If you are entering into this Agreement on behalf of a company, organization, or another legal entity (an "**Entity**"), you are agreeing to this Agreement for that Entity and representing to **EthanMedia, and Ethan McDonald (ABN 64 885 097 529)** that you have the authority to bind such Entity to this Agreement, in which case the terms "**you,**" "**your,**" "**Customer**", or a related capitalized term herein will refer to such Entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and must not use the Services (as defined below).

1. Overview

This Agreement governs the use of **EthanMedia's cloud-based solutions** ("**EthanMedia Cloud**") that are provided as part of a subscription or require a EthanMedia account, along with any software made available by EthanMedia in connection with such services, including software development kits and EthanMedia's application programming interfaces ("**APIs**") made available in connection with such cloud-based solutions (collectively, the "Services"). This Agreement also governs ("**EthanMedia Agency**") services.

2. Services

2.1 Access to Services

Subject to your compliance with this Agreement (including, without limitation, all payment obligations), EthanMedia hereby grants to you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable (except to Affiliates) right, to access and use the Services. If you are agreeing to this Agreement on behalf of an Entity, such Entity's Affiliates may also access and use the Services provided that such Affiliates agree to be bound by the terms of this Agreement, and the Entity remain fully liable for such Affiliates' actions and omissions in connection with this Agreement as if the Entity had performed such acts and omissions itself. "Affiliate" means any means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

2.2 EthanMedia Cloud Specific Terms

EthanMedia may, with or without notice to you and without liability of any kind, temporarily limit your storage and/or the number of requests you can make or receive using the Cloud Platform for any reason (in its sole reasonable discretion), including without limitation, if processing such requests would put an undue burden on the EthanMedia Cloud network, adversely impact the Service, or otherwise threaten the integrity of EthanMedia Cloud networks.

You represent and warrant that (i) your Content and Internet Properties associated with your use of the Cloud Platform are free from and do not disseminate any viruses, adware, spyware, worms, crypto-mining software or other malicious code; (ii) you will not use the Services to engage in any volumetric attacks or in any other activities to intentionally harm another party's rights; and (iii) you will use the Services in accordance with all associated documentation and policies.

Content hosted on the Cloud platform must comply with our guidelines. If we determine, in our sole judgment, that the content is illegal, harmful, or violates our terms, we may block or remove it, potentially leading to suspension or termination of EthanMedia Cloud Services. Illegal or harmful content includes, but is not limited to: (a) child sexual abuse material or human trafficking; (b) infringement on intellectual property rights; (c) sensitive personal information disclosure, incitement of violence, or fraud; and (d) malware, phishing, or technical abuse.

EthanMedia may change Cloud subdomain/domain names for any or no reason. EthanMedia will attempt to provide you with at least one-week prior notice for such change, unless the change is due to your violation of the terms governing your use of EthanMedia Cloud services.

As between you and EthanMedia, you will provide all support of any type requested by EthanMedia or your End Users related to your Customer Content and Internet Properties, and be responsible for any warranty, liability or obligation to any End User or any third party that arises in connection with their use of your Customer Content or Internet Properties.

2.2 Restrictions

Unless otherwise expressly permitted in writing by **EthanMedia** or **Ethan McDonald**, you will not, and you have no right to:

(a) rent, lease, loan, export, or sell access to the Services to any third party, or sign up for the Services on behalf of a third party;

(b) interfere with, disrupt, alter, or modify the Services or any part thereof, or create an undue burden on the Services or the networks or services connected to the Services, including, but not limited to, causing (whether directly or indirectly) traffic for your EthanMedia-proxied domain to be sent to an IP address that was not assigned by EthanMedia's Network for the domain;

(c) utilize any framing techniques to enclose any EthanMedia's trademarks, logos, service mark, or other trade dress ("**EthanMedia Marks**") or Materials (defined below) or use any meta tags or other "hidden text" utilizing the EthanMedia Marks or Materials without EthanMedia's written consent

- (d) introduce software or automated agents or scripts into the Services so as to produce multiple accounts, generate automated searches, requests or queries, or to strip or mine data from the Services;
- (e) cover or obscure any page or part of the Services via HTML/CSS, scripting, or any other means;
- (f) reverse engineer EthanMedia Services;
- (g) process or collect personal or business credit card information on any web property that is receiving Free Services or donated services (as defined below); or
- (h) use the Services to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 and The Privacy Act 1988 without EthanMedia's written consent.

You are permitted to perform benchmark tests of our Services. If you disclose results of any benchmark tests of our Services performed by you or a third party under your direction, you (i) will include in any disclosure or otherwise make available all information necessary to replicate such benchmark tests, and (ii) agree that we may perform and disclose the results of benchmark tests of your services, irrespective of any restrictions on benchmarks in the terms governing your services.

2.3 Credentials

You are responsible for maintaining the confidentiality of all usernames, passwords, and other access credentials (such as API tokens and OAuth credentials) created by or assigned to you ("**Credentials**") and are solely responsible for all activities that occur with such Credentials within **EthanMedia's Services**.

If you permit third parties to access your EthanMedia account (e.g., by providing your API token or using OAuth), you do so at your sole risk and EthanMedia will not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with such permission. You acknowledge that by permitting a third party to access your EthanMedia account, the third party may obtain, modify, or delete your account data and settings.

You agree to notify EthanMedia promptly and with expedience of any actual or suspected unauthorized use of any Credentials. EthanMedia reserves the right to terminate any Credentials that EthanMedia reasonably determines may have been accessed or used by an unauthorized third party and will provide immediate notice of such to you. For your added security, we strongly encourage you to enable two-factor authentication in conjunction with your Credentials.

2.4 Subscription Terms, Renewals, and Cancellations

All Services that are provided to you as Paid Services (each a, "**Paid Service**") will be provided to you on a subscription basis for the length of term that you specified during the initial sign-up process ("**Subscription Term**"). All of your subscriptions to Paid Services will automatically renew for periods equal to your initial Subscription Term, and you will be charged at our then-current rates unless you cancel your subscription through the Services' account dashboard or contacting EthanMedia directly prior to your next scheduled billing date.

2.5 Customer Content and Network Data

2.5.1

You and your End Users (as such term is defined in the Privacy Policy) will retain all right, title and interest in and to any data, content, code, video, images or other materials of any type that you or your End Users transmit to or through the Services (collectively, "Customer Content") in the form provided to EthanMedia. Subject to the terms of this Agreement, you hereby grant us a non-exclusive, fully sublicensable, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of Customer Content, in each case to the extent necessary to provide the Services.

2.5.2

You must obtain all necessary rights, releases and permissions to provide Customer Content to EthanMedia, and Customer Content and its transfer must not violate any applicable local, state, federal and international laws and regulations ("Laws") (including without limitation those relating to export control or electronic communications). Other than our security obligations under Section 6.2 (Security), we assume no responsibility or liability for Customer Content, and you will be solely responsible for the consequences of using, disclosing, storing, transferring or transmitting Customer Content.

2.5.3

EthanMedia may modify certain components of Customer Content on or transmitted to or from your website to enhance your website's performance or security or the functionality of the Services. For example, depending on the Services you select or the Apps that you enable, EthanMedia may: (i) intercept requests determined to be threats and take actions, such as, presenting them with a challenge page, dropping the request, presenting alternative content, redirecting and other similar measures; (ii) add cookies to your domain to track visitors, such as those who have successfully passed the CAPTCHA on a challenge page; (iii) add scripts to your pages to perform additional performance tracking; (iv) add firewall rules to your website; and (v) make other changes to increase the performance, security or analytic capabilities of your website. EthanMedia will make it clear whenever a feature will materially modify Customer Content and, whenever possible, provide you a mechanism to allow you to disable the feature.

2.5.4

You agree that when transmitting Customer Content to or through the Services, you represent and warrant that Customer Content does not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.

2.5.5

EthanMedia retains all right, title, and interest in all models, observations, reports, analyses, statistics, databases and other information created, compiled, analysed, generated or derived by EthanMedia from server, network or traffic data generated by EthanMedia in the course of providing the Service ("**Network Data**"), and shall have the right to use Network Data for purposes of providing, maintaining, developing, and improving its Services. EthanMedia may monitor and inspect the traffic on the EthanMedia network, including any related logs, as necessary to perform the Services. To the extent the Network Data includes any Personal Data (as defined below), EthanMedia will handle such Personal Data in compliance with applicable data protection laws, Learn more at <https://www.ethanmedia.co/security/>.

2.6 Free & Trial Services

We may offer free or trial versions of the Services ("**Free Services**") from time to time. With respect to each such Free Service, we will make each such Free Service available to you free of charge until the earlier of (a) the end of the free trial period (**if applicable**) for which you registered to use the Free Service; (b) the start date of your Subscription Term for the Paid Services version of such Free Service; or (c) termination of the Free Service by EthanMedia in our sole discretion. We will have no liability for any harm or damage arising out of or in connection with any Free Services.

2.7 Acceptable Use

By using the Services you are agreeing, among other things, that you will not use the Services to (a) falsely imply any sponsorship or association with EthanMedia Corporation ("**EthanMedia**"); (b) post, transmit, store or link to any files, materials, data, text, audio, video, images or other content that infringe on any person's intellectual property rights or that are otherwise unlawful; or (c) **engage in any activities that are illegal, including disseminating, promoting or facilitating child sexual abuse material or engaging in human trafficking.**

2.7.1 Adult Content

EthanMedia hereby acknowledges that its services may be utilized by providers of 'adult content', content must follow the prevailing legal standards in Australia, all 50 states within the United States, and consistently adheres to all additional stipulations outlined in the User Agreement.

2.8 Limitation on Serving Non-HTML Content ¹

The Services are offered primarily as a platform to cache and serve web pages and websites. Unless explicitly included as part of a Paid Service purchased by you, you agree to use the Services solely for the purpose of (i) serving web pages as viewed through a web browser or other functionally equivalent applications, including rendering Hypertext Markup Language (HTML) or other functional equivalents, and (ii) serving web APIs subject to the restrictions set forth in this Section 2.8. Use of the Services for serving video or a disproportionate percentage of pictures, audio files, or other non-HTML content is prohibited, unless purchased separately as part of a Paid Service or expressly allowed under our Supplemental

Terms for a specific Service. If we determine you have breached this Section 2.8, we may immediately suspend or restrict your use of the Services, or limit End User access to certain of your resources through the Services.

3. Third-Party Products and Services

You may access or use, at your sole discretion, certain third-party products and services that interoperate with the Services ("**Third-Party Products**"), including, but not limited to, third-party services provided through EthanMedia, third-party service integrations made available through the EthanMedia dashboard or APIs, and third-party products or services that you authorize to access your EthanMedia account using OAuth or other Credentials such as API Tokens. EthanMedia does not make any representations, warranties, or guarantees regarding the Third-Party Products and the providers thereof, including, but not limited to, as to their continued availability, security, and integrity. If EthanMedia makes a Third-Party Product available to you, it is on an "**AS IS**" and "**AS AVAILABLE**" basis, and EthanMedia may cease providing it without entitling you to any refund, credit, or other compensation. Each Third-Party Product is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the third-party provider. Your access or use of a Third-Party Product is solely between you and the applicable Third-Party Product provider. EthanMedia will not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Products.

4. Billing

4.1 Recurring Billing

In order to access those Services for which we require a fee ("**Paid Services**") you will be required to provide EthanMedia with your credit card information ("**Payment Method**"). By providing a Payment Method you are authorizing us to charge your Payment Method on a monthly, annual, or pay-as-you-go basis, or as otherwise applicable for the fees associated with the Paid Services that you sign up for. Any Payment Method that you provide us must be valid, and kept current by you during the Subscription Term. By providing us with a Payment Method, you represent and warrant that you are authorized to use such Payment Method. EthanMedia will begin billing your Payment Method for the Paid Services on the day that you sign up for such Paid Services, regardless of whether you have fully configured the Paid Services as of that date.

4.2 Price Changes

We reserve the right to change the fees that we charge for the Service, at any time in our sole discretion, we give you at least thirty (30) days' prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the subscription fees will take effect in the billing period immediately following our notice to you.

4.3 Retainer Payments³

We reserve the right to charge you 10 to 20 percent of the purchase price or payment term for some services such as **EthanMedia Agency**. You must pay the **Retainer Payment** before EthanMedia can start the service.

4.4 No Refunds

FEES ARE NONREFUNDABLE. YOU WILL BE BILLED IN FULL FOR THE SUBSCRIPTION TERM IN WHICH YOU CANCEL AND NO REFUNDS WILL BE PROVIDED FOR THE UNUSED PORTION OF SUCH SUBSCRIPTION TERM. Following any cancellation, however, you will continue to have access to the Paid Services through the end of your current Subscription Term. We may, in our sole discretion, provide a refund, discount, or credit ("**Credits**") to you in a specific instance, however the provision of Credits in a specific instance does not entitle you to Credits in the future for similar instances or obligate us to provide additional Credits. EthanMedia may sometimes refund customers under EthanMedia's sole discretion and judgment.

4.5 Taxes

Unless otherwise stated on your invoice, our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). You are responsible for paying Taxes, except those assessable against EthanMedia as measured by our net income. Unless you provide us with evidence of an exemption, we will invoice you for such Taxes if we believe we have a legal obligation to do so and you agree to pay such Taxes if so invoiced.

5. Beta Services

From time to time, we may make non-production Services ("**Beta Services**") that are under development available to you at no charge. You may access these Beta Services at your sole discretion. Beta Services are intended for testing purposes only, and may be subject to additional terms that will be presented to you at the time of sign-up. EthanMedia is not obligated to provide you with support for the Beta Services or correct any bugs, defects, or errors in the Beta Services. Unless otherwise stated, any Beta Services testing period will expire upon the earlier of one year from the testing start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue, suspend, or remove Beta Services (including any of Customer Content stored as part of the Beta Services) or your access thereto at any time in our sole discretion and may never make them generally available. You understand that any information you obtain regarding Beta Services is EthanMedia confidential information, and you agree not to disclose such information until a Beta Service becomes generally available, except as required by law, and to only use such information in connection with your use of the Beta Services. Notwithstanding Section 12, we will have no liability for any harm or damage arising out of or in connection with any Beta Services.

6. Data Processing and Security

6.1 Data Processing²

If Customer Content includes the personal data of European data subjects as those terms are defined by EU and UK Data Protection Laws and all data defined as 'personal information' under the California Consumer Privacy Act ("CCPA") (collectively, "Personal Data"), then EthanMedia is a data processor or sub-processor, as applicable, and EthanMedia will handle such Personal Data in compliance with EthanMedia's Data Processing Addendum ("Data Processing Addendum"), which is hereby incorporated by reference into this Agreement. "EU and UK Data Protection Laws" means all Laws and regulations of the European Union, the European Economic Area, their member states, Switzerland, and the United Kingdom, applicable to the processing of Personal Data including (where applicable), the Swiss Federal Act on Data Protection, the UK Data Protection Act and the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

6.2 Security

We ("**EthanMedia**") implement security procedures to help protect Customer Content from security threats. However, you understand that your use of the Service necessarily involves transmission of Customer Content over networks that are not owned, operated or controlled by us, and we are not responsible for any of Customer Content that is lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Customer Content will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third-party service providers.

7. Compliance

7.1 Compliance with Laws

You will comply with all Laws. You agree that you are responsible for determining whether use of the Service will satisfy your individual compliance obligations. You will not use the Service for any reason if you or any party that owns or controls you (if you are a legal entity), are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority. You will not use the Service to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited. You further acknowledge that performance of the Agreement may be subject to U.S, Australia, and non-U.S. anti-corruption and anti-bribery Laws, rules, and regulations. You therefore covenants that you will make no payments, including charitable donations, of money or anything of value, nor will such be offered, promised or paid, directly or indirectly, to any person or entity (a) to improperly influence the acts of such person or entity, (b) to induce such person or entity to use its influence with a government to obtain or retain business, or (c) to gain an improper advantage in connection with any business venture or contract in which EthanMedia is a participant. **EthanMedia will never be liable for our user's behaviours and actions.**

7.2 Government Restrictions

7.2.1 Australian Government Restrictions

If you are an agency, department or entity of the Australian Government (“**Government**”), you understands and agrees, that (a) your rights to use, reproduce, release, modify or disclose the Services, or any part thereof, is restricted in accordance with the Foreign Acquisitions and Takeovers Regulation (“**FAR**”) (c) use of the Services by any Government agency, department or other agency of the Government may further restricted as set forth in the Agreement.

7.2.2 United States Government Restrictions

If you are an agency, department or entity of the United States Government (“**Government**”), you understands and agrees, that (a) your rights to use, reproduce, release, modify or disclose the Services, or any part thereof, is restricted in accordance with Federal Acquisition Regulation (“**FAR**”) 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) 227.7202 for military agencies, (b) the Services consists of “commercial computer software” and “commercial computer software documentation,” respectively, as defined in FAR Section 12.212 and DFARS Section 227.7202, or their successor provisions, as applicable and (c) use of the Services by any Government agency, department or other agency of the Government may further restricted as set forth in the Agreement.

8. Termination of Use; Discontinuation and Modification of the Service

You will lose your license to use the Service if you violate any provision of this Agreement. EthanMedia’s policy is to investigate violations of this Agreement. We reserve the right to suspend or terminate your user account upon receiving any number of DMCA notifications from content owners regarding your website(s), or upon learning through other means that you are a repeat infringer. Additionally, we may at our sole discretion terminate your user account or suspend or terminate your access to the Service at any time, **with or without notice for any reason or no reason at all**. We also reserve the right to modify or discontinue the Service at any time (including, without limitation, by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time through the Service’s account dashboard.

9. Ownership; Proprietary Rights

The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (the "**Materials**") provided by EthanMedia are protected by all relevant intellectual property and proprietary rights and applicable laws. All Materials contained in the Service are the property of EthanMedia or our third-party licensors. Except as expressly authorized by EthanMedia you may not make use of the Materials. EthanMedia reserves all rights to the Materials not granted expressly in this Agreement.

You hereby grant EthanMedia a non-exclusive, royalty-free, worldwide, transferable, irrevocable, sublicensable, and perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, corrections, or other feedback ("**Feedback**") you provide to EthanMedia relating to the Services.

10. Indemnification

10.1 By EthanMedia

EthanMedia ("**EthanMedia**") will defend you against any third party claim brought against you, to the extent that such claim is based on an allegation that a Paid Service, when used as authorized under this Agreement, infringes a United States or European Union patent or registered copyright (a "**Claim**"), and we will indemnify you against any damages and costs (including reasonable legal fees) finally awarded by a court of competent jurisdiction attributable to such a Claim or agreed to settlement by EthanMedia. If any portion of a Paid Service becomes, or in EthanMedia's opinion is likely to become, the subject of an infringement claim, EthanMedia may, at EthanMedia's option: (a) procure the right for you to continue using the Paid Service; (b) replace the Paid Service with non-infringing services which do not materially impair the functionality of the Paid Service; (c) modify the Paid Service so that it becomes non-infringing; or (d) terminate the Paid Service and refund any pre-paid subscription fees covering the remainder of the Subscription Term, and upon such termination, you will immediately cease all use of the Paid Service. EthanMedia will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon: (w) any use of a Paid Service not in accordance with this Agreement or the applicable EthanMedia documentation; any use of a Paid Service in combination with third party products or services not supplied by EthanMedia; or (z) any modification of a Paid Service by any person other than EthanMedia or its authorized agents. **THIS SUBSECTION SETS FORTH ETHANMEDIA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND**

EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

10.2 By You

You agree that you will be responsible for your use of the Service, and you agree to defend, indemnify, and hold harmless EthanMedia and its officers, directors, employees, consultants, Affiliates (as defined above), subsidiaries and agents (collectively, the "**EthanMedia Entities**") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to, use of, or alleged use of the Service; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

11. Disclaimers; No Warranties¹

THE SERVICE ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE ETHANMEDIA ENTITIES HAVE NO OBLIGATION TO MONITOR, CONTROL, OR VET USER CONTENT OR DATA. AS SUCH, YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE ETHANMEDIA ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SERVICES, ITS SAFETY OR SECURITY, OR THE SERVICES CONTENT. ACCORDINGLY, THE ETHANMEDIA ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SERVICE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES.

THE ETHANMEDIA ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

12. Limitation of Liability

IN NO EVENT WILL THE ETHANMEDIA ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE ETHANMEDIA ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE ETHANMEDIA ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SERVICES (INCLUDING ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES) OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO ETHANMEDIA TO ACCESS AND USE THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. Governing Law

This Agreement will be governed by the laws of the **Australian Government** without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and EthanMedia agree to submit to the personal and exclusive jurisdiction of the **state** and **federal** courts located within Australian Country for the purpose of litigating all such disputes.

14. Changes to this Agreement

EthanMedia reserves the right to make modifications to this Agreement at any time. If a revision materially alters your rights we will use reasonable efforts to contact you, including sending a notification to the e-mail address(es) associated with your account. In some instances, such as with Free Services, you may be required to indicate your consent to the revised terms in order to continue accessing the Service. Unless otherwise specified, any modifications to this Agreement will take effect at the start of Subscription Term following

the notice. If you do not agree with the revised terms, your sole and exclusive remedy will be not to renew your Subscription. If you do not agree with the revised terms your account will be suspended after 45 days of the revised terms being made available to users.

15. Versions

The authoritative version of this document is available at: <https://policies.ethanmedia.co>. While translations of this document may be provided in multiple languages for your convenience, the English language version hosted at the link above is binding for all users of the Service.

16. General

This Agreement constitutes the entire and exclusive understanding and agreement between you and EthanMedia ("**EthanMedia**") regarding your use of and access to the Service. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement at any time without notice. The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of this Agreement or any provision of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in this Subscription Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of this Agreement, any provision that by its nature or express terms should survive will survive such termination or expiration, including, but not limited to, Sections 2.5.1 and Sections 9 through 19.

17. Dispute Resolution and Arbitration

17.1 Generally

In the interest of resolving disputes between you and EthanMedia in the most expedient and cost effective manner, you and EthanMedia agree that any and all disputes arising in

connection with this Agreement will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of this Agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ETHANMEDIA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

17.2 Exceptions

Notwithstanding **Subsection 17.1**, we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

17.3 Arbitrator

Any arbitration between you and EthanMedia will be governed by the Australian Centre for International Commercial Arbitration (ACICA), as modified by this Agreement, and will be administered by the ACICA. The ACICA Rules and filing forms are available online at <https://acica.org.au/>, by calling the ACICA at +61 (0) 2 9223 1099.

17.4 Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by electronic mail ("**Notice**"). EthanMedia's address for Notice is:

legal@ethanmedia.co. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or EthanMedia may commence an arbitration proceeding.

17.5 Fees

Any arbitration hearings will take place at a location to be agreed upon in Brisbane, Queensland, Australia; A provided that if the claim is for \$2,500 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the ACICA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the ACICA Rules. In such case, you agree to reimburse EthanMedia for all monies previously disbursed by it that are otherwise your obligation to pay under the ACICA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

17.6 No Class Actions

YOU AND ETHANMEDIA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and EthanMedia agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

17.7 Modifications

In the event that EthanMedia makes any future change to this arbitration provision (other than a change to EthanMedia's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to EthanMedia's address for Notice, in which case your account with EthanMedia will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.

17.8 Enforceability

Notwithstanding **Section 16**, if **Subsection 17.1** is found to be unenforceable or if the entirety of this **Section 17** is found to be unenforceable, then the entirety of this **Section 17** will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in **Section 13** will govern any action arising out of or related to this Agreement.

18. Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

19. Publicity

You agree to allow us to identify you as a customer, to use your website's name in connection with proposals to prospective customers, to hyperlink to your website's home page, to display your logo on the EthanMedia website, and to otherwise refer to you in print or electronic form for marketing or reference purposes. If you do not wish for EthanMedia to use your name or logo in any of the preceding ways, please contact us via email at hey@ethanmedia.co.

20. Contact Information

The Services are offered by EthanMedia, located at 260 Queen Street, Brisbane, QLD 4000. You may contact us by sending correspondence to the foregoing address or by emailing us at hey@ethanmedia.co.

For any suspected abuse on EthanMedia's Network please report it by sending a report to abuse@ethanmedia.co , or fill a form out on <https://abuse.ethanmedia.co> .

Disclaimers

¹ Does not apply to customers who are using prebuilt website services such as **EthanMedia Agency services**.

² May apply to **EthanMedia Agency services** depending on components, If it applies to you it will be communicated to you.

³ This will not apply to you if you are purchasing Self-service services.

⁴This applies to any **EthanMedia Agency services**.