



Universal Terms of Service Agreement

Last Revised: July 30, 2016

PLEASE READ THESE UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between PenPublishing.com, Inc., a/an Kansas corporation (“Pen Publishing Interactive, Inc.”) and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of Pen Publishing Interactive, Inc. products and services (individually and collectively, the “Services”) purchased or accessed through Pen Publishing Interactive, Inc. or the Pen Publishing Interactive, Inc. website (this “Site”), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services you purchase or access through Pen Publishing Interactive, Inc. or this Site.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and agreements, which are incorporated herein by reference:

- Privacy Policy
- Anti-Spam Policy
- Civil Subpoena Policy
- Criminal Subpoena Policy
- Dispute On Transfer Away Form
- Uniform Domain Name Dispute Resolution Policy
- ICANN Transfer Dispute Resolution Policy
- Trademark and/or Copyright Infringement Policy
- Brand Guidelines
- Permissions Policy

- Direct Affiliate Program Service Agreement

The terms “we”, “us” or “our” shall refer to Pen Publishing Interactive, Inc.. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Pen Publishing Interactive, Inc., in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. You acknowledge and agree that (i) Pen Publishing Interactive, Inc. may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made (as indicated by the “Last Revised” date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Pen Publishing Interactive, Inc. may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account (“Account”) information, including your email address, current. Pen Publishing Interactive, Inc. assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Pen Publishing Interactive, Inc. finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Pen Publishing Interactive, Inc. shall not be liable for any loss or damage resulting from Pen Publishing Interactive, Inc.'s reliance on any instruction, notice, document or communication reasonably believed by Pen Publishing Interactive, Inc. to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Pen Publishing Interactive, Inc. reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an Account. You represent and warrant to Pen Publishing Interactive, Inc.

that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If Pen Publishing Interactive, Inc. has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Pen Publishing Interactive, Inc. reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, Pen Publishing Interactive, Inc. recommends that you change your password and shopper PIN at least once every six (6) months for each Account you have with Pen Publishing Interactive, Inc. You must notify Pen Publishing Interactive, Inc. immediately of any breach of security or unauthorized use of your Account. Pen Publishing Interactive, Inc. will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss Pen Publishing Interactive, Inc. or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- I. Your use of this Site and the Services found at this Site, including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
- II. You will not impersonate another User or any other person or entity, or submit content on behalf of another User or any other person or entity, without their express prior written consent.
- III. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- IV. You will not use this Site or the Services found at this Site in a manner (as determined by Pen Publishing Interactive, Inc. in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in defamatory, harassing, abusive or otherwise objectionable behavior;
 - Promotes, encourages or engages in child pornography or the exploitation of children;

- Promotes, encourages or engages in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Pen Publishing Interactive, Inc. or Pen Publishing Interactive, Inc.'s Services.
- V. You will not copy or distribute in any medium any part of this Site or the Services found at this Site, except where expressly authorized by Pen Publishing Interactive, Inc.
- VI. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- VII. You will not access Pen Publishing Interactive, Inc. Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Pen Publishing Interactive, Inc. may designate.
- VIII. You agree to back-up all of your User Content so that you can access and use it when needed. Pen Publishing Interactive, Inc. does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- IX. You will not use this Site or the Services found at this Site, including any of Pen Publishing Interactive, Inc.'s related technologies, for any commercial use without Pen Publishing Interactive, Inc.'s express prior written consent.

Pen Publishing Interactive, Inc. reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

5. YOUR USE OF Pen Publishing Interactive, Inc. CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of Pen Publishing Interactive, Inc. Content and User Content posted to Pen Publishing Interactive, Inc.'s corporate websites (i.e., those sites which Pen Publishing Interactive, Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership

or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Pen Publishing Interactive, Inc. Content. Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein (“Pen Publishing Interactive, Inc. Content”), are owned by or licensed to Pen Publishing Interactive, Inc. in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. Pen Publishing Interactive, Inc. Content is provided to you “as is”, “as available” and “with all faults” for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Pen Publishing Interactive, Inc.. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. Pen Publishing Interactive, Inc. reserves all rights not expressly granted in and to the Pen Publishing Interactive, Inc. Content, this Site and the Services found at this Site, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice (“User Submissions”), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, “User Content”). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to Pen Publishing Interactive, Inc. that (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any Pen Publishing Interactive, Inc. Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the Pen Publishing Interactive, Inc. Content or the User Content therein.

6. Pen Publishing Interactive, Inc.'s USE OF USER CONTENT

The provisions in this Section 6 apply specifically to Pen Publishing Interactive, Inc.'s use of User Content posted to Pen Publishing Interactive, Inc.'s corporate websites (i.e., those sites which Pen Publishing Interactive, Inc. directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

- I. Your User Submissions are entirely voluntary.
- II. Your User Submissions do not establish a confidential relationship or obligate Pen Publishing Interactive, Inc. to treat your User Submissions as confidential or secret.
- III. Pen Publishing Interactive, Inc. has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
- IV. Pen Publishing Interactive, Inc. may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

Pen Publishing Interactive, Inc. shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

If you have a website hosted by Pen Publishing Interactive, Inc. or another service provider, you shall retain all of your ownership or licensed rights in User Content posted to your website.

However, if you post or publish your User Content to this Site, you authorize Pen Publishing Interactive, Inc. to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. Accordingly, you hereby grant Pen Publishing Interactive, Inc. a worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and Pen Publishing Interactive, Inc.'s (and Pen Publishing Interactive, Inc.'s affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that Pen Publishing Interactive, Inc. may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content

are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, Pen Publishing Interactive, Inc. shall not use any User Content that has been designated “private” or “password protected” by you for the purpose of promoting this Site or Pen Publishing Interactive, Inc.’s (or Pen Publishing Interactive, Inc.’s affiliates’) business(es).

7. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

Pen Publishing Interactive, Inc. generally does not pre-screen User Content (whether posted to a website hosted by Pen Publishing Interactive, Inc. or posted to this Site). However, Pen Publishing Interactive, Inc. reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. Pen Publishing Interactive, Inc. may remove any item of User Content (whether posted to a website hosted by Pen Publishing Interactive, Inc. or posted to this Site) and/or terminate a User’s access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by Pen Publishing Interactive, Inc. in its sole and absolute discretion), at any time and without prior notice. Pen Publishing Interactive, Inc. may also terminate a User’s access to this Site or the Services found at this Site if Pen Publishing Interactive, Inc. has reason to believe the User is a repeat offender. If Pen Publishing Interactive, Inc. terminates your access to this Site or the Services found at this Site, Pen Publishing Interactive, Inc. may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

8. ADDITIONAL RESERVATION OF RIGHTS

Pen Publishing Interactive, Inc. expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Pen Publishing Interactive, Inc. in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Pen Publishing Interactive, Inc. in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Pen Publishing Interactive, Inc., its officers, directors, employees and agents, as well as Pen Publishing Interactive, Inc.’s affiliates.

Pen Publishing Interactive, Inc. expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

9. NO SPAM; LIQUIDATED DAMAGES

You acknowledge you have read, understand and agree to be bound by Pen Publishing Interactive, Inc.'s Anti-Spam Policy referenced above and available here. You agree Pen Publishing Interactive, Inc. may immediately terminate any Account which it believes, in its sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay Pen Publishing Interactive, Inc. liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

10. TRADEMARK AND/OR COPYRIGHT CLAIMS

Pen Publishing Interactive, Inc. supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to Pen Publishing Interactive, Inc.'s Trademark and/or Copyright Infringement Policy referenced above and available here.

11. LINKS TO THIRD-PARTY WEBSITES

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12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". Pen Publishing Interactive, Inc., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Pen Publishing Interactive, Inc., ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND Pen Publishing Interactive, Inc. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

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IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND agree that any cause of action arising out of or related to this Site or the Services found at this Site must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

IN ADDITION, You SPECIFICALLY ACKNOWLEDGE AND agree that in no event shall Pen Publishing Interactive, Inc.'s total aggregate liability exceed the total amount paid by you for the particular Service(S) that ARE the subject of the cause of action.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

14. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Pen Publishing Interactive, Inc. and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Pen Publishing Interactive, Inc. directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

15. FEES AND PAYMENTS

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. Pen Publishing Interactive, Inc. expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Where refunds are issued, Pen Publishing Interactive, Inc.'s issuance of a refund receipt is confirmation that Pen Publishing Interactive, Inc. has submitted your refund to the Payment Method charged at the time of the original sale. You acknowledge and agree that the associated payment provider and/or individual issuing bank establish and regulate the time frames for posting your refund. Refund posting time frames may range from five (5) business days to a full billing cycle.

Except as prohibited in any product-specific agreement, you may pay for Services by providing a valid credit card, an electronic check (from your personal or business checking account, as appropriate), PayPal (as defined below), or by using Pen Publishing Interactive, Inc.'s online payment form to establish a cash reserve for charge by Pen Publishing Interactive, Inc. (each, a "Payment Method"). For Services that offer "Express Checkout", clicking the Express Checkout button will automatically place an order for that Service and charge the primary Payment Method on file for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

In order to ensure that you do not experience an interruption or loss of Services, most Services offer an automatic renewal option. The automatic renewal option automatically renews the applicable Service for a renewal period equal in time to the original service period. For example, if your original service period is for one year, your renewal period will be for one year. While the details of the automatic renewal option vary from Service to Service, the Services that offer an automatic renewal option treat it as the default setting. Therefore, unless you disable the automatic renewal option, Pen Publishing Interactive, Inc. will automatically renew the applicable Service when it comes up for renewal and will take payment from the Payment Method you have on file with Pen Publishing Interactive, Inc. at Pen Publishing Interactive, Inc.'s then current rates, which you acknowledge and agree may be higher or lower than the rates for the original service period. In order to see the renewal settings applicable to you and your Services, simply log into your Account manager ("Account Manager") from this Site and follow the steps found here. You may enable or disable the automatic renewal option at any time. However, should you elect to disable the automatic renewal option and fail to manually renew your Services before they expire, you may experience an interruption or loss of Services, and Pen Publishing Interactive, Inc. shall not be liable to you or any third party regarding the same.

In addition, Pen Publishing Interactive, Inc. may participate in "recurring billing programs" or "account updater services" supported by your credit card provider (and ultimately dependent on your bank's participation). If you are enrolled in an automatic renewal option and we are unable to successfully charge your existing Payment Method, your credit card provider (or your bank) may notify us of updates to your credit card number and/or expiration date, or they may automatically charge your new credit card on our behalf without notification to us. In accordance with recurring billing program requirements, in the event that we are notified of an update to your credit card number and/or expiration date, Pen Publishing Interactive, Inc. will automatically update your payment profile on your behalf. Pen Publishing Interactive, Inc. makes no guarantees that we will request or receive updated credit card information. You acknowledge and agree that it is your sole responsibility to modify and maintain your Account settings, including but not limited to (i) setting your renewal options and (ii) ensuring your associated Payment Method(s) are current and valid. Further, you acknowledge and agree that your failure to do so, may result in the interruption or loss of Services, and Pen Publishing Interactive, Inc. shall not be liable to you or any third party regarding the same.

If for any reason Pen Publishing Interactive, Inc. is unable to charge your Payment Method for the full amount owed for the Services provided, or if Pen Publishing Interactive, Inc. is charged a penalty for any fee it previously charged to your Payment Method, you agree that Pen Publishing Interactive, Inc. may pursue all available lawful remedies in order to obtain payment. If you pay by credit card and if for any reason Pen Publishing Interactive, Inc. is unable to charge your credit card with the full amount owed for the Services provided, or if Pen Publishing Interactive, Inc. is charged back for any fee it previously charged to the credit card you provided, you agree that Pen Publishing Interactive, Inc. may pursue all available lawful remedies in order to obtain payment. You agree that the remedies Pen Publishing

Interactive, Inc. may pursue in order to effect payment shall include, but not be limited to, immediate cancellation without notice to you of any domain names or Services registered or renewed on your behalf. Pen Publishing Interactive, Inc. reserves the right to charge you reasonable “administrative fees” or “processing fees” for (i) tasks Pen Publishing Interactive, Inc. may perform outside the normal scope of its Services, (ii) additional time and/or costs Pen Publishing Interactive, Inc. may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Pen Publishing Interactive, Inc. in its sole and absolute discretion). Typical scenarios include, but are not limited to, customer service issues that require additional personal time or attention, fees incurred by third-party payment providers such as PayPal, and Authorize.net, fees incurred as the result of chargebacks or other payment disputes brought by you, your bank, or a Payment Method processor, and disputes that require accounting or legal services. These administrative fees or processing fees will be billed to the Payment Method you have on file with Pen Publishing Interactive, Inc.

Pen Publishing Interactive, Inc. may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site (“Supported Currency” or “Supported Currencies”). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and Pen Publishing Interactive, Inc. makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax (“VAT”), Goods and Services Tax (“GST”), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(C) PAY BY CHECK (ELECTRONIC CHECK)

By using Pen Publishing Interactive, Inc.’s pay by check option (“Pay By Check”), you can purchase Pen Publishing Interactive, Inc. Services using an electronic check (from your personal or business checking account, as appropriate). In connection therewith, you agree to allow us or our agent to debit the full amount of your purchase from your checking account (“Checking Account”), which is non-refundable.

Certegy will create an electronic funds transfer (“EFT”) or bank draft which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and the check must be payable in U.S. dollars.

It is your responsibility to keep your Checking Account current and funded. You acknowledge and agree that (i) Certegy reserves the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and (ii) in such event, neither Certegy nor Pen Publishing Interactive, Inc. shall be liable to you or any third party regarding the same. If for any reason we are unable to withdraw the full amount owed for the Services provided, you agree that Pen Publishing Interactive, Inc. may pursue all available lawful remedies in order to obtain payment (plus applicable fees). You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees provided as permitted by law. These fees may be debited from your Checking Account using an EFT or bank draft.

By clicking the box labeled “I agree” to the terms of the Pay By Check payment option, you authorize the information provided to be used for the creation of an EFT or bank draft and you authorize a debit of the full amount of your purchase from your Checking Account.

(D) PAY BY PAYPAL

By using Pen Publishing Interactive, Inc.’s pay by PayPal payment option (“PayPal”), you can purchase Pen Publishing Interactive, Inc. Services using PayPal. In connection therewith, you agree to allow PayPal to debit the full amount of your purchase from your PayPal account (“PayPal Account”) or from the credit card(s), bank account(s), or other allowed Payment Method(s) linked to your PayPal Account (“PayPal Funding Source”).

It is your responsibility to keep your PayPal Account and PayPal Funding Source current and funded, and your PayPal Account backed by a valid credit card. You acknowledge and agree that (i) PayPal reserves the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your PayPal Account or PayPal Funding Source no longer existing or not holding available/sufficient funds) and (ii) in such event, neither PayPal nor Pen Publishing Interactive, Inc. shall be liable to you or any third party regarding the same. If for any reason PayPal is unable to withdraw the full amount owed for your purchase, you agree that PayPal and Pen Publishing Interactive, Inc. may pursue all available lawful remedies in order to obtain payment. You agree that if the transaction is returned unpaid, you will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from your PayPal Account or PayPal Funding Source.

By clicking the box labeled “I agree” to the terms of the PayPal payment option, you authorize a debit of the full amount of your purchase from your PayPal Account or PayPal Funding Source.

16. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) Pen Publishing Interactive, Inc. is unable to issue payment

to such customer or (ii) Pen Publishing Interactive, Inc. issued payment to such customer in the form of a paper check, but the check was never cashed, then Pen Publishing Interactive, Inc. shall turn over such account balance to the State of Kansas in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, Pen Publishing Interactive, Inc. may withhold a dormancy charge in an amount equal to the lesser of \$15.00 or the total outstanding account balance associated with such customer.

17. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

18. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

19. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”). Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

20. COMPLIANCE WITH LOCAL LAWS

Pen Publishing Interactive, Inc. makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is

prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

21. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

Except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available here, this Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of Kansas, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of Maricopa County, Kansas, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Maricopa County, Kansas. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

22. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

23. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Pen Publishing Interactive, Inc.
Legal Department

PO Box 782302
Wichita, KS 67278-2302

legal@penpublishing.com

Revised: 7/30/2016

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