

MacStadium, Inc.
Website Terms of Use

Last Modified: December 1, 2015

Acceptance of the Terms of Use

These Website Terms of Use (“Terms of Use”) are entered into by and between you and MacStadium, Inc. (“MacStadium”, “we” or “us”). The following terms and conditions govern your access to and use of www.macstadium.com and www.atlcolo.com (the “websites”), including any content and functionality offered on or through our websites, whether as a guest or a registered user. The Terms of Use only govern your use of our websites themselves and DOES NOT govern your use of the services available through our websites. For more information on the Terms of Service, which govern your use of the services available through our website, visit <http://www.macstadium.com/tos>.

Please read the Terms of Use carefully before you start to use our websites. **BY USING OUR WEBSITES, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY NOTICE, FOUND AT [HTTP://WWW.MACSTADIUM.COM/PRIVACY](http://www.macstadium.com/privacy), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE OUR WEBSITES.**

Our websites are offered and available to visitors who are 13 years of age or older. By using our websites, you represent and warrant that you meet the foregoing eligibility requirement. If you do not meet this requirement, you must not access or use our websites.

Changes to the Terms of Use

We reserve the right to withdraw or amend our websites in our sole discretion without notice. We will not be liable if for any reason all or any part of our websites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our websites, or the entire websites, to visitors, including registered visitors.

You are responsible for:

- a) Making all arrangements necessary for you to have access to our website, and
- b) Ensuring that all persons who access our websites through your internet connection are aware of these Terms of Use and comply with them.

To access some portions of our websites, you may be asked to provide certain registration details or other information. It is a condition of your use of our websites that all the information you provide on our websites is correct, current and complete. You agree that all information you provide to register with our websites or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Notice, <http://www.macstadium.com/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these websites or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you log out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Trademarks, Copyrights and Restrictions

These sites are controlled and operated by MacStadium. All material on these sites, including, but not limited to images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, and other intellectual property rights which are owned and controlled by MacStadium, Inc., its related companies or by other parties that have licensed their material to MacStadium, Inc.

These Terms of Use permit you to use material on our websites solely for your personal, non-commercial use. Such material may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of MacStadium. Use of the materials on any other website or networked computer environment, or use of the materials for any purpose other than personal, non-commercial use is a violation of MacStadium's copyrights, trademarks and other proprietary rights, and is prohibited.

If you copy, reproduce, republish, modify, upload, post, transmit or distribute materials from our websites in breach of these Terms of Use, your right to use our websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in our websites or any content on our websites is transferred to you, and all rights not expressly granted are reserved by the MacStadium.

Prohibited Uses

You may use our websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use or permit others to use our websites:

- a) In any way that violates any applicable federal, state or local law or regulation. This includes, but is not limited to copyrighted material, proprietary information and other intellectual property rights, libel or defamation of character, invasion of privacy, tortious interference, export of technical or military data to prohibited countries, material legally judged to be threatening or obscene, pornography, material protected by trade secrets

and the hosting, storage or transmittal of any sexually explicit material that is in violation of any applicable federal, state or local law.

- b) To send Unsolicited Commercial Email or spam.
- c) To impersonate or attempt to impersonate MacStadium, a MacStadium employee, another user or any other person or entity, including, without limitation, by using email addresses or login credentials associated with any of the foregoing.
- d) To engage in any conduct that restricts or inhibits anyone's use or enjoyment of our websites, or which, as determined by us, may harm the MacStadium or users of our websites or expose them to liability.
- e) In any manner that could disable, overburden, or impair the sites or interfere with any other party's use of our websites, including their ability to engage in real time activities through our websites.

Additionally, you agree not to:

- a) Use any manual process or automatic device, process or means, including by not limited to a robot or spider means to access our websites for any purpose, including monitoring or copying of the material on the websites.
- b) Use any device, software or routine that interferes with the proper working of our websites.
- c) Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- d) Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our websites, the server on which our websites are stored, or any server, computer or database connected to our websites.
- e) Launch or facilitate the launch of a denial of service (DoS) attack on our websites for any reason whatsoever.
- f) Abuse MacStadium employees in any manner. This includes harassment, swearing, rudeness, threats or any intentionally disruptive behavior directed at MacStadium or any of its staff or agents.

Visitor Contributions

Our websites may contain message boards, chat rooms, forums, bulletin boards, blogs and any other interactive features (collectively "Interactive Services") that allow visitors to post, submit, publish, display or transmit to other visitors or other persons (hereinafter "post") content or materials (collectively "Visitor Contributions") on or through our websites.

All Visitor Contributions must comply with the Content Standards set out in these Terms of Use. Any Visitor Contribution you post to our sites will be considered non-confidential and non-proprietary. By providing any Visitor Contribution on our websites, you grant us and our affiliates and service providers and each of their and our respective licensees, successors and assigns the

right to use, reproduce, modify, perform, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- a) You own or control all rights in and to the Visitor Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns
- b) All of your Visitor Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Visitor Contributions you submit or contribute, and you, not MacStadium, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any Visitor Contributions posted by you or any other visitors of our websites.

Monitoring and Enforcement of Content; Termination of Use

We have the right to:

- a) Remove or refuse to post any Visitor Contributions for any or no reason in our sole discretion.
- b) Take any action with respect to any Visitor Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such Visitor Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of visitors to our websites or the public or could create liability for MacStadium.
- c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our websites.
- e) Terminate or suspend your access to all or part of our websites for any or no reason, including without limitation, any violation of these Terms of Use.

As provided in our Privacy Notice, <http://www.macstadium.com/privacy>, and without limiting the foregoing, we have the right to fully cooperate with any court order, law or legal process, including responding to any government or regulatory request requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our websites. YOU WAIVE AND HOLD HARMLESS MACSTADIUM AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY MACSTADIUM AND ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER MACSTADIUM, ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS OR GOVERNMENT OR LAW ENFORCEMENT AUTHORITIES.

We cannot undertake to review all material before it is posted on our websites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These Content Standards apply to any and all Visitor Contributions and use of Interactive Services. Visitor Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, Visitor Contributions must not:

- a) Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- c) Provide any sensitive information such as your medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or sex life.
- d) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- e) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Notice, <http://www.macstadium.com/privacy>.
- f) Be likely to deceive any person.
- g) Promote any illegal activity, or advocate, promote or assist any unlawful act.
- h) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- i) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- j) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- k) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through our websites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim

all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our websites, or by anyone who may be informed of any of its contents.

Our websites may include content provided by third parties, including materials provided by other visitors, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by MacStadium, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of MacStadium. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties

Changes to our Websites

We may update the content of our websites from time to time, but its content is not necessarily complete or up-to-date. Any of the material on our websites may be out of date at any given time, and we are under no obligation to update such material.

Online Purchases and Other Terms and Conditions

All purchases through our websites or other transactions for the sale of goods/services formed through our websites or as a result of visits made by you are governed by our Terms of Service, <http://www.macstadium.com/tos>, which are hereby incorporated into these Terms of Use.

Links from our Websites

If our websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to our websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

YOUR USE OF OUR WEBSITES AND THEIR CONTENT IS AT YOUR OWN RISK. OUR WEBSITES AND THEIR CONTENT ARE PROVIDED ON AN "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MACSTADIUM NOR ANY PERSON ASSOCIATED WITH MACSTADIUM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER MACSTADIUM NOR ANYONE ASSOCIATED WITH MACSTADIUM REPRESENTS OR WARRANTS THAT OUR WEBSITES AND THE CONTENT OBTAINED THROUGH OUR WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT OUR

WEBSITES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree that you shall defend, indemnify, and hold MacStadium harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against MacStadium, its agents, its clients, officers and employees, that may arise or result from any violation of these Terms of Use or your use of our websites, including but not limited to, your Visitor Contributions, any use of our websites' content, any material you supply that infringes or allegedly infringes on the proprietary rights of a third party, copyright infringement, or your use of any information obtained from our websites.

Arbitration

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL DISPUTES ARISING UNDER THIS AGREEMENT WILL BE SETTLED BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE PLACE FOR ARBITRATION WILL BE FULTON COUNTY, GEORGIA UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR SHALL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND MACSTADIUM WILL EACH BEAR YOUR OWN EXPENSES, INCLUDING ATTORNEYS' FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR SHALL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIM

UNLESS PREVIOUSLY AGREED TO IN WRITING BY MACSTADIUM. THE ARBITRATOR SHALL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICES. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND MACSTADIUM AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE USE OF OUR WEBSITES OR THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED.

Waiver and Severability

No waiver by MacStadium of any terms or conditions set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of MacStadium to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the agreement will remain in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and MacStadium with respect to use of our websites and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral.