



USER AGREEMENT

1. ACCEPTANCE OF TERMS OF SERVICE

- a) As a precondition and requirement to use the services available through portospire.com, you, for yourself and for the company or other person(s), if any, you represent ("Subscriber" or "Subscribers", as applicable), hereby accept and agree to be legally bound by these Terms of Service ("Terms"). These Terms are effective immediately between the Subscriber and PortoSpire, LLC, its subsidiaries and affiliates ("PortoSpire"). Each Subscriber is subject to these Terms, and by using PortoSpire's services, network and/or systems (collectively the "Services"), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.

- b) Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 17 of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from PortoSpire. Further, Subscriber represents and warrants all information provided by Subscriber to PortoSpire has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to PortoSpire in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although Subscribers of paid services offered through PortoSpire must be at least eighteen (18) years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for

herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.

- c) PortoSpire intends to provide the best possible web design and hosting services to each of its Subscribers. PortoSpire is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, PortoSpire reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.
- d) Subscribers may view the most current version of these Terms at portospire.com/policies. Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the portospire.com website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Section 4 below.
- e) If PortoSpire makes a significant change to these Terms, as determined in its sole discretion, PortoSpire will post a notice that we have made significant changes to the Terms on the portospire.com website for at least thirty (30) days after the changes are posted and will indicate the date these Terms were last revised.
- f) If Subscriber is using or transferring a previously registered domain name in conjunction with Subscriber's use of the Services, Subscriber hereby acknowledges and agrees that Subscriber's use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN") and the Domain Registration Agreement located at portospire.com/terms/DomainRegistrationAgreement.pdf and has read the Registrant Rights and Responsibilities located at <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>.

2) ACCEPTABLE USE POLICY

- a) Under this Agreement, Subscriber shall comply with PortoSpire's then current Acceptable Use Policy ("AUP"), as amended, modified or updated from time to time by PortoSpire, and other agreements which currently can be viewed under the Terms of Service section of this Web site (collectively, the "Terms of Service"), and which is incorporated in this Agreement by reference. Subscriber hereby acknowledges that it has reviewed the AUP and that the terms of the AUP are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the AUP, the terms of the AUP shall govern. PortoSpire does not intend to systematically monitor the content that is submitted



to, stored on or distributed or disseminated by Subscriber via the Service (the "User Content"). User Content includes content of Subscriber's and/or users of Subscriber's Web site. Accordingly, under this Agreement, Subscriber will be responsible for Subscriber's users content and activities on Subscriber's Web site. Notwithstanding anything to the contrary contained in this Agreement, PortoSpire may immediately take corrective action, including removal of all or a portion of the User Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by Subscriber of the AUP. In the event PortoSpire takes corrective action due to a violation of the AUP, PortoSpire shall not refund to Subscriber any fees paid in advance of such corrective action. Subscriber hereby agrees that PortoSpire shall have no liability to Subscriber or any of Subscriber's users due to any corrective action that PortoSpire may take (including, without limitation, suspension, termination or disconnection of Services).

3) TERM – PAYMENT – RENEWAL OF ACCOUNT AND DOMAIN

a) Term of Service

The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of these Terms and terminates as set forth in Paragraph 3.f and Section 4.

b) Payment

Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to these Terms. Subscriber agrees to update and keep current all of Subscriber's billing information, email and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to insure proper billing and continuity of services.

c) Promotional Pricing

PortoSpire may periodically offer "free" or discounted services or credits in connection with a promotional offer. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Subscriber downgrades or otherwise changes their subscription to a subscription to which a promotional offer does not apply, Subscriber will forfeit any unused free credits offered under the promotional packaged and PortoSpire will charge Subscriber the prevailing fees for any free credits redeemed by Subscriber under the promotional package.

d) Automatic Renewal of Hosting Account



As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's Hosting Account or Domain(s) PortoSpire may automatically renew Subscriber's Hosting Account by charging the applicable fee for the non-promotional rate to Subscriber's current method of payment on file. The initial term of this Agreement shall be as set forth in the Registration Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Subscriber, and after the Initial Term, this Agreement shall continue for successive periods (or renewal period) of equal length as the Initial Term or such other Term and price that shall be set forth in a notice to the customer at least thirty (30) days prior to the commencement of such successive period or renewal period. In the case of insufficient funds we will attempt to collect at a partial term quantity (not changing your current term) to continue service as per contract. Additionally after the Initial Term, you acknowledge, agree and authorize us to automatically bill and/or charge on your credit card for successive or renewal periods, unless terminated or cancelled by either party as provided in this section. PortoSpire shall provide notice of the upcoming charge to Subscriber no later than thirty (30) days prior to the payment date. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

e) Notification of Automatic Renewals

Subscriber will be notified of pricing for EACH successive period (or renewal period) no later than thirty (30) days prior to the payment date of SUCH successive period (or renewal period) for all products and services with a successive or renewal period of twelve (12) months or greater. This notification will be sent to the contact email address on file for the Account.

f) Cancellation of Automatic Renewal of Account

Subscriber agrees to notify PortoSpire of Subscriber's intent to cancel automatic renewal at least sixteen (16) business days prior to the account or domain expiration date. This request must include verification of ownership of the hosting account and/or domain(s), as determined by PortoSpire.

g) Charge-backs and Reversals

In the event Subscriber issues a charge-back or reversal of charges without first following the below cancellation procedures, the Subscriber will be responsible for a USD \$25.00 billing service fee. Accounts that have an open dispute may be disabled for security purposes.

h) Authority

In the event Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing PortoSpire Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the



corporation, limited liability company, partnership, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other Terms set forth herein.

4) CANCELLATION OF SERVICES – REFUND POLICY

a) Nonrefundable Fees

Fees paid by Subscriber in connection with the purchase of website transfer or design services are nonrefundable under these Terms, as are Check Refunds of USD \$10.00 or less due to processing fees, unless otherwise stated in the agreement Subscriber entered into with the individual service provider.

b) Cancellations within First 30 Days of Registration

In the event Subscriber cancels the Services within three (3) calendar days of registration, Subscriber will receive a full refund of all fees paid in connection with the registration upon request, with the exception of any Nonrefundable Fees set forth in Paragraph 4.a.

c) Cancellations After 30 Days

Subscriber may cancel his/her/its Services at any time, before or after automatic account renewal, and, with the exception of any Nonrefundable Fees set forth in Paragraph 4.a and any setup fees, which are nonrefundable after thirty (30) calendar days, receive a pro-rated refund for all other fees paid for Services.

d) Notice of Cancellation

Subscriber agrees to direct all cancellation requests to PortoSpire. The cancellation request must include verification of ownership of the account as determined by PortoSpire. Once confirmed, the cancellation can be processed following the cancellation policy.

5) LICENSE TO PORTOSPIRE

PortoSpire claims no ownership interest in the content of Subscriber's web site(s). By submitting content and data to PortoSpire, Subscriber grants to PortoSpire, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on PortoSpire's servers during the Term. Subscriber also authorizes the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services as set forth in Sections 3 and 4 of the User Agreement.



6) USAGE POLICIES AND DEFINITIONS

a) "UNLIMITED" USAGE POLICIES AND DEFINITIONS

i) What "Unlimited" means

PortoSpire does not set an arbitrary limit or cap on the amount of resources a single Subscriber can use. In good faith and subject to these Terms, PortoSpire makes every commercially reasonable effort to provide its Subscribers with all the storage and bandwidth resources needed to power their web sites successfully, as long as the Subscriber's use of the service complies with these Terms. By not setting limits on key resources, we are able to provide simple, consistent pricing to our Subscribers as they grow their websites. As a result, a typical website may experience periods of great popularity and resulting increased storage without experiencing any associated increase in hosting or maintenance charges.

ii) What "Unlimited" DOES NOT mean

PortoSpire employs complex mechanisms to protect its Subscribers and systems from abuse. PortoSpire's offering of "unlimited" services is not intended to allow the actions of a single or few Subscribers to unfairly or adversely impact the experience of other Subscribers. PortoSpire's service is a shared hosting service, which means that multiple Subscriber web sites are hosted from the same server and share server resources. PortoSpire's service is designed to meet the typical needs of small business and home business website Subscribers in the United States. It is NOT intended to support the sustained demand of large enterprises, internationally based businesses, or non-typical applications better suited to a dedicated server. PortoSpire will make every commercially reasonable effort to provide additional resources to Subscribers who are using their website(s) consistent with these Terms, including moving Subscribers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Subscribers, PortoSpire does place automated safeguards to protect against any one site growing too quickly and adversely impacting the system until PortoSpire can evaluate said sites resource needs.

iii) Unlimited Hosting Space

PortoSpire does not set arbitrary limits on the amount of disk space a Subscriber can use for the Subscriber's website, nor does PortoSpire charge additional fees based on an increased amount of storage used, provided the Subscriber's use of storage complies with these Terms. Please note, however, that the PortoSpire services are designed to host websites. PortoSpire does NOT provide unlimited space for online storage, backups, or archiving of electronic files, documents,



log files, etc., and any such prohibited use of the Services will result in the termination of Subscriber's account, with or without notice. Accounts with a large number of files can have an adverse affect on server performance. PortoSpire may request that the number of files, or total database usage be reduced to ensure proper performance or request that the Subscriber switch use to an alternate hosting package, or may terminate the Subscriber's account, with or without notice.

iv) Unlimited File Transfer

PortoSpire does not set arbitrary limits on the amount of visitor traffic a web site can receive or on the amount of content a Subscriber can upload to his/her/its website in a given month, nor does PortoSpire charge additional fees based on increased use of bandwidth, as long as the Subscriber's use of the Services complies with these Terms. In most cases, a Subscriber's web site will be able to support as much traffic as the Subscriber can legitimately acquire. However, PortoSpire reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other Subscribers.

v) Unlimited Domain Hosting

PortoSpire does not set arbitrary limits on the number of domain names a Subscriber can associate with the Subscriber's account.

7) PROPERTY RIGHTS

These Terms do not give Subscriber any rights in PortoSpire intellectual property or technology.

PortoSpire and related trademarks and logos are the exclusive property of PortoSpire. PortoSpire and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party.

Notwithstanding the foregoing, nothing herein shall bar PortoSpire from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

8) DISCLAIMER OF WARRANTY

YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. PORTOSPIRE HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER



HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY PORTOSPIRE OR PORTOSPIRE'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. PORTOSPIRE DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. PORTOSPIRE DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. PORTOSPIRE DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR PORTOSPIRE IN PARTICULAR.

9) LIMITATION OF LIABILITY

PORTOSPIRE SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL PORTOSPIRE BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, IP RIGHTS HOLDER INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT PORTOSPIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. PORTOSPIRE SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. PORTOSPIRE'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL PORTOSPIRE'S LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU, THE SUBSCRIBER, TO PORTOSPIRE FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, PORTOSPIRE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10) INDEMNIFICATION

You, the Subscriber, agree to defend, indemnify and hold PortoSpire, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation,



reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from PortoSpire's own gross negligence or willful misconduct. PortoSpire reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

11) MISCELLANEOUS

a) Monitoring and Disclosures

All activities occurring on, in, and/or via the Services or any website hosted by PortoSpire may be monitored, recorded, and examined by any authorized person, including law enforcement. In general, PortoSpire does not monitor its Subscribers' websites or activities to determine whether they are in compliance with these Terms. However, when and if PortoSpire becomes aware of any violation of these Terms, PortoSpire may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via PortoSpire, and/or removing non-complying information. In addition, PortoSpire may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of the activities of such subscriber, patron, customer, invitee, visitor, or guest. PortoSpire reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. PortoSpire may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect PortoSpire or others from harm, and/or to ensure the proper operation of the Services. PortoSpire has no obligation to notify any person, including the Subscriber about whom information is sought, that PortoSpire has provided the information.

b) Accurate Account Information

Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on PortoSpire in order to avoid termination of Subscriber's PortoSpire account(s).

c) Duty to Notify PortoSpire of Breach

If Subscriber discovers anyone on the PortoSpire system violating any of these Terms or notices anything suspicious from the PortoSpire network, Subscriber agrees to report the violation or



suspicious activity. PortoSpire reserves the right to and will immediately terminate any account which PortoSpire concludes to be in violation of any of these Terms.

d) Reservation of Rights

PortoSpire reserves the right to refuse or to cancel service to any prospective Subscriber or existing Subscriber for any lawful reason at any time during Subscriber's hosting term with PortoSpire.

e) Severability

These Terms are binding upon PortoSpire, all existing and prospective Subscribers, and upon the assigns, heirs, and successors of each. If any provision of these Terms is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of these Terms shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining Terms are then otherwise consistent with the original intent of the Terms of Service.

f) Governing Law

These Terms shall be governed by the laws of the State of Ohio without reference to conflict of law principles. The United Nations Convention on the International Sale of Goods shall not apply and is hereby expressly excluded. By subscribing to or using any of the Services of PortoSpire, Subscriber agrees that all disputes, if any, involving PortoSpire shall be subject exclusively to the jurisdiction of the State and Federal Courts within the State of Ohio; provided, further, that all action brought against PortoSpire in State Court must be brought in Franklin County, Ohio and, if in Federal Court, in Franklin County, Ohio. Subscriber hereby agrees that it is subject to the in personam jurisdiction of said courts for all purposes in connection with these Terms and/or in connection with any claim or dispute involving PortoSpire. Subscriber hereby waives any and all objections that it has or might have, known or unknown, whether under Ohio's long arm statute or otherwise, to the existence of said in personam jurisdiction. Subscriber agrees that it has no right to and shall not file or otherwise bring a lawsuit against PortoSpire outside the State of Ohio; and, that Subscriber, if involved before a court in a lawsuit outside of the State of Ohio, shall be deemed to support and to stipulate to a motion made by PortoSpire to dismiss said lawsuit with respect to PortoSpire.

12) PROHIBITED PERSONS (COUNTRIES, ENTITIES, AND INDIVIDUALS)

a) Sanctioned Countries

The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the



Treasury, and Department of Commerce, has determined that, with respect to all or certain commercial activities that would otherwise occur between i) the United States, its citizens or residents on the one hand and ii) the governments, citizens, or residents of certain other countries ("Sanctioned Countries") on the other hand, said commercial activities are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. "Sanctioned Countries" shall be deemed automatically to be added to or otherwise modified from time to time consistent with the determination(s) of the government of the United States, and shall include all other countries with respect to which commercial activities are prohibited, embargoed, sanctioned, banned and/or otherwise excluded by determination(s) of the government of the United States from time to time.

- i) Each Sanctioned Country, all governmental, commercial, or other entities located therein, and all individuals located in any Sanctioned Country are hereby prohibited from registering or signing up with, subscribing to, or using any service of PortoSpire.
- ii) Each individual which is a National or Citizen of a Sanctioned Country is hereby prohibited from registering or signing up with, subscribing to, or using any service of PortoSpire, regardless of where said individual is located.
- iii) Country-Code Top Level Domain Names for any Sanctioned Countries are hereby prohibited from use in connection with any service of PortoSpire.

b) Prohibited Organizations/Entities

The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain organizations and/or entities (collectively "Prohibited Organizations/Entities" and individually "Prohibited Organization/Entity") are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Organizations/Entities are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

- i) Each Prohibited Organization/Entity is hereby prohibited from registering or signing up with, subscribing to, or using any service of PortoSpire.



c) Prohibited Individuals

The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain individuals (collectively "Prohibited Individuals" and individually "Prohibited Individual"), including without limit, certain Specially Designated Nationals are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Individuals are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

- i) Each Prohibited Individual is hereby prohibited from registering or signing up with, subscribing to, or using any service of PortoSpire.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO PORTOSPIRE SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR PORTOSPIRE ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.

Last Updated: 2018-02-01

