

Sutra Live® - UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised: 4/14/2025

PLEASE READ THIS 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 Sutra Nexus® ("Sutra Live®") as an agent of Wild West Domains, LLC and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"). Any agreements, arrangements and/or additional policies that apply to certain Services ("**Services Agreements**") and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms "we", "us" or "our" shall refer to Sutra Live®. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Site or the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

Sutra Live® may, in its sole and absolute discretion, 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. Your use of this Site or the Services after such changes or modifications have been made 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. In addition, Sutra Live® may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("**Account**") information current. Sutra Live® assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, Sutra Live® may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. SUTRA LIVE® RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("**Users**") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and/or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

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, Sutra Live® 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. Sutra Live® shall not be liable for any loss or damage resulting from Sutra Live®'s reliance on any instruction, notice, document or communication reasonably believed by Sutra Live® 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, Sutra Live® reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to Sutra Live® 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 Sutra Live® has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Sutra Live® 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, Sutra Live® recommends that you change your password and shopper PIN at least once every six (6) months for each Account. You must notify Sutra Live® immediately of any breach of security or unauthorized use of your Account. Sutra Live® 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 Sutra Live® or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- i. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.
- ii. 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.
- iii. You will not use this Site or the Services in a manner (as determined by Sutra Live® in its sole and absolute discretion) that:
 - Is illegal or harmful, or promotes or encourages illegal or harmful activity;
 - Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
 - Promotes or encourages self-harm or suicide;
 - Promotes, encourages or engages in terrorism, or violence against people, animals, or property;
 - 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;
 - Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
 - 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 Sutra Live® or Sutra Live®'s Services.
- iv. You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- v. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by Sutra Live®.

- 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 Sutra Live® Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Sutra Live® may designate.
- viii. You agree to back-up all of your User Content so that you can access and use it when needed. Sutra Live® 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 re-sell or provide the Services for a commercial purpose, including any of Sutra Live®'s related technologies, without Sutra Live®'s express prior written consent.
- x. You will not 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 Sutra Live® Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the Sutra Live® Content or the User Content therein.
- xi. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- xii. You are aware that Sutra Live® may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether Sutra Live® asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which Sutra Live® is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of Sutra Live® that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from Sutra Live®. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of Sutra Live® that may be sent by an automatic telephone dialing system. You understand that providing consent is not a condition of purchasing any good or service from Sutra Live®. Message and data rates may apply.
- xiii. Without limiting any of the rights set forth elsewhere in this Agreement, Sutra Live® expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any Sutra Live® policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by Sutra Live® in its sole and absolute discretion).
- xiv. If your purchase or account activity shows signs of fraud, abuse or suspicious activity, Sutra Live® may cancel any service associated with your name, email address or account and close any associated Sutra Live® accounts. If Sutra Live®, in its sole discretion, determines that any conducted activity is fraudulent, Sutra Live® reserves the right to take any necessary legal action and you may be liable for monetary losses to Sutra Live® including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact Sutra Live® Care.

6. PROTECTION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

Sutra Live® may process personally identifiable information (“PII”) about you, your customers, and/or any individual using any services provided to you under this Agreement including any website You host with Sutra Live®. To the extent Sutra Live® processes PII for its purposes in providing the Services, Sutra Live® acts as the Data Controller and Sutra Live®’s Global Privacy Notice applies to such processing. To the extent Sutra Live® processes PII on your behalf as part of the Services, Sutra Live® acts as the Data Processor and the Data Processing Addendum applicable to the Services applies to such processing.

7. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with Sutra Live®, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity (“**User Submissions**”), (b) literary, artistic, musical, or other content, including but not limited to photos and videos, or (c) other information about their business or customers (together with User Submissions, (“**User Content**”). All content submitted through your Account or processed on your behalf is considered User Content.

You must not post any User Content that is not compatible with or violates this Agreement (including without limitation this Section 7 and Sections 5 and 17 of this Agreement) or any applicable local, state, national and international laws, rules and regulations (“Prohibited Content”)

By posting, publishing, or processing User Content to this Site or to or via the Services, you represent and warrant to Sutra Live® that (i) you have all necessary rights to process and distribute User Content via this Site or via the Services, 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, (ii) the User Content does not contain any Prohibited Content and does not violate the rights of any third party. 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.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate Sutra Live® to treat your User Submissions as confidential or secret, that Sutra Live® 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, and that Sutra Live® 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.

Sutra Live® 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.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize Sutra Live® 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, this Agreement, and any Services Agreements applicable to the User Content. You hereby grant Sutra Live® a worldwide, non-exclusive, royalty-free, sublicensable (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, the Services and Sutra Live®'s (and Sutra Live®'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 Sutra Live® 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. You also understand and agree that Sutra Live® may retain and use any User Content that has been incorporated into any derivative works as allowed pursuant to any Services Agreements. Notwithstanding anything to the contrary contained herein, Sutra Live® shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or Sutra Live®'s (or Sutra Live®'s affiliates') business(es). If you have a website or other content hosted by Sutra Live®, you shall retain all of your ownership or licensed rights in User Content.

Sutra Live® Data. For the avoidance of doubt, User Content does not include "Sutra Live® Data," which means (a) all information relating to Sutra Live®'s business and delivery of the Services, including but not limited to PII concerning You and (where applicable) your employees or representatives, (b) other data concerning or relating to Your account, transaction history, use of the Services and identity verification, and (c) subject to any restrictions under any applicable Data Protection Laws, any PII that has been aggregated, pseudonymized, or anonymized (collectively, "De-identified") pursuant to the terms of any Services Agreement. You acknowledge and agree that you have no rights to Sutra Live® Data under this or any Services Agreement.

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

9. PRODUCT CREDITS

In the event you are provided with a product credit ("**Credit**"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("**Purchased Product**"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. In the event your Purchased Product includes a free domain name, if you cancel the Purchased Product, the list price for the domain name will be deducted from the refund amount. The list price is the price of the domain name listed on Sutra Live®'s website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

10. MONITORING AND MODERATION OF CONTENT; RESTRICTIONS POLICY

When using this Site and/or any Service, you will not provide, post, publish, share or otherwise make available or accessible any Prohibited Content.

Sutra Live® generally does not pre-screen User Content (whether posted to a website hosted by Sutra Live® or posted to this Site). However, and subject to applicable laws, Sutra Live® 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. By way of example, Sutra Live® may for instance voluntarily screen or pre-screen material for potential child sexual abuse material and act against any such material.

Sutra Live® may remove any item of User Content (whether posted to a website hosted by Sutra Live® or posted to this Site) and/or suspend or terminate a User's access to this Site or the Services found at this Site for posting or publishing any Prohibited Content, or for otherwise violating this Agreement (as determined by Sutra Live® in its sole and absolute discretion), at any time and without prior notice. Sutra Live® may also suspend or terminate a User's access to this Site or the Services found at this Site if Sutra Live® has reason to believe the User is a repeat offender.

If Sutra Live® terminates your access to this Site or the Services found at this Site, Sutra Live® may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

Sutra Live® also reserves the right, but undertakes no duty, to review use of the Services and account activity for any activity that may pose a risk to Sutra Live® and/or Sutra Live®'s systems. Sutra Live® also may review, adjust the configurations of, and/or change the settings of any Services, including the settings of any hosted environment, that Sutra Live® believes, in its sole and absolute discretion, may pose a risk to Sutra Live®, Sutra Live®'s systems, or any of its environments.

11. EUROPEAN UNION DIGITAL SERVICES ACT ("DSA") SUPPLEMENTAL TERMS OF SERVICE

This section 11 applies as from February 17, 2024, which is the date of entry into effect of the EU Digital Services Act.

11.1 This Section 11 sets out provisions, processes and disclosures that supplement the rest of this Agreement, as required under the DSA, which regulates the provision of certain digital intermediary services provided in the European Union ("EU") and notably sets out rules on the role of providers and imposes content moderation requirements and transparency obligations. These provisions only apply to you if you are in the EU and / or if you are using the Site or Services falling within the scope of the DSA. In the event of any conflict between the terms set out in this Section 11 and the other provisions of this Agreement, the terms of Section 11 shall prevail.

11.2 Rules of conduct. Users are prohibited from providing, publishing or transmitting content which is incompatible with or violates this Agreement (including without limitation Sections 5, 7 and 16) or any applicable laws in the EU or in any EU country ("Unauthorized Content").

11.3 Content moderation overview. Sutra Live® may voluntarily take action against any Unauthorized Content, in accordance with Section 10 above. In addition, Sutra Live® may receive notices through the Notice and Action Mechanism (described below) and orders from EU authorities reporting the presence of alleged illegal content on (or transmitted through) this Site or any Service (including without limitation any website hosted by Sutra Live®). Sutra Live® will process these orders and notices, and take action based on the information provided. These actions may entail the restrictions mentioned in Section 11.5 below, or any other restrictions required by the relevant authority.

11.4 Notifying alleged illegal content – Notice and Action Mechanism. You may report to Sutra Live® the presence, on this Site or on any Service, of content that you consider to be illegal in the EU or any EU country through the mechanism accessible in our [Support Center](#) (“**Notice and Action Mechanism**”). Depending on the nature of the Service concerned by the notice, the way Sutra Live® processes and addresses such notice may differ.

11.5 Restrictions. Sutra Live® may, at any time and in some cases, without prior notice, remove any Prohibited Content provided on (or through) this Site or any Service or suspend or terminate access to a whole Service (e.g., disabling a website hosted by Sutra Live®). In addition, with respect to “repeat offenders”, namely users frequently providing manifestly Prohibited Content, Sutra Live® may suspend or terminate their access to this Site or to the Services found at this Site. Sutra Live® will generally issue a prior warning before any suspension, other than in exceptional cases, or where Sutra Live® is otherwise legally required to take immediate action. When deciding on and applying such restrictions, Sutra Live® will act in a timely, diligent, non-arbitrary, objective and proportionate manner.

11.6 Unfounded Notices. If any user frequently provides manifestly unfounded notices through the Notice and Action Mechanism, Sutra Live® may suspend the processing of its notices. Sutra Live® will generally issue a prior warning before any suspension, save for exceptional cases (as determined by Sutra Live® in its reasonable discretion) or where Sutra Live® is legally required to take immediate action.

11.7 Measures and tools for review. Notices and orders are generally subject to human review. Sutra Live® may also use a machine learning model that helps process certain claims and detect phishing on websites hosted by Sutra Live®. Actions taken in response to notices and/or orders which relate to the provision of content by users of the Service or visitors of the Site, if any, are generally subject to human review.

11.8 Right to terminate the use of the Services. You have the right to terminate the use of the Services in accordance with Sections 9 and 15 of this Agreement.

11.9 Content Moderation Decisions.

A. This Section may apply to you if:

- i. Your issue relates to a Sutra Live® online platform in the EU (meaning either a Service involving the sale and purchase of aftermarket domain names, or Sutra Live® Community to the extent provided in the EU); and
- ii. Your issue concerns: (y) a decision taken by Sutra Live® further to a notice you submitted to Sutra Live® regarding the presence of information considered to be illegal content on a Sutra Live® EU online platform; and/or (z) a decision taken by Sutra Live® to remove (or to not remove) content or to suspend, restrict or terminate (or to not suspend, restrict or terminate) access to a Sutra Live® EU online platform on the ground that you or any user of

the Service provided Prohibited Content,

(a “**Content Moderation Decision**”).

B. If you disagree with a Content Moderation Decision, you may lodge a complaint against it with Sutra Live®. The complaint must be lodged within six (6) months from the date on which you are informed of the Content Moderation Decision. To lodge your complaint, you will need to respond to the email informing you of the Content Moderation Decision and provide any additional context or information for Sutra Live® to reassess the Content Moderation Decision. Sutra Live® will review your complaint and respond through its internal complaint-handling system (the “Internal Complaint-Handling System”).

If a user frequently provides manifestly unfounded complaints through the Internal Complaint-Handling System, Sutra Live® may suspend the processing of its complaints, after a prior warning.

C. If you disagree with a Content Moderation Decision and/or the outcome of the Internal Complaint-Handling System, you may also engage with any out-of-court dispute settlement body certified by the relevant EU authority. For your information, decisions taken by these bodies are not binding. Also, Sutra Live® may refuse to engage in such a procedure if the issue has already been resolved concerning the same content and the same grounds. The list of these certified bodies (if any) is expected to be published by the EU Commission shortly. We will update the terms of this Agreement once the relevant information becomes available.

D. In any case, you may also initiate judicial proceedings before a competent court, according to the applicable law, at any stage.

11.10 For the purposes of Sections 11.6 and 11.9, “frequently” means the submission of 2 or more unfounded notices or complaints (as relevant) over a period of 12 months. For the purposes of Sections 11.5, 11.6 and 11.9, when determining whether a specific behavior requires such a suspension or termination and the duration of the suspension or termination, Sutra Live® takes into account the relevant facts and circumstances, which may include such things as the volume of manifestly unfounded notices or complaints submitted within the period referred to above, the seriousness and/or the impact of the behavior. A notice may for instance be considered as manifestly unfounded if it is evident that it does not relate to alleged illegal content and instead refers solely to personal and/or subjective considerations. Specifically as regards the provision of illegal content, these criteria also include the volume of illegal content provided, the extent of its impact and/or the gravity of the behavior (e.g., as regards the nature of the content concerned and its consequences) and the frequency of the behavior.

11.11 Search Engine: Recommender Systems Disclosure.

Our Site and certain of our Services include a search engine that enables you to search for domain name registrations based on your query, account search history, and location.

The search engine generates a list of results based on generic matching between the keywords or character sequences searched and the domain names available for purchase. If the exact domain name you searched for is unavailable, the search engine will display results for domain names that match your keywords and characters, potentially including alternative top-level domain names, which may take into account your location. For example, if you are located in Germany, the search engine may prioritize “.de” top-level domain names in order to present you more tailored results. Additionally, the search may feature partnerships labeled “Promoted” in the search results.

The keywords or sequences of characters that you searched are the most significant parameters used to determine the results, whereas search history and location are secondary parameters used to further refine the list of results. As currently designed, the search engine does not allow you to change these parameters.

11.12 DSA Point of Contact.

If you have any questions or queries about this Section 11 or any other DSA-related matters, you can contact us by email at dsainquiries@secureserver.net.

12. ONLINE SAFETY ACT 2023 (“OSA”) SUPPLEMENTAL TERMS OF SERVICE FOR ONLINE CONTENT IN THE UK

12.1. This Section 12 sets out provisions, processes and disclosures that supplement the rest of this Agreement, as required under the OSA, which prohibits the uploading, sharing or making available of illegal or harmful content online in the UK. These provisions only apply to you if you are a UK User and you are using the Site or Services falling within the scope of the OSA. In the event of any conflict between the terms set out in this Section 12 and the other provisions of this Agreement, the terms of Section 12 shall prevail.

12.2 Rules of conduct. UK Users are prohibited from using, providing, publishing or transmitting Prohibited Content on this Site or in their use of the Services (specifically including any User Content that is incompatible with or violates the OSA). Further details regarding Prohibited Content and how GoDaddy implements measures to protect UK Users from accessing Prohibited Content can be found in its OSA Policy which can be found here: [GoDaddy OSA Policy](#).

12.3 Content moderation overview. GoDaddy may take action against any UK User Content, in accordance with Section 10 above. In addition, GoDaddy may receive notices through its OSA Reporting and Complaints Procedure (as described below), or regulatory orders requiring the suspension or termination of Services or User Content in breach of the OSA. GoDaddy will review, and may take action in accordance with its obligations under the OSA. These actions may entail the restrictions mentioned in this Section 12 below, or any other restrictions in accordance with this Agreement.

12.4 Notifying alleged illegal content and complaints. You may report to GoDaddy the presence on this Site of content that you consider to be illegal or prohibited under the OSA, or raise a complaint in relation to GoDaddy's compliance with the OSA, through the mechanism accessible on our Support Center. GoDaddy's processing and address of such complaints is dependent on the nature of the content concerned by the complaint.

12.5 Restrictions. GoDaddy may at any time, and without any liability or right to provide compensation, and in some cases without prior notice, remove any Prohibited Content provided on (or through) this Site or any Service, or suspend or terminate a Service (e.g., taking down a website hosted by GoDaddy), where required under the OSA or any regulatory orders, or where a User is otherwise in breach of this Agreement.

12.6 Rights. Under the OSA, UK Users may have the right to bring a claim for breach of contract under this Agreement if: (a) regulated user-generated content which the UK User generates, uploads or shares is taken down, or access to it is restricted, by GoDaddy in breach of this Agreement, or (b) a UK User is suspended or banned from using the Services in breach of this Agreement. If a UK User considers that GoDaddy has breached this Section 12.6, then the UK User may make a complaint via the procedure outlined in Section 12.4.

12.7 OSA Point of Contact. If you have any questions or queries about this Section 12 or any other OSA-related matters, you can contact us by email at osainquiries@godaddy.com.

13. DISCONTINUED SERVICES; END OF LIFE POLICY

Sutra Live® reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although Sutra Live® makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach its End-of-Life ("**EOL**"). If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by Sutra Live®, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, Sutra Live® will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by Sutra Live® in its sole and absolute discretion. Sutra Live® may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration. In the event that a feature, functionality, or aspect of any Service we offer has

reached or will reach EOL, then we will attempt to notify you thirty or more days in advance of the EOL date. However, if the Service maintains a least reasonably equivalent functionality without such feature, functionality, or aspect, as determined by Sutra Live® in its sole and absolute discretion, Sutra Live® will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. Sutra Live® will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

14. BETA SERVICES

From time to time, Sutra Live® may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as “**Beta Services**”. If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) Sutra Live® reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) Sutra Live® may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience; (viii) You acknowledge and agree that Sutra Live® may track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Beta Services; (ix) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to Sutra Live®; (x) The Beta Services are provided “as is”, “as available”, and “with all faults”.

You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by Sutra Live®. To the fullest extent permitted by law, Sutra Live® disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

15. FEES AND PAYMENTS

You agree that your Payment Method may be charged by one of our affiliated entities. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by Wild West Domains, LLC; if your payment was identified as being processed in Canada, your transaction will be processed by Wild West Domains Canada, Inc.; if your payment was identified as being processed in the United Kingdom, your transaction will be processed by Europe Domains/Hosting Services, Ltd.; if your payment was identified as being processed in India, your transaction will be processed by Universal Domains and Hosting Services India Pvt Ltd, if your payment was identified as being processed in Australia, your transaction will be process by International Online Services,Australia PTY Limited. If your payment was identified as being processed in the Netherlands, your transaction will be processed by Online Services Netherlands B.V. If, during your purchase, your payment was identified as being processed in a country or region that is not listed above, your transaction may be processed by an entity within the disclosed country that is affiliated with our local payment service provider, and subject to the provisions of our Privacy Policy.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the [Refund Policy](#).

Price Changes. Sutra Live® reserves the right to change its prices and fees at any time, and such changes shall either be posted online at this Site and effective immediately without need for further notice to you or notice shall be provided to you by email. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following “**Payment Methods**”: (i) valid credit card; (ii) “Good As Gold Prepaid Services” (defined below); (iii) electronic payment from your personal or business checking account, as appropriate (and as defined below); (iv) PayPal; (v) International Payment Option (as defined below); (vi) via In-Store Credit balances, if applicable (and as defined below); or (vii) any other method you use to pay for Services as determined by Sutra Live® in its sole and absolute discretion, each a “Payment Method”. You acknowledge and agree that we may store your successful Payment Methods, as determined by us, used to pay for a Service as a Payment Method that we may use for payment for future purchases or renewals, including where a renewal is executed for a different subscription term and/or price as described herein. You can manage your stored Payment Methods and view or change your automatic renewal settings at any time by logging into your GoDaddy account. The “Express Checkout” feature automatically places an order for the applicable Service and charges the designated Express Checkout Payment Method 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. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, Sutra Live®'s issuance of a refund receipt is only confirmation that Sutra Live® has submitted your refund to the Payment Method charged at the time of the original sale, and that Sutra Live® has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then Sutra Live®, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an In-Store Credit; (ii) via issuance of a Sutra Live® check, which will be sent to the mailing address on file for your Account; or (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. Sutra Live® also has the right to offer an In-Store Credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. 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.

Auto-Renewal Terms. Other than as required by applicable law, Sutra Live® does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your Sutra Live® account.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE ANY INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL UNLESS OTHERWISE SPECIFIED ON THIS SITE (AND SUBJECT TO ANY OPT-OUT OR TERMINATION RIGHT YOU MAY INVOKE).

EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION (SEE SECTION TITLED "REDUCED TERM PAYMENT ATTEMPTS"), SERVICES SHALL AUTOMATICALLY RENEW AT THE END OF EACH SERVICE PERIOD FOR A SUBSEQUENT SERVICE PERIOD OF EQUAL LENGTH

(EXCEPT FOR DOMAIN NAMES WHICH MAY RENEW FOR THE ORIGINAL SERVICE PERIOD). FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, SUTRA LIVE® WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL, SUBJECT TO SECTION 14(F) BELOW, ATTEMPT TO TAKE PAYMENT FIRST FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT ("PRIMARY PAYMENT METHOD"). IF THE PRIMARY PAYMENT METHOD FAILS, WE MAY ATTEMPT PAYMENT FROM YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH SUTRA LIVE® ("DESIGNATED BACKUP PAYMENT METHODS"). IF THERE IS NO PRIMARY PAYMENT METHOD OR A DESIGNATED BACKUP PAYMENT METHOD ASSOCIATED WITH A SERVICE, OR A DESIGNATED BACKUP PAYMENT METHOD FAILS, YOU AGREE THAT WE MAY ATTEMPT TO CHARGE ANY OTHER PAYMENT METHODS ON FILE IN YOUR ACCOUNT ("ALTERNATE PAYMENT METHODS"). RENEWALS WILL BE CHARGED AT SUTRA LIVE®'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. YOU MAY ALSO MANUALLY RENEW A SERVICE FOR AN ALTERNATIVE SERVICE PERIOD, WHICH SHALL THEREAFTER BECOME THE DEFAULT SERVICE PERIOD FOR ALL SUBSEQUENT RENEWALS (UNLESS YOU EXPRESSLY OPT OTHERWISE). IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER FROM THIS SITE AND FOLLOW THE STEPS FOUND [HERE](#).

REDUCED TERM PAYMENT ATTEMPTS: IN THE EVENT RENEWAL WITH THE PRIMARY PAYMENT METHOD, DESIGNATED BACKUP PAYMENT METHOD(S) AND ALTERNATE PAYMENT METHOD(S) ALL FAIL, SUTRA LIVE® SHALL BE ENTITLED TO ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR THE SHORTEST SERVICE PERIOD THE APPLICABLE SERVICE IS CURRENTLY BEING MADE AVAILABLE FOR PURCHASE . SUCH RENEWALS SHALL BE CHARGED AT OUR THEN CURRENT RATE, DETAILS OF WHICH WILL BE AVAILABLE ON OUR WEBSITE (AND SUCH RATES MAY BE HIGHER OR LOWER THAN THE RATE FOR YOUR ORIGINAL PURCHASE). IF RENEWAL OF THE APPLICABLE SERVICE IS SUCCESSFUL FOR THE SHORTER SERVICE PERIOD, THIS SHORTER SERVICE PERIOD SHALL BECOME YOUR DEFAULT SERVICE PERIOD FOR THE PURPOSES OF ALL FUTURE RENEWALS (UNLESS WE AGREE OR INFORM YOU OTHERWISE). FOR EXAMPLE, IF YOUR CURRENT SERVICE PERIOD IS TWO YEARS, BUT ALL PAYMENT ATTEMPTS FOR A FURTHER TWO-YEAR SERVICE PERIOD FAIL, YOUR SERVICE MAY BE RENEWED FOR ONE YEAR INSTEAD, AND ALL FUTURE RENEWALS WILL THEN IN TURN CONTINUE TO BE ONE YEAR (UNLESS WE AGREE OR INFORM YOU OTHERWISE).

IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO

CANCEL YOUR RENEWAL, IN WHICH CASE, YOUR SERVICE WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICE PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR AUTOMATIC RENEWAL AND FAIL TO MANUALLY RENEW IT BEFORE IT EXPIRES, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICE, AND SUTRA LIVE® SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, SUTRA LIVE® 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 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, SUTRA LIVE® WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. SUTRA LIVE® 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) CANCELLING PRODUCTS 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 SUTRA LIVE® SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason Sutra Live® is unable to charge your Payment Method for the full amount owed, or if Sutra Live® receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that Sutra Live® may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. Sutra Live® also reserves the right to charge you reasonable "**administrative fees**" for (i) tasks Sutra Live® may perform outside the normal scope of its Services, (ii) additional time and/or costs Sutra Live® may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Sutra Live® in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by Sutra Live® staff or by outside firms retained by Sutra Live®; (iii) recouping any and all costs and fees, including the cost of Services,

incurred by Sutra Live® as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with Sutra Live®.

Sutra Live® may offer product-level pricing in various currencies. The transaction will be processed in the selected currency and the pricing displayed during the checkout process will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your Payment Method for details. 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.

(B) REFUND POLICY

Products and Services available for refunds are described in our [Refund Policy](#).

(C) GOOD AS GOLD PREPAID SERVICES

Service Details. By using Good As Gold Prepaid Services, you may transfer funds to Sutra Live® to fund your Good As Gold Prepaid Services account ("**Good As Gold Account**"). You may then use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by wire transfer.

You acknowledge that funds transferred to your Good As Gold Account will be held by Sutra Live® and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you agree that Sutra Live® shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You agree that all transactions using Good As Gold Prepaid Services will be conducted in U.S. dollars.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to \$1,000.00 U.S. dollars.

All payments must be for the full amount required at purchase.

Wire Transfer Details. Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the Sutra Live® bank account is U.S. Dollars. Foreign currency wires will be automatically converted and deposited in U.S. Dollars. Please note that exchange rate fees may apply.

You are responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account. Any non-U.S. wire transfers may be subject to fees by your bank, intermediary banks, or Sutra Live®'s bank, which may reduce the amount of the money received by Sutra Live®'s bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize Sutra Live® (i) to reduce your Good As Gold Account by the amount of wire transfer fees Sutra Live® incurs in order to receive your funds; and/or (ii) to charge a twenty-dollar (\$20.00) service fee ("**Service Fee**") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time, and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time through your Account or the shopping cart. Should you decide to terminate your Good As Gold Account (or should Sutra Live® opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time.

Your Use of Good As Gold Prepaid Services. Use of funds in your Good As Gold Account can only be made through the Sutra Live® purchase process at Sutra Live®'s website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

(D) PAY BY CHECK (ELECTRONIC PAYMENT)

By using Sutra Live®'s pay by check option ("**Pay By Check**"), you can purchase Sutra Live® Services using an electronic payment (from your personal or business checking account ("**Checking Account**"), as appropriate). In connection, you agree to allow a third-party check services provider, Certegy Check Services, Inc., ("**Check Services Provider**") to debit the full amount of your purchase from your Checking Account, which is non-refundable. Check Services Provider 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 payment must be in U.S. Dollars.

It is your responsibility to keep your Checking Account current and funded. You agree that (i) Check Services Provider or Sutra Live® reserve 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 Check Services Provider nor Sutra Live® shall be liable to you or any third party regarding the same. If for any reason

Check Services Provider is unable to withdraw the full amount owed for the Services provided, you agree that Check Services Provider and Sutra Live® may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). Sutra Live® is not responsible for the actions of Check Services Provider. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees permitted by law for each U.S. State. A help article describing the Check Services Provider and outlining the service charges referenced above can be found [here](#). These fees may be debited from your Checking Account using an EFT or bank draft. All fees are in U.S. Dollars.

Sutra Live® and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., may provide you with notices, including by email, regular mail, SMS, MMS, text message, postings on the services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate these terms of service by accessing the services in an unauthorized manner. Your agreement to these terms of service constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to Sutra Live® and Check Services Provider. You further expressly authorize Sutra Live® and its service providers, including but not limited to Check Services Provider and Complete Payment Recovery Services, Inc., and their affiliates to contact you, via auto-dialer, pre-recorded messages, or any other method, on any of your mobile phone numbers or emails. You further acknowledge that email addresses you provide are not shared, accessed by others and are not employer-related email addresses.

(E) INTERNATIONAL PAYMENT OPTIONS

Sutra Live® offers a variety of alternative international payment options through a variety of International Payment Providers (“**IPP**”). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP’s applicable customer service agreements in advance of completing your transaction at Sutra Live®. You also agree to allow the IPP to debit the full amount of your purchase from the selected account or payment method, collectively “Funding Sources”. In addition, you agree to allow the selected IPP to debit, if applicable, an “Exchange Rate Conversion Fee”, as well as any other fees or charges applicable to your agreement with the IPP (collectively, the “**IPP Fees**”), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by Sutra Live®.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or Sutra Live® reserve the right to decline a transaction for any reason and (ii) neither the IPP nor Sutra Live® shall be liable to you or any third party regarding the same. You acknowledge that Sutra Live® will not attempt to fulfill the Services purchased by you until Sutra Live® receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap

of several hours or days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If Sutra Live® does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your Sutra Live® account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time Sutra Live® receives confirmation of payment from the IPP (through its associated payment processor), either (i) the Services (including domain names) are no longer available for purchase; or (ii) a pending order has been cancelled in our systems; or (iii) the confirmation of payment does not match the dollar amount of the pending order, and as a result your purchase is either over-funded or under-funded, Sutra Live® may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, Sutra Live® reserves the right to issue refunds to an In-Store Credit balance or as a bank transfer, when the payment processor cannot refund back to the Payment Method. If you receive a full refund, you will need to begin the purchase process again. You agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by Sutra Live® will be net of the IPP Fees unless otherwise specified.

(F) IN-STORE CREDIT BALANCES

In the event that your Account contains a credit issued by us, it may only be applied to the purchase of a Service (each an "**In-Store-Credit**") subject to the following terms: (1) you may apply any available In-Store Credit to any future purchase of Services in your Account; and (2) you authorize Sutra Live® to apply any available In-Store Credits to any upcoming product renewals, outstanding administrative fees, chargebacks, or other fees related to your Account, including partial payments. Regardless of the amount of In-Store Credit available in your account, Sutra Live® is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the In-Store Credit. In-Store Credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one In-Store Credit, then the credits will be processed according to the age of the credit, with the oldest In-Store Credit being applied first. If additional funds are required to complete the purchase or renewal, In-Store Credits held in a non-selected currency will be converted using Sutra Live®'s daily exchange rate based on the age of the In-Store Credit (oldest to newest) until (i) enough funds are allocated to complete the transaction, or (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, Sutra Live® may also impose an additional administrative fee.

You acknowledge that In-Store Credits are non-transferable, may only be used in the Account in which they were acquired and may expire in accordance with applicable law. Complimentary In-Store Credits will expire two years after issuance or within any other time period Sutra Live® may specify in your Account. Log into your account to view your In-Store Credit balance and any applicable expiration dates. In the event that Sutra Live® terminates your Account, you acknowledge and agree that any remaining available In-Store Credits will be forfeited.

You also acknowledge that funds associated with your In-Store Credits will be held by Sutra Live® and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you agree that Sutra Live® is entitled to receive and keep any such amounts to cover costs associated with supporting the In-Store Credits functionality.

(G) EXPIRED DOMAIN NAME PURCHASES

For expired domain names purchased through your account, you agree that you are responsible for payment within forty-eight (48) hours of auction close for the successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, or any valid payment method associated with the account, will be charged on the third day following the auction close. If we are unable to collect payment, you may lose the rights to purchase the domain name.

(I) BUY NOW PAY LATER OPTIONS

Use of a "buy now pay later" option such as an installment payment or financing is subject to the following terms and conditions. You acknowledge and agree that Sutra Live® shall not be liable to you or any third party regarding any interest, late fee, other amount, collection effort, or change in credit score that arises out of or relates to the buy now pay later option. You further agree that repayment of a buy now pay later option may be governed by your agreement with a third party. Any representation that Sutra Live® makes regarding a repayment term related to a buy now pay later option is for convenience only. A repayment term such as a required down payment, late fee, or interest might vary or be subject to change, and is in the control of a third party. Notwithstanding the foregoing, Sutra Live® shall not be responsible or otherwise liable to you or any third party for disclosing or failing to disclose any repayment term, which you are responsible for determining.

Certain installment payment options will only apply to a selected Service term, which may auto-renew for the full amount unless you manually renew the Service term with a subsequent installment payment.

(J) GENERAL TERMS REGARDING PAYOUTS FROM SUTRA LIVE®

Sutra Live® will make any payment(s) owed to you to the payment method of your choice, subject to the terms below ("**Payout(s)**"). In order to receive a Payout from Sutra Live®, you will need to set up a payee, assign it to your account, and provide GoDaddy with all information and documentation required by us to set up a Payout account. We may delay, withhold, or suspend Payout(s) to comply with applicable laws, court orders, or request from government authorities (including but not limited to tax-related compliance) or in cases where you have not provided, or provided incomplete, required information.

Set up a Payee Account

Fees. A list of supported payment methods, applicable fees, and minimum payment thresholds are published here:

Payee Account Information

If for any reason Sutra Live® is unable to process your Payout for the full amount owed, or if Sutra Live® receives notification of a reversal or payment dispute, or is charged a penalty for any Payout, you agree that Sutra Live® may pursue all available lawful remedies regarding such fees. Typical administrative or processing fee scenarios include, but are not limited to recouping any and all costs and fees, including the cost of Services, incurred by Sutra Live® as the result of failed Payouts or other payment disputes brought by you, your bank or Payout processor. These administrative fees or processing fees will be deducted from any amounts due or directly debited from your Payout account.

Fee Changes. Sutra Live® reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you.

(K) GENERAL TERMS REGARDING SUBSCRIPTIONS

For subscription bundles purchased through your account, you agree to a 12-month commitment on your monthly subscription. Cancellations within the first 180 days of each 12-month commitment for your monthly subscription are subject to an early cancellation fee and you are responsible for the applicable early cancellation fee.

16. ADDITIONAL RESERVATION OF RIGHTS

Sutra Live® expressly reserves the right to access any Account and any data hosted by You through the services, as well as 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 Sutra Live® in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Sutra Live® 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 or registrar, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your domain name or website and 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, (viii) to avoid any civil or criminal liability on the part of Sutra Live®, its officers, directors, employees and agents, as well as Sutra Live®'s affiliates, including, but not limited to, instances where you have sued or threatened to sue Sutra Live®, or (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to Sutra Live®'s business, operations, reputation or shareholders.

Sutra Live® 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.

Sutra Live® expressly reserves the right to terminate, without notice to you, any and all Services where, in Sutra Live®'s sole discretion, you are harassing or threatening Sutra Live® and/or any of Sutra Live®'s employees.

Sutra Live® Content. Except for User Content, the content on this Site and within the Services, including without limitation Sutra Live® data and the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks, logos contained on this Site and within the Services ("**Sutra Live® Content**"), are owned by or licensed to Sutra Live® 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. Sutra Live® 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 Sutra Live®. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. Sutra Live® reserves all rights not expressly granted in and to the Sutra Live® Content, this Site and the Services, and this Agreement does not transfer ownership of any of these rights.

17. NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

1. Email Messages
2. Newsgroup postings
3. Windows system messages
4. Pop-up messages (aka "adware" or "spyware" messages)
5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
6. Online chat room advertisements
7. Guestbook or Website Forum postings
8. Facsimile Solicitations
9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must abide by all applicable laws and regulations in the geographic regions in which you use and or direct the use of the Site and Services, which include but are not limited to the CAN-SPAM Act of 2003 and the Telephone Consumer Protection Act in the United States. You must also abide by this no spam policy.

Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our [Spam Abuse Complaint Center](#).

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our 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 us 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.

18. TRADEMARK AND/OR COPYRIGHT CLAIMS

Sutra Live® 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 Sutra Live®'s [Trademark and/or Copyright Infringement Policy](#) referenced above.

19. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Sutra Live®. Sutra Live® assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Sutra Live® does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Sutra Live® from any and all liability arising from your use of any third-party website. Accordingly, Sutra Live® encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

20. 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". SUTRA LIVE®, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS 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. SUTRA LIVE®, 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, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (IV) ANY ACTION OR FAILURE TO ACT BY SUTRA LIVE® CONSISTENT WITH THE TERMS OF THIS AGREEMENT, AND SUTRA LIVE® ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT AUTO-GENERATED OUTPUTS INCLUDING TEXT, LOGOS, NAMES, SLOGANS, ETC. HAVE NOT BEEN REVIEWED FOR ACCURACY OR INTELLECTUAL PROPERTY CLEARANCE. SUTRA LIVE® MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, RELIABILITY, WHETHER OUTPUTS MAY INFRINGE ON THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ETC. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL LEGAL ADVICE BEFORE YOU RELY ON ANY AUTO-GENERATE OUTPUT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SUTRA LIVE®, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES 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.

21. LIMITATION OF LIABILITY

IN NO EVENT SHALL SUTRA LIVE®, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (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, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO, FROM, OR THROUGH, THIS SITE OR THE SERVICES (INCLUDING ANY SITES OR SERVICES LINKED TO THIS SITE OR THE SERVICES (WHETHER THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) AND/OR ANY REMOVAL OR ATTEMPTED REMOVAL

THEREOF, (IX) ANY REVIEW, SCANNING, ACCESS TO, AND/OR MODIFICATION OF THE SERVICES USED BY YOU, INCLUDING BUT NOT LIMITED TO ANY HOSTED ENVIRONMENT, (X) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, (XI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT SUTRA LIVE® IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (XII) ANY AUTO-GENERATED OUTPUTS CREATED USING THE SERVICES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL SUTRA LIVE®'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

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.

22. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Sutra Live® and its officers, directors, employees, agents, and third party service providers 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 Sutra Live® 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.

23. COMPLIANCE WITH LOCAL LAWS

Sutra Live® 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.

24. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes.* The terms of this Section shall apply to all Disputes between you and Sutra Live®, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above. For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and Sutra Live® arising under or relating to any Sutra Live® Services or Products, Sutra Live®’s websites, this Agreement, or any other transaction involving you and Sutra Live®, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND SUTRA LIVE® AGREE THAT “DISPUTE” AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR SUTRA LIVE® FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in this Agreement, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) *Binding Arbitration.* You and Sutra Live® further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in this Agreement; (ii) this Agreement memorializes a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 21 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court.* Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court’s jurisdiction and is pending only in that court.

(E) *WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.* YOU AND SUTRA LIVE® AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR SUTRA LIVE® WILL

SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) *Arbitration Procedure.* If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association (“**AAA**”) and governed by the Consumer Arbitration Rules of the AAA (“**AAA Rules**”) in conjunction with the rules set forth in this Agreement, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules are at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 21 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of “Disputes” as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Maricopa County, Arizona, at your option.

(G) *Initiation of Arbitration Proceeding.* If either you or Sutra Live® decide to arbitrate a Dispute, we agree to the following procedure:

- i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org (“Demand for Arbitration: Consumer Arbitration Rules”).
- ii. Send one copy of the Demand for Arbitration to AAA by mail at American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

- iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) *Hearing Format.* In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by Sutra Live® or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sutra Live® is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) *Arbitration Fees and Payments.*

- i. Disputes involving \$75,000.00 or less. Sutra Live® will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Sutra Live®'s last written settlement offer made before the arbitrator was appointed ("Sutra Live®'s last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Sutra Live®'s last written offer, Sutra Live® will: (i) pay the greater of the award or \$1,000.00; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Sutra Live® agree on them.
- ii. Disputes involving more than \$75,000.00. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- iii. Disputes involving any amount. In any arbitration you commence, Sutra Live® will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Sutra Live® commences, Sutra Live® will pay all filing, AAA, and arbitrator's fees and expenses. Sutra Live® will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) *Claims or Disputes Must be Filed Within One Year.* To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) *30-Day Opt-out Period.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY SUTRA LIVE® BY E-MAILING LEGALOPTOUT@SECURESERVER.NET WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in Sutra Live®'s Universal Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in Sutra

Live®'s Universal Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms shall contained herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) Amendments to this Section. Notwithstanding any provision in this Agreement to the contrary, you and Sutra Live® agree that if Sutra Live® makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Sutra Live®'s address) in this Agreement, Sutra Live® will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of this Agreement.

(N) Exclusive Venue for Other Controversies. Sutra Live® and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.

25. UNCLAIMED PROPERTY; MAINTENANCE CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) whether in In-Store Credits, a Good as Gold Account or otherwise, for three (3) years or more for any reason, then Sutra Live® shall turn over such account balance to the applicable U.S. state in accordance with state law.

You acknowledge and agree that we will deem In-Store Credits inactive if they are both 12 months old and have not been used to pay for a Service or fee. In the case of inactive In-Store Credits, Sutra Live® may, as permitted by law, withhold a monthly maintenance charge from the available In-Store Credits in

an amount equal to the lesser of \$25.00 or the total In-Store Credits available on the date of the maintenance charge. If there are no In-Store Credits available we will not apply further maintenance charges. We may apply the maintenance charge to In-Store Credits without prior notice to you.

26. 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.

27. NO THIRD-PARTY BENEFICIARIES

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

28. 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 use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under 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.

29. 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.

30. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “**Agreement**”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

31. CONTACT INFORMATION

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

Sutra Live® Legal Department
100 S. Mill Ave
Suite 1600
Tempe, AZ 85281 USA
legal@secureserver.net