

Sutra Nexus® - UNIVERSAL TERMS OF SERVICE AGREEMENT

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PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND REMEDIES, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, YOUR INDEMNITY TO US, AND DISPUTE RESOLUTION. NOTE THAT IN THE UNITED STATES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS OR JURY TRIALS, AND LIMIT THE REMEDIES AVAILABLE IN THE EVENT OF A DISPUTE.

1. OVERVIEW

This Universal Terms of Service Agreement (this "[Agreement](#)") is entered into by and between Sutra Nexus® ("[Sutra Nexus®](#)") 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, whichever is sooner.

This Agreement sets forth the general terms and conditions of your use of this Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"). If you use our AI services, applications, features, capabilities, or tools through any Site, you agree that our [AI Terms of Use](#) govern such use. 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 direct conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of this Agreement shall control, unless the applicable Services Agreement expressly states otherwise .

The terms "we", "us" or "our" shall refer to Wild West Domains. The terms "you", "your", "User" or "customer" shall refer to any business customer who accepts this Agreement, has access to your account or uses this Site or the Services. The term "business customer" includes (i) any person or entity acting in a business or professional capacity; (ii) any commercial entity, partnership, company, organization, sole proprietor, self-employed individual, or independent contractor; (iii) any individual using Services for professional purposes (including, for example, personal branding, online presence, reputation management, career advancement, or professional networking); and (iv) any individual acquiring Services to protect, secure, or manage their personal name, identity, brand, or online reputation for a business or professional purpose (including, for example, freelancers, consultants,

influencers, content creators, job seekers, and defensive domain registrations). Our Services are not intended for private, personal or household use. This business customer limitation applies notwithstanding anything to the contrary in any product description, agreement, or policy, and prevails over any conflicting or inconsistent terms. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, all of which are hereby disclaimed, except for the third-party rights laid out in the Dispute Resolution Section 25 below.

2. MODIFICATION OF AGREEMENT, SITE OR SERVICES

Sutra Nexus® 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 (except for the Dispute Resolution Section 25, which lays out the procedure for modifications to that Section). 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 Nexus® 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 Nexus® assumes no liability or responsibility for your failure to receive an email notification so long as it sends the email to the current email address you have listed for your Account. In addition, Sutra Nexus® may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. SUTRA NEXUS® 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 business customers (“**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) a business customer; (iii) otherwise recognized as being able to form legally binding contracts under applicable law, (iv) are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, (v) are not on any list of individuals prohibited from conducting business with the United States (for example, the U.S. Treasury Department’s list of Specially Designated Nationals or any similar government agency list) nor do you face any other similar prohibition, and/or (vi) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If a person enters into this Agreement on behalf of a corporate entity, that person represents and warrants that they 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, however, after such person's acceptance of this Agreement, Sutra Nexus®

finds that the person who purportedly entered into this Agreement on behalf of a corporate entity did not have the legal authority to bind such corporate entity, or was otherwise misrepresenting such person's representation of such corporate entity, they will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Sutra Nexus® shall not be liable for any loss or damage resulting from Sutra Nexus®'s reliance on any instruction, notice, document, or communication reasonably believed by Sutra Nexus® 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 Nexus® reserves the right (but undertakes no duty) to require additional authentication from you. You further agree that your use of the Services puts you on notice of a business relationship with Sutra Nexus® and thus this Agreement, and you 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 under your name, whether or not explicitly authorized by you at the time of the transaction.

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 Nexus® 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 Nexus® has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Sutra Nexus® 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 Nexus® recommends that you change your password and shopper PIN at least once every six months for each Account. You must notify Sutra Nexus® immediately of any breach of security or unauthorized use of your Account. Sutra Nexus® 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 Nexus® 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 Nexus® 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 or in an otherwise illegal manner under any state or federal law;
 - 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;
 - 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 Nexus® or Sutra Nexus®'s Services, except that your right to submit an accurate review about Sutra Nexus®, this Site, or the Services is not impacted
- iv. You will not include, post, display, or share personal contact information, or otherwise attempt to solicit, negotiate, or complete any transaction outside of Sutra Nexus®'s Site or Services for any product, service, or opportunity introduced through the Site or Services, including through listings, landing pages, or communications with other users. Any attempt to circumvent Sutra Nexus®'s transaction processes or applicable fees is strictly prohibited and may result in suspension or termination of your account or Services.
- v. You will not perform any false, abusive or fraudulent activity.
- vi. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- vii. You will not copy or distribute in any medium any part of this Site or the Services , except as expressly authorized by Sutra Nexus®.

- viii. You will not modify or alter any part of this Site or the Services or any of its related technologies.
- ix. You will not access Sutra Nexus® Content (as defined below) or User Content through any technology or means other than through this Site itself, or as Sutra Nexus® may designate.
- x. You agree to back-up all of your User Content so that you can access and use it when needed. Sutra Nexus® 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.
- xi. You will not re-sell or provide the Services for the purpose of re-sale, redistribution, or provision of the Services to third parties, including any of Sutra Nexus®'s related technologies, without Sutra Nexus®'s express prior written consent.
- xii. You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services (including without limitation those features that prevent or restrict use or copying of any Sutra Nexus® Content or User Content) or enforce limitations on the use of this Site or the Services, the Sutra Nexus® Content or the User Content therein.
- xiii. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- xiv. You will not use this Site or the Services to violate any consumer protection or privacy law or equal protection law.
- xv. You are aware that Sutra Nexus® 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, and hereby authorize Sutra Nexus® to record the entirety of such calls regardless of whether Sutra Nexus®'s representative asks you on any particular call for consent to record such call. You further acknowledge and agree that any such recording(s) may be submitted as evidence in any legal proceeding in which Sutra Nexus® is a party.
- xvi. By providing your telephone number (whether a land-line number, cellular telephone, VoIP, or any other number) you consent to receive marketing telephone calls from or on behalf of Sutra Nexus® 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 Nexus®. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of Sutra Nexus® 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 Nexus®. Message and data rates may apply.
- xvii. Without limiting any of the rights set forth elsewhere in this Agreement, Sutra Nexus® 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 any Agreement with Sutra Nexus® or any Sutra Nexus® policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing a Sutra Nexus® site or service (as determined by Sutra Nexus® in its sole and absolute discretion).
- xviii. If your purchase or Account activity shows signs of fraud, abuse or suspicious activity, Sutra Nexus® may cancel any Services associated with your name, email address or account and close any associated Sutra Nexus® Accounts. If Sutra Nexus®, in its sole discretion, determines that any conducted activity is fraudulent, Sutra Nexus® reserves the right to take any necessary legal action and you may be liable for monetary losses to Sutra Nexus® including litigation costs

and damages. To contest cancellation of Services or freezing or closure of an account, please contact [Sutra Nexus® Care](#).

6. PROTECTION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION

Sutra Nexus® 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 Nexus®. To the extent Sutra Nexus® processes PII for its purposes in providing the Services, Sutra Nexus® acts as the Data Controller and Sutra Nexus®’s Global Privacy Notice applies to such processing. To the extent Sutra Nexus® processes PII on your behalf as part of the Services, Sutra Nexus® 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 Nexus®, 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 Nexus® 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, and (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 and User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree to the following: that your User Submissions are entirely voluntary; they do not establish a confidential relationship with Sutra Nexus® or obligate Sutra Nexus® to treat your User Submissions as confidential or secret; Sutra Nexus® 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. You further acknowledge and agree that Sutra Nexus® may be working on the same, similar, or parallel 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 Nexus® 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 Nexus® 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 Nexus® 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 Nexus®'s (and Sutra Nexus®'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 Nexus® 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 Nexus® 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 Nexus® 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 Nexus®'s (or Sutra Nexus®'s affiliates') business(es). If you have a website or other content hosted by Sutra Nexus®, you shall retain all of your ownership or licensed rights in User Content other than User Submissions.

Sutra Nexus® Data. For the avoidance of doubt, User Content does not include any "**Sutra Nexus® Data**". Sutra Nexus® Data means (a) all information relating to Sutra Nexus®'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 Nexus® Data under this Agreement, any agreement with Sutra Nexus® (including the Services Agreements), or any agreement with anyone

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 hours a day, seven 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 Services 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 Sutra Nexus® 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 year and is only available with a valid purchase and may be terminated in the event the Purchased Product is deleted, cancelled, transferred or not renewed. The Credit will expire one year from date of purchase of the Purchased Product if the Credit has not been redeemed or terminated pursuant to the immediately preceding sentence. In the event that the Credit is redeemed, after the initial subscription period, the Purchased Product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the Purchased Product, you may do so by turning off auto-renew through 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 Nexus®'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 Nexus® generally does not pre-screen User Content (whether posted to a website hosted by Sutra Nexus® or posted to this Site). However, and subject to applicable laws, Sutra Nexus® reserves the right (but undertakes no duty) to pre-screen your user content and decide whether any item of User Content is appropriate and/or complies with this Agreement. By way of example, Sutra Nexus® may for instance voluntarily screen or pre-screen material for potential child sexual abuse material and act against any such material.

Sutra Nexus® may remove any item of User Content (whether posted to a website hosted by Sutra Nexus® or User Content posted to this Site) and/or suspend or terminate a User's access to this Site or the Services for posting or publishing any Prohibited Content, or for otherwise violating this Agreement (as determined by Sutra Nexus® in its sole and absolute discretion), at any time and without prior notice. Allowing a User who violates this Agreement to continue access to this Site or the Services does not waive Sutra Nexus®'s right and full discretion to subsequently reverse such decision, in Sutra Nexus®'s sole and absolute discretion, or to suspend or terminate a User's access to this Site or the Services if Sutra Nexus® has reason to believe the User is a repeat offender.

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

Sutra Nexus® 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 Nexus® and/or Sutra Nexus®'s systems. Sutra Nexus® also may review, adjust the configurations of, and/or change the settings of any Services or Account, including the settings of any hosted environment, that Sutra Nexus® believes, in its sole and absolute discretion, may pose a risk to Sutra Nexus®, Sutra Nexus®'s systems, or any of its environments.

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

11.1 This Section 11 applies to you only if you are located in or doing business in the European Union (“EU”) and/or if your use of this Site or Services falls within the scope of the EU Digital Services Act (“DSA”). This Section 11 sets out provisions, processes and disclosures that supplement this Agreement, as required under the DSA. The DSA regulates the provision of certain digital intermediary services provided in the EU and notably sets out rules on the role of providers and imposes content moderation requirements and transparency obligations. If this Section 11 applies to you, in the event of any direct 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 Prohibited Content on this Site or in their use of the Services specifically including any User Content that is incompatible with or violates any applicable laws in the EU or any EU country.

11.3 Content moderation overview. Sutra Nexus® may voluntarily take action against any Prohibited Content, in accordance with Section 10 above. In addition, Sutra Nexus® 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 Nexus®). Sutra Nexus® 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 Nexus® 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 Nexus® processes and addresses such notice may differ.

11.5 Restrictions. Sutra Nexus® 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 Nexus®). In addition, with respect to “repeat offenders,” namely users frequently providing manifestly Prohibited Content, Sutra Nexus® may suspend or terminate their access to this Site or to the Services. Sutra Nexus® will generally issue a prior warning before any suspension, other than in exceptional cases, or where Sutra Nexus® is otherwise legally required to take immediate action. When deciding on and applying such restrictions, Sutra Nexus® 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 Nexus® may suspend the processing of its notices. Sutra Nexus® will generally issue a prior warning before any suspension, save for exceptional cases (as determined by Sutra Nexus® in its reasonable discretion) or where Sutra Nexus® is legally required to take immediate action.

11.7 Measures and tools for review. Notices and orders are generally subject to human review. Sutra Nexus® may also use a machine learning model that helps process certain claims and detect phishing on websites hosted by Sutra Nexus®. Actions taken in response to notices and/or orders which relate to the provision of content by users of the Service or visitors of this 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 Nexus® online platform in the EU (meaning either a Service involving the sale and purchase of aftermarket domain names, or Sutra Nexus® Community to the extent provided in the EU); and
 - ii. Your issue concerns: (y) a decision taken by Sutra Nexus® further to a notice you submitted to Sutra Nexus® regarding the presence of information considered to be illegal content on a Sutra Nexus® EU online platform; and/or (z) a decision taken by Sutra Nexus® to remove (or to not remove) content or to suspend, restrict or terminate (or to not suspend, restrict or terminate) access to a Sutra Nexus® 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 Nexus®. The complaint must be lodged within six 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 Nexus® to reassess the Content Moderation Decision. Sutra Nexus® 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 Nexus® 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 Nexus® may refuse to engage in such a procedure if the issue has already been resolved concerning the same content and the same grounds. Please note that decisions of these bodies are not binding. In addition, the provider may refuse to participate in such proceedings if the matter has already been decided in relation to the same content and for the same reasons. The list of these certified bodies is available [here](#)
- 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 11.5, 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 Nexus® 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 SUPPLEMENTAL TERMS OF SERVICE FOR ONLINE CONTENT IN THE UNITED KINGDOM

12.1. This Section 12 applies to you only if you are located in or doing business in the United Kingdom (“UK”) and/or your use of this Site or the Services falls within the scope of the UK Online Safety Act 2023 (“OSA”). This Section 12 sets out provisions, processes, and disclosures that supplement this Agreement, as required under the OSA. The OSA prohibits the uploading, sharing, or making available of illegal or harmful content online in the UK. If this Section 12 applies to you, in the event of any direct conflict between the terms in this Section 12 and the other provisions of this Agreement, the terms of this 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 Sutra Nexus® implements measures to protect UK Users from accessing Prohibited Content can be found in its [OSA Policy](#). Sutra Nexus®’s OSA Policy is incorporated in this Section 12 by this reference.

12.3 Content moderation overview. Sutra Nexus® may take action against any UK User Content, in accordance with Section 10 above. In addition, Sutra Nexus® 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. Sutra Nexus® 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 Sutra Nexus® 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 Sutra Nexus®'s compliance with the OSA, through the mechanism accessible on our [Support Center](#). Sutra Nexus®'s processing and address of such complaints is dependent on the nature of the content concerned by the complaint.

12.5 Restrictions. Sutra Nexus® 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 Sutra Nexus®), 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 Sutra Nexus® 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 Sutra Nexus® 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@secureserver.net.

13. DISCONTINUED SERVICES; END OF LIFE POLICY

Sutra Nexus® 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 Nexus® 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 Nexus®, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we provide to you 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 subject to EOL by migrating to another Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, Sutra

Nexus® will 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 Nexus® in its sole and absolute discretion. Sutra Nexus® 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, 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 Nexus® in its sole and absolute discretion, Sutra Nexus® will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. Sutra Nexus® 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 Nexus® 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, by definition, developmental, so we do not recommend using them in production or mission critical environments; (iv) Sutra Nexus® 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 Nexus® 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 Nexus® 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 Nexus®; and (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. We may ask you to provide comments that we may use publicly for press materials and/or marketing material. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by Sutra Nexus®. To the fullest extent permitted by law, Sutra Nexus® disclaims any and all statutory, express or implied warranties, 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. FREE AND TRIAL SERVICES

Sutra Nexus® may, at its sole discretion, offer free, trial, or limited versions of certain products or services (collectively, "**Free Experiences**"). Free Experiences may be given automatically as an alternative to product or service termination as covered under these terms or in any Services Agreements. Sutra Nexus® reserves the right to determine eligibility for, duration of, and features available in any Free Experience, and may modify, suspend, or terminate any Free Experience at any time without notice or liability. Any data, content, configurations, or functionality created or used during a Free Experience may become inaccessible or permanently deleted if the Free Experience ends for any reason. By using the Free Experience, you acknowledge that your use is entirely at your own risk and that Sutra Nexus® has no responsibility for any loss experienced from the termination of a Free Experience, regardless of the reason for the termination. Sutra Nexus® makes no guarantees regarding the availability, services, performance, access, content, data or continuity of any Free Experience, and your use of any Free Experience is provided "as is" without any warranty.

16. FEES AND PAYMENTS

You agree that your Payment Method (defined below in Section 16(a)) 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 UK, 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 processed 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 Nexus® 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. We ask that you please stay informed of this and all other changes posted to this Site. 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 that is acceptable to Sutra Nexus® in its sole and absolute discretion, each a “Payment Method”. You acknowledge and agree that we may store and use your successful Payment Methods as a Payment Method that we may use for payment for additional or 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 Sutra Nexus® 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 and up to date 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 Nexus®'s issuance of a refund receipt is only confirmation that Sutra Nexus® has submitted your refund to the Payment Method charged at the time of the original sale, and that Sutra Nexus® 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 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 Nexus®, 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 Nexus® 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 Nexus® 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 Nexus® 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 Nexus® account.

TO HELP SAFEGUARD AGAINST ANY INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL UNLESS OTHERWISE SPECIFIED ON THIS SITE (AND SUBJECT TO ANY CANCELLATION, 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.

IN ADDITION, SUTRA NEXUS® 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 NEXUS® WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. SUTRA NEXUS® 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 MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, MAY

RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND SUTRA NEXUS® SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR SUCH INTERRUPTION OR LOSS OF SERVICE.

If for any reason Sutra Nexus® is unable to charge your Payment Method for the full amount owed, or if Sutra Nexus® 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 Nexus® 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 Nexus® also reserves the right to charge you reasonable **“administrative fees”** as determined by Sutra Nexus® in its sole and absolute discretion for (i) tasks Sutra Nexus® may perform outside the normal scope of its Services, (ii) additional time and/or costs Sutra Nexus® may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by Sutra Nexus® 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 personnel 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 Nexus® staff or by outside firms retained by Sutra Nexus®; (iii) recouping any and all costs and fees, including the cost of Services, incurred by Sutra Nexus® 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 Nexus®.

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

You acknowledge and 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 Nexus® 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 exchange rate fees and 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 Nexus®'s bank, which may reduce the amount of the money received by Sutra Nexus®'s bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize Sutra Nexus® (i) to reduce your Good As Gold Account by the amount of wire transfer fees and exchange rate fees Sutra Nexus® 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 to this Site 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 Nexus® 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 by you 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 Nexus® purchase process at Sutra Nexus®'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 in this Agreement or in other relevant agreements.

(D) PAY BY CHECK (ELECTRONIC PAYMENT)

By using Sutra Nexus®'s pay by check option ("**Pay By Check**"), you can purchase Sutra Nexus® Services using an electronic payment (from your personal or business checking account ("**Checking Account**"), as appropriate). In connection with Pay By Check, you agree to allow a third-party check services provider, Certegy Check Services, Inc. or any other third-party check services provider we select ("**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 sufficiently funded to transact business with us. You acknowledge and agree that (i) Check Services Provider or Sutra Nexus® have 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 Nexus® 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 Nexus® may pursue all available lawful remedies in order to obtain payment (plus any applicable fees). You acknowledge and agree that Sutra Nexus® 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 applicable 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 Nexus® 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 this Agreement by accessing the services in an unauthorized manner. By entering into this Agreement you are deemed to have received any and all notices that would have been delivered had you accessed the check services in an authorized manner. Failure to receive such notices for any reason shall not excuse any payment or other obligation to Sutra Nexus® and Check Services Provider. You further expressly authorize Sutra Nexus® 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 Nexus® 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 Nexus®. 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 Nexus®.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or Sutra Nexus® reserve the right to decline a transaction for any reason and (ii) neither the IPP nor Sutra Nexus® shall be liable to you or any third party regarding same. You acknowledge that Sutra Nexus® will not attempt to fulfill the Services purchased by you until Sutra Nexus® receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or possibly days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If Sutra Nexus® does not receive confirmation of payment from the IPP through its associated payment processor within thirty 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 Nexus® account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time Sutra Nexus® 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; (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 Nexus® 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 and/or the payment processor cannot refund back to the Payment Method, Sutra Nexus® reserves the right to issue refunds to an In-Store Credit balance or as a bank transfer. If you receive a full refund, you will need to begin the purchase process again. You acknowledge and agree that the IPP reserves the right not to refund IPP

Fees associated with a refunded transaction. Accordingly, any refunds issued by Sutra Nexus® will be net of the IPP Fees (and any other non-refundable fees charged by third parties) 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 Nexus® 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 Nexus® 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 Nexus®'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 acknowledge and agree that at the time of conversion, Sutra Nexus® 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 Nexus® 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 Nexus® terminates your Account, you acknowledge and agree that any remaining In-Store Credits will be forfeited as of the date of termination.

You also acknowledge and agree that the expressed value associated with your In-Store Credits is considered and treated by you and us as a potential product discount rather than funds held in trust and will not accrue or pay interest for your behalf. To the extent any interest may accrue under applicable law, you agree that Sutra Nexus® is entitled to receive and keep any such interest 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 acknowledge and agree that you are responsible for providing payment within forty-eight hours of auction close for the successful bid amount plus the one year renewal or transfer fee (from the end of the domain name's previous

registration period), plus ICANN fee, if applicable. If no payment is provided, 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.

(H) 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 Nexus® shall not be liable to you or any third party regarding any interest accrued or accruing, 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 for which we are not responsible. Any representation that Sutra Nexus® makes regarding a repayment term related to a buy now pay later option is for illustration only and is not binding on Sutra Nexus®. A repayment term such as a required down payment, late fee, or interest owed by you might vary or be subject to change, and is in the control of a third party. Notwithstanding the foregoing, Sutra Nexus® 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.

(I) GENERAL TERMS REGARDING PAYOUTS FROM SUTRA NEXUS®

Sutra Nexus® will make any payment(s) owed to you to the payment method of your choice, subject to the terms below (“**Payout**”). In order to receive a Payout from Sutra Nexus®, you will need to set up a payee, assign it to your account, and provide Sutra Nexus® with all information and documentation required by us to set up a Payout account. We may delay, withhold, or suspend a Payout 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 Nexus® is unable to process your Payout for the full amount owed, or if Sutra Nexus® receives notification of a reversal or payment dispute, or is charged a penalty for any Payout, you agree that Sutra Nexus® 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 Nexus® as the result of failed Payouts or other payment disputes brought by you, your bank, Payout processor, or other third party. These administrative fees or processing fees will be deducted from any amounts due or directly debited from your Payout account.

Fee Changes. Sutra Nexus® 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.

(J) 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.

17. ADDITIONAL RESERVATION OF RIGHTS

Sutra Nexus® expressly reserves the right to access this Site, 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 Nexus® in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Sutra Nexus® 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 Nexus®, its officers, directors, employees and agents, including, but not limited to, instances where you have sued or threatened to sue Sutra Nexus®, (ix) to respond to what we consider, in our sole discretion, to be 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 Nexus®'s business, operations, reputation or shareholders, or (x) to respond to acts or omissions that are inconsistent with Sutra Nexus®'s ethical values or standards.

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

Sutra Nexus® Content. Except for User Content, the content on this Site and within the Services, including without limitation Sutra Nexus® 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 Nexus® Content**”), are owned by or licensed to Sutra Nexus® 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 Nexus® Content is provided “as is”, “as available” and “with all faults” on a limited, non-exclusive, non-transferable, non-sublicensable basis for your internal business purposes in connection with your authorized use of the Site and Services. Except as expressly permitted under this Agreement, Sutra Nexus® Content may not be downloaded, copied, reproduced, distributed, transmitted, displayed, sold, licensed, modified, or otherwise exploited for any purpose without the express prior written consent of an authorized Sutra Nexus® representative. Except for the limited license expressly granted above, no other right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. Sutra Nexus® reserves all rights not expressly granted in and to the Sutra Nexus® Content, this Site and the Services, and this Agreement does not transfer ownership of any of these rights.

18. 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 are one or more emails, messages, or facsimiles sent to recipients as an advertisement, solicitation, or otherwise, without first obtaining prior confirmed written consent from the recipient to receive these communications. Spam 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/RCS 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 this Site and the 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 such messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out or unsubscribe 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 your 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, Account 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 your 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.

19. TRADEMARK AND/OR COPYRIGHT CLAIMS

Sutra Nexus® supports the protection of intellectual property, including by adopting policies in accordance with the Digital Millennium Copyright Act (the “DMCA”). 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 DMCA Takedown Notice or a DMCA Counter Notice for a copyright claim for material on which you hold a bona fide copyright, please refer to Sutra Nexus®’s [Trademark and/or Copyright Infringement Policy](#).

20. LINKS TO THIRD-PARTY WEBSITES

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

21. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. SUTRA NEXUS®, 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, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUTRA NEXUS®, 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 OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (IV) ANY ACTION OR FAILURE TO ACT BY SUTRA NEXUS® CONSISTENT WITH THE TERMS OF THIS AGREEMENT, AND SUTRA NEXUS® 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 NEXUS® MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, OR RELIABILITY OF SUCH OUTPUTS, OR WHETHER OUTPUTS MAY INFRINGE ON THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ETC. YOU SHOULD SEEK INDEPENDENT PROFESSIONAL LEGAL ADVICE BEFORE YOU RELY ON ANY AUTO-GENERATED OUTPUT.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SUTRA NEXUS®, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE

REPRESENTATIVES), OR SUTRA NEXUS®'S 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, AND YOU SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMERS 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.

YOU ACKNOWLEDGE THAT YOU ARE ACQUIRING THE SERVICES FOR BUSINESS, TRADE, OR PROFESSIONAL PURPOSES AND NOT FOR PRIVATE, PERSONAL OR HOUSEHOLD USE. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OR CONDITIONS THAT MAY APPLY TO CONSUMER CONTRACTS DO NOT APPLY TO THIS BUSINESS-TO-BUSINESS AGREEMENT.

22. LIMITATION OF LIABILITY

IN NO EVENT SHALL SUTRA NEXUS®, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, FIXED, ENHANCED, 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 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 DATA, (XI) ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR FOR A BREACH OF CONTRACT AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT SUTRA NEXUS® 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 NEXUS®'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS. THE FOREGOING LIMITATIONS 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, ACCOUNT, OR THE SERVICES.

23. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Sutra Nexus® and its officers, directors, employees, agents, and third party service providers from and against any and all third-party and first-party 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 Nexus® directly or indirectly arising from (i) your use of and access to this Site or the Services; (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, the Account, or the Services.

24. COMPLIANCE WITH LOCAL LAWS AND ALL OTHER LAWS

Sutra Nexus® makes no representation or warranty that the content available on this Site or the Services are appropriate in every country or jurisdiction, and access to this Site or the Services from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services are responsible for compliance with all applicable local, state, federal, and global laws rules and regulations.

25. DISPUTES: BINDING INDIVIDUAL ARBITRATION; AND WAIVER OF CLASS ACTIONS, CLASS ARBITRATIONS, AND JURY TRIALS

PLEASE READ THIS SECTION CAREFULLY. IN THE UNLIKELY EVENT YOU AND SUTRA NEXUS® HAVE A DISPUTE, HERE IS HOW THE PARTIES AGREE TO PROCEED, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW.

Any Subsection in this Dispute Resolution Section that is prohibited by law in a given jurisdiction shall not apply to the users residing in that specific jurisdiction. Subsections 25(D), 25(E), and 25(F) shall not apply to users outside the US at all times relevant to the Dispute.

(A) *Disputes - Definitions.*

Sutra Nexus® values its relationship with you and hopes that there is never a Dispute between us. If there is, however, the terms in this Dispute Resolution Section 25 will apply, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy. "Dispute" shall mean any dispute,

disagreement, claim, controversy, or action between you and Sutra Nexus® (each a “Party” or together the “Parties”) that arises from or is related in any way to this Site or the Services, this Agreement (including any alleged breach of this Agreement), any transaction involving you and Sutra Nexus®, or our relationship with you, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal, common law, or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND SUTRA NEXUS® AGREE THAT DISPUTE AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR SUTRA NEXUS® FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, OR (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in this Agreement, to the extent there is not agreement over whether a dispute falls within one of these four exceptions, you agree that a court, not the arbitrator, will decide that question. Dispute as used in this Agreement shall have the broadest possible meaning and include claims that arose before the existence of this or any prior Agreement and claims that arise during the term of this Agreement or after the termination of this Agreement (unless this Agreement is superseded by a subsequent Agreement entered into by you and Sutra Nexus®). For purposes of this Section 25, “Sutra Nexus®” shall include our parents, subsidiaries, affiliates, employees, licensors, and service providers. A Dispute that is not resolved informally but instead results in the filing of any action or legal proceeding (whether an arbitration, a lawsuit, or any other proceeding, as appropriate and permitted by this Agreement), is deemed a “Legal Proceeding” under this Agreement.

(B) *Informal Dispute Resolution Process.*

Sutra Nexus® values its relationship with you and appreciates the mutual benefit realized from informally resolving Disputes. If you are dissatisfied with this Site or our Services for any reason, please contact Sutra Nexus® Customer Care first so we can try to resolve your concerns without the need of outside assistance.

In the event of a Dispute, before formally pursuing a Legal Proceeding, you and Sutra Nexus® agree to first send to the other Party a notice of the Dispute that shall include a written statement describing the name, address, and contact information of the Party giving the notice; information that enables Sutra Nexus® to identify your Account, including your Shopper ID, mobile phone number, and email address associated with the Account; detailed facts giving rise to the Dispute; and the relief requested with a corresponding calculation of the alleged damages (if any) (the “Dispute Notice”). The aggrieved Party, whether it’s you or Sutra Nexus® (through Sutra Nexus®’s authorized representative), must personally sign the Dispute Notice for it to be effective (and therefore, not your counsel or Sutra Nexus®’s counsel). The Dispute Notice to Sutra Nexus® must be addressed to: Sutra Nexus® c/o Corporation Service Company, 7955 South Priest Drive, Suite 102, Tempe, AZ 85284, USA. The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. You and Sutra Nexus® agree to then negotiate in good faith in an effort to resolve the Dispute.

As part of these good faith negotiations, Sutra Nexus® may request a telephone conference with you to discuss your Dispute, and you agree to personally participate (with your attorney if you desire). Likewise, you may request a telephone conference to discuss Sutra Nexus®'s Dispute with you, and Sutra Nexus® agrees to have at least one representative participate (and reserves the right to include counsel on the call). It is our hope that this informal process leads to a resolution of the Dispute. However, if Sutra Nexus® and you do not reach an agreement to resolve the Dispute within sixty days after a fully compliant Dispute Notice is received, and the Parties have not otherwise mutually agreed to an extension of the 60-day Informal Dispute Resolution Process time period, you or Sutra Nexus® may commence a Legal Proceeding of a type expressly permitted by this Section 25.

Completion of this Informal Dispute Resolution Process is a required condition prior to filing a Legal Proceeding. Failure to do so is a breach of this Agreement. The limitations period in Subsection 25(l) and any filing fee deadlines will be tolled while you and Sutra Nexus® engage in this Informal Dispute Resolution Process, starting upon the date the aggrieved Party mails or otherwise delivers a compliant Dispute Notice to the other Party and ending upon the conclusion of the Informal Dispute Resolution Process. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any demand for arbitration, and shall administratively close any arbitration, unless the Party bringing such demand for arbitration certifies in writing that the terms and conditions of this Informal Dispute Resolution Process have been fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any Legal Proceeding accordingly. If an injunction to stop a Legal Proceeding is sought by either Party under such circumstances, the other Party hereby acknowledges and agrees that the Party seeking to enjoin the Legal Proceeding will suffer irreparable harm without injunctive relief.

All offers, promises, conduct, and statements made in the course of the Informal Dispute Resolution Process by any Party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent Legal Proceeding (except to the extent required to certify in writing that the Party met the requirements of this Informal Dispute Resolution Process before commencing a Legal Proceeding), provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable.

(C) WAIVERS OF CLASS ACTIONS, CLASS ARBITRATIONS, AND JURY TRIALS.

THIS PARAGRAPH APPLIES REGARDLESS OF WHETHER ANY OTHER PROVISIONS IN THIS AGREEMENT HAVE BEEN WAIVED BY THE PARTIES, INCLUDING THE RIGHT TO ARBITRATE ANY DISPUTE. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AND SUTRA NEXUS® ACKNOWLEDGE AND AGREE THAT EACH PARTY TO THIS AGREEMENT 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 LEGAL PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, OR IN ANY OTHER LEGAL PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. TO THE

FULLEST EXTENT ALLOWED BY LAW, THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, CONSOLIDATED, OR PRIVATE ATTORNEY GENERAL BASIS.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AND SUTRA NEXUS® EACH WAIVE THE RIGHT TO A JURY TRIAL.

(D) *Binding Individual Arbitration.*

You and Sutra Nexus® further agree: (i) to arbitrate all Disputes that are not resolved through the Informal Dispute Resolution Process pursuant to the provisions in Subsection 25(E), except to the extent a Services Agreement explicitly states that it amends or replaces this Section 25, in which case, the dispute resolution provisions in that Services Agreement will control over any contrary provisions in this Section 25; (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 Subsection 25(E); and (iv) this Subsection 25(D) 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 AS A MATTER OF LAW. THE ARBITRATOR MAY AWARD YOU OR SUTRA NEXUS® THE SAME RELIEF (SUBJECT TO THE TERMS OF THIS AGREEMENT) AS A COURT SITTING IN PROPER JURISDICTION, AS LIMITED BY THE LIMITATION OF LIABILITY SET FORTH IN SECTION 22 OF THIS AGREEMENT, INCLUDING INJUNCTIVE OR DECLARATORY RELIEF, AND 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 DISPUTE. IN ADDITION, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EQUAL OR EVEN 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 PROPER JURISDICTION.

THE ARBITRATOR MAY NOT AWARD ANY RELIEF FOR, AGAINST, OR ON BEHALF OF ANYONE WHO IS NOT A PARTY TO THE ARBITRATION ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL BASIS. IF A COURT DECIDES THAT ANY OF THESE PROVISIONS IN THIS SUBSECTION 25(D) ARE UNENFORCEABLE AS TO A PARTICULAR CLAIM IN DISPUTE OR REQUEST FOR RELIEF, AND ALL APPEALS OF THAT DECISION ARE EXHAUSTED OR THE DECISION IS OTHERWISE FINAL, THEN YOU AND SUTRA NEXUS® AGREE THAT THE PARTICULAR CLAIM IN DISPUTE OR REQUEST FOR RELIEF SHALL SEPARATELY PROCEED IN COURT AS SET FORTH IN SECTION 25 BUT SHALL BE STAYED PENDING INDIVIDUAL ARBITRATION OF THE REMAINING CLAIMS FOR RELIEF THAT YOU OR SUTRA NEXUS® HAVE BROUGHT. IF THIS SUBSECTION 25(D) IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS SECTION 25 ARBITRATION PROVISION

(EXCEPT FOR THE JURY TRIAL WAIVER, WAIVER OF ANY RIGHT TO ACT ON A REPRESENTATIVE OR CLASS BASIS, AND THE SPECIFIED INFORMAL DISPUTE RESOLUTION PROCESS) SHALL BE NULL AND VOID. YOU ACKNOWLEDGE AND AGREE THAT THIS SUBSECTION 25(D) IS AN ESSENTIAL PART OF THIS SECTION 25 ARBITRATION AGREEMENT.

(E) *Arbitration Procedure*

Any Dispute that is not resolved informally under Subsection 25(B) above shall be exclusively resolved through binding individual arbitration by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (the “AAA Rules”) in effect at the time any Demand for Arbitration is filed with AAA, except that this Agreement will govern to the extent it conflicts with such AAA Rules. You can find the AAA Rules by searching for the Commercial Rules at <https://www.adr.org> or by contacting AAA at CustomerService@adr.org. The Parties agree that all other issues (except as otherwise specified herein) are exclusively for the Arbitrator to decide, including but not limited to jurisdictional and arbitrability issues, issues related to the formation, existence, validity, enforceability, interpretation, or scope of this Agreement, and any issue of the proper parties to this Agreement; or whether either Party is in breach or default of this Dispute Resolution Section 25 or has waived the right to arbitrate. If the Arbitrator determines that strict application of any term of this Subsection 25(E) would result in a fundamentally unfair arbitration (the “Unfair Term”), then the Arbitrator shall have authority to modify the Unfair Term to the extent necessary to ensure a fundamentally fair arbitration that is consistent with the Terms of Use (the “Modified Term”). In determining the substance of a Modified Term, the Arbitrator shall select a term that comes closest to expressing the intention of the Unfair Term.

If AAA is unable or unwilling to perform its duties under this Agreement, the Parties shall mutually agree on an alternative administrator to replace AAA and assume AAA’s role consistent with this Agreement and this Agreement will govern to the extent it conflicts with the arbitration provider’s rules. If the Parties are unable to agree on a replacement arbitrator, either Party may petition a court of competent jurisdiction to impose a fair ranking system to appoint an arbitration provider who will assume AAA’s duties under this Agreement and this Agreement will govern to the extent it conflicts with the arbitration provider’s rules.

The Parties agree that the following procedures will apply to any Arbitration initiated under this Subsection 25(E):

- 1. Commencing an Arbitration** – To initiate an arbitration, you or Sutra Nexus® shall send to AAA a demand for arbitration (“Demand for Arbitration”) that describes the Dispute(s) and request for relief in detail, consistent with the requirements in this Agreement and AAA Rules. If you send a Demand for Arbitration, you shall also send it to Sutra Nexus® at Sutra Nexus® c/o Corporation Service Company, 7955 South Priest Drive, Suite 102, Tempe, AZ 85284, USA, within 7 days of delivery of the Demand for Arbitration to AAA. If Sutra Nexus® sends a Demand for Arbitration, we will also send it to your mailing address on file with us within the same 7-day period. If your mailing address is unavailable, we will send it to your email address on file, or if no email

address is on file, other contact information associated with your Account. The arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any such demand for arbitration that fails to certify in writing that the Party complied with the Informal Dispute Resolution Process requirements of Subsection 25(B).

2. **Fees** – The payment of AAA fees shall be governed by the AAA Rules, except to the extent that the AAA fees and costs (including Arbitrator fees) paid by either Party are reallocated upon order of the Arbitrator following a determination that (a) either Party breached this Dispute Resolution Section 25, (b) such reallocation is called for under this Dispute Resolution Section, or (c) reallocation is otherwise permitted under applicable law.
3. **Location** – The arbitration shall be held in Maricopa County, Arizona.
4. **Dispositive Motions** – The Parties agree that the Arbitrator shall have the authority to consider dispositive motions without an oral hearing. Dispositive motions may be requested under the following circumstances: (a) within 30 days after the Arbitrator's appointment, a Party may request to file a dispositive motion based upon the pleadings; and (b) no later than 30 days prior to the evidentiary hearing, a Party may request to file a dispositive motion for summary judgment based upon the Parties' pleadings and the evidence submitted.
5. **Discovery** – Each Party may (a) serve up to five requests for relevant, non-privileged documents from the other Party; and (b) request that the other Party provide verified responses to no more than 5 relevant interrogatories (including subparts). Unless both Parties agree otherwise, no other forms of discovery (including depositions) may be utilized. Any such discovery requests must be served on the other Party within 21 days after the Arbitrator's appointment. The responding Party shall provide the requesting Party with all responsive, non-privileged documents, responses signed by the Party themselves to the requested interrogatories, and/or any objections to the requests within 30 days after receipt of the requests, or, in the event of an objection to any discovery request, 30 days after the Arbitrator resolves the objection. In the event either Party requests that the Arbitrator consider a dispositive motion on the pleadings, such written discovery response deadlines shall be extended until 30 days following the Arbitrator's final decision on such dispositive motion. If, after meeting and conferring, the Parties cannot agree on a disagreement concerning discovery or a request for extension, that matter shall be submitted promptly to the Arbitrator for resolution. In ruling on any discovery matter or a request for extension, the Arbitrator shall take into consideration the nature, amount, and scope of the underlying arbitration claim, the cost and other effort that would be involved in providing the requested discovery, the case schedule, and the extent to which the requested discovery is truly necessary for the adequate preparation of a claim or defense, and AAA's goal of efficient and economical resolutions. To the extent a Party seeks discovery beyond the discovery contemplated within this subsection, the burden of establishing good cause for any additional discovery is on the moving Party.
6. **Confidentiality** – Upon either Party's request, the Arbitrator will issue an order requiring that confidential information of either Party disclosed during the arbitration (whether via documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the extent allowed by such court's rules concerning sealed submissions.
7. **Arbitration Hearing** – So long as the Dispute is not dismissed due to a Dispositive motion, you and Sutra Nexus® are entitled to a fair evidentiary hearing (i.e., trial) before the Arbitrator. Arbitration proceedings are usually simpler, less costly, and more streamlined than trials and other judicial proceedings—but not always. The Parties agree to waive all oral hearings and

instead submit all disputes to the Arbitrator for an award based on written submissions and other evidence as the Parties may agree, unless a Party requests an oral hearing within 10 days after the respondent files a response to the claimant's Demand for Arbitration. If an oral evidentiary hearing is requested, both Parties must be personally present at the hearing, regardless of whether either Party has retained counsel. Corporate parties will comply with this requirement by having a corporate representative present who is knowledgeable about the facts underlying the Dispute involved in the evidentiary hearing. Either Party's failure to attend the hearing, without a continuance ordered by the Arbitrator for good cause, will result in a default judgment taken against that Party.

8. **Arbitration Award** – Regardless of the format of the Arbitration, the Arbitrator shall provide a reasoned decision consistent with the terms of this Agreement. The decision must clearly specify the relief, if any, awarded and contain a brief statement of the reasons for the award. The arbitration award is binding only between you and Sutra Nexus® and will not have any preclusive effect in another arbitration or proceeding that involves a different Party. The Arbitrator may, however, choose to consider rulings from other arbitrations involving a different Party. The Arbitrator may award fees and costs as provided by the AAA Rules or to the extent such fees and costs could be awarded in court. This includes but is not limited to the ability of the Arbitrator to award fees and costs if the Arbitrator determines that a claim or defense is frivolous or was brought for an improper purpose, for the purpose of harassment, or in bad faith.
9. **Offer of Settlement** – Either Party may, but is not obligated to, as the Offering Party, make a written settlement offer to the Opposing Party to resolve the Dispute any time before the evidentiary hearing or, if a dispositive motion is permitted and ultimately granted, prior to the dispositive motion being granted (including during the Informal Dispute Resolution Process laid out in Subsection 25(B)). If the Opposing Party accepts the settlement offer, the parties will work to finalize a settlement agreement; if the Opposing Party rejects the settlement offer or otherwise does not accept the settlement offer within 21 days, it will be deemed rejected. If the settlement offer is rejected, then the amount or terms of the rejected settlement offer may not be disclosed to the Arbitrator until after the Arbitrator issues an award on the Arbitration Dispute. If the settlement offer is rejected, and an award is issued in the Opposing Party's favor and is less than the Offering Party's settlement offer or if the award is in the Offering Party's favor (in either case, a "Qualifying Offer"), the Opposing Party must pay the Offering Party's costs incurred after the Qualifying Offer was made, including any attorney's fees. If any applicable statute or case law prohibits the shifting of costs incurred in the arbitration, then a Qualifying Offer shall serve to cease the accumulation of any costs that the Opposing Party may be entitled to.

(F) Future Changes and Retroactive Application.

This Dispute Resolution Section 25 applies to all Disputes between the Parties, including any Disputes that accrued between you and Sutra Nexus® prior to the time of your acceptance of this Agreement and to any Disputes between you and Sutra Nexus® that accrued after your acceptance of this Agreement. Notwithstanding any provision in this Agreement to the contrary, you may elect to opt out of the retroactive application of this Dispute Resolution Section 25 as to any Disputes that accrued between you and Sutra Nexus® prior to the time of your acceptance of this Agreement. IF YOU WISH TO OPT OUT OF THIS RETROACTIVE APPLICATION, YOU MUST NOTIFY SUTRA NEXUS® BY E-MAILING OPTOUT@SECURESERVER.NET WITHIN 30 DAYS OF THE DATE YOU ARE NOTIFIED IN WRITING OF UPDATES TO THE DISPUTE RESOLUTION PROVISION OR YOU

OTHERWISE ACCEPT THE TERMS OF THIS AGREEMENT, WHICHEVER IS EARLIER (UNLESS A LONGER MINIMUM PERIOD IS REQUIRED BY APPLICABLE LAW, IN WHICH CASE THAT LONGER PERIOD WILL APPLY). In such e-mail, you must provide information sufficient to identify your account, including (a) the account number, (b) individual name associated with the account, (c) Company name associated with the account, (d) email address associated with the account, and (e) phone number associated with the account, and state the following: "I wish to opt out of the retroactive application of the Dispute Resolution Section 25 contained in Sutra Nexus®'s Universal Terms of Service Agreement." By providing your information in the method described above, you are opting out only of the RETROACTIVE APPLICATION of this Dispute Resolution Section 25, and nothing else contained in Sutra Nexus®'s Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, you will still be subject to and bound by any dispute resolution, arbitration agreement and procedures; waiver of class actions, jury trials, and class arbitrations; time limits for filing Disputes; and exclusive venue provisions you previously agreed to. Also, regardless of whether you opt out of the retroactive application of the arbitration agreement described above, the Parties will resolve any Disputes that accrue against you or Sutra Nexus® after your acceptance of this Agreement in accordance with this Dispute Resolution Section 25. THIS SUBSECTION 25(F) REPLACES ANY "OPT-OUT" PROVISION THAT YOU AGREED TO IN ANY PRIOR DISPUTE RESOLUTION OR ARBITRATION AGREEMENT WITH SUTRA NEXUS® OR ITS AFFILIATES (SUCH AS PRIOR SUBSECTIONS 24(K) AND 24(L) FOUND IN THE NOVEMBER 12, 2025 UTOS), UNLESS YOU TIMELY OPT OUT IN ACCORDANCE WITH THE PROCESS LAID OUT IN THE PRIOR AGREEMENT.

Notwithstanding any provision in this Agreement to the contrary, you and Sutra Nexus® agree that if Sutra Nexus® makes any future amendments to the Dispute Resolution Section contained in this Section 25, you will have the right to opt-out of the retroactive application of any of those provisions by following the procedure laid out above within thirty days of the changes going live. To the extent the changes are, in Sutra Nexus®'s reasonable opinion, material, then Sutra Nexus® will notify you on your e-mail on file regarding those changes and you will have thirty days from the date of notice to affirmatively opt-out of any such amendments. If you do not affirmatively opt-out pursuant to the above, you will be deemed to have consented to any such future amendments.

(G) Actions Arising from Any Dispute Must be Filed Within One Year.

Any action arising from a Dispute to which this Section 25 applies must, subject to any tolling period expressly provided for in this Agreement, be filed in arbitration (or court, if permitted under this Agreement or explicitly permitted by any Services Agreement) within one year from the date of the event that resulted in the loss, injury, damage or liability (or, if governing law does not permit agreement to a contractual limitations period of one year, within the minimum limitations period for an agreement

to a contractual limitations period permitted by governing law). If not filed within the limitations period, such action will be permanently barred. The limitations period to file an action can be extended by a written agreement signed by both Parties.

(H) *Exclusive Venue for Other Controversies.*

Any Dispute which, for whatever reason, is not required to be arbitrated or heard in small claims court shall be litigated exclusively in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona. Any court proceeding to enforce this Dispute Resolution Section 25, including any proceeding to confirm, modify, or vacate an arbitration award, shall be litigated exclusively in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona. Each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy, and waives any claim that such courts constitute an inconvenient forum.

(I) *Governing Law.*

Any and all Disputes shall be governed by the laws of Arizona, U.S.A., without regard to its conflict of laws rules, except for the interpretation and application of the Dispute Resolution Process set forth in this Section 25, which shall be governed by the Federal Arbitration Act.

(J) *Severability.*

If any provision in this Section 25 is found to be legally unenforceable, that provision shall be severed with the remainder of this Section 25 remaining in full force and effect. The terms of Section 25 shall otherwise survive any termination of this Agreement.

26. UNCLAIMED PROPERTY; MAINTENANCE CHARGES

Please be advised that if you have 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, and Sutra Nexus® is aware of same, then Sutra Nexus® shall turn over such account balance to the applicable U.S. state in accordance with state law.

Notwithstanding the immediately preceding sentence, you acknowledge and agree that Sutra Nexus® 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 Nexus® 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 Sutra Nexus® will not apply further maintenance charges. Sutra Nexus® may apply the maintenance charge to In-Store Credits without prior notice to you.

27. 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.

28. NO THIRD-PARTY BENEFICIARIES

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

29. INTERNATIONAL TRADE LAWS

This Site and the Services 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 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 in violation of any U.S. Export Laws. None of the Services 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, 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 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. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services.

Sutra Nexus® may screen accounts and payment details against government sanctions and restricted lists. If your information appears to match a listed person or entity, Sutra Nexus® may ask for additional details to verify your identity (“Request for Information”). You must respond to a Request for Information within thirty days. Sutra Nexus® may suspend, restrict, or terminate services, lock or transfer domain names, freeze or release assets, or take any other action it deems necessary, even if the thirty days have not yet elapsed or after you have provided a response, if, in Sutra Nexus®'s sole discretion, it deems it necessary to comply with sanctions laws. You agree that Sutra Nexus® is not responsible for any loss or damage resulting from actions taken by Sutra Nexus® to comply with sanctions laws.

30. 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. Each representation, covenant, and agreement in this Agreement shall be construed for all purposes to be a separate and independent representation, covenant, or agreement. If an arbitrator or 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.

31. 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.

32. CONTACT INFORMATION

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

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