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## Yola, Inc. Terms of Service

Last updated May 12, 2018

### Welcome to Yola

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE. These terms of service ("Terms") apply solely to your access to, and use of, the Web site of Yola, Inc., also doing business as SynthaSite, Inc., and SynthaSite, (Pty) Ltd. (collectively "Yola"), located at [www.yola.com](http://www.yola.com) (the "Site") and the web development and hosting tools and services accessed through the Site as more fully described below (the "Services"). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Yola, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site or the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify you and Yola for violations of these Terms. Nothing in these Terms shall be deemed to confer any third party rights or benefits. Yola may, at its sole discretion, revise the Terms, including any changes, at any time by updating this posting, with the revised Terms taking effect for all Users as of the date stated on the posting. You waive any right you may have to receive specific notice of such changes or modifications. Consequently, Users should consult the Terms regularly. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Site.

### Description of Services

The Services include various online web site development tools and web applications operated and hosted by Yola to enable you to create and publish web sites - hereafter referred to as the "Yola Toolset". The user/client of the "Yola Toolset" will be known as "you". The Services also includes web hosting services for the web sites you create through the Site.

### User Sites

Yola enables users to create and publish web sites that are hosted by Yola ("User Sites"). Yola does not approve or control such User Sites and does not routinely review or monitor such Sites. In addition, you understand and

acknowledge that your business dealings, correspondence or interactions with any User Site and any terms, conditions, warranties or representations associated with such dealings or interactions are solely between you and the operator of such User Site. THEREFORE, YOU ACKNOWLEDGE AND AGREE THAT YOLA IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING, THE CONTENT, FUNCTIONALITY, BUSINESS, LEGALITY, ACCURACY, COMPLETENESS, QUALITY, RELIABILITY, SECURITY, USEFULNESS OR PRACTICES OF ANY USER SITES OR FOR ANY DEALINGS WITH OR TRANSACTIONS CONDUCTED ON OR IN CONNECTION WITH ANY USER SITE. The hosting of any User Site does not imply endorsement or sponsorship by Yola or any association or affiliation with its operators or the content, business or operation of the User Site, and if you create any User Site, you may not do anything to imply any such endorsement, sponsorship, association, affiliation or relationship with Yola. YOU USE AND INTERACT WITH SUCH USER SITES AT YOUR OWN RISK. You may not use the name, logo or other trademarks of Yola to imply any sponsorship, affiliation or relationship between you and Yola other than that Yola is hosting your User Site.

## LICENSE

You are granted a limited, non-sublicensable license to access and use the Site and the Yola Toolset solely in connection with the creation of web sites hosted on this Site. The Site and the Yola Toolset are licensed from the owner Yola, Inc., a Delaware company located at 548 Market St #38798, San Francisco, CA 94104-5401 USA subject to your acceptance of these Terms. Such license is subject to these Terms and does not include: (a) any resale or distribution of the Site or the Yola Toolset; (b) modifying or otherwise making any derivative uses of the Site and the Yola Toolset, or any portion thereof; (c) use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Site or the Yola Toolset except as expressly permitted on the Site; or (e) any use of the Site or the Yola Toolset other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Yola, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

You assume responsibility for the selection of the Site and the Yola Toolset to achieve your intended results, and for the installation, use, and results obtained therefrom. Yola, Inc. reserves the right to modify, suspend or discontinue the Site or the Yola Toolset with or without notice at any time and without any liability to you.

If you live in a country in the European Region, you must be at least 16 years old to use our Services or such greater age required in your country to register for or use our Services. If you live in any other country except those in the European Region, you must be at least 13 years old to use our Services or such greater age required in your country to register for or use our Services. In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

Yola reserves the right to refuse service to anyone at any time with or without notice for any reason.

## Beta Version Notice

Yola is currently released in Beta for use by registered users only. YOU ACKNOWLEDGE THAT THE SITE, THE SERVICE AND THE YOLA TOOLSET ARE IN BETA FORM AND ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, AND YOLA, INC. DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR THE AVAILABILITY, SECURITY, OPERATION, AND RELIABILITY OF THE SITE, THE SERVICE AND THE YOLA TOOLSET.

## User ID and Sub-Domains

To gain access to the Yola Toolset and the functionality of the Yola Toolset and to create a User Site, you will be required to register an access ID and password. The access ID and password may only be used by you. You will be responsible and liable for all activities occurring under your access ID and for keeping your password secure.

As part of the Yola Toolset and the Services, Yola also offers registered users free use of Yola sub-domains (ex: [subdomain].yolasite.com) ("Yola Subdomain") on the terms set forth herein for the sole purpose of hosting their web sites. Yola retains all rights to and over any Yola Subdomains and has the right to revoke or suspend the use of any sub-domain at any time without reason.

You agree that all such Yola Subdomains are owned by Yola, are nontransferable and that Yola may for any reason, or for no reason, in its sole discretion and without notice or liability to you or any third party, immediately terminate or suspend your account, username, and Yola Subdomain, and remove or discard any content associated with your account and username.

## Links to Third Party Sites

The Site, the Yola Toolset and User Sites (including under Yola Subdomains) may contain links to third party web sites, including links to User Sites, third party text, video feeds (podcasts), offers, and software applications (including widgets) (collectively referred to as "Linked Sites"). The Linked Sites and third parties are not under the control of and/or owned by Yola and Yola is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Yola is not responsible for webcasting or any other form of transmission received from any Linked Site. The Linked Sites are the property of the respective third party and may be protected by applicable copyright or other intellectual property laws and treaties. Yola is providing these links to you only as a convenience and does not approve and assumes no responsibility for the content, security, functionality, or practices of these third parties. The inclusion of any link does not imply endorsement by Yola of the site or any association with its operators. You acknowledge and agree that Yola may disable your use of or remove any third party linked sites on Yola or a Yola Subdomain to the extent that they violate these Terms.

Similarly, the Yola Toolset may rely on external components provided by a third party to provide some level of functionality. This functionality may make a particular feature of the Yola Toolset dependent on the external component; or the Yola Toolset may be completely dependent on the external component for operation. In any case, Yola makes no warranties, claims, or provision for any third party components.

You are responsible for making any and all appropriate licensing arrangements with any third party external component providers that are represented on your Yola Subdomain.

## User Conduct

You agree that you are responsible for your own use of the Site, the Services and the Yola Toolset, for any User Sites you create or operate, for any posts you make and for any consequences thereof. You agree that you will use the Site, the Services and Yola Toolset and create and operate any User Sites in compliance with the rules set forth in these Terms (including without limitation the Content Policy set forth below), and all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all export control laws.

As a condition of your use of the Site, the Yola Toolset, and the Services, you warrant to Yola that you will not use the site, the Yola Toolset or the User Sites you create for any purpose that is unlawful, deceptive or otherwise prohibited by these Terms. You may not use the Site, Yola Toolset or the User Sites you create in any manner that could damage, disable, overburden, or impair the Site or the Yola Toolset or interfere with any other party's use and enjoyment of the Site or the Yola Toolset. You may not obtain or attempt to obtain any materials or

information through any means not intentionally made available or provided for through the Site or the Yola Toolset.

The Site or any User Sites you create may contain bulletin board services, chat areas, news groups, forums, communities, personal and commercial web pages, calendars, podcasts, and/or other message or communication facilities designed to enable you or others to communicate with the public at large or with a group (collectively, "Interactive Services"), you agree to use the Interactive Services only to post, send and receive messages and material that are appropriate and related to the particular Interactive Service and in accordance with the Yola Content Policy and these Terms and applicable law.

Much of the Interactive Services found on the Site and in User Sites is provided by, and is the responsibility of, the person or people who made the postings. Yola does not routinely monitor the Interactive Services or any User Sites and takes no responsibility for such content (including, without limitation, any viruses or other disabling features). Yola merely provides access to and hosts such content as a service to its customers. Yola does not endorse, support, represent or guarantee the truthfulness, accuracy, functionality, security, legality, quality or reliability of any communications or content posted via the Site or User Sites or endorse any opinions expressed via the Sites or any User Sites Yola Toolset. You acknowledge that any reliance on material posted via the Service will be at your own risk.

Although Yola is not obligated and does not routinely screen or monitor any user content or messages or any User Sites, it reserves the right at all times to do so and to remove, block access to or refuse to post, display or distribute any content or materials or any User Site for any reason or for no reason in its sole discretion. Yola reserves the right to terminate your access to the Site, the User Sites and any or all of the Interactive Services, and to remove or disable access to any User Sites or user content, at any time without notice for any reason whatsoever (or for no reason).

Yola reserves the right at all times to disclose any information as necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce these Terms, (c) detect, prevent or otherwise address fraud, security or technical issues, (d) reply to user support requests or (e) protect the rights, property or safety of Yola, its users and the public.

Always use caution when giving out any personally identifying information about yourself or your children in any Interactive Service or on any User Site. Personal information provided in connection with any User Site is collected by the third party operating such User Site, and not Yola. The Yola Privacy Policy does not apply to, and we are not responsible in any manner for, any information you provide to third parties in connection with User Sites or how the third parties who operate such User Sites may use the personal information you provide to them. Such information is subject to the privacy practices of such User Site, and we encourage you to become familiar with their privacy practices before disclosing information directly to them. Yola does not control or endorse the content, messages or information found in any Interactive Service or User Site and, therefore, Yola specifically disclaims any liability with regard to the Interactive Services and any actions resulting from your participation in any Interactive Service or your use of any User Site. Managers and hosts are not authorized Yola spokespersons, and their views do not necessarily reflect those of Yola.

## **Content Policy**

The Site and the Service is a free service for businesses, organizations and individuals to create and grow a professional online presence. Yola respects your rights and does not wish to censor any text, images, data, information, photos, music video, graphics, messages or other items or materials ("Content") contains you may post on the Site or in any User Sites. However in order to allow the continued posting of a wide variety of content, Yola has establish rules that certain types of content are not to be hosted by Yola and/or created using the Yola Toolset as set forth in this policy (the "Content Policy"). Please note that these rules do not create any third party rights or create any private right of action, but may be enforced solely by Yola in its sole discretion. The decision by Yola not to take action to enforce these rules in a particular instance shall not be considered a waiver of any right to do so in the future or in other situations.

## By using the Service, you agree that:

- You will use the service for its intended purpose of the creation and growth of a professional online presence.
- You may not upload, publish, post, distribute or disseminate any material that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy and publicity) of others.
- You may not upload, publish, post, distribute or disseminate any content that is otherwise deemed as pornographic and/or obscene by Yola. This includes but is not limited to commercial pornography, pedophilia, incest, bestiality, child pornography, or anything similar that violates any applicable laws. Yola will report any evidence of child pornography along with all known user identification and information to the relevant law enforcement agencies. Users may not use the Yola Toolset to create sites containing content, such as pornography or violence, that is not generally thought to be appropriate for viewing by children (“Adult Content”) nor may they use Yola, the Service and/or the Yola Subdomains for hosting and/or distributing and/or publishing Adult Content, including the use of the service for Escort or Prostitution Services.
- You may not upload, publish, post, distribute or disseminate any material that promotes hatred towards groups based on race or ethnic origin, religion, disability, gender, age, and sexual orientation/gender identity.
- You may not upload, publish, post, distribute or disseminate any material that constitutes a direct threat of violence against any person or group of people.
- You may not upload, publish, post, distribute or disseminate any material that impersonates or is intended to impersonate others in a manner that is intended to mislead or does mislead or confuse others.
- You may not upload, publish, post, distribute or disseminate any third party files and or content that contain material, in any form, protected by intellectual property laws (or by rights of privacy and/or publicity) unless you own or control the rights thereto or have received all necessary consents. You may not post private individual or company information without the expressed permission of such parties.
- You may not knowingly violate the intellectual property rights of a third party on any user site.
- You may not upload, publish, post, distribute or disseminate any files that contain viruses, malware, malicious codes, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- You may not use the Yola Toolset for the transmission of spam and/or any type of viral marketing, pyramid scheme and/or phishing scheme.
- You may not use affiliate links to third party sellers who have not approved you into their affiliate programs.
- You may not download, upload, publish, post, distribute or disseminate any file posted by another user of the Yola Toolset and Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- You may not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other content contained in a file that is uploaded, downloaded, published, posted, distributed or disseminated using the Yola Toolset.
- You may not use the Yola Toolset to harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- You may not upload, publish, post, distribute or disseminate any unauthorized private, confidential and personal information about others.
- You may not upload, publish, post, distribute or disseminate any material that is used for unlawful purposes or for the promotion of dangerous and illegal activities.

Yola takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Yola liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or offensive Content you may encounter on the Site or in any User Sites. Your use of Interactive Areas and any User Sites is at your own risk. As a provider of interactive services, Yola is not liable for any statements, representations or Content provided by its users or other third parties. Although Yola has no obligation to screen, edit or monitor any of the Content posted by third parties, Yola reserves the right, and has absolute discretion, to remove, screen or edit any Content posted or

stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Site at your sole cost and expense. Violation of any part of the Content Policy may lead to immediate termination or suspension of your account and/or deletion of your Content and/or you may be reported to the appropriate authorities with or without notice to you.

If you post Content to the Site (including in a User Site), unless we indicate otherwise, you grant Yola and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content solely in connection with hosting your User Sites and otherwise providing and promoting the Site and the Service and exercising the rights granted in these Terms. You grant Yola and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that (a) you own and control all of the rights to the Content that you post or you otherwise have the right to post such Content to the Site; (b) the Content is accurate and not misleading; and (c) use and posting of the Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

## Use and Storage

Materials uploaded to an Interactive Service may be subject to posted limitations on usage, reproduction and/or dissemination. Yola retains the right to create and/or change limits on use and storage at its sole discretion at any time with or without notice. You are responsible for adhering to such limitations.

You agree that Yola has no responsibility or liability for the deletion of or the failure to store or to transmit any Content or Interactive Service maintained by Yola and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Site at your sole cost and expense.

## Premium Services

Generally, creating up to two (2) sites is free. A website comes with 1GB storage and a limit of 5MB per individual file upload. On free Sites, Yola reserves the right to include the Yola promotional link on your Site. As a User, you can also purchase one or more Premium Services from us. Today, Premium Services include various options such as registering your own domain name, private domain registration, email for that domain, and one of our premium service bundles that contain one or more of: a top-level domain, additional tiers of storage, larger file uploads, access to premium styles, access to premium support, advanced analytics and third party credits. The categories and prices of our Premium Services are described [here](#) and are subject to change from time to time. Yola may choose to temporarily change the fees for the Premium Services for promotional or new services, and such changes are immediately effective when Yola posts the temporary promotional event or new service on the Yola Platform. Any changes to fees for Premium Services that are not temporary or promotional will be effective thirty (30) days after we provide you with notice by posting such changes on Yola.com. Unless otherwise stated, all fees are quoted in U.S. Dollars.

## Payment Generally

You are responsible for paying all fees and applicable taxes associated with the Premium Services in a timely manner with a valid payment method. You authorize Yola to charge your credit card, charge card, debit card, PayPal, or financial institution account (herein "Payment Method") for all charges to your accounts with Yola. Your Payment Method will be charged the current fee for the Premium Service you choose on the date that you click on the "Purchase" button in the ordering process. Our offerings include Premium Services payable by recurring payments. You agree that Yola may automatically charge the fee to your Payment Method at the beginning of each recurring period (or up to 30 days prior to expiry for domains). For example, if you choose a Premium Service with a monthly plan, you will be billed every month on the anniversary date of the date you clicked the "Purchase" button. In the case of domains, you may be billed up to 30 days BEFORE your domain expires - this will vary depending on the Domain Registrar's terms of renewal (these terms are not governed by

Yola). Additionally, we may offer a pre-pay payment option for payment of Premium Services ("Pre-Payment Plan"). If you opt for Pre-Payment plan, your Payment Method will be charged the then-current fee for that Premium Service at the commencement of each renewal period.

In all instances, you acknowledge and agree that any credit card and related billing and payment information that you provide to Yola may be shared by Yola with companies who work on Yola's behalf, such as payment processors and/or credit agencies, solely for the purpose of checking credit, effecting payment to Yola and servicing your account. The terms of your payment will be based on your chosen Payment Method and may be determined by agreements between you and the financial institution providing such Payment Method. You agree to pay Yola all charges incurred under your account for any Premium Service in which you or anyone else who uses your account (including children, family and friends) enroll in accordance with this Agreement and any applicable Premium Services policies. If your Payment Method fails or your account is past due, (a) you agree to pay all amounts due on your account upon demand, (b) Yola may collect fees owed using other collection mechanisms (this includes charging other payment methods on file with us) and (c) Yola reserves the right to either suspend or terminate your Premium Services or your account with Yola, including deletion of your Website from Yola.com. Except as may be set forth herein, any fees charged to your account are non-refundable. Payments made with boleto bancario are non-refundable. You agree to submit any disputes regarding any charge to your account in writing to Yola within thirty (30) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge. Refunds (if any) made pursuant to such dispute, are at the discretion of Yola.

## Cancellation Policy

Your membership to our Premium Services will continue until you cancel your subscription. Cancellations will occur at the end of the agreed subscription period. Unless otherwise provided by our Money-Back Guarantee, we provide no refunds for partial unused months. This cancellation policy applies to all Premium Services EXCEPT DOMAINS. Please see "Domain Terms" for more information.

To cancel your Premium Service, visit your profile page in My Yola.

## Taxes

You are responsible for paying any governmental taxes imposed on your use of Yola.com, including, but not limited to, sales, use, or value added taxes. If requested, you will promptly furnish to Yola the applicable receipts and/or certificates regarding such remittances as soon as reasonably practicable. To the extent that Yola is obligated to collect such taxes, the applicable tax will be added to your billing account.

## Updating of Sites

You agree to actively maintain and to update any User Sites you create on a regular basis. Failure to log into the Service or to update a User Site for more than 1 year, may result in Yola removing or disabling access to such User Site, and will result in the expiry of any unused credits.

## Money-Back Guarantee

Yola provides both free and paid services to Users. Most paid services include a 30-day money-back guarantee, except payments made with boleto bancario are non-refundable. If you are dissatisfied with your service for any reason, you will receive a refund if you cancel your paid services within 30 days of the activation of your account. The 30-day money-back guarantee does NOT apply to domain name registration, other domain name services, Yola Premier, Yola Gold, Fotolia Image credits, and for already redeemed credits. Once you register your domain name or apply your domain credit, it cannot be "returned" until the duration of the domain term has expired. However, we can assist you in transferring your domain to the host of your choice. The

expired. However, we can assist you in transferring or pointing your domain to the host of your choice. The amount of your refund will be the price of the paid service you purchased from Yola minus domain name

registration fee and overage charges, and minus the value of any redeemed credits. If the value of the credits you have redeemed exceeds the price of the paid service, then you will not receive a refund.

## Domain Terms

Domain registration is brought to you through a partnership with OpenSRS/Tucows and Network Solutions. Purchasing a domain through Yola means you agree to the OpenSRS/Tucows registration agreement which can be seen [here](#). You are the legal owner of the domain registration. For more information on registrant rights and responsibilities, please view the [ICANN 2009 Registrar Accreditation Agreement](#). All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you agree to pay all such taxes, levies, or duties, excluding only United States (federal or state) taxes. We will make reasonable efforts to contact you before your registration period expires and provide you with the option to renew your domain registration. If we are unable to contact you using the information you provide, Yola shall not be liable for loss of the domain. Yola reserves the right to change its prices at any time.

You can not return or exchange your domain, all sales are final.

## Professional Images Credits Terms

Yola provides users access to professional stock images through an integration with Fotolia. By purchasing an image credit(s) and redeem that credit(s) to purchase image(s) you agree to adhere to all of Fotolia's [terms of service](#).

You can not return or exchange your professional image credit(s) or image(s) purchased with those credits, all sales are final. Credits may only be used to purchase images on the Yola Service and may not be transferred or resold.

## Monitoring; Privacy

Yola reserves the right, but is not obligated, to monitor the use of its servers and related content within user accounts, whether published or unpublished, in the interests of security. You acknowledge that you have no expectation of privacy with respect to any such communications or postings, and you expressly consent to such monitoring. For information as to how we collect and use personal information we collect on this Site, please see our [Privacy Policy](#).

By using the Yola Toolset and/or the Yola Web Site, you consent to any transfer of personal information, collected by Yola, outside your country for the purposes of storing the information where Yola and/or its agents maintain their facilities.

You are responsible for protecting and enforcing your rights in and to any Submissions. No compensation will be paid with respect to the use of your Submission, as provided herein. Yola is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at the sole discretion of Yola.

## Intellectual Property Rights

You acknowledge that Yola owns all right, title, and interest in and to the Site, the Yola Toolset and/or any content on the Site not posted by a Yola User and/or an acknowledged third party, including all intellectual property rights (the "Yola IP"). Yola IP is protected by United States of America, South African and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Yola Web Site or Yola IP. You also agree that you will not use any robot, spider, other



automated device or manual process to monitor or copy any content from the Yola Web Site or Yola IP.

## Indemnification

You agree to hold harmless and indemnify Yola and its subsidiaries, affiliates, officers, agents and employees from and against any third party claim arising from or in any way related to your use of the Yola Toolset, the Service and/or Yola Web Site, including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

## Limited Warranty

YOLA DOES NOT WARRANT THAT THE SITE, THE SERVICE, THE YOLA TOOLSET OR ANY USER SITES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. THE SITE, THE SERVICES, AND THE YOLA TOOLSET ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE, THE SERVICE AND THE YOLA TOOLSET IS WITH YOU. SHOULD ANY OF THE FOREGOING PROVE DEFECTIVE, YOU (AND NOT YOLA, INC., ITS PARENT, SUBSIDIARIES, AFFILIATES OR LICENSORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## Liability Disclaimer

THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE AND THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. YOLA AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. ADVICE RECEIVED VIA THE SITE OR ANY USER SITES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

YOLA AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SAFETY AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON SITE OR ACCESSED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOLA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOLA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, THE SERVICES OR THE YOLA TOOLSET, WITH THE DELAY OR INABILITY TO USE THE SITE, THE SERVICES OR THE YOLA TOOLSET, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE

THROUGH THE SITE OR THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF YOLA OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE SERVICES OR THE YOLA TOOLSET, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, THE SERVICES AND THE YOLA TOOLSET.

## Service Contact

[support@yola.com](mailto:support@yola.com)

## Termination/Access Restriction

Yola reserves the right, in its sole discretion, to terminate your account and your access to the Site, the Yola Toolset and the Services, or any portion thereof, and to remove or block access to any User Site or any User Content at any time without notice for any reason (including without limitation for failure to update and maintain User Sites, unacceptable Content or for any violation of these Terms) or for no reason.

## Consent to Disclose Information

You acknowledge, consent and agree that Yola may access, preserve and disclose your account information (including your name and contact information) and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary or appropriate to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Yola, its users and the public. Please see our Privacy Policy for more information on how we may use and disclose your account information.

## Governing Law and Jurisdiction

To the maximum extent permitted by law, this agreement is governed by the laws of the state of Delaware and the United States of America, and you hereby consent to San Francisco county, California being the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the use of the Yola Toolset, the Site or the Service. Use of the Yola Toolset, the Site or the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Yola as a result of this agreement or use of the Yola Toolset.

The performance of Yola per this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right to comply by Yola with governmental, court and law enforcement requests or requirements relating to your use of the Yola Toolset or information provided to or gathered by Yola with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Yola with respect to the Yola Toolset and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Yola with respect to the Yola Toolset.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

It is the express wish to the parties that this agreement and all related documents be drawn up in English.

If a translated (non-English) version of these Terms of Service conflicts in any way with its English version, the provisions of the English version shall prevail.

## Copyright

All Content and other material on the Site and the Yola Toolset are the proprietary property of Yola or its licensors or users and are protected by U.S. and international copyright laws. All rights not expressly granted in these terms are expressly reserved.

## Trademark

YOLA, the Yola logo, SYNTHASITE, the SynthaSite logo, and any other product or service name or slogan contained in the Site are trademarks of Yola and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Yola or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Yola", "SynthaSite", or any other name, trademark or product or service name of Yola without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Yola and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## Notices and Procedure for Making Claims of Copyright Infringement

If you believe that anything on the Site or the Service infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: Monique Viljoen

Full Address of Designated Agent to Which Notification Should be Sent: Yola, Inc., 548 Market St #38798, San Francisco, CA 94104-5401 USA

Telephone Number of Designated Agent: 866 764 0701

Facsimile Number of Designated Agent: 415 227 0208

E-Mail Address of Designated Agent: [dmca@yola.com](mailto:dmca@yola.com)

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Yola has adopted a policy of terminating, in appropriate circumstances and at the sole discretion of Yola, subscribers or account holders who are deemed to be repeat infringers. Yola may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Yola, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Yola.

## Canada Get Your Business Online Program

In addition to these terms, by registering for the Canada Get Your Business Online Program, and by taking up a free .ca domain, you also agree to be bound by the terms of the Canadian Internet Registration Authority, "CIRA", which can be found at <http://www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf>. Additionally, if you already have a .ca domain, by registering for the Canada Get Your Business Online Program, you will get one free year of free domain pointing to your Yola website.

## Yola Refer-a-Friend Program

This program is open to all Yola users with English set as their preferred language and who have come through [www.yola.com](http://www.yola.com). Users coming through from partner sites, landing pages, are excluded. For each referred user that purchases Yola Silver through the referrer's personal referral link, the referrer will receive \$10 in Yola Rewards. These rewards expire in one year and cannot be refunded, transferred, or redeemed for cash. They can be used towards the purchase of product sold directly by Yola, and will automatically be applied at the time of the next purchase. In the case of auto-renew subscriptions, the reward will automatically be applied at the time of that renewal.

Yola, Inc. reserves the right at any time to modify or discontinue the Yola Refer-a-Friend Program either temporarily or permanently (or any part thereof) with or without notice. Yola will not be liable to you in the event of any modification, suspension or discontinuance of the program. We reserve the right to cancel, revoke

event of any modification, suspension or discontinuance of the program. we reserve the right to cancel, revoke,

or otherwise prevent the issuance of Yola Rewards in any suspected case of fraudulent use or misuse of this program.

For additional terms of service, please see the Terms of Service associated within the Refer a Friend tool.

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