

WEBSITE MOVERS INTERNATIONAL, LLC
WEBSITE TERMS AND CONDITIONS

THIS IS A LEGAL CONTRACT BETWEEN YOU AND WEBSITE MOVERS INTERNATIONAL, LLC (“WSM”, “we”, “us” or “our”). PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR VISITING THIS SITE. By using or visiting any site owned or controlled by WSM, including without limitation any mobile applications (collectively, “Site”), or any WSM websites, products, software, data feeds, and services provided to you on, from, or through our Site, including the Rehostio service (collectively, the “Service”), you signify your agreement to (i) these terms and conditions (as amended, modified or restated from time to time, the “Terms and Conditions”), and (ii) and any other legal notices published by WSM on the Service (“Legal Notices”). If you do not agree to any of these Terms and Conditions or the Legal Notices, then please do not use our Site or the Service.

Although WSM may attempt to notify you when major changes are made to these Terms and Conditions, you should periodically review the most current version, available at <http://rehost.io>. WSM may, in its sole discretion, modify or revise these Terms and Conditions, the Legal Notices and other policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms and Conditions shall be deemed to confer any third party rights or benefits.

1. Service

These Terms and Conditions apply to all users of the Service, including users, if any, who are also contributors of Content for the Service. “Content” means and includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials or information you may view on, access through, or contribute to the Service from time to time. The Service includes all aspects of WSM, including without limitation all products, software and services offered via the Site, functionality offered by the Service and other applications available on the Site from time to time.

2. Links to and from Other Websites

The Service may contain links to third party websites that are not owned or controlled by WSM. If you use these links, you may leave the Site. WSM has not reviewed all of these third party websites and does not control and is not responsible for the content, privacy policies, or practices of any such third party websites. Moreover, WSM will not and cannot censor or edit the content of any third party website. WSM therefore does not endorse or make any representations about any third party websites, or any material found therein, or any results that may be obtained from using them. By using the Service, you acknowledge and agree to expressly relieve WSM from any and all liability arising from your use of any third party website. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of any other website that you visit.

3. WSM Account

In order to access some features of the Service from time to time, you may be required to create a WSM account. You may never use another user’s account without their express permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify WSM immediately of any breach of security or unauthorized use of your account. Although WSM will not be liable for any losses caused by any unauthorized use of your account, you may be liable for any losses encountered by WSM or others due to such unauthorized use.

4. License and Conditions

WSM hereby grants you a limited license to access and use the Service as set forth in these Terms and Conditions, provided that:

- (i) You agree not to alter or modify any part of the Service.
- (ii) You agree not to distribute or store in any medium any part of the Service or the Content without WSM’s prior written consent, unless WSM makes available the means for such distribution through a functionality offered by the Service.
- (iii) You agree not to access Content through any technology or means other than the pages of the Service itself, or other explicitly authorized means WSM may designate from time to time.
- (iv) You agree not to resell or make any commercial use of the Service, including without limitation, using the Service in conjunction with the sale of access to the Service or the sale of advertising, sponsorships, or promotions placed on or within the Service or Content.
- (v) You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Service for any commercial purpose without WSM’s prior written consent.
- (vi) You agree not to make any derivative use of the Service.
- (vii) You agree not to frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of WSM and its affiliates without WSM’s prior written consent.
- (viii) You agree not to use any meta tags or any other “hidden text” utilizing the WSM name or trademarks without WSM’s prior written consent.
- (ix) You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- (x) In your use of the Service, you will comply with all applicable laws.
- (xi) You agree that WSM reserves the right, at any time and for any reason, to modify, suspend or terminate the Service (or any part thereof) as described further below.
- (xii) If you use any WSM embeddable player on your website, you may not modify, build upon, or block any portion or functionality of the embeddable player, including but not limited to links back to the WSM Site.

- (xiii) If you use any WSM uploader, you agree that it may automatically download and install updates from time to time from WSM. These updates are designed to improve, enhance and further develop the uploader and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. You agree to receive such updates (and permit WSM to deliver these to you) as part of your use of the uploader.
- (xiv) You agree not to use or launch any automated system, including without limitation “robots,” “spiders,” or “offline readers,” that accesses the Service in a manner that sends more request messages to the WSM servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, WSM grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of, and solely to the extent necessary for, creating publicly-available searchable indices of the materials, but not caches or archives of such materials. WSM reserves the right to revoke these exceptions either generally or in specific cases.

5. Use of Content

In addition to the general conditions described above, the following restrictions and conditions apply specifically to your use of Content.

- (i) The Content on the Service, including all trademarks, service marks and logos on the Service, are owned by or licensed to WSM, subject to copyright and other intellectual property rights under the law.
- (ii) Content is provided to you “AS IS”. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms and Conditions. You shall not download any Content unless you see a “download” or similar link displayed by WSM on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of WSM or the respective licensors of the Content. WSM and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- (iii) You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or any features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- (iv) You understand that when using the Service, you will be exposed to Content from a variety of sources, and that WSM is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against WSM with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless WSM, its members, managers, officers, employees, representatives, agents, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

- (i) As an account holder you may have an opportunity to submit Content to the Service, including without limitation text, graphics, photos, music, videos and other materials or information. You understand that WSM does not guarantee any confidentiality with respect to any Content you submit.
- (ii) You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit on the Site; and you license to WSM all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms and Conditions.
- (iii) For clarity, except as otherwise provided herein, you retain all of your ownership rights in your Content. However, by submitting Content to WSM on the Site, you hereby grant WSM a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, edit, telecast, rerun, reproduce, distribute, print, prepare derivative works of, display, and/or perform the Content (or any part thereof) in connection with the Service and WSM’s (and/or its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) or for any commercial and non-commercial advertising, marketing and/or product development efforts regarding WSM’s products and services, without restriction in any media formats and through any media channels in perpetuity without liability to you. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms and Conditions. The above licenses granted by you in Content you submit to the Site are perpetual and irrevocable.
- (v) You are prohibited from submitting to or from the Service any Content that is: threatening, defamatory, obscene, pornographic, abusive, liable to incite racial hatred, discriminatory, inflammatory, in breach of confidence or in breach of privacy; excessive in length; constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or, except as otherwise provided herein, is technically harmful (including without limitation by hacking, using robots, spiders, data mining or similar data gathering tools, and automated submission of data).
- (vi) You further agree that Content you submit to the Service will not contain any third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant WSM all of the license rights granted herein.
- (vii) WSM does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and WSM expressly disclaims any and all liability in connection with Content. WSM does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and WSM will remove all Content if properly notified that such Content infringes on another’s intellectual property rights. WSM reserves the right to remove Content without prior notice.

7. Modification, Suspension or Termination Policy

WSM reserves the right, for any reason, at any time and from time to time, temporarily or permanently, in whole or in part, to: with or without notice, modify, suspend or terminate the Service or your account, or remove any Content, service, software, submission, feature or product offered through the Site; limit the Service's availability to any person, geographic area or jurisdiction we choose; charge fees in connection with the use of the Service; modify and/or waive any fees charged in connection with the Service; and/or offer opportunities to some or all users of the Service (collectively, the "Service Policy"). In connection with its Service Policy, WSM also reserves the right to decide whether Content violates these Terms and Conditions for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. You acknowledge and agree that neither WSM, nor any of its affiliated entities, shall be liable to you or to any third party for any such action, in whole or in part, in furtherance of WSM's Service Policy. In addition, while WSM attempts to ensure that the Service is normally available twenty-four hours a day, WSM shall not be liable to you or any third party if for any reason the Service is unavailable at any time or for any period. Your continued use of the Service after any such changes described herein will indicate your acceptance of such changes.

8. Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyright(s), you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(e)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) 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;
- (iii) 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 the service provider to locate such material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have 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
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WSM's designated Copyright Agent to receive notifications of claimed infringement is **Norma Haigh, 18530 Mack Avenue, Suite 406, Grosse Pointe Farms, MI 48236 USA**, email: norma@websitemovers.com, fax: 313-557-0436. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to WSM customer service at support@websitemovers.com. You acknowledge that if you fail to comply with all of the requirements of this Section 8, your DMCA notice may not be valid.

If you believe that your Content that was removed (or to which access was disabled) is not infringing any copyright(s), or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- (i) Your physical or electronic signature;
- (ii) Identification of the Content that has been removed or to which access has been disabled and the location where the Content appeared before it was removed or disabled;
- (iii) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- (iv) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the United States District Court for the Eastern District of Michigan, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, WSM may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in approximately ten to fourteen business days (or more, if necessary) after receipt of the counter-notice, at WSM's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WSM AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN

CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE PRACTICE. WSM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WSM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WSM WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL WSM OR ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, EXEMPLARY DAMAGES, LOSS DUE TO BUSINESS INTERRUPTION OR LOST DATA, ARISING OUT OF OR RELATING TO THE SITE OR THE SERVICES, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY IS ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THESE TERMS AND CONDITIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WSM SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by WSM from its facilities in the United States of America. WSM makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless WSM and its subsidiaries and affiliates, and their respective members, managers, officers, employees, attorneys, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising out of or in any manner incident, relating or attributable to: (i) your use of and access to the Service; (ii) your violation of any term of these Terms and Conditions or any Legal Notices; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Service.

12. Ability to Accept Terms and Conditions

You affirm that you are either more than 18 years of age, an emancipated minor, or possess legal, parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use our Site or the Service.

13. Assignment

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by WSM without restriction.

14. General

You acknowledge and agree that: (i) the Service shall be deemed solely based in the State of Michigan; and (ii) the Service shall be deemed a passive Site that does not give rise to personal jurisdiction over WSM, either specific or general, in jurisdictions other than the State of Michigan. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan, without respect to any conflicts of law principles. Any claim or dispute between you and WSM that arises in whole or in part from the Service or the Site shall be decided exclusively by a court of competent jurisdiction located in Macomb County, Michigan or in the United States District Court for the Eastern District of Michigan. These Terms and Conditions and any other Legal Notices published by WSM on the Service, shall constitute the entire agreement between you and WSM concerning the Service. If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and WSM's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. WSM reserves the right to amend these Terms and Conditions at any time and without notice, and it is your responsibility to review these Terms and Conditions for any changes. Your use of the Service following any amendment of these Terms and Conditions will signify your assent to and acceptance of its revised terms. YOU AND WSM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THE SITE MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: April 21, 2014