

TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) apply to your use of this website and all web pages (collectively, the “Website”) owned and operated by BASiC Research Laboratories, LLC (hereinafter, “BASiC”, “we”, “us” or “our”) and all services provided through the Website, including (i) to purchase BASiC’s products through the Website (the “Product Services”) and (ii) to schedule appointments and use the marketing features through the Website (the “Scheduling Services” and together with the Product Services, the “Services”).

BY CLICKING “I AGREE”, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS IN ITS ENTIRETY, AND THAT YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS.

GENERAL TERMS AND CONDITIONS

RESTRICTED ACCESS

Only individuals who are at least eighteen (18) years old are permitted to directly or indirectly access or otherwise use the Product Services. If you are accessing or using the Product Services, you hereby affirm and warrant that you are currently at least eighteen (18) years old capable of lawfully entering into and performing all of the obligations set forth in the Terms.

Only licensed stylists who are at least eighteen (18) years old are permitted to directly or indirectly access or otherwise use the Scheduling Services. If you are accessing or using the Scheduling Services, you hereby affirm and warrant that you are currently at least eighteen (18) years old capable of lawfully entering into and performing all of the obligations set forth in the Terms and you hereby affirm and warrant that you are currently a licensed stylist.

You may not access any of the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

BASiC reserves the right to terminate or restrict access to the Services for any reason and at its sole discretion.

YOUR ACCOUNT

Prior to accessing the Services, you are required to create an account with BASiC (the “Account”). You must enter your contact information, such as name, address, phone number and email address, and billing information, such as billing name, address and credit card number, into the Account. You will select a login name and password. Although we will make every effort to assign to you the name and password that you select, we reserve the right to reject any of your choices if it has been previously assigned to another user or if BASiC, in its sole discretion, deems such information offensive. You agree to update your contact information within thirty (30) days of any change to such information. If the contact information you have provided is false or fraudulent, we reserve the right to terminate your access to the Services and Account in addition to any other legal remedies.

If you use any of the Services, you are responsible for maintaining the confidentiality of your username and password and for restricting access to your computer. You are responsible for any and all activities that occur under your Account. You shall: (i) notify BASiC immediately of any unauthorized use of any username or password or any other known or suspected breach of security; (ii) assure that use of the Services shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data; and (iii) not impersonate another BASiC user or provide false identity information to gain access to or use the Services.

BASiC shall not be responsible for the actions of any individuals who misuse or misappropriate your Account or other information using your username and password or other appropriate account identifying information.

ELECTRONIC COMMUNICATIONS

When you use any of the Services, we will communicate with you by e-mail or by posting notices on the Website or through the Services. You agree to receive communications from us electronically and that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

PAYMENT; CREDIT FOR REFUNDS

Only valid credit cards or other payment method acceptable to us may be used and all refunds will be credited to the same card or, in our discretion, other method. By submitting your billing information, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge the fees (including taxes, shipping, handling and any other amounts described on the Services) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your use of the Services, including your order, may be suspended or cancelled automatically. You must resolve any problem we encounter in order to proceed with your use of the Services.

PROPRIETARY RIGHTS

You acknowledge and agree that BASiC (or BASiC's licensors) owns all legal right, title and interest in and to the Services and the Website, including any intellectual property rights which subsist in the Services or the Website (whether those rights happen to be registered or not, and wherever in the world those rights may exist). As between you and BASiC, we are the owner and/or authorized user of any trademark, and/or service mark appearing on the Website, and are the copyright owner or licensee of the content and/or information on the Website, unless otherwise indicated. Nothing herein gives you a right to use any of BASiC's trade names, trademarks, service marks, logos, domain names and other distinctive brand features. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of BASiC without express written consent. You may not use any meta tags or any other "hidden text" utilizing BASiC's name or trademarks without the express written consent of BASiC.

LICENSE AND ACCESS

Subject to your compliance with the Terms and your payment of any applicable fees, BASiC or its content providers grant you and your Authorized Users (as defined below) a limited, non-exclusive, non-

transferable, non-sublicensable license to access and make personal and non-commercial use of the Services. This license does not include any resale or commercial use of any Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Service or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in the Terms are reserved and retained by BASiC or its licensors, suppliers, publishers, rightsholders, or other content providers. No Service, nor any part of any Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of BASiC. You may not misuse the Services and may use the Services only as permitted by law. The licenses granted by BASiC shall terminate if you do not comply with the Terms.

SOFTWARE TERMS

The Terms apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with the Services.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE ARE PROVIDED BY BASIC ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. BASIC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, BASIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BASIC DOES NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES, BASIC'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM BASIC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BASIC WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

BASIC MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR

ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SOFTWARE RELATED TO THE SERVICES WILL BE CORRECTED.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INTERNET DELAYS

THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. BASIC IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

DISPUTES

Any dispute or claim relating in any way to your use of any Service, or to any products or services sold or distributed by BASiC or through the Website will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND REVIEW BY A COURT OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES).

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us. The arbitration will be conducted by the American Arbitration Association (the "AAA") under its rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

BASIC AND YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. YOU AND BASIC AGREE THAT YOU OR BASIC MAY FILE A SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

APPLICABLE LAW

You agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Georgia, without regard to principles of conflict of laws, will govern the Terms and any dispute of any sort that

might arise between you and BASiC. In any action to enforce the provisions of the Terms, the prevailing party shall be entitled to costs and attorneys' fees.

NOTICE

BASiC may give notice by means of a general notice on the Services, electronic mail to your e-mail address on record in BASiC's account information, or by written communication sent by first class mail or pre-paid post to your address on record in BASiC's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to BASiC (such notice shall be deemed given when received by BASiC) at any time by any of the following: email to info@basichaircarepro.com or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to BASiC at the following address: 1280 West Peachtree Street, Suite 3904, Atlanta, GA 30309.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless BASiC, its affiliates, officers, agents, partners, members, managers, employees, independent contractors, service providers and consultants, and their respective employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Services; (b) any Content you post, upload, use, distribute, store or otherwise transmit on or through the Services; (c) your violation of these Terms; (d) your violation of any rights of another; or (e) your conduct in connection with the Services. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provision above may not apply to you.

COMPLIANCE WITH LAWS

You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Services (including without limitation those governing interstate commerce, export control, unfair competition, or false advertising). If there are applicable fees and taxes you incur to access the Services, including without limitation all applicable sales, use, gross receipts, and excise taxes, you are solely responsible for their payment.

MODIFICATION OF THE TERMS

BASiC reserves the right to amend or modify the Terms at any time and shall post an updated version of the Terms on the Website. You agree that notice on the Website shall be sufficient notice of the changes. Please check the Terms when you use any of the Services to ensure that you are aware of any changes to the Terms.

PRODUCT SERVICES

PRICING

All prices are shown in U.S. dollars, and taxes, shipping and handling charges are additional. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or

part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice and you agree that taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances between processor programs and changes in tax rates.

ERRORS

We attempt to be as accurate as possible and eliminate errors on the Product Services; however, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the Product Services, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

SHIPPING & HANDLING; NO EXPORT BY YOU

When we ship to you or per your directions, you agree to pay the shipping and any handling charges shown when your order is placed. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order. Generally, shipping is by standard ground delivery. Any shipping or handling charges may or may not reflect actual costs. All orders are shipment contracts, not destination contracts. Any shipping times shown when you are placing an order are estimates only, and actual delivery dates may vary. You agree that you will not obtain or direct shipment of product for export.

REFUNDS AND EXCHANGES

Unopened items may be returned within 30 days with proof of purchase in order for any exchanges and/or refunds to be given. We cannot accept opened and/or used items. A store credit or exchange may be permitted for opened and/or used products upon consultation and approval of BASiC. We cannot accept returns of any products, opened or unopened, that have passed the product's expiration date.

TITLE TO RETURNED ITEMS

BASiC does not take title to returned items until the item arrives at our location. At our discretion, a refund may be issued without requiring a return. In this situation, BASiC does not take title to the refunded item.

SCHEDULING SERVICES

THE SCHEDULING SERVICES

BASiC provides the Scheduling Services and licenses its appointment scheduling and resource management software to you as a hosted application. We created the Scheduling Services as a customized online scheduling application for you and your Authorized Users to book and confirm appointments and for you to use certain marketing features in connection with your use of BASiC's products.

ACCESS TO SCHEDULING SERVICES

You and others you permit, including your customers (the “Authorized Users”), may enter additional usernames and passwords associated with your Account and the Scheduling Services. Such usernames and passwords may only be used by you and the Authorized Users. You will be responsible and liable for all activities occurring under all usernames associated with your Account. BASiC retains all rights to and over the Scheduling Services and has the right to revoke or suspend the use of the Scheduling Services at any time without reason. You agree that all Accounts are owned by BASiC, are nontransferable and that BASiC 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 and remove or discard any content associated with your Account. You further acknowledge and agree that your Account may contain information (such as a footer) identifying and promoting BASiC as the provider of the Scheduling Services and promoting BASiC’s Scheduling Services.

BASiC facilitates the appointment process with optional appointment confirmation, reminder and cancellation email notifications (“Notifications”). You agree that the content of the Notifications will comply with the Content Policy described below. You further acknowledge and agree that Notifications may contain information (such as a footer) identifying BASiC as the sending system and promoting BASiC’s Scheduling Services. Such information will not be contained within the body of the Notifications.

DATA

Any data, information or material provided or submitted by you or any third parties, and any registration information and appointment data provided or submitted by you or any third parties, to your Account in the course of utilizing the Scheduling Services (“Data”) shall remain the sole property of you or such third parties, as applicable. You shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and BASiC shall not be held responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data.

In the event that you terminate the Scheduling Services (other than by reason of a breach by you), BASiC will make available to you a file of your Data within thirty (30) days of termination notice if you so request. You agree and acknowledge that BASiC has no obligation to retain your Data, and may delete such Data thirty (30) days after termination. BASiC reserves the right to withhold, remove and/or discard any Data and terminate your right to access or use the Data without notice for any breach by you, including, without limitation, non-payment of the fee for the Scheduling Services.

MARKETING FEATURES

BASiC gives you the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on your Account through the Scheduling Services messages, text, illustrations, images, graphics, photos, comments, other information or materials relating to your use of BASiC’s products (collectively, “Stylist-Generated Content”). Subject to the rights and license you grant in the Terms, you retain whatever legally cognizable right, title, and interest that you have in your Stylist-Generated Content. You agree that the Stylist-Generated Content will comply with the Content Policy described below.

NON-CONFIDENTIALITY OF YOUR STYLIST-GENERATED CONTENT

Except as otherwise described herein, you agree that: (a) your Stylist-Generated Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) BASiC does not assume any obligation of any kind to you or any third party with respect to your Stylist-Generated Content. Upon BASiC’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with the Terms. You acknowledge that the Internet may be subject to breaches of security and that you are aware that submissions of Stylist-Generated Content may not be secure, and you will consider this before submitting any Stylist-Generated Content.

Please keep in mind that BASiC does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services (collectively, “Unsolicited Ideas and Materials”). Any Unsolicited Ideas and Materials you post on or send to us via the Scheduling Services will be our property, free and clear of any claims by you or others, and we will be able to use them for any purpose, including but not limited to, the use, reproduction, display, performance, modification, transmission and distribution, without compensation, payment or any other obligation to anyone, including you. BASiC’s receipt of your Unsolicited Ideas and Materials is not an admission by BASiC of their novelty, priority, or originality, and it does not impair BASiC’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

FEES; PAYMENT TERMS; RENEWALS

You will pay all charges in accordance with the fees and payment terms contained in the billing information portion of your Account and/or related invoices. Unless otherwise indicated in the billing information portion of your Account and/or related invoices, all fees and charges specified are nonrefundable whether or not you actively use the Scheduling Services.

Unless terminated by you or BASiC, we will continue to provide the Scheduling Services. By entering your credit card information in the billing section of your Account, you authorize us to process your payment in accordance with the payment schedule set forth in the billing section of your Account. BASiC reserves the right to change the fees upon at least thirty (30) days prior notice to you, which notice may be provided by e-mail.

BASiC or you may terminate the Scheduling Services at any time by providing at least thirty (30) days prior written notice. Termination by you will not relieve you of any obligations incurred prior to termination.

SUSPENSION OR TERMINATION OF SERVICE FOR NON-PAYMENT

If any amount owing by you for the Scheduling Services is five (5) or more days overdue, BASiC may, without limiting our other rights and remedies, suspend the Scheduling Services until such amounts are paid in full or terminate your access to the Scheduling Services.

If you believe that an invoice or billing statement from BASiC is incorrect, you must contact us within ten (10) days of the invoice or billing statement date containing the amount in question to be eligible to receive an adjustment or credit or avoid suspension.

RELEASE; LIMITATION OF LIABILITY

Other than as set forth herein, BASiC is not directly involved in the actual transaction between you and your customers who are using the Scheduling Services and your Account. BASiC has no control over the quality or legality of the appointments made, or the truth or accuracy of the user registrations. BASiC cannot ensure that your customers will honor their appointments. Because we are not involved in the actual direct transaction between you and your customer, in the event that you have a dispute with one or more customers, you release BASiC (and our officers, managers, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BASIC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BASIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SCHEDULING SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SCHEDULING SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE SCHEDULING SERVICES. IN NO EVENT SHALL BASIC'S TOTAL CUMULATIVE LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

OUR RELATIONSHIP

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created between you and BASiC. The Scheduling Services is provided by BASiC to you and is not intended to be for the benefit of any third party.

CONTENT POLICY

Except as otherwise provided herein, BASiC claims no ownership or control over any Data, Stylist-Generated Content, or any other materials that you or other users create, post, transmit or store on the Services (collectively, the "Content"). You grant BASiC a nonexclusive, royalty-free, worldwide, right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit and display the Content to the extent necessary to provide the Services. We will contact you directly to obtain permission before we use your Content for our own commercial purposes. If you choose to remove your Content, the license granted above will automatically expire. In addition, we may retain archived copies of your Content and cached copies of your Content may still be available for some period of time.

By posting the Content to the Services, you represent and warrant that (a) such Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the Content or you otherwise have all necessary rights to post and use such Content and to grant the rights to BASiC that you grant in these Terms; (c) the Content is accurate and not misleading or harmful in any manner; and (d) the Content, and your use and posting thereof in connection with the Services, do not and will not violate these Terms or any applicable law, rule or regulation.

The Content uploaded to the Account may be subject to limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations. BASiC retains the right to create and/or change limits on use and storage at its sole discretion at any time with or without notice. ADDITIONAL CHARGES MAY APPLY DEPENDING ON SUCH LIMITATIONS AS POSTED AND CHANGED FROM TIME TO TIME.

You agree that BASiC has no responsibility or liability for the deletion of or the failure to store or to transmit any Content and other communications maintained by the Services and you are solely responsible for creating backup copies of and replacing any Content or communications you post, maintain or store on the Account at your sole cost and expense.

Although BASiC is not obligated and does not routinely screen or monitor the Content, it reserves the right at all times to do so. BASiC may deny you access to all or any part of the Services without notice and may immediately deactivate or delete your Account and all related information and files in your Account and bar any further access to such files and the Services if you engage in any conduct or activities that BASiC believes in its sole and absolute discretion is inappropriate or obscene or violates applicable law or any of the Terms.

BASiC has established rules set forth below that certain types of content are not to be hosted and/or uploaded to any of the Services. The decision by BASiC not to take action in a particular instance shall not be considered a waiver of any right to do so in the future or in other situations. 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. Nothing herein is meant to create any obligations, third party rights or private rights of action, but may be enforced solely by BASiC in its sole discretion.

You acknowledge and agree that:

- You may not upload, publish, post, distribute or disseminate any material that is not related to the use of BASiC's products by you.
- 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 material that is otherwise deemed as pornographic and/or obscene by BASiC or anything similar that violates any applicable law.
- 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 violate the intellectual property rights of a third party, and you may not upload, publish, post, distribute or disseminate any third party materials that is 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 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 Services for the transmission of spam and/or any type of viral marketing and/or phishing scheme.
- 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 Services.
- You may not use the Services 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 an individual or company information without the express permission of such parties.
- 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.

BASiC 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 BASiC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or offensive Content you may encounter on the Website. Your use of the Services is at your own risk. BASiC is not liable for any statements, representations or Content provided by its users or other third parties.

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