



## Deluge Network Website Terms of Use

These terms of use (the "Agreement") form an agreement between you ("You") and Deluge Network (the "Network", "We" or "Us"). The effective date of this Agreement is when You accept or are deemed to accept this Agreement as discussed below.

You hereby consent to the exchange of information and documents between You and Us electronically over the Internet or by email and that this electronic Agreement shall be the equivalent of a written paper agreement between You and Us.

1. **Ownership and Copyright.** You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, Network names, trade-marks, logos and trade-names contained on this website (collectively the "Content"), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Network or its licensors, as the case may be.
2. **Permitted Use.** The Network hereby grants to You a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the Network.
3. **Restrictions on Use.** You agree that You will not:
  - a. distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; or
  - b. create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Network or its licensors or allow any third party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.
4. **License to Use Your Information.** With the exception of your non-public personal information, You hereby grant to the Network the perpetual, unlimited, royalty-free,

worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to the Network by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Network shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by the Network in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

5. Personal Information. The Network may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose information concerning you to solicit you to offer you its services, if any, and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have in it.
6. Limitations on Liability and Disclaimers.

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEBSITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK, AND THE NETWORK ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

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the use of the information as the basis for any conclusions.

THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND IS NOT TO BE RELIED UPON.

THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION.

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IN NO EVENT WILL THE NETWORK, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE NETWORK OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL NETWORK, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE NETWORK, EVEN IF THE NETWORK OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO CASE WILL THE NETWORK'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS' AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER

(INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN TWENTY DOLLARS \$20.00.

THE NETWORK ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE NETWORK IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE NETWORK DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

7. Termination. This Agreement is effective until terminated by the Network, with or without cause, in the Network's sole and unfettered discretion. The Network may terminate this Agreement without notice to You for any reason or for no reason. Without limiting the foregoing, we shall have the right to immediately terminate your access to the website in the event of any conduct by you which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms. Any such termination by the Network shall be in addition to and without prejudice to such rights and remedies as may be available to the Network, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Network, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

8. Indemnity. You agree at all times to indemnify, defend and hold harmless the Network, its agents, suppliers, licensors, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Network directly or indirectly in respect of:
  - a. any information or other content You provide on or through this website or which is sent to the Network by email or other correspondence; or
  - b. Your use or misuse of the Content or this website, including without limitation infringement claims.
9. Governing Law. The Network, this website and the Content (excluding linked websites or content) are physically located within the State where the Network has its registered address. This Agreement shall be governed pursuant to the laws of the State where the Network has its registered address. Any and all disputes arising under this Agreement shall be settled exclusively before courts of competent jurisdiction in the State and county where the Network has its registered address. You agree to waive any right You may have to: (i) a trial by jury; and (ii) the commencement of or participation in any class action against Network related to this website, You also agree to opt out of any class proceedings against Network or its licensors.
10. Interpretation. The division of this Agreement into sections and the insertion of

headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

11. Entire Agreement. This Agreement as it may be amended from time to time in accordance with the provisions of Section 12, and any and all other legal notices and policies on this website, constitutes the entire agreement between You and the Network with respect to the use of this website and the Content.
12. Amendment and Waiver. The Network reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Network unless executed by the Network in writing. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
13. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.
14. Enurement. This Agreement shall enure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

These terms were last updated on December 4, 2017.

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