

## TERMS OF USE

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You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures of any of the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of the Site or any other customer of the Company, including any Company account not owned by you, to its source, or exploit the Site or any information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information.

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You agree to not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any action being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Company on or through any of the Site or any service offered on or through the Site. You may not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

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Your use of any information or materials on the Site is entirely at your own risk and we will not be liable for any loss or damage you sustain arising from your use of the Site.

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Access to the Site may require you to establish a password. You are responsible for maintaining the confidentiality of the information you hold for your account, including your

password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to notify the Company immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the Company or any other user of or visitor to the Site resulting from the use or misuse by another party of the Site that results from your failure to keep your account information secure and confidential.

You may not use anyone else's username, password or account at any time or for any reason. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## Privacy

Our Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. The Company's Privacy Policy may be accessed and reviewed on the Company Website (<http://mdcloudps.com>). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a notice that a transmission is encrypted.

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You agree to indemnify and hold the Company, its officers, directors, equity-holders, predecessors-in-interest, successors-in-interest, employees, agents, subsidiaries and affiliates harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by you or any third party due to or arising out of or in connection with your use of the Site or its Content.

## Disclosure

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with the Company's rights or property, or the rights or property of users of the Site. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure.

You acknowledge and agree that the Company may preserve any transmittal or

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## Violation of These Terms of Use

You agree that we may, at our sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes, but is not limited to, (1) termination of your affiliation with the Company (2) any violation by you of these Terms of Use, (3) requests by law enforcement or other government agencies, (4) a request by you, (5) discontinuance or material modification of the Site or any service offered on or through the Site, or (6) unexpected technical issues or problems. You agree that the Company will not be liable to you for termination of your access to the Site for these or any other reason.

If we take legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

## Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site will be governed by the laws of the United States and by the substantive laws of the State of Texas, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Dallas County, Texas, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

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