

Website Terms of Use

Effective as of July 14, 2017

Agreement between User and distributedsun.portal.acdiamicro.com

Welcome to the distributedsun.portal.acdiamicro.com website (the "Site"). The Site is comprised of various web pages that are owned and operated by Distributed Sun LLC and/or its agents and third parties (collectively "Distributed Sun"). Use of the Site is offered to you, (the "User"), conditioned on the User's acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). User's use of the Site constitutes an agreement to be legally bound and abide by all such Terms. Please read the Terms carefully, and keep a copy of the Terms for your reference.

1. Privacy

User agrees that use of the Site is subject to Distributed Sun's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs Users of our data collection practices. The Privacy Policy is incorporated into the Terms by reference.

2. Electronic Communications

Visiting the Site or sending emails to help@distributedsun-support.com constitutes electronic communications. By visiting the Site, or sending emails to help@distributedsun-support.com, User consents to receive electronic communications and User agrees that all agreements, notices, disclosures and other communications that Distributed Sun provides to User electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. Distributed Sun does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If the User is under 18 years of age, the User may use the Site only with permission of a parent or guardian.

3. Links to third party sites/Third party services

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Distributed Sun and Distributed Sun is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Distributed Sun is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Distributed Sun of the site or any association with its operators.

User acknowledges and agrees that Distributed Sun shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services.

Distributed Sun strongly advises you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

4. No Unlawful or Prohibited Use/Intellectual Property

Users are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with the Terms. As a condition of User's use of the Site, User warrants to Distributed Sun that User will not use the Site for any purpose that is unlawful or prohibited by these Terms. User may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Site, including, but not limited to, text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Distributed Sun or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. User agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. User will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site.

Distributed Sun content is not for resale. User's use of the Site does not entitle User to make any unauthorized use of any protected content, and in particular User will not delete or alter any proprietary rights or attribution notices in any content. User will use protected content solely for personal use, and will make no other use of the content without the express written permission of Distributed Sun and the copyright owner. User agrees that he or she does not acquire any ownership rights in any protected content. Distributed Sun does not grant User any licenses, express or implied, to the intellectual property of Distributed Sun, or our licensors, except as expressly authorized by these Terms.

Any reproduction, distribution, commercialization or transformation of these contents that has not been specifically authorized by the titleholders hereof, constitutes an infringement of the intellectual property rights protected by law.

5. International Users

The Site is controlled, operated and administered by Distributed Sun from our offices within the USA. If User accesses the Site from a location outside the USA, User is responsible for compliance with all applicable local laws. User agrees that he or she will not use the Distributed Sun content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

6. Indemnification

To the fullest extent permitted by law, User agrees to indemnify, defend and hold harmless Distributed Sun, its officers, directors, employees, agents and third parties, from and against all losses, costs, liabilities, claims, damages and expenses of any kind (including reasonable attorneys' fees), which is in any way connected with the Site and/or User's Personal Information or Non-Personal Information (as defined in Distributed Sun's Privacy Policy). This indemnification includes, but is not limited to, any losses, costs, liabilities, claims, damages and expenses of any kind, (including attorneys' fees) which is connected with the Site and/or User's Personal Information or Non-Personal Information, or which is based upon a breach of any duty or obligation on User's part, any of User's agents' part, Distributed Sub, or any of Distributed Sun's agents' part even if no negligent act is found to have occurred. Distributed Sun reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will fully cooperate with Distributed Sun in asserting any available defenses.

7. Limitation of Liability

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NO WARRANTIES OR GUARANTEES, IMPLIED OR OTHERWISE ARE MADE THROUGH THE SITE TO THE USER, UNLESS EXPLICITLY STATED OTHERWISE. DISTRIBUTED SUN AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME WITHOUT NOTICE. DISTRIBUTED SUN AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION CONTAINED ON THE SITE FOR ANY PURPOSE. IN NO EVENT SHALL DISTRIBUTED SUN 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, WITH THE DELAY OR INABILITY TO USE THE SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DISTRIBUTED SUN HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF THE USER IS DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, THE USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

In no event will either party be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, even if

the liable party has been advised of the possibility of such damages, except for liability arising out of unauthorized use of intellectual property.

8. Disclaimer

User's use of this Site is at his or her sole risk. The Site is provided on an "AS IS" and "AS AVAILABLE" basis. Distributed Sun does not warrant that (a) the Site will function uninterrupted, secure or available at any particular time or location; (b) any errors or defects will be corrected; (c) the Site is free of viruses or other harmful components; or (d) the results of using the Site will meet User's requirements.

9. Termination

Unless specifically agreed otherwise, Distributed Sun reserves the right, in its sole discretion, to terminate User's access to the Site and the related services or any portion thereof at any time, without notice.

All provision of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the State of New York.

User agrees that no joint venture, partnership, employment, or agency relationship exists between User and Distributed Sun as a result of this agreement or use of the Site. Distributed Sun's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Distributed Sun's right to comply with governmental, court and law enforcement requests or requirements relating to User's use of the Site or information provided to or gathered by Distributed Sun with respect to such use.

11. Entire Agreement

Unless otherwise specified herein, the Terms constitute the entire agreement between the User and Distributed Sun with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and Distributed Sun with respect to the Site. Distributed Sun's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

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.

12. Changes to Terms

Distributed Sun reserves the right, in its sole discretion, to change the Terms under which access to the Site is offered at any time without notice. The most current version of the Terms will supersede all previous versions. Distributed Sun encourages you to periodically review the Terms to stay informed of our updates. If Distributed Sun makes any material changes to these Terms, we will notify Users by placing a prominent notice on the Site.

13. Severability

If any provision in the Terms 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.

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. Contact Us

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