

## **IPInfoDB Web Service Agreement**

PLEASE READ THIS WEB SERVICE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING IPINFODB SERVICES. BY CHECKING THE "I HAVE READ, UNDERSTAND AND AGREE WITH THE SERVICE AGREEMENT" BUTTON, OR BY DOWNLOADING, INSTALLING OR USING THE WEB SERVICE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD, INSTALL OR USE THE SERVICE.

This Web Service Agreement is entered into between IPInfoDB.com (herein referred to as "IPInfoDB") and you/your organization (herein referred to as "User"). The computer program(s) and related documentation and materials, (herein collectively referred to as "IPInfoDB Software"), and the associated access to and use of any web service related to the computer program(s) ("Web Services") are licensed, not sold, to the User for use only upon the terms of this agreement, and IPInfoDB reserves any rights not expressly granted to User. The following terms govern use of the Software and Web Services by the User.

### **BACKGROUND.**

IPInfoDB provides users with access to a number of online resources, including SaaS Web Services and other data associated with online fraud detection such as IP geolocation, proxy detection, mail checker and others. As used herein, "IPInfoDB Products" refers to any of the products "IPInfoDB Software" or "Web Services". For the purpose of this Agreement, the term "Documentation" shall mean the applicable guides, service descriptions, technical specifications, and user manuals made available by IPInfoDB. "Web Services Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of User's web service is available for access by third parties.

### **GRANT OF RIGHTS.**

IPInfoDB grants a non-sublicensable, non-exclusive, non-transferable right to access and use the IPInfoDB Products for internal business purposes. You agree to use the IPInfoDB Products only in a manner that is consistent with applicable laws. RESERVATION OF RIGHTS. IPInfoDB retains all right, title and interest (including, without limitation, copyright and database rights) in and to the IPInfoDB Products and the Information, and to the form and content thereof. IPInfoDB also reserves all rights not expressly granted to User by this Agreement. No portion of the IPInfoDB Products may be copied, reproduced, modified, published, uploaded, posted, transmitted or distributed in any way without IPInfoDB prior written permission. Neither the subscription granted to User by IPInfoDB hereunder nor this Agreement or any of its provisions provide User with any title to or ownership rights

or interest in the IPInfoDB Products or Documentation (or any component of either), but only a right of limited access and use as expressly set forth herein.

### **RESTRICTIONS.**

Except as expressly permitted in this Agreement, User may not, nor may User permit others to:

- (1) allow anyone other than User or User's employees to access the IPInfoDB Products, or any portion thereof, without IPInfoDB's express written permission,
- (2) use the IPInfoDB Products to develop a database, web service, online or similar service, or other information resource in any media for sale to, distribute to, display to or use by others,
- (3) create compilations or derivative works of the IPInfoDB Products,
- (4) use the IPInfoDB Products in any fashion that may infringe any copyright, intellectual property right, contractual right, or proprietary or property right or interest held by IPInfoDB,
- (5) store in retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, rent, lease, assign, sell, or sub-license the IPInfoDB Products, or any portion thereof unless expressly permitted under this Agreement,
- (6) remove or obscure any copyright notice or proprietary notice or terms of use contained in the IPInfoDB Products,
- (7) copy, translate, reverse engineer, decompile, decrypt, disassemble, derive source code, modify or prepare derivative works based on IPInfoDB Products,
- (8) use IPInfoDB Products for any unlawful purpose including but not limited to transmitting or communicating data that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

### **OWNERSHIP AND INTELLECTUAL PROPERTIES RIGHTS.**

The User acknowledges that it has no rights to the IPInfoDB Intellectual Properties and all such titles, ownership rights, and intellectual property rights in and to the IPInfoDB Products and any derived works shall remain solely with IPInfoDB.

### **MEMBERSHIP ACCOUNTS AND FEES.**

User agrees for maintaining the confidentiality of the membership account and password, and agrees to accept responsibility for all activities that occur under the account or password. IPInfoDB Products does not require payment of any license fee. IPInfoDB reserves the right to cease providing or to change the service, accounts, site, content, pricing at anytime without notice and warning.

### **CONFIDENTIALITY.**

The User may have access to confidential, proprietary or trade secret information of IPInfoDB, including, without limitation, the IPInfoDB Products and other services.

The User will use the Confidential Information for the purpose(s) for which it is provided. The User agrees not to intentionally disclose or intentionally make available to any third party information received from IPInfoDB in any form without the express written approval of IPInfoDB. In particular, the User agrees that it will not publish to any third party findings of any evaluation of the IPInfoDB Products against competitive products without the express written approval of IPInfoDB. Neither party will make any public announcements concerning the other party or this Agreement. Neither party will discuss the other party or this Agreement with any third parties or representatives of the press without the other party's written approval.

**LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES WILL IPINFODB BE LIABLE TO THE USER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT OR RELATING TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IPINFODB'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY IPINFODB IN CONNECTION WITH THE PROVISION OF IPINFODB PRODUCTS UNDER THIS AGREEMENT AND USER AGREE THAT THE FOREGOING SHALL CONSTITUTE USER'S EXCLUSIVE REMEDY. THE USER HEREBY RELEASES IPINFODB, ITS OFFICERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

**NO WARRANTIES.**

THE IPINFODB PRODUCTS ARE FURNISHED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. IPINFODB MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE IPINFODB PRODUCTS OR THE ACCURACY OR THE COMPLETENESS OF THE IPINFODB PRODUCTS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. IPINFODB DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE IS FREE OF OTHER HARMFUL COMPONENTS. NEVERTHELESS, IPINFODB SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE SITE FREE OF VIRUSES AND MALICIOUS CODE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE IPINFODB PRODUCTS IS BORNE BY USER. IPINFODB WILL HAVE NO RESPONSIBILITY FOR ANY

HARM TO THE COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SITE, CONTENT, OR SERVICES.

#### **TERMINATION.**

- (1) IPInfoDB may terminate this Agreement, without cause and for its convenience, upon seven (7) days' advance notice to the User.
- (2) The User may terminate this Agreement at any time by giving thirty (30) days advance notice to IPInfoDB. On termination, User must destroy all copies of IPInfoDB Products in electronic or other form, including any copies on backup tapes or other media, removing the IPInfoDB Products from their system and destroying all copies of the IPInfoDB Products and the accompanying documentation. At IPInfoDB's request, the User, to the extent practicable, shall deliver to IPInfoDB certification that all copies of the IPInfoDB Products have been destroyed.
- (3) Notwithstanding anything stated herein, this Agreement will result in automatic termination upon the happening of any of the following events:-
  - a. failure to renew the subscription attached to the provision of database, services and products under this Agreement; or
  - b. any unauthorized copying of the software or the accompanying documentation; or
  - c. failure to comply with the terms and conditions of this Agreement.

#### **CONSEQUENCES OF TERMINATION.**

- (1) Upon termination of this Agreement the license or usage shall immediately cease and the User shall:
  - a. promptly cease provision of services based in whole or in part on the IPInfoDB Products;
  - b. promptly cease the distribution of and/or the provision of services based on the IPInfoDB
- (2) Products to any end-users; a.remove any incidences of the IPInfoDB Products.
- (3) Unless otherwise provided under this Agreement, in the event of any termination for whatever cause, no refund of monies or compensation will be paid by IPInfoDB to the User.
- (4) Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of IPInfoDB and User at the date of termination, unless waived in writing by mutual agreement of the parties.

#### **UPDATES.**

- (1) Updates to the IPInfoDB Products will be made available as and when commercially released at best efforts during the validity of this Agreement subject always IPInfoDB shall not be obligated to provide such updates.
- (2) User agrees that IPInfoDB may not provide any future updates or modifications to the IPInfoDB Products.

**MODIFICATION.**

User hereby agrees and accepts that IPInfoDB reserves the right to make changes, removals or improvements in product design, drawings, information or data format as the case may be without prior notification and any penalty, compensation or refund of monies to User.

**COMPLIANCE WITH LAWS.**

User agrees to fully comply with all applicable provisions of federal, state, and local laws, rules and regulations of the country where User resides and or where the product or services is used including the laws of Malaysia, relating to any subject matter in this Agreement, and User agrees to hold IPInfoDB, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

**AUTHORITY.**

The User acknowledges that it is required to complete a registration process. The User certifies, represents and warrants to IPInfoDB that the information that is provided on behalf of the User in the registration process is true, accurate, complete, current, and that it belongs to the User or the party registering on the User's behalf. The User certifies to IPInfoDB that the individual registering on its behalf is at least 18 years old and has the legal capacity to form a binding contract under the law of Malaysia. The parties each represent and warrant to each other that each has the full right and authority to enter into, deliver and perform its obligations under this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto. It is agreed and warranted by the parties that the individuals entering into this Agreement on behalf of the respective parties are authorized to bind to such an agreement the party on whose behalf such individual has acted. No further proof of such authorization is or shall be required.

**ASSIGNMENT.**

The User may not sub-license, assign or transfer directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of IPInfoDB. Any such attempt to sub-license, assign or transfer any of the rights, duties or obligations hereunder without IPInfoDB's prior written consent is void.

**AGREEMENT.**

This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

**AMENDMENT.**

IPInfoDB may amend this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after

posting of the amended Agreement on IPInfoDB's web site, or (ii) the date that IPInfoDB provides notice to the User of the amended Agreement pursuant to the notice provisions in this Agreement; except that changes to charges and payment terms may be made only upon thirty (30) days prior written notice to the User. The User may immediately terminate this Agreement upon notice to IPInfoDB if a change is unacceptable to the User. The User's continued use of the IPInfoDB Products following notice to the User of a change shall constitute the User's acceptance of the change.

**BINDING EFFECT.**

The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective permitted assigns, legal representatives and successors in interest.

**COSTS.**

Should either party institute or participate in a legal or equitable proceeding against the other party seeking to enforce or interpret this Agreement, then each party in the proceeding shall pay their own costs, expert and professional fees, and attorney fees, including costs and fees on appeal.

**NO THIRD PARTY BENEFICIARIES.**

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**FORCE MAJEURE.**

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control, provided that the party experiencing such delay promptly notifies the other party of the delay.

**GOVERNING LAW.**

This Agreement shall be treated as though it were executed in the State of Penang, West Malaysia and shall be governed and construed in accordance with the laws of the Malaysia (without regard to conflict of law principles) and the forum of settlement shall be in the state of Penang, Malaysia.

**SURVIVOR OF PROVISIONS.**

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement

**SEVERABILITY.**

Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this

Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

**FAILURE TO ENFORCE.**

The failure of IPInfoDB to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**ELECTRONIC SIGNATURES.**

BY CLICKING THE "I AGREE" OR "ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS, YOU OR THE ENTITY ON WHOSE BEHALF YOU ARE SUBMITTING AN APPLICATION FOR CREDENTIALS TO ACCESS THE IPINFODB PRODUCTS HEREUNDER AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT IN AN ONLINE ELECTRONIC FORMAT, WHICH (UPON ACCEPTANCE BY IPINFODB INDICATED BY ISSUANCE OF CREDENTIALS TO ACCESS THE IPINFODB PRODUCTS) CONSTITUTE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PLEASE DO NOT CHECK "I HAVE READ, UNDERSTAND AND AGREE WITH THE SERVICE AGREEMENT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS.

VERSION 2.0