

# TERMS AND CONDITIONS

These SFC terms of are entered into by SFC and between Customers  
Please read these Terms of Service carefully.

## 1. General provisions / Definitions

SFC offers a DATA SERVICES that helps businesses and agencies manage their social media profiles on Supported Platforms. By using the Service, you agree to be bound by these Terms of Service. If you do not accept these Terms of Service, you shall not (and shall not have the right to) use the Service. We reserve the right, at any time, to update and change any or all of these Terms of Service, in our sole discretion. If we do so, we will post the modified Terms of Service on [WWW.GOLDCLUBHOSTING.COM](http://WWW.GOLDCLUBHOSTING.COM) though we will notify you of any changes that, in our sole discretion, materially impact these Terms of Service. Continued use of the Service after any such changes have been made shall constitute your consent to such changes. If a change has a material adverse impact on you, and you have contracted and prepaid for a certain term, you may notify us within thirty (30) days after being informed of that change that you do not agree with the change. If you do so, we will delay applying the change to you until your prepaid term ends, or, at our sole discretion, allow you to cancel your account, and we will refund any prepaid amount pro rata to you. If you use the Service after your prepaid term ends, all changes will apply to you. You are responsible for regularly reviewing the most current version of these Terms of Service, which are currently available at: <https://goldclubhosting.com>. When we change these Terms of Service, we will modify the last revision date above.

If you are accessing and using the Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service.

“Account”

shall mean an account to use the Service;

**"Agreement"**

shall mean these Terms of Service, including any annexes thereto which form an integral part thereof and which in their totality, govern your relationship with SFC

**"Applicable Law"**

shall mean the laws of USA

**"Authorized User"**

shall mean individuals who are directly accessing the Service via an online sign-up process, or individual users authorized and/or invited by you to use the Service and who you have supplied access to. Authorized Users may include your employees, consultants, contractors, agents, or other designees;

**"Confidential Information"**

shall mean all information provided by you or us (the "Disclosing Party"), to the other party (the "Receiving Party"), whether orally or in writing, which information is designated at the time of disclosure as being confidential.

Provided that for all intents and purposes, Confidential Information shall not be construed to include any information that is (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by the Receiving Party with the Disclosing Party's prior written approval;

**"Customer Content"**

shall mean all information and data (including text, images, photos, videos, audio, and documents) or any other content in any media and format provided or made available to SFC by or on your behalf in relation to the use of the Service;

**"Data"**

shall mean content, data, information, and Confidential Information relating to your business, some of which may not be publicly available, including but not limited to technical and commercial information concerning your, or any of

your parent company's or subsidiaries' business, systems, processes, software and services, as the case may be;

"Fair Use Policy"

shall mean the policy described in Clause 25.4;

"Intellectual Property Rights"

shall mean the copyright, including the moral and related rights, rights to use, musical works, literary works, designs, databases or any other copyright protected works, trade names, protected business identifiers, patents, utility models and trademarks, and all other industrial and intellectual property rights, in each case whether registered or unregistered, which currently subsist, or will subsist, now or in the future, in any part of the world;

"Local Applicable Laws"

shall mean all applicable local, state, national, and international laws and regulations applicable where you use the Site and/or the Service;

"Mentions"

shall mean the information, including links, posts, and excerpts, that has been made publicly available and obtained by SFC on your behalf from the Supported Platforms, and data derived therefrom, including reports, summaries, graphs, and charts;

"Plan"

shall mean one of the different subscription packages through which you can use the Service as further described on the Site;

"Seat"

shall mean the right you've assigned to another Authorized User to access the Service on your behalf. Depending on your Plan, you may have to purchase additional add-ons to benefit from more Seats;

"Service"

shall mean services provided to you by SFC based on the plan you have purchased at the time of subscription;

"Site"

shall mean the website <https://goldclubhosting.com>, in addition to any sub-pages that are integrated within this website;

"Supported Platform(s)"

shall mean the social networking site(s) currently supported by the Service, including X (Twitter), Facebook, LinkedIn, Instagram, YouTube and other social networks as described on the Site;

**"Taxes"**

shall mean all taxes, assessments, charges, fees, and levies that may be levied or based upon the sale or license of goods and/or services, as the case may be, including all sales, use, goods and services, value added, and excise taxes, custom duties, and assessments together with any installments with respect thereto, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority (including federal, state, provincial, municipal, and foreign governmental authorities);

**"Third Party/ies"**

shall mean any persons, whether legal or natural, which are neither you nor SFC;

## **2. Account Registration, Access and Disclosure**

2.1 To use and benefit from the Service, you must create an Account by completing a registration form, by providing us with all required information and activating the "I accept the Terms of Service" check-box and clicking on the "Start Using SFC" button. You agree to provide us with complete and accurate information upon registration and to keep such information accurate and up-to-date during your course of use of the Service. You are advised to keep your login credentials strictly confidential and to refrain from disclosing these to anyone. We shall not be held responsible for unauthorized access to your account arising from your failure to keep your login credentials safe and secure.

2.2 If you are using the Site or Service for and on behalf of a legal entity you are required to fill-in the name of such legal entity in the signup form when signing up for the Service. This information can be updated at any time. If you are using the Site or Service for and on behalf of a legal entity, you shall be, and shall be presumed to be empowered by and/or properly authorized for and on behalf of that legal entity and you and the legal entity shall be jointly and severally subject to this Agreement. If you no longer remain a duly

authorized representative of the legal entity, you shall be responsible to immediately inform SFC , in which case the legal entity shall remain subject to the Agreement, and the legal entity shall contemporaneously proceed to inform SFC of the new authorized representative. Until a new authorized representative has been notified to SFC, you shall remain responsible as aforesaid. SFC shall not be held liable should a person without the necessary power/non properly authorized person enter into this Agreement for and on behalf of a legal entity.

2.3 We reserve the right for us, our contractors or our employees, to access your Account and the information that you have provided but only for support, maintenance and servicing purposes or for any security-related, technical or billing reasons. Also, by sending us a support request, you grant us your prior consent to access your Account with the sole purpose of answering your request and/or solving the issue you're facing.

2.4 It is your responsibility to protect your personal data and maintain the confidentiality of your user information and passwords. You are also responsible for promptly notifying SFC of any unauthorized use of your account, or breach of your account information or password. To the extent that such loss has not been caused due to gross negligence, willful misconduct, fraud or bad faith by, SFC will not be liable for any loss that you may incur because of someone else using your username or password, either with or without your knowledge. To the extent allowable by the Applicable Law, you shall be liable for any expenses, including but not limited applicable usage charges and fines, fees, civil judgments, and reasonable attorney's fees for your intentional or negligent failure to safeguard user and password information and/or promptly notifying SFC about any unauthorized use of your account or breach of your account information or password.

2.5 If you are (i) a parent company owning a majority shareholding (51% or higher) in a subsidiary company or (ii) other legal entity or a subsidiary company or other legal entity, owned by a parent company owning a majority shareholding (51% or higher) and wish to extend this Agreement to either your parent company or your subsidiaries, as the case may be, you can do so but bear in mind that such parent company or subsidiaries shall be governed by the terms and conditions set forth in this Agreement.

2.6 Your parent company or subsidiary(ies), as the case may be, shall be deemed to be a Third-Party beneficiary of this Agreement with the same rights and obligations attributed to you and SFC under this Agreement and shall take on all responsibilities and obligations as if such parent company or subsidiary, as the case may be, were you.

### **3. Extent of Services**

3.1 The extent of the Service(s) to which you may have access may be dependent on the relevant Subscription Plan.

3.2 Updates and Functionalities. You acknowledge that from time-to-time SFC may apply Updates (as defined below) to the Service and that such Updates may result in changes in the appearance and/or functionality of the Service (including the addition, modification, or removal of functionality, features, or content). SFC shall provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Service (collectively, the "Updates"). You acknowledge that the Service interoperates with several Supported Platforms, and that the Service provided is highly dependent on the availability of such Supported Platforms. If at any time any Supported Platforms cease to make some or all of their features available to SFC may cease to provide such features to you without entitling you to refund, credit, or other compensation.

### **4. Subscription**

4.1 We offer several different Subscription Plans for the Service. The applicable Subscription Term Plan depends on your choice. Your Subscription Plan is selected during your Account registration, and you can change it at any time. Information about our standard Plans can be found on our pricing page ([aim-providers.com](http://aim-providers.com)). All fees quoted on our Site are exclusive of VAT or any other Taxes that may be applicable in your jurisdiction. You may upgrade or downgrade your Subscription at any time during your Subscription Term, upon which we will apply the respective fees on a pro-rata basis.

4.2 Following your current Subscription Term, we reserve the right to amend the Subscription Plans and/or Subscription Term at any time or introduce new fees and/or subscription levels or charges. We will provide you with thirty (30) calendar days' written notice in advance during which you will have the right to unsubscribe from, or change your current Subscription Plan, should you not agree with these amendments.

## **5. Subscription Term and Renewal**

5.1 Renewal Term. Unless you actively cancel your Subscription Plan before your Subscription Term (or any subsequent Renewal Term), you will be enrolled into an automatic renewing cycle for the same term at the conclusion of the Subscription Term (the "Renewal Term"). This applies to all Subscription Plans involving payment and works the same for both monthly and annual renewals.

5.2 We do not provide any refunds, No deposits all sales are final refund policy for further information: <https://goldclubhosting.com>

## **6. Termination**

6.1 You may terminate this Agreement at any time by requesting your account to be deactivated and deleted

6.2 Either party may terminate this Agreement, as of right and without fees or penalties.

- Non-payment for these Services;
- Any violation of Applicable Law or Local Applicable Law;
- Failure to comply with Clause 25.2 "Acceptable Use";
- Failure to comply with Clause 25.4 "Faire Use";
- Unavailability of Services for a period exceeding three (3) consecutive days.

6.3 In the event this Agreement is terminated for cause by you due to our uncured material breach, you shall be entitled to a pro rata refund of all fees previously advanced to us from the effective date of the termination through the end of the Subscription Term.

6.4 Your obligation to pay accrued charges and fees accrued up to the date of termination, shall survive any termination of this Agreement. In the event of any termination of this Agreement, the limitations on your use of the Service as set forth in Clause 7 "Limited Licenses" and our warranties as set forth in Clause 10 "Warranties" shall survive such termination.

6.5 Upon expiration of the Subscription Term, or termination, your Subscription Plan shall immediately terminate.

## **7. Limited Licences**

Subject to this Agreement, SFC grants you a limited, revocable, non-exclusive, non-transferable and non-assignable license to use the Service as a software as a service (SaaS) solution for enterprise, and commercial use subject to the other terms of this Agreement. You hereby agree not to resell any part of the Service. You shall not transfer, lease, sub-license, modify, reverse engineer, decompile or disassemble the Site and/or any part of the Service. You shall not copy, adapt, alter, modify, translate, or create derivative works of the Service without prior written authorization of SFC . You represent and warrant that you shall not use the Service for illegal purposes or for the transmission of information that may be classified as unlawful, libelous, abusive, obscene or that infringes any rights, including Intellectual Property Rights of Third Parties. You shall not permit Third Parties to use the Service, with the exception of Clauses 2.5 "Account Registration" and 2.6 "Access and disclosure" above, including but not limited to shared use via a network connection, except under the terms of this Agreement. In order to protect the Intellectual Property Rights to the Service, you shall not circumvent or disable any technological features or measures in the Service. You shall not use the Service, including in conjunction with, any device, program, or service designed to circumvent any deployed technological measures, in an attempt to control access to, or the rights in, a content file or other work protected by Intellectual Property Rights laws. Any such forbidden use shall constitute a material breach of this Agreement and shall prompt us, at our own discretion, to immediately terminate your right to access the Service. Any breach of this Clause shall make you liable for damages suffered by SFC.



## 8. Proprietary Rights

8.1 Except as otherwise stated herein, all rights, titles and interest in the Site and/or the Service and any content contained therein is the exclusive property of SFC, except as otherwise stated herein. Unless otherwise specified, the Service is for you and your Authorized User(s) limited use only and if you copy or download any information from this Site and/or Service, you agree that you shall not remove or obscure any copyright or other notices or legends contained in any such information.

8.2 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any information, software, products or service obtained from the Site and/or the Service, except for the purposes expressly provided herein, without SFC prior written approval.

8.3 Except for those Intellectual Property Rights that are already owned, registered or vested in your name, or those Intellectual Property Rights that are created by or for you during the duration of this Agreement, all SFC trademarks, trade names, service marks, logos and other Intellectual Property Rights in and to the Site and Service are proprietary to SFC. Your use of any marks on the Site and Service in any manner other than as authorized in this Agreement, or as authorized in writing by SFC, shall be strictly prohibited.

8.4 In the course of performing the Service, SFC will have access to some of your Data. All rights, title and interest in the Data is your exclusive property.

8.5 SFC shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any of your Data belonging to you, except for the purposes of the provision of performing the Service expressly provided for herein, without any further prior need of approval or consent from you.

8.6 For the avoidance of doubt, SFC will keep your Data confidential and maintain your Confidential Information in the strictest of confidence. In this respect, SFC will not disclose or permit disclosure of your Data to any

unauthorized person and will only make such limited use as strictly necessary for SFC to perform the Service. For the avoidance of doubt, all such rights to SFC to use your Data shall be granted solely for the duration of this Agreement and in accordance with our Privacy Policy

8.7 You acknowledge and agree that SFC may disclose any Data if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any of your content and/or Data violates the rights of Third Parties; or (d) protect the rights, property, or personal safety of SFC, the Site, the Service, its users, and the public. SFC will use its best efforts to notify you in the event such disclosure is requested.

8.8 In the event that you provide SFC with any feedback, suggestions, comments or improvements (collectively, "Feedback") with respect to the Site and/or Service, you hereby grant SFC a non-revocable, sub-licensable and royalty free right and license to make use of, copy, disclose, license, and distribute such Feedback in any manner without any obligations, of whatever kind, towards you. Nothing in this Agreement shall be construed as a limitation on SFC to make use, develop and market any service incorporating the Feedback that you have provided.

For the avoidance of doubt, all such rights to SFC to use your Data shall be granted solely for the duration of this Agreement.

## **9. Confidential Information**

9.1 The Receiving Party shall hold and maintain the Disclosing Party's Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

9.2 The Receiving Party shall ensure restriction of access to Confidential Information to those of its employees, contractors and Third Parties as is commercially and reasonably required to perform its obligations under this Agreement, provided that such persons sign and abide by written nondisclosure restrictions at least as protective as those contained within this Agreement.

9.3 The Receiving Party shall not, without the prior written approval from the Disclosing Party, use the Disclosing Party's Confidential Information for the Receiving Party's own benefit, for publication or disclosure to others, copy or reproduce the Disclosing Party's Confidential Information, or permit the use of the Disclosing Party's Confidential Information by others for their benefit or to the detriment of the Disclosing Party.

9.4 The Receiving Party shall return to the Disclosing Party or destroy any of the Disclosing Party's Confidential Information and all records, notes, and other written, printed, or tangible materials in its possession pertaining to such Confidential Information immediately upon the Disclosing Party's written request.

## **10. Warranties**

SFC warrants and represents to you that:

- a. The Service is provided in accordance with the Applicable Law;
- b. The Intellectual Property Rights in any material provided by SFC as part of the Service, do not, to the best of SFC knowledge, infringe any Third Party Intellectual Property Rights when used in accordance with this Agreement;
- c. SFC will only use your Data in accordance with this Agreement; and
- d. SFC represents and warrants to you that it has all necessary rights and authority to enter into the Agreement to perform the Service.

## **11. Limitations**

11.1 In no event shall SFC, its owners, suppliers or any of their respective owners, directors, employees, contractors and/or agents be liable to you or any Third Party for any indirect, special, exemplary, punitive or other consequential or incidental damages (including but not limited to any lost profits or revenue, interruption, loss of programs or other information or any other pecuniary loss) arising from (i) your use of or access to the Service, or any content, products or services distributed on or provided through the Site and/or Service, (ii) for any failure or interruption of the transmission networks leading to a suspension of the Site and/or the Service.

11.2 In any event, and without prejudice to the above, SFC total maximum aggregate liability under this Agreement, or in respect of the use or exploitation of any part or all of the Service, the content or user material in any manner whatsoever shall not exceed the amount of the six (6) latest months of your current subscription.

## **12. Data Retention**

12.1 SFC commits to securely storing your Data during your Subscription Term and in accordance with your Subscription Plan's timeframes. All Data exceeding the stated timeframe will be routinely and permanently deleted from our systems.

12.2 You expressly acknowledge and accept that SFC does not provide any archiving or backup services and may delete Data that is no longer in use and exceeds the timeframes stipulated in the applicable Subscription Plan. SFC expressly disclaims all obligations with respect to archiving, storage and backup of Data.

## **13. Assumption of Risk**

13.1 You use the Internet solely at your own risk and are subject to all Local Applicable Laws. While SFC has used reasonable efforts to create a secure and reliable Site and Service, SFC is not responsible for the security of any information outside of its reasonable control. SFC shall have no liability for interruptions or omissions in Internet, network or hosting services. You assume the sole and complete risk of using the Site and the Service.

13.2 You hereby declare that you are aware that as a result of the global nature of the Internet and World Wide Web, the Site and/or Service are available online and may generally be accessible from anywhere in the world at any time. Access to the Site and/or Service may not be legal by certain persons or in certain jurisdictions. Access to and use of the Site and/or the Service are at your own risk and you shall be responsible for compliance with Local Applicable Laws. You agree to comply with all Local Applicable Laws regarding online conduct and acceptable content in any generated content.

## **14. Links**

The Site and/or Service may include links to certain websites, materials, or content developed by Third Parties. SFC has not reviewed all of the sites linked to its Site and/or Service and shall not be responsible for the contents of any such Third-Party material. The inclusion of any link does not imply endorsement by SFC of such material, and SFC shall not be responsible for any links contained therein. Use of any such linked material shall be at your own risk. SFC reserves the right, in its sole and absolute discretion, to discontinue links to any other material at any time and for any reason.

## **15. Advertising**

Unless you specifically withdraw your consent to this clause by sending an email at [ADMIN@GOLDCLUBHOSTING.COM](mailto:ADMIN@GOLDCLUBHOSTING.COM), you hereby acknowledge and consent to SFC making use of any of your marks, logos and trade names to identify you as SFC customer on SFC Site and/or Service, in addition to any other marketing material. You can withdraw your consent according to this clause at any time.

## **16. Enforcing Security**

Actual or attempted unauthorized use of any of the Site and/or Service may result in the institution by us of criminal and/or civil prosecution. For your protection, we reserve the right to view, monitor, and record activity on the Site and/or Service without notice or further permission from you to the fullest extent permitted by Applicable Law, and only in accordance with this Agreement. This right extends to our review of tracking activity and details pertaining to claimed violations by you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on any of the Site and/or Service.

## **17. Severability**

If any provision of this Agreement is found, by any court having competent jurisdiction, to be unenforceable, that provision shall be enforced to the maximum extent possible to affect the original content of the parties, and the remainder of this Agreement shall otherwise remain in effect to the maximum extent possible.

## **18. Indemnification**

18.1 Our Indemnification Obligations: we agree to indemnify, defend, and hold you harmless, including any of your subsidiaries, employees, and shareholders, from and against any claims brought by Third Parties arising from or relating to our violation of a Third Party's Intellectual Property Rights directly arising out of your use of the Service in accordance with the terms of this Agreement. Notwithstanding the foregoing, we shall have no indemnification obligation with respect to any claims (i) arising out or related to your Data (ii) to your violation of any Local Applicable Laws; (iii) your violation, whether alleged or actual, of any Third-Party rights, including but not limited to data protection and privacy rights.

18.2 Your Indemnification Obligations: you shall indemnify, hold harmless and defend SFC , including any of its subsidiaries, employees, and shareholders("SFC Indemnified Parties"), , from any Third Party liabilities, claims, costs, expenses, obligations, losses or damages, excluding indirect damages and consequential loss that may arise from (i) your unauthorized use of any material obtained through the Site and Service; (ii) your use and access to the Site and Service which is not in accordance with this Agreement; and (iii) your violation, whether alleged or actual, of any Third Party rights.

18.3 Indemnification Procedures: The parties' respective indemnification obligations above are conditioned on: (a) the indemnified party will give the indemnifying party prompt written notice of the Third Party claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the indemnifying party is prejudiced by the delay or failure; (b) the indemnifying party shall have full and complete control over the defense and settlement of the Third Party claim; (c) the relevant indemnified

party shall provide assistance in connection with the defense and settlement of the Third Party claim (provided that the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the indemnified party); and (d) the indemnified party will comply with any settlement or court order made in connection with the Third Party claim. The indemnifying party will indemnify the indemnified parties against: (i) all damages, costs, and reasonable attorneys' fees finally awarded against any of them with respect to any claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Third Party claim (other than attorneys' fees and costs incurred without the indemnifying party's consent after it has accepted defense of such claim); and (iii) all amounts that the indemnifying party agreed to pay to any third party in settlement of any Third Party claims arising under this Clause and settled by the indemnifying party or with its approval.

18.4 Infringement Remedy: If you are enjoined or otherwise prohibited from using any of the Service or a portion thereof based on a Third Party Intellectual Property Rights infringement claim covered by our indemnification obligations under this Agreement, then we will, at our sole expense and option, either: (a) obtain for you the right to use the allegedly infringing portions of the Service; (b) modify the allegedly infringing portions of the Service so as to render them non-infringing without substantially diminishing or impairing their functionality; or replace the allegedly infringing portions of the Service with non-infringing items of substantially similar functionality. If we determine that the foregoing remedies are not commercially reasonable, then we will promptly provide a prorated refund to you for any prepaid fees received by us under this Agreement that correspond to the unused portion of the Subscription Term. The remedy set out in this Clause is your sole and exclusive remedy for any actual or alleged infringement by us of any Third-Party Intellectual Property Rights in the event that you are enjoined or otherwise prohibited from using any of the Service or a portion thereof based on a claim covered by our indemnification obligations under this Clause.

18.5 You shall be solely responsible with respect to defending any such claims, and for the payment of losses, costs, damages or expenses resulting from the

foregoing to both a Third Party and to SFC in connection therewith. You shall not, without the prior express written approval of SFC, attempt to, or settle, dispose or enter into any proposed settlement or resolution of any claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for SFC. Provided that this clause shall survive termination of this Agreement, however occurred, and termination of your access and/or use of the Site or Service.

## **19. Governing Law and Dispute Resolution**

This Agreement is governed by and construed in accordance with the laws of USA. The parties agree that any dispute or claim arising out of or in connection with this Agreement or its subject-matter, shall be subject to the exclusive jurisdiction of the USA Court of Appeal. SFC shall retain the right, at its option and for its exclusive benefit, to institute proceedings regarding or relating to your use of the Site and Service in the Courts of law of the country in which you reside.

## **20. Waiver of Jury Trial**

You and SFC waive their rights (if applicable) to a trial by jury relating to all claims and causes of action (including counterclaims) related to or arising out of this Agreement. This waiver shall also apply to any subsequent amendments or modifications to this Agreement.

## **21. No Class Actions**

All claims between the parties, including parent companies and subsidiaries as mentioned in this Agreement, related to this Agreement will be litigated individually and you will not consolidate or seek class treatment for any claim with respect to the Service.

## **22. Waiver of Compliance of this Agreement**

22.1 Our failure to enforce, at any time, any of the provisions, conditions or requirements of the Agreement, or the failure to require, at any time, performance by you of any of the provisions of the Agreement, shall in no way



waive your obligation to comply with any of the provisions of the Agreement or our ability to enforce each and every such provision as written.

22.2 Any and all waivers by either party hereto of any provision, condition or requirement of the Agreement will only be effective against the other party if it is in writing and signed by an authorized officer of that party, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

### **23. Assignment and Delegation**

Subject to the obtaining of our prior consent in writing, you may assign or delegate any of the rights or obligations arising under the Agreement. Any purported assignment and delegation shall be ineffective if our prior written consent has not been obtained. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you

.

### **24. Relationship of the parties**

Subject to the contrary set forth herein, nothing contained in this Agreement shall be interpreted or construed to create a partnership, agency, single employer, joint employer or any other type of employment relationship between the parties hereto, or to impose liability attributable to such relationship upon either party. Neither party will have any right, power or authority to enter into any agreement on behalf of, to incur any obligation or liability of, or to otherwise bind the other party.

### **25. Customer Responsibilities**

25.1 You are solely responsible for the Customer Content that you or Authorized Users upload, publish, display, link to, or otherwise make available via the Service, and you agree that SFC is only acting as a passive conduit for the online distribution and publication of the Customer Content and the online display of Mentions. SFC will not review, share, distribute, or reference any Customer Content or Mentions except as provided herein, as provided in SFC Privacy Policy, or as may be required by Local Applicable Law.

Notwithstanding the foregoing, SFC retains the authority to remove any

Customer Content uploaded that it deems in violation of this Agreement, at its sole discretion.

25.2 Acceptable Use. You shall (i) be responsible for you and your Authorized Users' compliance with this Agreement, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer Content and of the means by which you acquired or generated Customer Content; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, including keeping you password and user name confidential and not permitting any third party to access or use your user name, password, or account for the Service; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Service; (v) promptly notify SFC if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any Authorized User's) user name, password, or account; (vi) use the Service only in accordance with applicable laws and government regulations; (vii) comply in all respects with all the terms of service of the Supported Platforms, such as:

a. promptly notifies SFC if you become aware of or reasonably suspect any security breach;

b. use the Service only in accordance with Local Applicable Laws and government regulations;

- the YouTube Terms of Service published at [www.youtube.com/t/terms](http://www.youtube.com/t/terms)
- the Facebook Terms of Service published at <https://www.facebook.com/terms.php> and [https://www.facebook.com/page\\_guidelines.php](https://www.facebook.com/page_guidelines.php)
- the Instagram Terms of Service published at <https://help.instagram.com/478745558852511>
- the X (Twitter) Terms of Service published at <https://twitter.com/en/tos>
- the LinkedIn Terms of Service published at <https://www.linkedin.com/legal/user-agreement>
- or any terms of service issued by any Third-Party social network you may manage using the Service.

25.3 Without limiting the foregoing, you that you will not be using the Service to access or use content from X (Twitter) for any unlawful, discriminatory

purposes and/or profiling based on sensitive categories of information prohibited by law (see Section VII.A. User Protection of the X (Twitter) Developer Agreement published at <https://developer.twitter.com/en/developer-terms/agreement>).X (Twitter) Developer Agreement). You must not (a) make the Service available to anyone other than to your Authorized Users; (b) allow more than one individual Authorized User to use a Seat; (c) sell, trade, or otherwise transfer your Seats to another party; (d) use the Service to store or transmit any content, including Customer Content, that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate Third Party Intellectual Property Rights, privacy, rights of publicity, or other Local Applicable Laws, or send spam or other unsolicited messages in violation of Local Applicable Laws; (e) upload to, or transmit from, the Service any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (f) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Service, any Third-Party's use of the Service, or any Third-Party data contained therein (except to the extent such restrictions are prohibited by Local Applicable Laws); (g) access the Service in order to build a competitive product or service or copy any ideas, features, functions, or graphSFC of the Service; (h) attempt to gain unauthorized access to the Service or its related systems or networks; or (i) authorize, permit, or encourage any Third Party to do any of the above.

25.4 Fair Use Policy. SFC may suspend your access to the Service for abusive practices that degrade the performance of the Service for you and/or other customers of SFC. SFC may also suspend your access to the Service if the activity of any of your social profiles is beyond acceptable limits and may degrade the performance of the Service for you and/or other customers of SFC . What is "beyond acceptable limits" is based on reasonable standard and on the impact of the concerned activity on SFC technical infrastructure and Services.

25.5 You understand that by using the Service, you may be exposed to Third Party content, information, and mentions that might be unlawful, offensive, harmful, inaccurate or otherwise inappropriate. SFC does not own, control, or

review Mentions, and unless Customer creates the content of Mentions, Mentions shall not be considered Customer Content under any circumstances. Mentions may be indecent, offensive, inaccurate, unlawful, or otherwise objectionable. SFC has no obligation to preview, verify, flag, modify, filter, or remove any Mentions, even if requested to do so, although SFC may do so in its sole discretion. Your use of Mentions is at your sole risk and SFC shall not be liable to you or any Third Party in relation to Mentions.

## **26. Survival**

Rights and obligations under this Agreement which by their nature are intended to survive termination, including without limitation the indemnification and liability limitations provisions set forth in this Agreement, shall remain in full effect after termination or expiration of the Agreement.

## **27. Privacy / Data Protection**

27.1 We may process your personal data for the purpose of performing this Agreement. You can refer to our Privacy Policy <https://goldclubhosting.com> for details on our privacy practices.

27.2 By using the Site and the Services, you acknowledge that you may collect information which is considered as being personal information and/or personal information which could be defined as being sensitive, under applicable laws. You acknowledge that you act as a data controller and you shall be solely and exclusively responsible for providing all the necessary controls on your website as well as obtaining any consent, which you might be legally obliged to obtain from your customers.

27.3 By accepting the terms contained within this Agreement, you acknowledge represent and warrant that you shall comply with all Local Applicable Laws, including but not limited to applicable data protection and privacy laws and that you shall indemnify SFC Indemnified parties against any Third Party claims related to violation of such applicable laws in the use of the Service.

27.4 You acknowledge that we act as a data processor in connection with the provision of the Services. Our obligations are set out in our Data Protection Agreement (DPA), attached hereto.

## **28. Custom Terms of Service**

29. If requested, we offer our annual enterprise customers the opportunity to submit suggested changes to our Terms of Service. If you are in the process of subscribing to an annual enterprise plan, let us know you are interested in customized terms by sending an annotated version of the existing Terms of Service showing your proposed changes to

ADMIN@GOLDCLUBHOSTING.COM

We will implement your requested changes or reach out with any questions within seven (7) working days.

### **Disclaimer**

THE MATERIALS CONTAINED ON THE SITE AND SERVICES ARE PROVIDED "AS IS". OTHER THAN FOR THE EXPRESS WARRANTIES CONTAINED IN CLAUSE 10 "WARRANTIES" OF THIS AGREEMENT, AGORAPULSE HEREBY MAKES NO FURTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER VIOLATION OF RIGHTS INFRINGEMENT. FURTHER, AGORAPULSE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS SITE OR SERVICES, OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY THIRD-PARTY SITES OR SERVICES LINKED TO WITHIN THE SITE OR SERVICES OR THAT THE SERVICES WILL BE ERROR-FREE OR PROVIDE CERTAIN RESULTS.