

Terms of Service

Hydra Host, Inc. (“Hydra”) utilizes state-of-the-art security to provide our services to users. You agree to our Terms of Service (“Terms”) by installing or using our services (together, “Services”). Our mission is simple, we want to provide you and your customers and users with the freedom to express your views without the fear of being silenced. It is Hydra’s view that supporting services within the pornography industry or services that promote or facilitate hate speech and illegal activity are not part of our mission.

About our services

- **Minimum Age.** You must be at least 18 years old to use our Services. The minimum age to use our Services without parental approval may be higher in your home country.
- **Account Registration.** To create an account, you must register for our Services using your email. You agree to receive emails (from us or our third-party providers) to register for our Services.
- **Privacy of user data.** Please read our Privacy Policy to understand how we safeguard the information you provide when using our Services. For the purpose of operating our Services, you agree to our data practices as described in our Privacy Policy, as well as the transfer of your information and metadata to the United States and other countries where we have or use facilities, service providers or partners.
- **Software.** In order to enable new features and enhanced functionality, you consent to downloading and installing updates to our Services.
- **Fees and Taxes.** You are responsible for data and mobile carrier fees and taxes associated with the devices on which you use our Services.

Using Hydra

Our Terms and Policies. You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission until we have resolved the matter.

Legal and Acceptable Use. You agree to use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate or infringe the rights of Hydra, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; or (b) involve sending illegal or impermissible communications, or engaging in illegal or impermissible activities.

Harm to Hydra. You must not (or assist others to) access, use, modify, distribute, transfer, or exploit our Services in unauthorized manners, or in ways that harm Hydra, our Services, or systems. For example, you must not (a) gain or try to gain unauthorized access to our Services or systems; (b) disrupt or degrade the integrity or performance of our Services; (c) create accounts for our Services through unauthorized or automated means; (d) collect information about our services or users in any unauthorized manner; or (e) sell, rent, or charge for our Services.

Third-party services. Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. When you use third-party services, their terms and privacy policies govern your use of those services.

Your Rights and License with Hydra

Your Rights. You own the information you submit through our Services. You must have the rights to the phone number you use to sign up for your Hydra account.

Hydra's Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our written permission. To report copyright, trademark, or other intellectual property infringement, please contact legal@hydrahost.com.

Hydra's License to You. Hydra grants you a limited, revocable, non-exclusive, and non-transferable license to use our Services in accordance with these Terms.

Hydra's Data Collection. Hydra may inspect or collect data stored through our Services to optimize systems performance and security provided through the Services. The collected data may be used for purposes including, but not limited to, reliability, security testing, security monitoring, network operations and active defense, personnel misconduct, law enforcement, and counterintelligence investigations. Notwithstanding the above, using this System does not constitute consent to investigative searching or monitoring of the content of privileged systems, communications or work product that are private and confidential.

Copyright Complaints

All content that you use on the Services must comply with U.S. copyright law, depending on jurisdiction. If you are the copyright owner or an agent thereof and believe, in good faith, that any materials currently being used in connection with the

Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) (“DMCA”) by sending the following information in writing to DPI’s designated copyright agent at Legal@hydrahost.com:

- The date of your notification;
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- Information reasonably sufficient to permit Hydra to contact you, such as an address, telephone number, and/or email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

Disclaimers and Limitations

Disclaimers. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE PROVIDE OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. HYDRA DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, “HYDRA PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN

ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

Limitation of liability. THE HYDRA PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE HYDRA PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE HYDRA PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Availability of Our Services. Our Services may be interrupted, including for maintenance, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time.

Indemnification

You will defend, indemnify, and hold harmless Hydra and Hydra Parties from any and all liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) in connection with any third-party claim that any of your use: (i) infringes or misappropriates any third-party intellectual property rights, privacy or publicity rights, or any other rights; or (ii) violates any applicable laws, rules, or regulations. Hydra shall promptly notify you of the claim, provided, however, that failure to provide such notice shall not relieve you of its indemnity obligations unless it is materially prejudiced thereby. You shall have control over the defense of the claim, provided that (i) you do not make any admission of liability on behalf of Hydra or agree to any settlement that imposes a financial burden on Hydra without Hydra's prior written consent; and (ii) Hydra shall have the right to participate in the defense of any such claim, at its own cost, with counsel of its choice.

Resolving Disputes and Ending Terms

Resolving disputes. You agree to resolve any Claim you have with us relating to or arising out of our Terms, us, or our Services exclusively in the United States District Court in the State of Delaware. By agreeing to these Terms, you have waived your right to a jury trial. You also agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes. The laws of the Delaware govern our Terms, as well as any disputes, whether in court or arbitration, which might arise between you, without regard to conflict of law provisions.

Ending these Terms. You may end these Terms with Hydra at any time by discontinuing use of our Services. We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for Hydra. **In such an event, and the matter cannot be resolved, we will duly notify you and will always strive to exit you in a cordial and business-like manner.** The following provisions will survive termination of your relationship with Hydra: “Licenses,” “Disclaimers,” “Limitation of Liability,” “Resolving dispute,” “Availability” and “Ending these Terms,” and “General”.

General

Hydra may update the Terms from time to time. When we update our Terms, we will update the “Last Modified” date associated with the updated Terms. Your continued use of our Services confirms your acceptance of our updated Terms and supersedes any prior Terms. You will comply with all applicable export control and trade sanctions laws. Our Terms cover the entire agreement between you and Hydra regarding our Services. If you do not agree with our Terms, you should stop using our Services. If we fail to enforce any of our Terms, that does not mean we waive the right to enforce them. If any provision of the Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severable from our Terms and shall not affect the enforceability of the remaining provisions. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. If you have specific questions about these Terms, please contact us at legal@hydrahost.com.