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PO Box 81
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Acceptance of Hosting Terms of Service.

Paradux Media Group, LLC (“Paradux Media Group”) provides website and software services to you subject to the following Terms of Service (“TOS”), which may be updated from time to time without notice. You can review the most current version of the TOS any time at: <https://paraduxmedia.com/hosting-terms-of-service>. Paradux Media Group may also offer other services that are governed by different terms of service.

1. **Services.** On an annual basis for the first 12 months, and on a month-to-month basis thereafter, Paradux Media Group will provide web site hosting to Customer and Customer will pay Paradux Media Group the agreed upon price for said services. Failure to pay for said services shall constitute a breach. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Paradux Media Group properties, shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that Paradux Media Group assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.
2. **Termination.** You agree that Paradux Media Group may, in its sole discretion and without prior notice, immediately terminate your account, deny access to any and all associated Content entered by you or related parties, and deny access to the Service for reasons that include, but are not limited to: (a) breaches or violations of the TOS or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Service (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files, and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that Paradux Media shall not be liable to you or any third party for any such termination of your account, any associated email address, or access to the Service.
3. **Indemnity.** You agree to indemnify and hold Paradux Media Group, and their Affiliated Companies, and their officers, agents, employees, partners, and licensors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this TOS, or your violation of any rights of another.
4. **Limitation on Damages.** Paradux Media Group’s liability as outlined herein shall be limited to any amounts paid by Customer to Paradux Media Group for its hosting services.

5. **General Practices Regarding Use and Storage.** You acknowledge that Paradux Media Group may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Paradux Media Group's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Paradux Media Group has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Paradux Media Group reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Paradux Media Group reserves the right to modify these general practices and limits from time to time without notice.
6. **Modifications to Service.** Paradux Media Group reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Paradux Media Group shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service for any reason.
7. **Customer Conduct.** You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Paradux Media Group, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Paradux Media Group does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Paradux Media Group be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a Paradux Media Group official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary rights (“Rights”) of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising or promotional materials, except in those areas (such as shopping) that are designated for such purpose; in no event, however, is junk mail, spam, chain letters, pyramid or Ponzi schemes, or the like allowed;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users’ ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- “stalk” or otherwise harass another; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.
- You acknowledge that Paradux Media Group may or may not pre-screen Content, but that Paradux Media Group and its designees shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Paradux Media Group and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content, including without limitation information in message boards and in all other parts of the Service.

- You acknowledge, consent, and agree that Paradux Media Group may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Paradux Media Group, its principals, employees, associates, affiliates, users, and the public.
 - You understand that the technical processing and transmission of the Service, including your Content, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
 - You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Paradux Media Group and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution, or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.
9. Interstate Nature of Communications. When you register, you acknowledge that in using Paradux Media Group services to send electronic communications you will be causing communications to be sent through Paradux Media Group's computer networks, which are located in various locations in the United States, and portions of which are located abroad. As a result, and also as a result of Paradux Media Group's network architecture, business practices, and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where one is physically located at the time of transmission. Accordingly, by agreeing to this TOS, you acknowledge that use of the service results in interstate and international data transmissions.
10. Special Admonitions for International Use. Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.
11. Attorneys' Fees. In the event of litigation to obtain enforcement of this TOS or to recover damages for breach hereof, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in both the trial and appellate courts from the non-prevailing party.
12. Severability. Should any covenant, condition or other provision contained herein be held invalid, void or illegal by any court of competent jurisdiction, it shall be deemed severable from the remainder of the Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, it shall be deemed valid to the extent of the scope or breadth permitted by law.
13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:
- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PARADUX MEDIA GROUP, AND THEIR OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- PARADUX MEDIA GROUP AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS, MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
 - ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PARADUX MEDIA GROUP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.
 - A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.
14. LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT PARADUX MEDIA GROUP, AND THEIR OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH LOSSES ARE REASONABLY FORESEEABLE OR PARADUX MEDIA GROUP HAS ACTUAL NOTICE OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.
15. EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.
16. Special Admonition for Services Relating To Financial Matters. The Service is provided for informational purposes only, and neither the Service nor the Content included in the Service is intended for trading or investing purposes. Paradux Media Group and its licensors shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

17. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.
18. Notice. Paradux Media Group may provide you with notices, including those regarding changes to the TOS, by email, regular mail, or postings on the webpage: <https://paraduxmedia.com/hosting-terms-of-service/>.
19. Trademark Information. All logos, product, and service names related to these TOS are trademarks of Paradux Media Group (the "Paradux Media Group Marks"). Without Paradux Media Group's prior permission, you agree not to display or use in any manner the Paradux Media Group Marks.
20. Notice And Procedure For Making Claims of Copyright or Intellectual Property Infringement. Paradux Media Group respects the intellectual property of others, and we ask our users to do the same. Paradux Media Group may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be intentional or repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Paradux Media Group's IP agent the following information in a writing signed (either physically or digitally) by the owner of the copyright or other intellectual property interest or a person authorized to act on his or her behalf:
 - a description of the copyrighted work or other intellectual property that you claim has been infringed;
 - a description of where the material that you claim is infringing is located on the site;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
 - a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may give the above notice to Paradux Media Group's IP agent:

By mail:

Paradux Media Group
PO Box 81
Eagle Point, OR 97524

By email:

contact@paraduxmedia.com

21. General Information.

- Entire Agreement. The TOS constitutes the entire agreement between you and Paradux Media Group and governs your use of the Service, superseding any prior agreements between you and Paradux Media Group with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Paradux Media Group services, affiliate services, third-party content, or third-party software.
- Choice of Law and Forum. The TOS and the relationship between you and Paradux Media Group shall be governed by the laws of the State of Oregon without regard to any principles of conflicts of law. You and Paradux Media Group agree to submit to the personal and exclusive jurisdiction of the courts sitting in and for the county of Eagle Point, Oregon.
- Waiver and Severability of Terms. The failure of Paradux Media Group to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.
- Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

22. Violations. Please report any violations of the TOS to contact@paraduxmedia.com.