

## Hilltop Terms of Service

Thank you for choosing Hilltop! As a Hilltop customer, you agree to be bound by the terms of this agreement ("Terms"), which apply to all services provided by Hilltop ("Services") to you, your employees, customers, and assigns ("You").

1. You agree to use our Services for legal purposes only. No illegal content or illegal use of our Services is permitted.
2. You agree not to abuse our Services, and you agree not to use our Services in any way that is abusive to anyone else. Abuse includes using more resources than you have been allotted, or using our Services to hinder the operation of any other entity.
3. You agree to respect intellectual property ownership and obey all intellectual property laws.
4. You agree that Hilltop reserves the right to suspend or terminate any Service(s) at any time, for any reason. You also agree that you may terminate any active Service(s) at any time by providing written notice to Hilltop, or if a secondary agreement is in place, by complying with the Termination section of that agreement. You understand and agree that Hilltop does not provide refunds. You agree to fulfill any/all obligations under any secondary agreement with Hilltop.
5. You agree that our Services are provided "AS-IS": **TO THE FULLEST EXTENT PERMITTED BY LAW, HILLTOP AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** Some states don't allow the disclaimers in this paragraph, so they may not apply to you.
6. You agree to hold harmless and defend Hilltop from any liabilities, damages, and/or losses to which you may be subject. You agree that **TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HILLTOP, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT HILLTOP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO HILLTOP FOR THE PAST 4 MONTHS OF THE SERVICES IN QUESTION.** Some states don't allow the types of limitations in this paragraph, so they may not apply to you.
7. You agree to resolve any dispute with Hilltop through final and binding arbitration, and you agree that all arbitration must be held in Madison County, Kentucky, USA or an agreed-upon location.
8. You agree that Hilltop reserves the right to modify these terms at any time. Modified terms and conditions take effect immediately upon posting to our website. It is your responsibility to ensure you are familiar with our most recent terms and conditions.

*POSTED 12/2/2014*