

EXHIBIT B

[\(/\)](#)[Sign Up \(/sign-up/\)](#)[Sign In \(/login\)](#)

Terms Of Service



No-IP.com is an Internet-based Web site that offers DNS Hosting, dynamic DNS, URL Redirection, email hosting, domain name registration, server monitoring, and software utilities (each a "Service" and collectively "Services").

[Terms of Service \(/legal/tos\)](#)[Privacy Policy \(/legal/privacy\)](#)[Domain Registration Agreement \(/legal/domain-registration-agreement\)](#)[Auto-Renewal & Deletion Policy \(/legal/domain-renew-delete-agreement\)](#)[Domain Transfer Agreement \(/legal/domain-transfer-agreement\)](#)[Registrants' Rights & Responsibilities \(https://www.icann.org/en/resources/registrars/registrar-rights/educational\)](https://www.icann.org/en/resources/registrars/registrar-rights/educational)

1. ACCEPTANCE OF TERMS

No-IP.com is an Internet-based Web site that offers DNS Hosting, dynamic DNS, URL Redirection, email hosting, domain name registration, server monitoring, and software utilities (each a "Service" and collectively "Services"). Vitalwerks Internet Solutions, LLC, doing business as No-IP.com, (hereafter "No-IP.com" or "Vitalwerks"), provides the Services subject to the terms and conditions set forth in this Terms Of Service ("TOS"). By completing the registration process and clicking the "accept" button, you ("Customer") are indicating your agreement to be bound by all of the terms and conditions of the TOS.

2. USE OF CUSTOMER INFORMATION AND PRIVACY POLICY

No personally identifiable information that you provide to No-IP.com or information regarding the manner in which you use No-IP.com will be disclosed by No-IP except as permitted by this TOS. By becoming a subscriber, you agree that No-IP.com may share with other parties both aggregate information and limited individual information gathered during your use of No-IP.com. "Aggregate information" is information that describes the habits, usage patterns and/or demographics of customers as a group but does not indicate the identity of particular customers. "Individual information" is information about a customer presented in a form distinguishable from information relating to other customers but not in a form that enables the recipient to identify any particular customer. See our [Privacy Policy \(/legal/privacy\)](#) for complete information on Vitalwerks' policies regarding customer information.

3. OWNERSHIP OF SITE CONTENT

Vitalwerks and/or its suppliers wholly own all articles, illustrations, programs, services, processes, designs, software, technologies, trademarks, trade names, inventions, and materials comprising No-IP.com.

4. ACCEPTABLE USE

- Customer certifies that he or she is at least 18 years of age.
- Customer is solely responsible for his/her usage of the Services. Each Customer is responsible for ensuring that all authorized users of its system or network are aware of and follow this TOS. Customer's use of the Services is subject to, and Customer agrees to comply with, all applicable local, state, national, and international laws and regulations, including but not limited to (1) U.S. law regarding the transmission of technical data exported from the United States and (2) Internet regulations, policies, and procedures.
- Customer may use the Service for any lawful purpose so long as he or she does not (i) abuse or fraudulently use the Service, (ii) use the Service in a manner that causes interference to or tampers with another subscriber's or authorized user's use of the No-IP Services, or (iii) otherwise use the Service in a manner that violates this TOS. The terms of this TOS apply to any application or use of the Services.
- Customer to use the No-IP Free service for personal use.

Activities That Fall Within The Scope Of C(I), (Ii) Or (Iii) Above Include, But Are Not Limited To, The Following:

- transmitting Unsolicited Commercial Email (UCE)
- transmitting bulk email

- posting bulk Usenet articles
- Denial of Service attacks of any kind
- copyright infringement
- failure to provide legitimate contact information
- misrepresentation of No-IP's services
- reselling or attempting to resell No-IP's services
- unlawful or illegal activities of any kind
- use of web redirects for distributed file sharing software and networks
- pointing No-IP.com hostnames to a public IRC network
- pointing hostnames on No-IP.com owned domains to an IRC server
- causing lossage or creating service degradation for other No-IP Users, whether intentional or inadvertent
- causing or attempting to cause harm to another computer or network
- violating any applicable law or regulation
- utilizing the No-IP Free service under more than one account
- utilizing the No-IP Free or No-IP Enhanced service for commercial use
- search engine spamming
- distributing or promoting adult material utilizing the No-IP Free or No-IP Enhanced services

5. TERMINATION OF SERVICE

No-IP.com may suspend or terminate your account or access rights to Services at any time, without notice, for conduct that No-IP.com reasonably believes violates this TOS or any other applicable policies or guidelines that No-IP.com has posted on the No-IP.com Web site. In addition to restricting or terminating Customer's access to the Service, No-IP may remove any materials that we have reasonable grounds to believe are in violation of the copyright laws of the United States or may be otherwise illegal, may subject us to liability or that violate this TOS. No-IP may also cooperate with legal authorities and/or third parties in the investigation of any suspected criminal activity.

6. INDEMNIFICATION

Customer agrees to hold No-IP.com harmless from any claims, whether brought by Customer or by a third party, and expenses, including reasonable attorney's fees and court costs, related to or arising from Customer's breach or violation of any of the terms of this TOS, or from any information, software or content placed by Customer on a server accessible through a Service.

7. CHOICE OF LAW

This TOS shall be construed and controlled by the laws of the State of Nevada. Any dispute arising from the terms of this TOS or a breach of this TOS will be governed by the laws of Nevada without regard to the conflicts of laws provisions thereof, and shall be brought in a state or federal court in Nevada. Customer agrees to submit to the personal jurisdiction of any of those courts.

8. ENTIRE AGREEMENT

This TOS constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between No-IP.com representatives and Customer. No-IP.com may amend or modify this TOS or impose new conditions at any time upon written notice from No-IP.com to Customer, either by email or by publication on the No-IP.com Web site. Any use of the Service by Customer after such notice shall be deemed to constitute acceptance by Customer of such amendments, modifications or new conditions.

9. NO RESALE OF THIS SERVICE

Customer's right to use the Service is personal to Customer. Customer agrees not to resell the Service without the express consent of No-IP.com.

10. DISCLAIMER OF RESPONSIBILITY FOR THIRD PARTY CONTENT

Vitalwerks assumes no responsibility for the content of any material located on third party servers outside its control, including all servers accessed through a Service. Vitalwerks has no control over Web sites or other material hosted on such external servers. Vitalwerks retains the right, in its sole discretion, to terminate Services pursuant to Section 7 above if a Customer's conduct in hosting such content violates the TOS.

11. LIMITATION OF LIABILITY AND WARRANTY

CUSTOMER AGREES THAT USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. NO-IP.COM'S SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION THE NO-IP.COM SOFTWARE LICENSED TO THE CUSTOMER AND THE RESULTS OBTAINED THROUGH THE SERVICE. SPECIFICALLY, NO-IP.COM DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT NO-IP.COM IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

NEITHER NO-IP.COM NOR ANY OF ITS AGENTS, AFFILIATES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE. CUSTOMER AGREES THAT VITALWERKS INTERNET SOLUTIONS, LLC WILL NOT BE LIABLE FOR ANY LOSS OF OR USE OF CUSTOMER'S DOMAIN NAME, OR FOR INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER VITALWERKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

12. FEES, PAYMENT AND TERM OF SERVICE.

As consideration for the Services you have selected, you agree to pay Vitalwerks the applicable service(s) fees set forth on our Web site at the time of your selection. All fees are due immediately and are non-refundable. Vitalwerks may take all remedies available to collect fees owed. Unless otherwise specified, each Vitalwerks Service is for a one-year term. Any renewal of your Services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal.

13. CUSTOMER DOMAIN MODIFICATIONS

Customer understands that the domain for which a particular Service is purchased may be substituted only once during the term for which the particular Service fee has been paid, and that any additional substitutions will result in a fee being charged. Customer also understands that there is no domain substitution in the case of domain name registration Service. No-IP.com reserves the right to seek remedy in the event of fraudulent payment, chargeback or otherwise uncollectible fees including, but not limited to, suspending all services rendered on said domain name or commencing litigation.

Services

[Managed DNS \(/managed-dns\)](#)
[Managed Mail \(/managed-mail\)](#)
[Domain Registration \(/domains\)](#)
[Server Monitoring \(/server-monitoring\)](#)
[SSL Certificates \(/ssl-certificates\)](#)
[Free DDNS Sign Up \(/sign-up\)](#)

Support

[Knowledgebase \(/support\)](#)
[Getting Started \(/support/knowledgebase/getting-started-with-no-ip-com/\)](#)
[FAQ's \(/support/faq/frequently-asked-questions/\)](#)
[Port Check \(/www.portchecktool.com\)](#)
[Downloads \(/download\)](#)
[Contact Us \(/contact\)](#)

Company

- [About No-IP \(/about\)](#)
- [What is DNS? \(/what-is-dns\)](#)
- [Careers \(/careers\)](#)
- [OEM Partners \(/partners\)](#)
- [Integrate \(/integrate\)](#)
- [Site Map \(/site-map\)](#)

Stay Connected

[Blog Posts & News \({\\$URL.BLOG_INDEX}\)](#)

[RSS Feed \(http://feeds.feedburner.com/No-ip-TheDnsServiceProvider\)](http://feeds.feedburner.com/No-ip-TheDnsServiceProvider)

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[Follow](#) 10.2K followers

<http://www.noip.com/feeds/posts/default?alt=rss>

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