

Acceptable Use Policy

This Acceptable Use Policy (the "Agreement") sets forth the terms and conditions of Your Use of hosting and related services ("Services"). In this Agreement "You" and "Your" refer to You, as the user of Our Services, or any agent, employee, servant or person authorized to act on Your behalf. "We", "us" and "our" refer to Trone Hosting, LLC ("Trone Hosting"). This Agreement explains Our obligations to You, and explains Your obligations to Us for services offered by Trone Hosting. When You Use Your account or permit someone else to Use it to purchase or otherwise acquire access to Trone Hosting services or to cancel Your Trone Hosting services (even if We were not notified of such authorization), this Agreement covers such service or actions. Trone Hosting's [Terms of Service](#) agreement is incorporated herein by reference and is applicable to all Services under this Acceptable Use Policy.

1. Sharing of Information.

As a condition of purchasing and using hosting plans, You acknowledge and agree that Trone Hosting may provide information that You provide through optional, voluntary submissions, to our partners, as may be necessary to provide You with the services You have selected. Under no circumstances does Trone Hosting divulge any information about an individual user to a third party. Further information regarding the nature of information shared by Trone Hosting can be obtained by reviewing the [Privacy Policy](#). You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries.

2. User Obligations.

You represent and warrant to Trone Hosting that: Your content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your account content and all proprietary or intellectual

property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your server account. You also represent and warrant that the server content being hosted by Trone Hosting shall not be used in connection with any illegal activity.

You expressly (i) grant to Trone Hosting permission to cache the entirety of the content that is submitted, stored, distributed or disseminated by you via the Services and your website, including content supplied by third parties, hosted by Trone Hosting under this agreement; and (ii) agree that such caching is not an infringement on any of your intellectual property rights or any third party's intellectual property rights.

3. Network Interruptions.

Trone Hosting will use its best efforts to maintain a full time Internet presence for Your account. You hereby acknowledge that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Trone Hosting be liable to You for any damages resulting from or related to any failure or delay of Trone Hosting in providing access to the Internet under this Agreement. In no event shall Trone Hosting be liable to You for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Trone Hosting under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive the termination of this Agreement.

4. Accounts.

This Agreement applies to all accounts, sub-accounts, and alternative account names associated with Your principal account. You are responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Trone Hosting account may not be transferred without prior written approval from Trone Hosting.

5. Payment Terms:

- Trone Hosting may temporarily deny service or terminate this Agreement upon Your failure to pay charges when they become due. Such termination or denial will not relieve You of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
- If Your account becomes overdue, the account will be suspended. And it won't be reactivated until the outstanding balance is paid in full. If outstanding balance is not paid by You within 30 days after Your hosting account's billing date for shared hosting accounts and within 7 days for VPS and dedicated servers, Trone Hosting reserves the right to terminate Your services for non-payment.
- If an account is found to be in violation of the **Terms of Service**, it may be terminated immediately, and all payments forfeited.
- For closed accounts there is a \$50.00 per incident charge for all inquiries regarding previous services and or support.
- Backups of new/changed data are made weekly for shared and reseller servers. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. If loss of data occurs due to an error of Trone Hosting, We will attempt to recover the data for no charge to the client. If data loss occurs due to negligence of a client in securing their account or by an action of the client, Trone Hosting will attempt to recover the data from the most recent archive for a \$150.00 fee.
- Hosting plans will be renewed via automatic renewal option with a designated credit card only. Automatic renewal option must be enabled prior to the renewal date. In the event the auto-renew option is disabled, the Subscription will be cancelled on the renewal date and Your server content will be permanently deleted. In the event the auto-renew option is enabled, but the attempt to automatically renew Your Subscription failed as a result of a decline of Your credit card, Hosting will be suspended and the email notification will be sent to You accordingly. Trone Hosting will try to charge Your credit card for an additional 4 days after the billing date, once a day. After five consecutive failed attempts to renew Hosting, the server will be cancelled and Your server content will be permanently deleted. In the

event You order any additional services or licenses to Your Hosting, Your designated Credit Card will be charged for the prorated amount for the current billing period.

6. Prohibited Activities.

By using any Services, provided by Trone Hosting You agree:

- not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- not to transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing.
- not to make any illegal communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum.
- not to make, attempt or allow any unauthorized access to Trone Hosting website, servers, your own hosting account or the account of any other customers of Trone Hosting.
- not to allow any remote code execution of malicious software through the hosting account provided by Trone Hosting.
- not to cause denial of service attacks, port scans or other endangering and invasive procedures against Trone Hosting servers and facilities or the servers and facilities of other network hosts or Internet users.
- not to forge the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the User.
- not to use Trone Hosting services to host any website, other content, links or advertisements of websites that: infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party information; contain nudity, pornography or other content deemed adult related; profess hatred for particular social, ethnical, religious or other group; contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property; contain warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent

trackers, torrent Portals or similar software; violent or encouraging violence.

- not to upload unacceptable material which includes: IRC bots, warez, image, file storage, mirror, or banner-ad services, topsites, streaming, Escrow, High-Yield Interest Programs (HYIP) or related sites, investment sites (FOREX, E-Gold Exchange, etc), cryptocurrency miners, sale of any controlled substances without providing proof of appropriate permit(s) in advance, AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacking focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts.
- not to engage in or to instigate actions that cause harm to Trone Hosting or other customers. Such actions include, but are not limited to, actions resulting in blacklisting any of Our IPs by the any online spam database, actions resulting in DDOS attacks for any servers, etc. Trone Hosting reserves the right to refuse service to anyone upon Our discretion. Any material that in Trone Hosting judgment, is either obscene or threatening is strictly prohibited and will be removed from Trone Hosting servers immediately with or without prior notice and may lead to possible warning, suspension or immediate account termination with no refund. You agree that We have the sole right to decide what constitutes a violation of the acceptable policy use described above as well as what is the appropriate severity of any corrective action to be applied. In the event that a violation of Our Acceptable Use Policy is found, Trone Hosting will take corrective action upon our own discretion and will notify You. Trone Hosting decision in such case is binding and final, and cannot be a subject of a further change. Trone Hosting cannot and shall not be liable for any loss or damage arising from Our measures against actions causing harm to Trone Hosting or any other third party. We have the right to terminate each and any hosting account that has been suspended for any reason for more than 14 calendar days after the suspension date, unless You has taken corrective measures to remove the initial suspension threat or violation. Any backup copies of the hosting account will be

permanently deleted upon termination and no refund will be due. Trone Hosting will not be liable for any loss or damages in such cases.

- not to violate the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promote, encourage or engage in the sale or distribution of prescription medication without a valid prescription.

At its discretion, Trone Hosting reserves the right to investigate the use of its services for violations of its policies. This includes all hosting packages and services. Trone Hosting further reserves the right to remove any content we determine to be prohibited by this agreement or our [Terms of Service](#). No backups will be kept of removed content.

7. Email and Anti-spam Policy.

You must comply with the CAN-SPAM Act of 2003 and all current and relevant regulations and legislation on bulk and commercial email. You are prohibited from sending mass unsolicited email messages. All emails sent to recipients who have not Confirmed Opt-In or Closed-Loop Opt-In into mailings from You will be considered as unsolicited email messages. You, using and sending mass mailings must, at all times, maintain complete and accurate records of all consents and opt-ins and upon request provide said records to Trone Hosting. In the event that You cannot provide actual and verifiable proof of such consents and opt-ins, We will consider the mass mailing to be unsolicited. Trone Hosting prohibits the following activities listed without limitation hereunder:

- Usage of the Trone Hosting network and systems to receive replies to unsolicited mass e-mail messages.
- Forgery of e-mail headers (i.e. "spoofing").
- Spamming using third-party proxy, aggregation of proxy lists, or proxy mailing software installation.
- Configuring a mail server to accept and process third-party emails for sending with no user identification and/or authentication.
- Hosting web pages advertised via "spam e-mail" sent from another network ("spamvertising").

- Hosting any web pages or providing any services that support spam.
- Using weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, usenet posts, pop-ups, instant messages or text/SMS messages for sending, posting or transmitting unsolicited bulk messages.
- Advocating any activities, prohibited by the Acceptable Use Section of this Agreement.
- If we determine that you have deliberately or recklessly used our hosting services for the sending of SPAM e-mail messages, we reserve the right to assess a \$500 charge upon your account, which shall serve to compensate us for increased administration costs and expenses of redressing SPAM-related activity. You agree that in the event we determine that you have deliberately or recklessly engaged in SPAM activity, we may assess the fee entirely at our discretion. The fee will be charged to your account, in accordance with the payment information submitted by you as part of your acquisition of our services. You further agree that in the event we determine that you have deliberately or recklessly engaged in SPAM activity we may share information regarding your activities, including but not limited to your identity, with the various anti-SPAM organizations and/or blacklists.

We take all SPAM issues extremely seriously and will take redress such activity whenever we deem necessary.

8. Storage and Security.

At all times, You shall bear full risk of loss and damage to Your server and all of Your server content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You acknowledge and agree that You are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the server or any of Your server content displayed, linked, transmitted through or stored on the server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your server content; (ii) maintain independent archival and backup copies of Your server content; (iii) ensure the security, confidentiality and integrity of Your server content transmitted through or stored on Trone Hosting servers; and (iv) ensure the confidentiality of Your password. Trone Hosting services are not

intended to be used for data backup or archiving purposes. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of hosting services without prior notice. We reserve the right to delete Your archives if they affect Our overall server performance and Trone Hosting shall have no liability to You or any other person for loss, damage or destruction of any of Your content. The services offered by Trone Hosting are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be utilized as such without further compliance activity. Trone Hosting shall have no liability to You or any other person for Your use of Trone Hosting products and/or services in violation of these terms.

9. Transfer of Content.

In the event You terminate this Agreement or Your use of Trone Hosting products and/or services, We will provide You with a backup of your content.

10. Third-Party Software.

Trone Hosting provides some third-party software to You for easier account management including, but is not limited to cPanel, Softaculous, etc. Such software is provided on an as is as available basis. We do not guarantee that any specific results can be obtained by using such software. Trone Hosting does not take responsibility for any faults in such software functioning.

You can add and use third-party software on Your account only if it is compatible with Our servers and is approved by Trone Hosting. Your use of any third party software is at Your own risk. Trone Hosting cannot be responsible for any third party software performance and provides no guarantees that its use will result in any particular outcome or result. Trone Hosting will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with Your use of third party software or products.

You are solely responsible for any license and other fees required by the software providers, for using any third-party software installed on Your account apart from the initial account setup.

11. Trone Hosting Reservation of Rights.

Trone Hosting explicitly reserves the right and sole discretion to: (i) modify its pricing, if desired by Trone Hosting; (ii) establish limits and guidelines concerning the use of Trone Hosting services and/or products; (iii) terminate Your use of Trone Hosting services and/or products for use of Trone Hosting services and/or products to unnecessarily or illegally harass Trone Hosting or third parties, non-payment of fees for Trone Hosting services and/or products, activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties, activities prohibited by the laws of the United States and/or foreign territories in which You conduct business, activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography, activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable in the sole opinion of Trone Hosting, activities designed to impersonate the identity of a third party, activities designed to harm minors in any way, and other activities whether lawful or unlawful that Trone Hosting determines, in its sole discretion, to be harmful to its other customers, operations, or reputation; (iv) terminate Your use of Trone Hosting services and/or products if Your use of Trone Hosting services and/or products may results in, results in, or is the subject of, legal action or threatened or proposed legal action, against Trone Hosting or any of its affiliates or partners, without consideration for whether such legal action or threatened or proposed legal action is eventually determined to be with or without merit; and (v) terminate Your use of Trone Hosting services and/or products at any time and for any reason if deemed reasonably necessary by Trone Hosting. Trone Hosting has no obligation to monitor Your use of Trone Hosting services and/or products, but reserves the right in its sole discretion to do so.

Right of Refusal. Trone Hosting has the right to refuse services to anyone at Our discretion.

12. Limitation of Liability; Waiver and Release.

The services offered by Trone Hosting are being provided on an "AS IS" and Trone Hosting expressly disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of

merchantability or fitness for a particular purpose, and non-infringement, to the fullest extent permitted or authorized by law. Without limitation of the foregoing, Trone Hosting expressly does not warrant that Trone Hosting services and/or products will meet Your requirements, function as intended, or that the use of the provided Services will meet Your requirements, function as intended, or that the use of the provided Services will be uninterrupted or error free. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by you from Trone Hosting shall create any warranty not expressly made herein. You agree that Trone Hosting will not be liable for any (i) suspension or loss of the Services, except to the limited extent that a remedy is provided under this Agreement; (ii) interruption of business; (iii) access delays or access interruptions to the website(s) provided through or by the Services; (iv) loss or liability resulting from acts of god; (v) data non-delivery, mis-delivery, corruption, destruction or other modification; (vi) events beyond the control of Trone Hosting; (vii) the processing of Your application for Services; or (viii) loss or liability resulting from the unauthorized use or misuse of Your account identifier or password.

Information obtained by you from the internet may be inaccurate, offensive or in some cases illegal. Trone Hosting has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Services of obtain from the Internet. You agree that Trone Hosting has no obligation to back-up any data related to your website unless Trone Hosting expressly agrees otherwise in writing or has expressly stated so on the website.

13. Indemnification.

Last updated January 1, 2022

Accordingly, You for Yourself and all of Your heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge Trone Hosting and all affiliates of Trone Hosting, and all officers, agents, employees, and representatives of Trone Hosting, and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the Services and Your acquisition and use thereof, including, but not limited to, the provision of the Trone Hosting products and/or services by Trone Hosting and its agents and employees. Further, You agree to defend, indemnify and hold harmless Trone Hosting and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of (i) any breach of any representation or warranty provided in this Agreement, or as provided by Trone Hosting's AUP or any other agreement that has been incorporated by reference herein; (ii) the Services or your use of the Services, including without limitation infringement or dilution by You or by another using the Services from Your computer; (iii) any intellectual property or other proprietary right of any person or entity; (iv) any information or data You supplied to Trone Hosting, including, without limitation, any misrepresentation in Your application, if applicable; (v) the inclusion of metatags or other elements in any website created for you or by you via the Services; (vi) any information, material, or services available on your Trone Hosting hosted website; or (vii), any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets.

This indemnification is in addition to any indemnification required of You elsewhere. Should Trone Hosting be notified of a pending law suit, or receive notice of the filing of a law suit, Trone Hosting may seek a written confirmation from You concerning Your obligation to defend, indemnify

Trone Hosting. Such written confirmation may include the posting of performance bonds or other guarantees. Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Trone Hosting shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Trone Hosting of any such claim promptly in writing and to allow Trone Hosting to control the proceedings. You agree to cooperate fully with Trone Hosting during such proceedings. The terms of this section will survive any termination or cancellation of this Agreement.

14. Trademark or Copyright Claims.

Trone Hosting is a service provider and respects the copyrights and other intellectual property rights of others [and herein incorporates its Copyright Infringement Policy]. To the extent Trone Hosting receives a proper notice of infringement of copyright, trademark or other intellectual property, Trone Hosting reserves the right to access, preserve and disclose to third parties any of Your information or data (including personally identifiable information and private communications) related to a written complaint of infringement if Trone Hosting believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

Trone Hosting expressly reserves the right to terminate in appropriate circumstances an account or the access rights of a subscriber for repeated copyright infringement. Trone Hosting also reserve the right to terminate an account or subscriber for even one instance of infringement.

Proper notice of infringement shall include the following information in writing to Trone Hosting's designated agent:

- the electronic or physical signature of the rights holder or the person authorized to act on behalf of that person;
- identification of the work that has been infringed;
- an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Trone Hosting to locate the material (for example, by providing a URL to the material); or, if

applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit Trone Hosting to locate that reference or link;

- Your name, 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 rights holder, its agent, or the law; and
- a statement that the information in Your notification is accurate and a statement, made under penalty of perjury, that You are the rights holder or are authorized to act on the behalf of the rights holder.
- Notice of infringement must be sent to Trone Hosting's designated agent to receive notification of claimed infringement as follows: Attn: Legal Department, Trone Hosting, 1835 Eastchester Drive, High Point, NC 27265.

15. Additional Reservation of Rights.

Trone Hosting expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any account or any Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by Trone Hosting in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by Trone Hosting in offering or delivering any Services (including any domain name registration); (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry; (iii) to assist with our fraud and abuse detection and prevention efforts; (iv) to comply with applicable local, state, national and international laws, rules and regulations; (v) to comply with requests of law enforcement, including subpoena requests; (vi) to comply with any dispute resolution process; (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of Trone Hosting, its officers, directors, employees and agents, as well as Trone Hosting's affiliates.

In the event that Trone Hosting need exercise any of its rights expressed herein to investigate any potential breach or violation of the terms and conditions of this Agreement, service fees may continue to accrue on your

accounts, and you will continue to remain responsible for the payment of any service fees that accrue during the relevant period.

16. Governing Law and Jurisdiction for Disputes.

Except as otherwise set forth in the UDRP or any similar policy with respect to any dispute regarding the Services provided under this Agreement, Your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of North Carolina. You agree that any action to enforce this agreement or any matter relating to Your use of the Services must be brought exclusively in the United States District Court of North Carolina, or if there is no jurisdiction in such court, then in a state court in Guilford County, North Carolina.

17. Notices.

You agree that any notices required to be given under this Agreement by Us to You will be deemed to have been given if delivered in accordance with the account and/or domain name WHOIS information You have provided. You acknowledge that it is Your responsibility to maintain current contact information in the account and/or domain name WHOIS information You have provided.

18. Legal Age:

You attest that you are of legal age (18 or over) to enter into this Agreement.

19. Final Agreement.

This Agreement, together with all modifications, constitute the complete and exclusive agreement between You and Us, and supersede and govern all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of Us. By applying for Trone Hosting's services through the online application process or otherwise, or by using the Services under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

20. No Agency Relationship.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

21. Enforceability.

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

22. Assignment and Resale.

Except as otherwise set forth herein, Your rights under this Agreement are not assignable or transferable. Any attempt by Your creditors to obtain an interest in Your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the Services (or portion thereof) without Trone Hosting's prior express written consent.

23. Force Majeure.

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Trone Hosting, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar

or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Trone Hosting may immediately terminate this Agreement.

24. Headings.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.