

Dmac Media

Hosting & Domain Terms & Conditions

These Terms of Service (the "Agreement") are an agreement between Dmac Media Ltd ("Dmac Media" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Dmac Media and Dmac Media Services. By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

Additional Policies and Agreements

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.

- Privacy Policy
- Acceptable Use Policy

Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

Account Eligibility

By registering for or using the Services, you represent and warrant that:

You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.

If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. Dmac Media is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, you must contact Dmac Media support or accounts to update your contact information. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued information for verification purposes. Failure to provide the information requested may result in your order being denied.

You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

Transfers

Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. In no event shall Dmac Media be held liable for any lost or missing data or files resulting from a transfer to or from Dmac Media. You are solely responsible for backing up your data in all circumstances.

User Content

You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to Dmac Media that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Dmac Media exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through Dmac Media's servers, network hubs and points of presence or the Internet. Dmac Media does not monitor User Content. However, you acknowledge and agree that Dmac Media may, but is not obligated to, immediately take any corrective action in Dmac Media's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that Dmac Media shall have no liability due to any corrective action that Dmac Media may take.

Third Party Products and Services

Third Party Providers

Dmac Media may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

Dmac Media does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or

completeness of any information regarding third party providers. Dmac Media is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

Dmac Media as Reseller or Licensor

Dmac Media may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-Dmac Media Products"). Dmac Media shall not be responsible for any changes in the Services that cause any Non- Dmac Media Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non- Dmac Media Products, either sold, licensed or provided by Dmac Media to you will not be deemed a breach of Dmac Media's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non- Dmac Media Product are limited to those rights extended to you by the manufacturer of such Non- Dmac Media Product. You are entitled to use any Non- Dmac Media Product supplied by Dmac Media only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non- Dmac Media Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non- Dmac Media Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

Third Party Websites

The Services may contain links to other websites that are not owned or controlled by Dmac Media ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

Account Security and Dmac Media Systems.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.

The Services, including all related equipment, networks and network devices are provided only for authorized customer use. Dmac Media may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. Dmac Media may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.

Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by Dmac Media of an issue, we reserve the right to leave access to services disabled.

Dmac Media reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

Compatibility with the Services

You agree to cooperate fully with Dmac Media in connection with Dmac Media's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Dmac Media is not responsible for any delays due to your failure to timely perform your obligations.

You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by Dmac Media to provide the Services, which may be changed by Dmac Media from time to time in our sole discretion.

You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. Dmac Media does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

Billing and Payment Information

Prepayment

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

VAT

Listed fees for the Services do not include any applicable VAT. Any applicable taxes will be added to Dmac Media's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

Late Payment

All invoices must be paid by the invoice due date. Any invoice that is outstanding may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Dmac Media may suspend or terminate your account and pursue the collection costs incurred by Dmac Media, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Dmac Media will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

Dedicated/Virtual servers are subject to being reclaimed and all content deleted if you fail to make a

timely payment. If you make a late payment we do not automatically reactivate the dedicated servers. Contact Dmac Media directly after you make a late payment to reactivate the dedicated server.

Domain Payments

Domain renewal notices are provided as a courtesy reminder and Dmac Media is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed thirty (30) days before the renew date.

Fraud

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. Dmac Media may report any such misuse or fraudulent use, as determined in Dmac Media's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

Invoice Disputes

You have ninety (90) days to dispute any charge or payment processed by Dmac Media. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

Payment Card Industry Security Standard Disclaimer

Dmac Media complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. Dmac Media does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

Cancellations and Refunds

Payment Method.

No refunds will be provided if you use any of the following methods of payment: bank wire transfers, Western Union payments, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

Refund Eligibility.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. **Violations of this Agreement will waive your rights under the refund policy.**

Non-refundable Products and Services

There are no refunds on dedicated servers, administrative fees, and install fees for custom software. Please note that domain refunds will only be considered if the domain was ordered in conjunction with a

hosting package and will be issued at Dmac Media's sole discretion. Any refunds issued for domain names will be reduced by the market value of the gTLD. Purchases of ccTLDs are non-refundable.

Cancellation Process

You may terminate or cancel the Services by giving Dmac Media written notice via email to accounts@dmacmedia.ie. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) Dmac Media may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement.

Once we receive your notification and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been cancelled.

We require all cancellations to be done via email in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

Cancellations for shared and reseller accounts will be effective on the account's renewal date. Cancellations for dedicated and VPS accounts will be effective immediately.

Domains

Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify Dmac Media's Billing department via email to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

Foreign Currencies

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in euro and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and Dmac Media is not responsible for any change in exchange rates between the time of payment and the time of refund.

Termination

Dmac Media may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm Dmac Media or others or cause Dmac Media or others to incur liability, as determined by Dmac Media in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, Dmac Media shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, Dmac Media may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

CPU, Bandwidth and Disk Usage

Permitted CPU and Disk Usage

All use of hosting space provided by Dmac Media is subject to the terms of this Agreement and the Acceptable Use Policy.

Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. Dmac Media expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. Dmac Media may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of Dmac Media's terms and conditions.

Dedicated and VPS usage is limited by the resources allocated to the specific plan that you have purchased.

Bandwidth Usage

Shared servers are limited in their bandwidth allowance. Unlimited bandwidth usage is not available and all hosting is subject to the terms of the plan you purchased and can be viewed in your control panel.

Uptime Guarantee

If your shared or reseller server has a physical downtime that falls short of the 99.9% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of Dmac Media and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit email our Billing department with justification [within thirty (30) days of the end of the month for which you are requesting a credit]. Uptime guarantees only apply to shared and reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

Reseller Terms and Client Responsibility

Shared

Shared accounts may not be used to resell web hosting to others.

Dedicated/Virtual Servers

Dmac Media reserves the right to reset the password on a dedicated server if the password on file is not current so that we may carry out security audits as required by our data centre. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets. Dmac Media reserves the right to audit servers as

needed and to perform administrative actions at the request of our datacentre. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than ten (10) days may be subject to deletion which will result in the loss of all data on the server. Dmac Media will not be liable for any loss of data resulting from such deletion.

Price Change

Dmac Media reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change on any annual or longer term plans. It is your sole responsibility to periodically review billing information provided by Dmac Media via notices sent or posted by Dmac Media.

Limitation of Liability

IN NO EVENT WILL DMAC MEDIA, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF DMAC MEDIA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DMAC MEDIA'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO DMAC MEDIA FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

Indemnification

You agree to indemnify, defend and hold harmless Dmac Media, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

Independent Contractor

Dmac Media and User are independent contractors and nothing contained in this Agreement places Dmac Media and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or

the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the laws of the Republic of Ireland. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Disclaimer

Dmac Media shall not be responsible for any damages your business may suffer. Dmac Media makes no warranties of any kind, expressed or implied for the Services. Dmac Media disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by Dmac Media or our employees.

Backups and Data Loss

Your use of the Services is at your sole risk. Dmac Media's backup service runs once a week and overwrites any of our previous backups. Only one week of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at Dmac Media's sole discretion. Dmac Media does not maintain backups of dedicated accounts. Dmac Media is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Dmac Media's servers.

Limited Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, DMAC MEDIA AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. DMAC MEDIA AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. DMAC MEDIA AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Disclosure to Law Enforcement

Dmac Media may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

Entire Agreement

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

Headings

The headings herein are for convenience only and are not part of this Agreement.

Changes to the Agreement or the Services

Dmac Media may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the Dmac Media website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

Dmac Media reserves the right to modify, change, or discontinue any aspect of the Services at any time.

Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

Waiver

No failure or delay by you or Dmac Media to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of Dmac Media. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. Dmac Media may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labour disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.