

1. GENERAL AND ACCEPTANCE

- The following terms and conditions form a binding agreement between you and BrandShield Ltd., (the **"Agreement"** and **"BRANDSHIELD"** respectively). This Agreement governs your use of the system and/or the website, which contains a technological platform for brand protection, brand management, and domain portfolio management (the **"System"**), associated web technologies, software, application and any services related thereto, the Website Duplication Detection Service (severally and/or jointly referred to as the **"Online Services"**) and the Enforcement Services (as defined below). The Services are developed, owned and operated by BRANDSHIELD.
- By executing BrandShield's subscription form (the **"Subscription Form"**) or by subscribing via BrandShield's Digital Subscription platform, you agree to be bound by the terms of this Agreement and to timely pay the Fees (as defined below).
- By subscribing to the Takedown Services (the **"Takedown Services"**) you agree to be bound by the terms and conditions applicable to the Enforcement Services as further detailed in Section 5 The Takedown Service and the Phishing Disruption Service severally or jointly shall be also referred to herein as the **"Enforcement Services"** and together with the Online Services, collectively the **"Services"**.
- By subscribing to the Website Duplication Detection Service (becon), you consent that a Host Verifier – an Active Java component shall be embedded in the client side to provide alerts from unfamiliar source.
- IF AT ANY POINT YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.
- BRANDSHIELD reserves the right at its sole discretion, to replace, change, alter, update, modify or revise the Agreement, at any time without prior notice, and if BRANDSHIELD does so, you agree to be bound by any such changes, alterations, revisions, updates or modifications to the Agreement. Therefore, you should periodically check BrandShield's website to review the most current terms and conditions of the Agreement.

2. GRANT OF LIMITED RIGHT

Subject to your full compliance with this Agreement BRANDSHIELD hereby grants you a non-exclusive, non-transferable, revocable, limited right to use the Services solely for the purposes of protecting and managing your brand and managing your domain name portfolio, and you agree not to use the Services for any other purpose.

3. CREATING YOUR ACCOUNT

- By accessing or using the Services, you will be creating an account with BRANDSHIELD (the **"Account"**).
- You hereby represent and warrant that You shall: (i) not create an Account using a false identity or information, or on behalf of someone other than yourself; (ii) not have an Account or use the Services, if you been banned from using the Services; and (iii) not use your Account to engage in any illegal conduct (iv) not use your account in order to perform actions of brand infringement, trademark infringement, cybersquatting, typosquatting and the similar.
- When creating or updating an Account you may be required to provide BRANDSHIELD with certain personal information that may include your full name, your organization name and e-mail address. You agree that you shall supply accurate and complete information to BRANDSHIELD, and that you shall update that information promptly, if it changes.

4. SECURITY OF YOUR ACCOUNT

- You shall not share the Account or the login information, let anyone else access your Account, or do anything else that might jeopardize the security of your Account. If you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the login information, you must immediately notify BRANDSHIELD and modify your login information.
- You shall be responsible for maintaining the confidentiality of the login information, and you shall be responsible for all uses of the login information, whether or not authorized by you. You shall be responsible for anything that happens through your Account.
- BRANDSHIELD reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

5. ENFORCEMENT SERVICES

- **THE TAKEDOWN SERVICES**

- BrandShield's Takedown Service is an additional, separate, opt-in service.
- The Takedown Service may include one or more of the following automatic or manual actions (**"Takedown Action"**), as agreed upon between us in the Subscription Form:

1. Cease & Desist letters to websites, domain name holders, their registrants, hosting providers, registrars, etc.
2. Reporting websites to ICANN regarding whois inaccuracy or ICANN DNS abuse, etc.
3. Link removal from search results in different search engines.
4. Reporting of websites to anti-virus and security companies.
5. Reporting of Mobile Apps to mobile app store.
6. Reporting of Paid PPC ads to the search engine/s, social media platforms or paid ads platforms.
7. Reporting of listings on Marketplaces to the marketplace operator/website.
8. Reporting of abusive posts or accounts or paid ads on social media to the relevant social media platform.
9. General assistance concerning the foregoing actions and any other similar activities.
 - In order to access and use the Takedown Service, you may be required to complete the registration process and provide BrandShield with the following details and documents:
10. Brand owner's official name and address;
11. The Trademark/s being monitored;
12. Trademark Registration Number in each country monitored;
13. Extracts of the Trademark or copies of Certificates of Registration of the Trademark;
14. Description of the brand owner's activity;
15. Letter of authorization/s to act on behalf of the brand owner;
16. Updated list of online affiliates and online assets, i.e., "exclusion list";
17. In case of executive/VIP impersonation, identification document/s of the monitored persona.
 - In order to initiate Takedown Actions we will:
18. Analyze results of suspected infringements as ranked via BrandShield's system
19. Provide you with suggested items to initiate a proposed Takedown Action as described in Section 1.2 above (the **"Potential Infringers"**) for Your review and Your corresponding instructions.
20. After receiving Your confirmation on the Potential Infringers – BrandShield will initiate Takedown Action via BrandShield's system.
21. If you will choose to provide us with automatic guidelines, a policy and/or an enforcement playbook, we will skip phases a – c above and act in accordance with your instructions as provided in you.
 - If the agreed upon Takedown Action will not lead to cessation of the Infringer's activity and additional legal actions will be required, you will receive a report on the matter and can pursue legal actions separately (not part of the scope of these Takedown Services) for example ADR proceedings, court actions, engaging a local attorney to challenge the Potential Infringer, *etc.*

6. PAYMENT OF FEES AND TERM

- You have agreed to pay fees to BRANDSHIELD for the Services, as specified in the Subscription Form (**"Fees"**). Your use of the Services is subject to your compliance with this Agreement and your payment of the Fees. **All Fees paid are nonrefundable.**
- BRANDSHIELD will only continue to offer the Services, maintain any work in progress or hosted, while Your Account is open. You understand and agree that in the event Your Account is terminated for any reason, your ability to use the Services, your Account and access any work in progress or hosted will be disabled.
- The subscription period shall be as specified in your subscription form (the **"Original Term"**) and shall automatically renew for successive terms, similar to the Original Term (each a **"Renewal Term"**) at the end of the Original Term or the Renewal Term (as applicable) unless either party gives written notice to the other party of its intention not to renew sixty (60) days before expiration of the Original Term or the Renewal Term (as applicable), and subject to the terms of this Agreement. An invoice will be sent to you accordingly.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment thereof. You agree to pay for any taxes that might be applicable to your use of the Services and payments you make to BRANDSHIELD.
- In order to use the Services you will provide all equipment and software necessary to connect to the Services, including without limitation: (i) a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component; (ii) You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Services.
- If there are any invoicing procedures and/or requirements, or any other requirements related to payment, approval of payment, billing and/or invoicing, including without limitation, any payment or invoicing systems that BRANDSHIELD is required to access, and/or any internal procedures for obtaining any supplier identification (**"Payment Requirements"**), you shall be responsible to update BRANDSHIELD regarding such Payment Requirements at least 14 days prior to the commencement of date this agreement. For the avoidance of doubt, you shall bear any cost and expense related to such Payment Requirements.

7. RESTRICTIONS & PROHIBITIONS

Without derogating from any provisions of this Agreement, the following prohibitions apply to using the Services:

- You shall not use the Services to violate any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- Except where permitted by law or relevant open-source licenses, you may not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services, or to obtain any information from the Services using any method not approved in writing by BRANDSHIELD;
- You agree not to reproduce, republish, upload, post, transmit, make available to the public, or otherwise distribute, or any part or any modification or derivative work of the Services;
- You shall not use the Services to design or assist in designing cheats, exploits, automation software, bots, hacks, mods or any other unauthorized third-party software to modify or interfere with the Services;
- You may not institute, assist or become involved in any type of attack, including distribution of a virus, attacks upon the Services that prevent access to or use of the Services, other attempts to disrupt the Services, gain unauthorized access to the Services, or disrupt any other person's use or enjoyment of the Services;
- You may not transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- You shall not use any unauthorized third-party software that accesses, intercepts, "mines", or otherwise collects information from or through the Services or that is in transit from or to the Services;
- You shall not bypass any robot exclusion headers or other measures BRANDSHIELD uses to restrict access to the Services or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;
- You shall not use, facilitate, create, or maintain any unauthorized connection to the Services, including: (i) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Services; or (ii) any connection using programs, tools, or software not approved in writing by BRANDSHIELD;
- You shall not post any information that is abusive, threatening, obscene, defamatory, libelous, or discriminatory based on age, ethnicity, race, religion or sex or that contains a link to such content;
- You may not attempt to, or harass, abuse, or harm of another person, group, including BRANDSHIELD employees and customer support representatives;
- You may not solicit or attempt to solicit personal information from other users of the Services;

- You may not collect, harvest or post anyone’s private information, in any media format, through the Services;
- You shall not make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person;
- You shall not copy, modify or distribute rights or content from the Services, or BRANDSHIELD’s copyrights or trademarks or use any method to copy or distribute the content of the Services except as specifically allowed in this Agreement; and
- Without BRANDSHIELD’s written consent, you shall not use the Services or any part thereof for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation.

8. TERMINATION OF ACCOUNT AND SERVICES

- Any use of the Services that violates this Agreement is strictly prohibited and can result in the immediate revocation of your limited right granted by this Agreement. Without limiting any other remedies, BRANDSHIELD may limit, suspend, revoke, terminate, modify, or delete your Account or access to the Services, temporarily, until further review of the situation, if BRANDSHIELD suspects that you are, or permanently, if it has been established that you are, failing to comply with this Agreement or for any actual or suspected illegal or improper use of the Services or if BRANDSHIELD believes that you are creating risk or possible legal liabilities, infringing the intellectual property rights of third parties. To the extent possible under the circumstances, BRANDSHIELD shall provide you with a prior written notice, before taking any action.
- Without derogating from the aforementioned, BRANDSHIELD reserves the right, in its sole discretion, for any reason, to stop offering and/or supporting the Services or part of the Services at any time either permanently or temporarily, at which point your right to use the Services shall be automatically terminated or suspended. In such event, BRANDSHIELD shall provide a prorated refund for such discontinued elements of the Services. Termination of your Account can include disabling your access to the Services including any content you or others have submitted.

9. OWNERSHIP

- All rights, including title and copyright, in and to End-User Content (as defined in Section 10 below) is retained by you, and no title or copyright is transferred or granted in any way to BRANDSHIELD or any third party except as provided in this Agreement.
- The Services and all of the content (excluding the End-User Content) that appears in the Services, including without limitation, the use of the Service’s name, server software, web technologies, source code, concepts, artwork, photography, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, is the exclusive property of BRANDSHIELD, or is being used with permission from its licensors.
- BRANDSHIELD (or its licensors as applicable) retain all rights, title and interest in and to the Services and all of the content (excluding End-User Content) that appears in the Services, and all intellectual property rights relating thereto, including without limitations all copyright, patent, trademarks, logos, design rights and any other proprietary rights connected with the Services. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to the Services and/or to any content that appears in the Services in BRANDSHIELD’s platform, or any other attributes associated with an Account or stored on the Services.
- BRANDSHIELD’s name and logo, and any other trademarks included in the Services and/or appear in the Services, are trademarks of BRANDSHIELD. All third party product names that may legitimately appear in the Services are trademarks of their respective owners. No transfer or grant of any rights under any names, marks or logos is made or is to be implied by any provision of this Agreement or by anything on the Services, and all rights in such names, marks or logos is reserved to BRANDSHIELD and their respective owners.
- Notwithstanding anything to the contrary herein, you agree that you shall have no ownership or other property interest in an Account. You further agree that BRANDSHIELD owns all rights in and to an Account. Generally, Accounts created with BRANDSHIELD shall be considered active until BRANDSHIELD receives a user request to deactivate or delete them. But, BRANDSHIELD reserves the right to terminate any Account that has not been active for 180 days.

10. CONFIDENTIALITY

- Either party (the **“Disclosing Party”**) may disclose certain Confidential Information (as defined below) to the other party (the **“Receiving Party”**) to perform its obligations under this Agreement. **“Confidential Information”** shall include all non-public data and information, including any proprietary information, technical data, trade secrets or know how. Any non-public information related to the Services (and any component thereof) shall be deemed confidential information of BrandShield.
- The Receiving Party shall not disclose any Confidential Information of Disclosing Party to third parties without the prior written approval of the Disclosing Party.
- The foregoing provisions shall not apply, or shall cease to apply, to Confidential Information if such information: (i) is known to Receiving Party at the time of disclosure as evidenced by written records; (ii) becomes public knowledge without a breach of confidence by Receiving Party or any third party; (iii) has been legally obtained by the Receiving Party from a third party who is not subject to a duty of confidentiality with respect to the information; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to any statutory or regulatory provision or court order (provided that Receiving Party promptly notifies Disclosing Party of such potential required disclosure and reasonably assists Disclosing Party, in preventing or limiting such disclosure). Receiving Party shall have the burden of establishing any of the foregoing exceptions.

11. PRIVACY

- If the DPA is applicable to you, the parties will comply with the DPA.
- To the extent that any personal data (or any equivalent term used under any applicable data protection laws, such as personal information or personally identifiable information **“Personal Data”**) from the European Economic Area (**“EEA”**), Switzerland or the United Kingdom (collectively, **“European Region”**) is processed by BRANDSHIELD in the course of providing the Services, the Standard Contractual Clauses (as defined in the DPA) may apply as set forth in the DPA. If the Standard Contractual Clauses are applicable according to the DPA, entry into this Agreement or a Subscription Form will also be treated as execution of the Standard Contractual Clauses (including its appendices) as described in the DPA.
- You represent and warrant that you are entitled to transfer all data that you or anyone on your behalf transmits to BRANDSHIELD (**“Your Data”**) for the purpose of processing any Personal Data contained in Your Data in accordance with this Agreement. You will ensure that any relevant data subjects have been informed of such processing to the extent required by any applicable data protection laws.
- In the event that BRANDSHIELD shall be processing “Personal Information” (as defined by the California Consumer Privacy Act, the **“CCPA”**) for you and in connection with California consumers, the parties agree that BRANDSHIELD is a “Service Provider” and you are a “Business” (as each term is defined by the CCPA). As your Service Provider, BRANDSHIELD will:
 - process such Personal Information solely to fulfill its obligations to you under this Agreement and for “business purposes” (as that term is defined by the CCPA);
 - cooperate with you at your reasonable request and at your expense, to enable you to comply with the CCPA with respect to responding to verifiable consumer requests to delete or access Personal Information processed by BRANDSHIELD in providing the Services; and
 - not sell or otherwise disclose Personal Information for any commercial purpose.

12. END-USER CONTENT

- YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR ANY INFORMATION, DATA, COMMUNICATIONS, IMAGES, SOUNDS, AND/OR ANY OTHER CONTENT (**“END-USER CONTENT”**) THAT YOU, OR THAT OTHER USER, UPLOAD OR TRANSMIT OR POST OR OTHERWISE MAKE AVAILABLE WHILE USING THE SERVICES.
- BRANDSHIELD makes no warranty and assumes no responsibility for (i) the conduct of any user submitting any End-User Content; and (ii) monitoring the Services for inappropriate or illegal content or conduct. BRANDSHIELD has no obligation to monitor End-User Content.
- BRANDSHIELD DOES NOT GUARANTEE THE ACCURACY, INTEGRITY OR QUALITY OF END-USER CONTENT OR THAT IT’S USE DOES NOT INFRINGE THIRD PARTY RIGHTS.
- BRANDSHIELD EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH END-USER CONTENT. WITHOUT DEROGATING FROM THE FOREGOING, AND WITHOUT THEREBY INCURRING ANY OBLIGATION TO EXPLAIN ITS ACTIONS, BRANDSHIELD RESERVES THE RIGHT, TO REJECT, REFUSE TO POST, REMOVE, MODIFY OR DELETE ANY END-USER CONTENT THAT BRANDSHIELD DEEMS, IN ITS SOLE DISCRETION, DOES NOT COMPLY WITH THE AGREEMENT OR TO BE HARMFUL, ILLEGAL OR OTHERWISE UNACCEPTABLE FOR ANY REASON.
- BRANDSHIELD reserves the right to limit the storage capacity of End-User Content that you post on, through or in connection with the Services.
- By transmitting or submitting any End-User Content while using the Services, you agree, represent and warrant that such End-User Content (i) does not infringe any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or defame or cast into disrepute in any manner any third party, and is not unlawful, obscene, threatening, pornographic, harassing, hateful, sexist, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, encourage use of drugs or alcohol, or is otherwise inappropriate; (ii) does not relate to a person under the age of 18 unless consent from a parent or legal guardian has been obtained as required by applicable laws; (iii) is accurate and not confidential; (vi) free of viruses, adware, spyware, worms or other malicious code; and (v) to the extent that the End-User Content relates to or contains images of persons or identifiable material, objects, or properties, you represent and warrant that you have obtained valid permission and/or authorization and/or consent and/or license, according to the applicable laws and regulations (**“Permission”**), from all required third parties, that will permit the uses for the End-User Content contemplated in the Agreement, and that you will be able to provide a proof of such Permission to BRANDSHIELD if requested to do so.
- If you submit suggestions, proposals, comments or other materials (collectively “Submissions”) within the Services you understand and agree that BRANDSHIELD: (i) shall have no obligation to keep your Submissions confidential; (ii) shall have no obligation to return your Submissions or respond in any way; and (iii) may use your Submissions for any purpose in any way without notice or compensation to you.
- BRANDSHIELD is not responsible for a member’s misuse or misappropriation of any content or information you post in any forums, voting, blogs, and chat rooms, if available, in the Services.

13. GRANT OF PERMISSION

During the term of this Agreement and subject to your prior written approval, BRANDSHIELD shall have the right to use your brands for publicity in the media, to display these brands in connection with BRANDSHIELD’s Services.

14. INTERACTIONS BETWEEN USERS

You shall be responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services. If you have a dispute with one or more users, you release BRANDSHIELD and BRANDSHIELD PARTIES (as defined below) from claims, demands and damages, including indirect, incidental, special, exemplary or consequential damages, loss of profits, loss of goodwill or data destruction or impairment, of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

15. DISCLAIMER

- THE SERVICES ARE PROVIDED TO YOU “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRANDSHIELD DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- WITHOUT LIMITING THE FOREGOING, NEITHER BRANDSHIELD NOR ITS DIRECTORS AND EMPLOYEES NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, JOINT-VENTURES, LICENSEES OR LICENSORS (COLLECTIVELY, **“BRANDSHIELD PARTIES”**) REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK.
- BRANDSHIELD AND/OR BRANDSHIELD PARTY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION PRESENTED BY THE SYSTEM AND/OR OF END-USER CONTENT APPEARS IN THE SERVICES, IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE END-USER CONTENT.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. LIMITATION OF LIABILITY

- YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), AND THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL BRANDSHIELD OR ANY OF BRANDSHIELD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY FOR ANY COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING FOR LOSS OF PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOST OF DATA DESTRUCTION OR IMPAIRMENT) SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF OR INABILITY TO USE THE SERVICES.
- WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF BRANDSHIELD SHALL BE LIMITED TO THE LIMITED AMOUNT ACTUALLY PAID OR DUE TO BRANDSHIELD DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY IS APPLICABLE TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAW.
- IF YOU ARE DISSATISFIED WITH THE SERVICES, OR WITH THE AGREEMENT, OR YOU HAVE ANY DISPUTE WITH BRANDSHIELD, YOU’RE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.
- YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT NEITHER BRANDSHIELD NOR ITS BRANDSHIELD PARTIES ARE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD BRANDSHIELD AND/OR BRANDSHIELD PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, BRANDSHIELD’S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

17. INDEMNIFICATION

Please
click
here
to
access
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- You agree to defend, indemnify and hold BRANDSHIELD its directors and/or employees and/or any of BRANDSHIELD Parties harmless from any and all claims, losses, costs, liabilities, and damages (including, but not limited to, direct, incidental, consequential, exemplary, indirect damages and reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) incurred by any BRANDSHIELD Party as a result of, or in connection with, or in any manner related to (i) your use of the Services; (ii) your breach of this Agreement or of the representations and warranties made by you herein; (iii) any claim threatened or asserted to the extent such claim is based upon a contention that End-User Content infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party, or any law; or (iv) any claim threatened or asserted concerning a Takedown Action or Active Website Disruption Action performed based on your instructions (including, without limitation based on a policy defined by you) or your use of the System.
- BRANDSHIELD reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify BRANDSHIELD, and you agree to cooperate with BRANDSHIELD's defense of these claims. BRANDSHIELD shall use commercially reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it; and
- You agree that the provisions in this paragraph shall survive any termination of your Account or of this Agreement.

18. MISCELLANEOUS

- The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute, controversy or claim arising out of or relating to this Agreement, shall be resolved through friendly consultation. Such consultation shall begin immediately after one Party has delivered to the other Party a written request for such consultation stating specifically the nature of the dispute, controversy or claim. If the dispute is not resolved within 30 days following the date on which such notice is sent, the dispute, upon the request of any Party with written notice to the other Party, shall be submitted to an international arbitration or conciliation as to be appointed by a special agreement between the parties.
- If any provision of the Agreement, is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause their invalidity or unenforceability.
- This Agreement contains the entire agreement between you and BRANDSHIELD with regard to the subject matter herein. It supersedes all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and BRANDSHIELD regarding the Services.
- BRANDSHIELD may assign the Agreement, in whole or in part, at its sole discretion, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under this Agreement without BRANDSHIELD's prior written consent.
- The waiver by BRANDSHIELD of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any other breach or of a subsequent breach of the same or a different kind.
- BRANDSHIELD may publish additional policies related to specific Services such as applications for mobile devices. Your right to use such Services is subject to those specific policies and this Agreement.
- You acknowledge that the rights granted and obligations made under this Agreement are of a unique and irreplaceable nature, the loss of which shall irreparably harm BRANDSHIELD and which cannot be replaced by monetary damages alone. Accordingly, BRANDSHIELD shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.
- You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. You do not have any right to injunctions or any other equitable relief against BRANDSHIELD. Rather, you agree to limit your claims to claims for monetary damages, if any, limited by Section 16.
- Services access may be interrupted, suspended or terminated from time to time due to circumstances either within or beyond BRANDSHIELD's control. BRANDSHIELD shall not be liable for any delay or failure to perform resulting from causes outside the commercially reasonable control of BRANDSHIELD, including without limitation any failure to perform hereunder due to a force majeure event, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Updated: March 16th 2026