



## TERMS OF SERVICE

Updated: March 2024

### 1. ACCEPTANCE OF OUR TERMS

#### 1. Acceptance of Our Terms

- 1.1 Please carefully review these terms (the "Agreement"). By accessing or using SocialProxy services, you confirm that you have read, understood, and accepted this Agreement.
- 1.2 These Terms of Service ("Terms") create a binding agreement between you and SocialProxy governing the use of and access to our products and services ("Products") in connection with either a paid or trial subscription, including any authorized persons or third parties engaged or contracted by you (the "Client" and or "Customer") to use the Products on your behalf ("Users", Associates, Contributors). By using or accessing the Products or authorizing any User to do so, you accept and agree to be bound by these Terms.
- 1.3 In this agreement, Client and Customer means the Business, Enterprise, Entity, or Company that pays and creates the subscription account thereby effectively owing the account. The Client would as be the party that owns the official social media Business page(s) to which all the social media content is funneled/uploaded for publishing using SocialProxy.
- 1.4 "User" means both the Client/Customer and the related, associated social media content contributors (branches, stores, representatives, collaborators, content contributors) that curate and schedule content for publishing on the official Client/Customer social media business page(s).
- 1.5 If you do not agree, you must not register for or use any of our services.
- 1.6 Please note that this Agreement may be updated periodically, and you are responsible for reviewing the current version, published on our website [www.socialproxy.media](http://www.socialproxy.media)
- 1.7 We will notify you of any material changes that may affect the agreement. Your continued use of our services after any such changes will constitute your consent to the revised terms. Whenever we modify this agreement, we will update the "Last Modified" date on our website.
- 1.8 This agreement applies to our "Self-Serve" services that you access or procure through our website.
- 1.9 By using our Self-Serve services, you acknowledge and agree that:
  - You will use our Self-Serve services for business and professional purposes only.
  - You are at least 18 years old or otherwise legally authorized to enter into agreements.
  - You accept and will comply with this agreement.
  - If you are using our Self-Serve services as a representative of an organization, you have the power to enter into legally binding agreements on behalf of that organization; and
  - You are responsible for anyone who uses our Self-Serve services through your account, including your employees, consultants, or contractors ("Authorized Users").

If you are entering into these Terms on behalf of a company, organization, or other legal entity ("Entity"), you agree to these Terms for that Entity and its Affiliates. "Affiliates" means any entity that controls, is controlled by or is under common control with a party, where "control" means ownership of FIFTY PERCENT (50%) or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority. In this case, "You", "Customer" or "Client" refers to such Entity and its Affiliates. If you are a user, a customer, or a client, these terms will apply to you to the extent they apply to users.

### 2. OUR PRODUCTS & SERVICES

Our social media content streamlining software and related supporting services application, collectively referred to as our "Products and Services," can be accessed through our website [www.socialproxy.media](http://www.socialproxy.media). We reserve the right to modify the features and functionality of our products at our discretion. If we add

new features, we may or may not charge additional fees, and the acceptance of additional terms may be required for access. We may or may not provide notice of these changes.

If you subscribe to our services, any additional add-ons, including but not limited to content creation features, automated calendar programming features, online digital audits, social listening, online community management, data and analytics and customer service will be subject to these terms. Any services we provide to you, such as setup, onboarding, training, or consulting, related to your use of our products, will also be subject to these terms and any applicable statements of work.

### **3. REGISTERING USERS ON OUR APPLICATION**

After the free trial period (that serves to demonstrate our product solution), you must then follow on to initiate payment for your subscription. The subscription fee must be paid proactively on the first day of your subscription term. You agree to use our product only for internal business purposes subject to these terms. When you, as a customer, approve the user accounts of your associates/contributors you must accept that each user has in turn agreed to these terms. You are responsible for all content, including information, data, messages, and other materials posted or transmitted by you or your users via the tool.

You acknowledge and agree that one login may only be used by one user, and you will not share a single login among multiple individuals. You must maintain the confidentiality of your login and account, and you are fully responsible for any activity that occurs under or in connection with your login or account. You agree not to trade, transfer, or sell access to your login or account to any other party. Additionally, the account and its subsequent services are non-transferable. As a user, you represent and warrant that you are 18 years old or older, not prohibited or restricted from having a SocialProxy account, and not a competitor of SocialProxy or using the products for competitive purposes.

You agree to take reasonable measures to prevent unauthorized use of the products and immediately notify us if you discover any unauthorized use through your account. Upon discovering unauthorized use, you will take the necessary steps to terminate the unauthorized use and cooperate with us to prevent or terminate such unauthorized use of the products. Our products support login through two-factor authentication. You acknowledge and agree that SocialProxy is not responsible for any damages, losses, or liability that would have been prevented by implementing such two-factor authentication by you or your Users.

### **4. AVAILABILITY OF SERVICE**

- Whilst we will make our best efforts to keep our services available and accessible, our web applications may be unavailable on occasion as a result of routine repairs, upgrades, emergency maintenance, or other interruptions that may be out of our reasonable control, including any downtime of Third Party Services or any related Application Programming Interface (“APIs”) and integrations.
- Interruptions to your use of our web application shall not serve as a basis to terminate your subscription or demand any full or partial refunds or credits of prepaid and unused subscription fees.

### **5. OUR USE OF THIRD-PARTY INTEGRATIONS AND SERVICES**

Our web application provides links to and allows clients/users to connect with third-party products, services, or software ("Third Party Services") such as social media networks, integration partners, and other service support partners. To use these features, users may need to sign up or log in to the respective third-party service on their websites or applications. By enabling our applications to access

these Third Party Services, users are authorizing a secure authentication token to pass from the Third Party Service to our Products.

Users acknowledge that their use of Third Party Services is governed by the applicable terms and conditions, acceptable use policy, privacy policy, or any other similar policy or terms of such Third-Party Service, including but not limited to Twitter Terms of Service, YouTube Terms of Service, Google Privacy Policy, Facebook Term of Service and TikTok Terms of Service (collectively, "Third Party Service Terms"). SocialProxy does not endorse, is not liable for, and makes no representations as to the Third Party Service, its content, or how such Third Party Service uses, stores, or processes user data.

SocialProxy is not responsible or liable for any changes to, or deletion of, user data by Third Party Services. Some features of our Products may depend on the availability of these Third Party Services and the features and functionality they make available to us. We do not control Third Party Service features and functionality, and they may change without giving us notice. If any Third-Party Service stops providing access to some or all the features or functionality currently or historically available to us or stops providing access to such features and functionality on reasonable terms, as determined by SocialProxy in our sole discretion, we may stop providing access to certain features and functionality of our Products. We will not be liable to users for any refunds or any damage or loss arising from, or in connection with, any such change made by the Third-Party Service or any resulting change to our Products.

In using our services and applications, users acknowledge and agree that they control the data and SocialProxy acts as a data processor for any content that SocialProxy collects on users' behalf from Third Party Services ("Third Party Content"). Users authorize and instruct us to enable integrations with Third Party Services, to enter Third Party Service Terms to enable such integrations, and to process any personal data accessed via such integrations on users' behalf. Users are responsible for complying with any applicable Third Party Service Terms (including but not limited to any applicable developer policies) and any applicable privacy laws in the creation or use of Third Party Content.

## **6. PAYMENT AND TERMS**

Payment for your subscription can be administered as follows:

1. With the web app where you initiate your subscription and billing
2. Upon receipt of an invoice from us

### **In-Website Payment – Monthly Plans**

1. Monthly Plans. For monthly Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent month ("Monthly Pay Date").
2. We will continue to charge you for your Plan, including any Add-Ons, monthly unless you decide to cancel at any time by accessing the "Payment" page within the Web Application ("Payment Page").
3. If you cancel in the month preceding your Monthly Pay Date, you will not be issued any refunds or credits of prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Monthly Pay Date.
4. We reserve the right to increase pricing for our monthly Plans at any time as we may determine in our sole and absolute discretion.
5. Any price changes to a monthly Plan will take effect on the next Monthly Pay Date following notice to you.

### **In-Website Payment – Annual (Yearly) Plans.**

1. For annual Plans, we will charge you on the first day of your subscription term and automatically on the same date of each subsequent year ("Annual Pay Date").

2. We will continue to charge you for your Plan, including any Add-Ons, on an annual basis unless you decide to cancel prior to the Annual Pay Date by accessing the Billing Page. If you cancel during the subscription term, you will not be issued any refunds or credits of any prepaid and unused fees for the remainder of the subscription term and you will continue to have access to the Products until the following Annual Pay Date.
3. SocialProxy reserves the right to increase subscription fees for your annual Plan on your Annual Pay Date; provided, however, that such increase shall not exceed fifteen percent (15%) over the fees related to the immediately preceding subscription term unless we provide you notice of different pricing at least thirty (30) days before the Annual Pay Date.

#### **Payment By Invoice.**

1. If we invoice you for your Plan, your subscription term will be detailed on the sales order and your payment will be due upon receipt of the applicable invoice. Unless otherwise specified on your service order, if we do not receive payment within thirty (30) days of us issuing you the invoice, your account may be suspended, and you will lose access to the Products.
2. Unless otherwise specified on your service order, your plan will automatically renew at the end of the subscription term. If you would like to cancel your plan, you must provide such notice via email to [accounts@socialproxy.media](mailto:accounts@socialproxy.media) at least thirty (30) days before the end of the subscription term.
3. SocialProxy reserves the right to increase subscription fees upon renewal; provided, however, that such an increase does not exceed fifteen percent (15%) over the fees related to the immediately preceding subscription term unless we provide you notice of different pricing at least thirty (30) days before the applicable renewal term.

#### **Changes To Your Plan.**

1. If you choose to upgrade your Plan or select any Add-Ons to your plan during your subscription term, you will be charged for the then-current price for the upgrade or add-Ons prorated based on the number of days remaining in your subscription term.
2. Unless otherwise specified on your service order, any upgrade or Add-Ons that you select will be combined with the existing plan and automatically renewed at the end of the subscription term along with your plan.
3. If you choose to downgrade your plan or remove any Add-Ons from your plan, you will not be issued any refunds or credits for the unused and prepaid fees in connection with the downgrade or removal.

#### **Credit Card authorization.**

1. By submitting your credit card details to SocialProxy, you authorize us to store this information with its third-party service providers and to charge the credit card until your account is terminated.
2. In addition, you authorize us to use a third-party payment processor in processing payments. If your credit card expires or is declined or requires an update, we will provide you notice via email. If, for any reason, your payment cannot be completed through a credit card, we may suspend your account until we receive payment.
3. You can choose to set up a backup payment method that will be used if the primary method fails for any reason (such as an expired credit card or insufficient funds). By adding a backup payment method, you agree that, if your primary payment method fails, SocialProxy can automatically charge your backup payment method to avoid any interruptions or suspensions to your account.

### **Disputes and Late Payments.**

1. You must notify us in writing of any amounts you wish to dispute before the date such amounts would otherwise be due.
2. Any undisputed amount not paid when due shall be subject to a finance charge of two and a half percent (2.5%) of the unpaid balance per month (determined and compounded daily from the date due until the date paid) or the highest rate permitted by applicable law, whichever is less.
3. You will also be required to reimburse us for any costs or expenses (including any reasonable attorneys' fees) we incur to collect due amounts that have lapsed.
4. Any amounts due under these Terms shall not be withheld or offset by you against amounts due to you for any reason.

### **Taxes.**

1. You are responsible for the payment of any applicable taxes on amounts due to SocialProxy, including, but not limited to, state and local sales and value-added taxes (but excluding any taxes due on SocialProxys' income, property, or employees).
2. Applicable taxes will be charged to you if you pay within the web application or presented to you on an invoice unless you provide a current and valid applicable tax exemption certificate to [hello@socialproxy.media](mailto:hello@socialproxy.media) before charges are incurred or an invoice is generated.
3. For customers located outside of SOUTH AFRICA, all amounts payable by you hereunder shall be grossed up for any withholding taxes imposed by any applicable foreign government on your payment of amounts to SocialProxy.

## **7. CANCELLATIONS AND TERMINATION**

### **7.1 Termination by You:**

You have the right to terminate your Plan only if SocialProxy commits a material breach of these Terms. If we fail to address such a breach within 30 days of receiving written notice from you, you may terminate your account and receive a prorated refund of any prepaid and unused fees. In all other cases of termination, you are not entitled to any refunds of prepaid and unused fees, and any unpaid fees under your plan for the applicable subscription term will still be due and payable.

### **7.2 Termination by Us:**

We may restrict the functionality of the products or temporarily suspend your account if we believe that you have violated these terms. We will use reasonable efforts to notify you by email before suspending your access, unless time-sensitive or prohibited by law. We will not be liable for any of these actions. We may terminate your account in instances where you fail to comply with these Terms, do not pay your subscription, or if we reasonably believe you have acted in a way that could harm our reputation or that of our partners or customers. In such cases, you will not be entitled to any refunds of prepaid and unused fees, and any unpaid fees under your plan will still be due and payable. Suspected fraudulent or illegal activity may result in immediate termination.

### **7.3 Post Termination**

If your account is terminated, you must stop using the products. We reserve the right to delete your account settings and content within 60 days of termination with no notice or liability to you. Once deleted, you will not be able to recover your account settings or content, except for any content on Third Party Services according to their terms.

## 8. USE OF SOCIALPROXY

By agreeing to our terms of service, you are agreeing to not allow or authorize any user or third party to do the following:

- Copy or reverse engineer any part of our products to compete with us directly or indirectly.
- Disable or circumvent any security feature, maintenance system, or other technological aspect of the product.
- License, distribute, sublicense, sell, rent, lease, or otherwise permit third parties to use our services.
- Make any modifications that falsely imply a relationship or association with our company.
- Use our products in a way that interferes with or disrupts the performance of the product or its components.
- Use our products to post, upload, link to, send, or store any content that is defamatory, fraudulent, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist, discriminatory, or infringes on the intellectual property rights of a third party.
- Use our products to post, upload, link to, send, distribute, or store any content that contains harmful software or material protected by copyright, trademark, or any other proprietary right without obtaining the necessary permissions and consents.
- Attempt to gain unauthorized access to any restricted features of our products or related systems and networks.
- Use automated scripts to collect information from or interact with third-party services or products.
- Deep-link to the sites, impersonate any other user of the products, or use the products in violation of applicable law or any third-party service terms.

Additionally, you agree not to use our services or display any content or information derived from them for the purpose of:

- Conducting or facilitating surveillance or intelligence gathering, including investigating or tracking individual social media users or their content.
- Monitoring, notifying, or tracking sensitive events or community-based activities.
- Providing surveillance, analyses, or research that isolates any one group of individuals or any single individual on social media for any unlawful, inflammatory, or discriminatory purpose or in a manner inconsistent with reasonable expectations of privacy.
- Targeting, segmenting, or profiling individuals based on sensitive private information, including health, financial status, political beliefs, race, religion, sex life or sexual orientation, trade union membership, crime-related data, or any other sensitive personal information prohibited by law.
- Our services are not intended for use by government or politically affiliated entities unless they have been pre-approved by us and our commercial partners. We reserve the right to approve each use case for our products. If you are a government entity or performing services on behalf of one, failure to obtain approval may result in suspension or termination of your access to our products.

We also reserve the right to terminate your account or suspend your access to our products if we suspect that you have violated any of the restrictions outlined above. By accessing or using our services, you represent and warrant that your activities are legal in every territory or jurisdiction where you use them. Our products are not intended to hold any sensitive information, and you agree not to use them to transmit, upload, collect, manage, or otherwise process any sensitive information. We do not monitor content published through our services and are not responsible for any such content. However, we reserve the right to edit, flag, or delete any content that we determine to be in violation of our terms.

## 9. CONFIDENTIAL INFORMATION

The term "Confidential Information" as used in our terms refers to non-public information that is shared, directly or indirectly (in writing or orally), by either party to another party, or to which the other party has access. This includes information that a reasonable person would consider confidential, or that is marked as "confidential" or "proprietary" or by some other similar designation by the disclosing party.

However, Confidential Information does not include any information that:

- Was already publicly known and available to the public before the disclosing party disclosed it.
- Becomes publicly known and available to the public after the disclosing party disclosed it to the recipient party, except in case of a violation of our terms by the recipient party.
- Was already in the possession of the recipient party at the time of disclosure by the disclosing party.
- Was obtained by the recipient party from a third party without any breach of confidentiality obligations.
- Was independently developed by the recipient party without reference to the disclosing party's confidential information.

The recipient party agrees not to disclose, use, transmit, inform, or make available to any entity, person, or body any of the confidential information for any purpose beyond the scope of these Terms. The recipient party shall take all reasonable actions necessary and appropriate to prevent the unauthorized disclosure of confidential information and shall always exercise at least a reasonable level of care. Both parties agree to limit access to each other's confidential information to only those employees, advisors, agents, and other representatives who require access to perform their obligations under these Terms.

The recipient party shall not be considered in violation of its confidentiality obligations for disclosing Confidential Information as required by applicable law or regulation, or in response to a valid order by a court or other governmental body, provided that the recipient party provides the disclosing party (to the extent legally permissible) with prior written notice of the disclosure to allow the disclosing party to seek confidential treatment of that information and will limit such disclosure to what is required by law or legal order.

## 10. DATA PRIVACY

To enable us to respond to your service requests and provide you with our web applications and related services, we need to access your data. If required by law, with your permission, or pursuant to our SocialProxy Privacy Policy ("Privacy Policy"), we may share your data with third parties. You agree to all actions taken concerning your data, which are consistent with our Privacy Policy that can be reviewed by clicking [here](#). Before sharing your data, we will take steps to ensure that any third-party service provider maintains reasonable data practices, including confidentiality and security measures. However, we do not share your data with third parties for marketing purposes. You represent and warrant that the content you provide to us was not collected, stored, or transferred in violation of any applicable law, regulation, or contractual obligation. You are solely responsible for ensuring the accuracy, quality, and legality of your content and the means used to create it or acquire it.

If you process personal data or personal information subject to applicable data protection laws, such as those in South Africa, the European Union, or the United States, you must enter into a Data Processing Addendum ("DPA") with SocialProxy. Our Privacy Policy and any DPA that you enter into form part of these Terms and apply to the processing of personal data. You may review our Privacy Policy to understand how we collect and use your data.

## **10. YOUR RIGHTS AND OUR RIGHTS TO IP**

### Standards and compliance

You represent and warrant that the content you transmit through SocialProxy is accurate, and you have the right to “funnel” without violating any contractual or third-party rights.

### Ownership of Products

We own and retain all rights, titles, and interests in and to our products, including all intellectual property rights such as patents, trademarks, copyrights, trade secrets, and domain names. Your use of our products under these terms does not confer upon you any ownership of intellectual property rights or any additional rights in the products. We grant you a non-exclusive, revocable, and non-transferable right to access and use our products and applications, subject to your adherence to the terms and restrictions set forth in these terms and conditions, and contingent on your subscription.

### Ownership of Feedback and Suggestions

If you choose to provide feedback, suggestions, requests, recommendations, or other comments regarding our products, you assign to us all worldwide right, title, and interest in and to such feedback, suggestions, and other comments, including any intellectual property rights associated with them. We may use such feedback and suggestions for any lawful purpose without providing you any fees, sums, or consideration. Our receipt of your feedback and suggestions is not an admission of their novelty, priority, or originality and does not affect our existing or future intellectual property rights.

### Use of Data

You acknowledge and authorize our use of de-identified or aggregated data to compile usage and performance information related to our applications, operate, improve, and support our applications, develop and publish benchmarks and similar informational reports, or for any other lawful purpose. We own all intellectual property rights in such de-identified or aggregated data and any data derived from it. We will not disclose such data externally unless it is de-identified so that it does not identify you, your users, or any other person. If the de-identified data is Personal Data, we will use it in accordance with our Privacy Policy.

## **11. WARRANTY**

The applications and products are provided "as is," without any warranties, guarantees, conditions, or representations of any kind. We explicitly disclaim any and all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, design, title, quality, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law. We cannot guarantee that the applications and products will be uninterrupted, available, accessible, secure, timely, accurate, complete, free from viruses, or error-free. SocialProxy is not responsible for any malfunctioning, inability to access, or poor use conditions of the services due to inappropriate equipment, internet service provider-related disturbances, network saturation, or any other error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, destruction, or unauthorized access to, or alteration of, data that is not within SocialProxys' reasonable control.

## **12. INDEMNIFICATION**

In this section, both parties agree to specific terms regarding the defense, indemnification, and liability for any claims related to intellectual property rights. The first party agrees to defend, indemnify, and hold harmless the second party from any claims brought by a third party alleging that the second party's use of the product infringes on any intellectual property rights. However, there are certain exclusions to this agreement, such as when the infringement arises from the combination of the product with other products



or services, or when the user modifies the product without authorization. If the second party is prohibited from using the product due to an allegation of infringement, the first party will provide certain remedies, such as obtaining the right to use the infringing portions of the product, modifying the infringing portions to render them non-infringing, or replacing the infringing portions with non-infringing items.

This section also outlines the first party's sole liability and the second party's sole remedy for any infringement or misappropriation of intellectual property rights. Additionally, the second party agrees to indemnify and hold harmless the first party and its affiliates from any third-party claims arising from the second party's breach of these terms or use of third-party services. However, there are certain requirements for this indemnification, such as the first party being promptly notified of the claim and being given full control over the defense and settlement of the claim.

Overall, these terms aim to protect both parties from any legal issues related to intellectual property rights and breaches of the terms of the agreement.

### **13. LIABILITY**

Consequential and related damages are excluded. Neither party nor its affiliates will be held liable under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or otherwise, for any consequential, incidental, indirect, special, exemplary, enhanced, or punitive damages arising out of or related to these Terms, even if the party was aware of the possibility of such damages occurring or whether such losses or damages were foreseeable.

Monetary cap on liability. The maximum aggregate liability of SocialProxy (including its affiliates) to you (including your affiliates) arising out of or related to these Terms (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort (including negligence), strict liability, or any other legal or equitable theory, will not exceed the total amount paid by you to SocialProxy under the applicable plan during the twelve months preceding the event that gave rise to the claim. This limitation on liability does not affect your payment obligations under Section 6 above.

Independent allocations of risk. Each provision of these Terms that limits liability, disclaims warranties, or excludes damages is intended to allocate the risks of these Terms between the parties. This allocation is reflected in the pricing offered by SocialProxy to you and is an essential element of the basis of the agreement between the parties. Each of these provisions is separate and independent from all other provisions of these Terms. The limitations in this section will apply even if the essential purpose of any limited remedy fails.

### **14. MISCELLANEOUS**

**Use of your Company Name and Logo.** By using our Products, you permit us to display your company name and logo on our website and in promotional materials such as press releases, investor materials, and other stockholder communications. If you do not want your name or logo to be used in this way, or if you want to remove your name or logo from the list, please contact us at [hello@socialpro.media](mailto:hello@socialpro.media)

- **Updates to the Terms.** We may update and modify these Terms from time to time, at our discretion. The changes will be effective immediately upon the broadcast of the notification. We will notify the designated account owner of any material changes to these Terms. By continuing to use our products after the update notification, you accept the updated Terms.

- **Anti-Corruption.** By using our products, you confirm that you have not received or been offered any illegal or improper bribe, “kickback”, payment, gift, inducement, or item of value related to your purchase or use of our products, except where the gifts and entertainment were provided reasonably and legitimately as part of the the normal course of business.
- **Assignability.** Neither party can assign its rights, duties, and obligations under these Terms without the other party's prior written consent, except that we can assign these Terms and our rights to a successor (including through merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all our obligations under these Terms.

**Notices.** Except as otherwise specified, any notices regarding these Terms should be sent to us by email at [hello@socialproxy.media](mailto:hello@socialproxy.media) and via registered mail with a return receipt requested to: SocialPro Media, Attention: Legal Department, Social Pro Media (PTY) Ltd, 94 Florida Road, Morningside, Durban, South Africa, 4001. We will send any notices to you via email to the named account owner of your SocialProxy account. You are responsible for keeping the contact information of your named account owner accurate on the "Personal Settings" page within the Web Application.

## **15. FORCE MAJEURE**

If our performance under this Agreement is impeded by causes beyond our control, such as natural disasters, fires, floods, severe weather, earthquakes, vandalism, accidents, sabotage, power failures, denial of service attacks, hacking, internet or network failures, or interruptions, acts of war, acts of terrorism, riots, civil or public disturbances, strikes, lockouts or labour disruptions, any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts, or if another person (including a Social Network) modifies their services or terms, or ceases to offer their services to you or SocialProxy on terms we consider reasonable, we shall not be held responsible to you or any third party for such failure to perform our obligations under this Agreement.