

Terms of Service

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1 General Terms

For the purposes of the Services described herein, Wavelet Systems Ltd may act as the Internet Service Provider (ISP) and the Local Internet Registry (LIR) for the Client. This designation has implications for content compliance obligations, internet resource assignments, and applicable regulatory frameworks as described in these Terms.

1.1 Introduction

These Terms of Service (the “Terms”) form a binding agreement between you and Wavelet Systems Ltd (“Wavelet”, “we”, “us”, or “our”) governing your access to and use of Wavelet’s infrastructure, hosting, and related services (the “Services”). These Terms apply in addition to any separately signed agreement, order form, or statement of work executed between the parties (a “Signed Agreement”). These Terms incorporate by reference the Acceptable Use Policy set out at Section 2, the separately published Privacy Policy, and the separately published Refund and Cancellation Policy, each as updated from time to time in accordance with its own change provisions. The Service Level Agreement is incorporated only where a Signed Agreement or order expressly provides for it. A Signed Agreement may incorporate further documents by reference.

Together, these Terms and the documents incorporated above constitute the entire agreement between the parties with respect to the Services, and supersede any prior or contemporaneous understanding on the same subject matter. In the event of a conflict between them, the following order of precedence applies, from highest to lowest:

- (a) the Signed Agreement, and any Order, including any order form or statement of work;
- (b) the Service Level Agreement, where incorporated;
- (c) the Refund and Cancellation Policy;
- (d) these Terms, including the Acceptable Use Policy; and
- (e) the Privacy Policy.

Notwithstanding this order of precedence, the Privacy Policy controls with respect to Wavelet’s handling of personal information.

1.2 Definitions

In these Terms, the following capitalized terms have the meanings given below. Terms defined in the singular include the plural and vice versa.

“Acceptable Use Policy” or “AUP” means the acceptable use provisions set out at Section 2.

“Client”, “you”, and “your” mean the person or organization that accepts these Terms or uses the Services, and, where these Terms are accepted on behalf of an organization, that organization. These terms are used interchangeably throughout these Terms.

“Hosted Content” means any data, software, code, text, images, audio, video, communications, or other material that you or your end users store, transmit, process, or make accessible using the Services, or that you otherwise place on or route through Wavelet’s infrastructure. Hosted Content does not include Wavelet’s own software, systems, or documentation.

“Internet Resources” means one or more IPv4 or IPv6 address blocks, and any associated routing resources, assigned or reassigned to you by Wavelet under Section 5.

“Order” means an order form, quotation, service order, or other written or electronic record by which you request and Wavelet accepts the provision of specified Services, including a pay-as-you-go or verbal arrangement to purchase Services.

“Privacy Policy” means Wavelet’s separately published privacy policy, as updated from time to time.

“Refund and Cancellation Policy” means Wavelet’s separately published refund and cancellation policy, as updated from time to time.

“Service Level Agreement” or “SLA” means Wavelet’s separately published service level agreement, where incorporated into a Signed Agreement or Order.

“Services” means Wavelet’s infrastructure, hosting, and related services made available to you, as described in your Order or Signed Agreement.

“Signed Agreement” means a separately signed agreement, order form, or statement of work executed between you and Wavelet.

“Wavelet”, “we”, “us”, and “our” mean Wavelet Systems Ltd.

1.3 Acceptance and Foundation

You accept these Terms by any of the following, whichever occurs first:

- (a) indicating your acceptance at registration, including by checking a box confirming that you have read and understand these Terms and the Acceptable Use Policy;
- (b) executing a Signed Agreement that incorporates these Terms by reference; or
- (c) accessing or using the Services.

If you accept these Terms on behalf of an organization, you represent that you have authority to bind that organization, and “you” refers to that organization. These Terms bind you whether or not you have executed a Signed Agreement; a verbal or pay-as-you-go arrangement to purchase Services constitutes use of the Services and acceptance of these Terms.

1.4 Term

These Terms remain in effect for as long as you use the Services or have a Signed Agreement in effect. These Terms terminate automatically upon termination of your Services and any applicable Signed Agreement, except for provisions that by their nature survive termination, including Section 1.5, Section 1.10, Section 1.11, Section 1.12, Section 1.13, Section 1.18, and Section 1.19.

1.5 Fees

You agree to pay all applicable fees set forth in your order or Signed Agreement. Fees are due within the payment window specified there and are non-refundable except as expressly provided in these Terms or in the Refund and Cancellation Policy.

Payments are processed by Stripe, Inc. Wavelet does not store full payment card details. Your use of Stripe is subject to Stripe's own terms and privacy policy.

Wavelet reserves the right to suspend Services for non-payment. Suspension does not relieve you of the obligation to pay outstanding balances. Wavelet may adjust fees upon the notice period specified in your Signed Agreement, or, absent such a period, with a 30 day written notice. Continued use of the Services after a fee adjustment takes effect constitutes acceptance of the new fee.

1.6 Service Levels and Backups

Uptime commitments, service credits, and any Service Level Agreement apply only where a Signed Agreement expressly includes them. In the absence of such an express commitment, the Services are provided without any availability guarantee.

Wavelet may, at its discretion, maintain backups of Hosted Content. Except where you have purchased a backup service or a Signed Agreement expressly provides otherwise, backups are not guaranteed, no backup schedule or restoration capability is promised, and you are solely responsible for maintaining independent backups of all your content and data. You may not rely on Wavelet to retain or restore your data unless you are paying for that service.

1.7 Abuse

In the event Wavelet receives notice of or discovers abuse of the Services by you or any party associated with you, Wavelet will notify you and provide 48 hours to cease the activity or to provide an explanation Wavelet deems satisfactory in its reasonable discretion. If neither condition is met within 48 hours, Wavelet reserves the right to suspend or terminate the Services immediately and may decline to provide services to you in the future.

For violations involving illegal activity under Ohio or federal law, or content that poses an immediate risk of harm to others, Wavelet reserves the right to suspend Services immediately and without prior notice, and additionally reserves the right to report the incident to relevant law enforcement authorities.

1.8 Modifications

Wavelet may modify these Terms at any time. In the event of a material change, you will be notified at least 30 days in advance via the email address on record. After the notice period, the updated Terms take effect and supersede the prior version. If you object to updated Terms during the notice period, you may notify Wavelet in writing and terminate your Services in accordance with the applicable termination procedures; continued use after the effective date constitutes acceptance of the updated Terms.

1.9 Breach

Failure to comply with these Terms, the Acceptable Use Policy, or any Signed Agreement may constitute a material breach. In the event of breach, Wavelet reserves the right to suspend Services and/or terminate the Services and any Signed Agreement. No breach shall be considered excused or waived

unless confirmed in writing by Wavelet, including breaches Wavelet may have previously declined to act upon.

1.10 Warranties

Wavelet warrants that it will perform the Services in a professional and workmanlike manner. Except as expressly stated in these Terms or a Signed Agreement, **THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, AND WAVELET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** Wavelet does not warrant that the Services will be uninterrupted or error-free except to the extent of any service-level commitment in a Signed Agreement. The Services are not designed or intended for high-risk activities of the kind described in the Acceptable Use Policy, and you agree not to use them for those activities except where your Signed Agreement expressly permits it.

1.11 Confidentiality

Each party may receive information of the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure (“Confidential Information”). Wavelet’s Confidential Information includes non-public information about its infrastructure, systems, and security measures. Your Confidential Information includes your non-public service configurations, architecture, traffic and usage data, and the non-public terms of your Signed Agreement.

Each party will use the other’s Confidential Information only as necessary to perform its obligations or exercise its rights under these Terms, will protect it using at least the same degree of care it applies to its own confidential information of similar importance, and will not disclose it to third parties except to its personnel, contractors, and advisors who need it for those purposes and who are bound by confidentiality obligations no less protective than these.

Confidential Information does not include information that is or becomes public through no fault of the receiving party, was known to the receiving party without obligation of confidence before disclosure, is independently developed without use of the disclosing party’s Confidential Information, or is rightfully received from a third party without restriction.

A party may disclose Confidential Information where required by law or valid legal process, provided that, where legally permitted, it gives the other party reasonable advance notice and reasonable cooperation in seeking protective treatment.

These obligations survive termination of these Terms for a period of three (3) years, except that Confidential Information constituting a trade secret remains protected for as long as it remains a trade secret under applicable law.

1.12 Limitation of Liability

To the maximum extent permitted by applicable law, Wavelet shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, lost revenue, lost data, or business interruption, arising out of or related to these Terms or the Services, even if advised of the possibility of such damages.

To the maximum extent permitted by applicable law, and except as otherwise set forth in a Signed Agreement, Wavelet's total cumulative liability arising out of or related to these Terms or the Services shall not exceed the fees paid by you to Wavelet in the twelve (12) months preceding the event giving rise to the claim. Any service credits issued under a Service Level Agreement count toward this limit.

Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for gross negligence, willful misconduct, fraud, or death or personal injury caused by negligence. A Signed Agreement may provide for a different allocation of liability, in which case the Signed Agreement controls as between the parties to it.

1.13 Indemnity

You agree to indemnify, defend, and hold harmless Wavelet and its members, officers, employees, contractors, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- (a) your use of the Services;
- (b) your Hosted Content, including any claim of intellectual property infringement, defamation, or violation of privacy;
- (c) your violation of these Terms, the Acceptable Use Policy, or a Signed Agreement;
- (d) your violation of any applicable law or regulation; or
- (e) your violation of the rights of any third party.

The limitations of liability in Section 1.12 do not limit your obligations under this section.

1.14 Notices

All notices under these Terms shall be in writing and delivered by email to the address on record for each party. Notices to Wavelet shall be sent to legal@waveletsys.com. Notices sent by email are deemed delivered on the business day sent, provided the sender does not receive a non-delivery response.

1.15 Force Majeure

Neither party shall be liable for any failure or delay in performance caused by an event beyond its reasonable control, including:

- (a) acts of God, including earthquakes, floods, storms, fires, and other natural disasters;
- (b) acts of civil or military authority, government orders, embargoes, sanctions, or regulatory action;
- (c) war, invasion, hostilities, terrorism, riot, civil unrest, or insurrection;
- (d) epidemic, pandemic, or public health emergency;
- (e) failure or interruption of power, utility, or telecommunications services not within that party's direct control;
- (f) large-scale cyberattacks or disruptions to internet infrastructure affecting networks beyond Wavelet's own;
- (g) strikes, labor disputes, or industrial action, whether or not involving that party's own personnel;
- (h) failure or delay of an upstream provider, facility operator, or other supplier, where the failure itself arises from a cause described in this section; and
- (i) any other event or circumstance beyond that party's reasonable control that could not have been avoided or overcome by the exercise of reasonable diligence.

The affected party will notify the other as soon as reasonably practicable, will use reasonable efforts to mitigate the effects of the event, and will resume performance as promptly as reasonably practicable. This section does not excuse any obligation to pay amounts already due.

If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate the affected Services on written notice, without liability, and Wavelet will refund prepaid, unused fees on a pro-rata basis.

1.16 Assignment

You may not assign or transfer these Terms or any Signed Agreement, in whole or in part, whether by operation of law, merger, change of control, or otherwise, without Wavelet's prior written consent, which shall not be unreasonably withheld. Wavelet may assign these Terms to an affiliate or successor in interest, or to an acquirer of substantially all of Wavelet's assets, upon written notice to you. These Terms bind and inure to the benefit of the parties and their permitted successors and assigns.

1.17 Severability and Waiver

If any provision of these Terms is found invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, severed, and the remainder shall continue in full force and effect. No failure or delay in exercising any right operates as a waiver, and a waiver of one breach is not a waiver of any subsequent breach.

1.18 Export Control and Sanctions

You represent and warrant that you are not, and are not owned or controlled by, and are not acting on behalf of, any person or entity that is located in, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive sanctions, or that is listed on any restricted or denied party list maintained by the United States or by another jurisdiction in which Wavelet operates infrastructure.

You agree that you will not use the Services, and will not permit any third party to use the Services, in violation of any applicable export control or sanctions law or regulation. You will promptly notify Wavelet if your representations under this section cease to be accurate.

Wavelet may screen Clients and prospective Clients against applicable sanctions and restricted party lists, and may decline to provide, suspend, or terminate the Services where screening identifies a match or where Wavelet reasonably believes provision of the Services would violate applicable law.

This section survives termination of these Terms.

1.19 Governing Law and Jurisdiction

Before commencing proceedings, the parties will attempt in good faith to resolve any dispute arising out of or relating to these Terms or the Services. The party raising the dispute will give written notice describing it and the resolution sought, and the parties will confer within fifteen (15) business days of that notice. If the dispute is not resolved within thirty (30) days of the notice, either party may commence proceedings. This section does not prevent either party from seeking injunctive or other equitable relief at any time, and does not apply to claims for non-payment.

These Terms are governed by and construed in accordance with the laws of the State of Ohio, United States of America, without regard to conflict of law principles. Any disputes not resolved in good faith

shall be brought exclusively in the appropriate state or federal courts located in Ohio, and both parties consent to venue and jurisdiction there, except where mandatory consumer protection law grants a consumer the right to bring proceedings in their place of residence. The prevailing party shall be entitled to recover reasonable legal fees and costs.

Wavelet's network infrastructure includes points of presence in the United States, Canada, Australia, and the United Kingdom. As a result of this network presence, and in Wavelet's capacity as the Client's ISP, Hosted Content transmitted through Wavelet's network may be subject to the laws of those jurisdictions with respect to content legality and acceptable use. You are solely responsible for ensuring that all Hosted Content complies with the laws of every jurisdiction through which it may be transmitted or in which it may be accessed. This provision does not alter the governing law or venue provisions above.

2 Acceptable Use Policy

By using the Services, you agree not to use them, or permit any third party to use them, for any of the following:

2.1 Illegal Activities

Any activity that violates applicable local, state, provincial, federal, or international law. Because Wavelet's network includes points of presence outside Ohio, Hosted Content must comply not only with Ohio and U.S. federal law but also with the laws of the other jurisdictions in which Wavelet operates infrastructure, with respect to content legality and transmission. Prohibited activities include unauthorized access to computer systems, distribution of illegal content, fraud, identity theft, and violations of applicable electronic communications and computer crime statutes.

2.2 Spam and Phishing

Sending unsolicited bulk email, or engaging in phishing, spoofing, or any activity designed to deceive users or collect sensitive information without authorization.

2.3 Automated Collection

Operating automated systems that access third-party services at a volume or frequency that a reasonable operator would consider abusive, that circumvent access controls or rate limits, or that disregard published access policies. This does not restrict lawful automated access conducted at reasonable volume and in accordance with the accessed party's terms.

2.4 Malware and Harmful Code

Hosting, distributing, or knowingly transmitting malicious software, viruses, worms, ransomware, spyware, Trojans, or any other harmful or disruptive code.

2.5 Network Abuse

Launching or facilitating denial-of-service attacks, port scanning, unauthorized network probing, or any other activity intended to disrupt, degrade, or gain unauthorized access to systems or networks.

2.6 Insecure and Abusable Configurations

Operating, whether intentionally or through misconfiguration, any service that can be used to amplify, reflect, or relay traffic to third parties, including open DNS resolvers, open mail relays, and misconfigured NTP, SNMP, memcached, or similar services. You are responsible for securing services you operate on the Services. Where Wavelet identifies such a configuration, Wavelet may notify you and require remediation, and may suspend the affected service where the configuration is being actively exploited or poses an immediate risk to Wavelet's network or its other Clients.

2.7 Intellectual Property Infringement

Hosting or distributing copyrighted or otherwise protected material without proper authorization, including unauthorized reproduction or distribution of software, music, video, images, or other protected works.

2.8 Resource Abuse

Consuming compute, memory, storage, or bandwidth in a manner that materially degrades Wavelet's infrastructure or affects other customers, other than through use consistent with the resources you have provisioned. Where you control your own compute or workloads, you remain responsible for ensuring they do not compromise the shared infrastructure or network.

Unless your Order or Signed Agreement expressly permits it, you may not use the Services for cryptocurrency mining, minting, or comparable proof-of-work or resource-intensive distributed computation. Wavelet may require Clients conducting such activity to move to a service tier priced for sustained full utilization.

2.9 Prohibited Content

Hosting, transmitting, or distributing any content that:

- (a) is defamatory, harassing, threatening, or abusive toward any individual or group;
- (b) promotes or incites discrimination or violence on the basis of race, ethnicity, religion, gender, sexual orientation, disability, national origin, or any other protected characteristic under Ohio or federal law;
- (c) constitutes or facilitates child exploitation or the sexualization of minors in any form, which is strictly prohibited with zero tolerance;
- (d) promotes the unlicensed sale or distribution of prescription medications, controlled substances, or illegal drugs; or
- (e) facilitates unauthorized online gambling or betting in violation of applicable law.

2.10 Impersonation and Fraud

Impersonating any person or entity, forging communication headers, or engaging in any activity intended to deceive or mislead users, systems, or law enforcement.

2.11 High-Risk Use

Using the Services in any application where failure or interruption could reasonably be expected to result in death, personal injury, or severe physical, environmental, or infrastructure damage, including

life support, emergency response, air traffic control, and industrial control systems, unless your Signed Agreement expressly permits it.

2.12 Sensitive and Regulated Data

Storing or transmitting data subject to special regulatory regimes, including protected health information, payment card data, or comparable regulated categories, unless your Signed Agreement expressly permits it and allocates the associated compliance responsibilities. You are solely responsible for ensuring your Hosted Content complies with all applicable data protection and privacy laws.

2.13 Enforcement

Wavelet reserves the right to remove or disable access to any Hosted Content that violates this Acceptable Use Policy, with or without prior notice depending on the severity of the violation, and without liability to you. Repeated or egregious violations may result in immediate termination of the Services and any Signed Agreement.

3 No Duty to Monitor

Wavelet does not, and has no obligation to, monitor, review, screen, or edit the communications, traffic, workloads, or Hosted Content of its Clients or of any person using the Services. Wavelet does not pre-screen Hosted Content and does not control the content transmitted through its network. Any monitoring Wavelet does conduct is limited to network operations, capacity management, security, and abuse detection, and is performed for the protection of Wavelet's infrastructure and its Clients rather than for the purpose of reviewing the substance of Client communications or content.

Wavelet operates as a provider of an interactive computer service within the meaning of 47 USC § 230 and does not act as the publisher or speaker of Hosted Content provided by its Clients or their end users. Wavelet assumes no responsibility or liability for Hosted Content or for the acts or omissions of its Clients or their end users.

Wavelet's right to remove or disable access to Hosted Content under the Acceptable Use Policy, to respond to notifications under the Digital Millennium Copyright Act, or to act on lawful process is a right and not an obligation. Wavelet's exercise of that right in any instance does not create a duty to act in any other instance, does not constitute review or approval of any Hosted Content Wavelet has not removed, and does not waive any protection otherwise available to Wavelet under applicable law.

This section does not limit any obligation Wavelet has under applicable law, including obligations arising under valid legal process, the Electronic Communications Privacy Act, the Digital Millennium Copyright Act, applicable federal criminal law, any State law consistent with 47 USC § 230, the Allow States and Victims to Fight Online Sex Trafficking Act and the sex trafficking provisions at 18 USC § 1591 and § 1595, or Wavelet's repeat-infringer policy. Nothing in this section limits Wavelet's obligations with respect to intellectual property claims, which are addressed in Section 4 of these Terms.

4 Digital Millennium Copyright Act (DMCA)

Wavelet respects intellectual property rights and complies with the Digital Millennium Copyright Act, 17 USC § 512. Wavelet has designated an agent to receive notifications of claimed copyright infringement in connection with Hosted Content stored on its infrastructure.

Wavelet performs functionally distinct roles under 17 USC § 512. Where Wavelet transmits, routes, or provides connections for material through its network, without selecting the material or its recipients and without retaining copies beyond what is reasonably necessary for transmission, Wavelet operates as a provider of transitory digital network communications within the meaning of 17 USC § 512(a). Where Wavelet stores Hosted Content on its systems at the direction of a Client, Wavelet operates as a provider of storage within the meaning of 17 USC § 512(c), and the notification and counter-notification procedures set out below apply to that material.

The procedures in this section apply to material stored on Wavelet's infrastructure. They do not apply to material that merely transits Wavelet's network, for which no notice-and-takedown obligation arises under 17 USC § 512(a).

4.1 Designated Agent

Copyright holders or their authorized representatives who believe that content hosted on Wavelet's infrastructure infringes their copyright may submit a written notification to Wavelet's designated agent by email at abuse@waveletsys.com or by mail to the address on file with the Copyright Office, Designation No. DMCA-1076065.

4.2 Notice Requirements

To be effective under the DMCA, a notification of claimed infringement must be in writing, submitted to the designated agent above, and must include substantially all of the following:

- (a) identification of the copyrighted work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- (b) identification of the material claimed to be infringing and information reasonably sufficient to permit Wavelet to locate the material on its infrastructure;
- (c) contact information for the complaining party, including name, address, telephone number, and email address;
- (d) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (e) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and
- (f) a physical or electronic signature of the person authorized to act on behalf of the copyright owner.

Under 17 USC § 512(f), any person who knowingly materially misrepresents that material is infringing may be liable for damages, including costs and attorneys' fees.

4.3 Wavelet Action

Upon receipt of a valid DMCA notification, Wavelet will act expeditiously to remove or disable access to the allegedly infringing material and will promptly notify the affected Client. Wavelet acts in accordance

with the safe harbor provisions of 17 USC § 512, including processing any counter-notification submitted in accordance with 17 USC § 512(g).

4.4 Counter-Notification

A Client who believes that material was removed or disabled as a result of mistake or misidentification may submit a written counter-notification to the designated agent that includes:

- (a) identification of the material that was removed or disabled and the location at which it appeared before removal;
- (b) a statement under penalty of perjury that the Client has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- (c) the Client's name, address, and telephone number, and a statement that the Client consents to the jurisdiction of the federal district court for the judicial district in which the Client's address is located, or, if the Client's address is outside the United States, any judicial district in which Wavelet may be found, and that the Client will accept service of process from the party who submitted the original notification; and
- (d) a physical or electronic signature of the Client.

Upon receipt of a valid counter-notification, Wavelet will forward it to the complaining party. If the complaining party does not notify Wavelet within ten (10) business days that it has filed an action seeking a court order to restrain the allegedly infringing activity, Wavelet will restore the removed material within ten (10) to fourteen (14) business days of receiving the counter-notification, unless the designated agent first receives notice that the complaining party has filed an action seeking a court order.

4.5 Repeat Infringers

In accordance with 17 USC § 512(i), Wavelet has adopted and reasonably implements a policy of terminating, in appropriate circumstances, the Services of Clients who are repeat infringers.

Wavelet records each valid notification of claimed infringement it receives against a Client, together with any counter-notification and the action taken. A notification that is withdrawn, that is successfully answered by counter-notification, or that Wavelet determines is not valid is not counted for this purpose. Where a Client accumulates repeated valid notifications, Wavelet will assess the Client's account and may, in appropriate circumstances and taking into account the number and seriousness of the notifications and the Client's response to them, suspend or terminate the Services and any Signed Agreement. Wavelet will normally give the Client notice and an opportunity to respond before terminating on this basis, except where immediate action is required.

Nothing in this section limits Wavelet's right to suspend or terminate the Services under Section 1.9 or the Acceptable Use Policy.

4.6 Limitation

This section does not create any obligation for Wavelet to monitor Hosted Content for potential copyright infringement. Wavelet's obligations under this section are limited to responding to valid notifications received in accordance with the DMCA.

5 Internet Resources

5.1 Assignment of Internet Resources

Where included as part of your Services, Wavelet will assign Internet Resources, including one or more IPv4 and/or IPv6 address blocks and any associated routing resources, for use in connection with your Services. Not all Services include Internet Resource assignments; your order or Signed Agreement will specify whether Internet Resources are included.

5.2 Nature of Assignment

Internet Resources assigned to you are provided as a reassignment from Wavelet's allocated address space. Wavelet holds these resources by allocation from ARIN and, acting as a Local Internet Registry, reassigns a portion to you in its capacity as your ISP. You receive these resources as an End User, as that term is defined in applicable ARIN Number Resource Policy, and are authorized to use them solely for your own internal operational purposes in connection with the Services. Your use of Internet Resources is subject to ARIN's policies in addition to these Terms.

5.3 WHOIS Registration

In accordance with applicable ARIN policy and internet industry practice, Wavelet will register your Internet Resource assignment in the appropriate WHOIS directory where ARIN policy requires it. The registration will identify you as the holder of the assigned resources and will be publicly accessible via WHOIS lookup. By accepting an Internet Resource assignment, you consent to publication of your registration information in the WHOIS database as required by ARIN policy and Wavelet's obligations as an LIR.

5.4 Restrictions on Further Reassignment

As an End User of reassigned Internet Resources, you may not further reassign, suballocate, or transfer the assigned Internet Resources to any third party without Wavelet's prior written permission. Any authorized further reassignment must be documented in a Number Resource Agreement, available from Wavelet on request. Unauthorized reassignment or suballocation is a material breach of these Terms and may result in immediate revocation of the assigned resources and termination of the Services.

5.5 Revocation of Internet Resources

Internet Resources assigned to you remain the property of ARIN and are administered by Wavelet subject to ARIN's policies. Wavelet reserves the right to revoke, modify, or reassign Internet Resources upon termination of the Services for any reason; where required by ARIN policy or applicable law; where you use the resources in violation of these Terms or ARIN policy; or where Wavelet's own allocation from ARIN is modified, revoked, or returned. Wavelet will make reasonable efforts to provide advance notice except where immediate action is required to comply with ARIN policy or to address a material breach.

5.6 Identity Verification

Where Wavelet acts as your LIR, in particular when allocating larger blocks of Internet number resources or submitting requests to ARIN on your behalf, applicable policy or regulation may require Wavelet

to verify your identity. Where identity verification is required, you agree to provide the requested documentation. Identity verification is not required for all Clients and is requested only where a specific policy, legal, or regulatory obligation applies. Wavelet's handling of identity documents is described in the Privacy Policy.

5.7 Client Responsibilities

You are responsible for ensuring that your use of assigned Internet Resources complies with all applicable ARIN policies, these Terms, and applicable law, and you agree to cooperate with Wavelet in fulfilling any reporting, registration, or compliance obligations related to the assignment, including promptly providing any information required for WHOIS registration or ARIN compliance.

6 Consumer Rights

Nothing in these Terms limits any statutory rights you may have as a consumer under applicable law. Because Wavelet's Services are prepared to each Client's specifications and requirements, they are customized services; where digital or customized services have been fully performed, any statutory right of withdrawal that might otherwise apply to a distance contract is generally lost once performance has begun with your consent. Where mandatory consumer law grants rights that these Terms would otherwise restrict, those rights prevail.

7 Contact

Wavelet Systems Ltd
Attn: Legal
6545 Market Avenue N.
North Canton, Ohio, 44721 United States

legal@waveletsys.com