

aWebPrezenz Terms of Service

This Terms of Service Policy (the "TOS") sets forth the terms and conditions of your use of hosting and related services ("Services"). In this Agreement "You" and "Your" refer to you or any agent, employee, servant or person authorized to act on your behalf. "We", "Us" and "Our" refer to AYSR Consulting Services, Inc, a Florida corporation, d/b/a aWebPrezenz as well as its subsidiaries and sister companies (collectively "aWebPrezenz"). This Agreement explains our obligations to You, and explains your obligations to us for various services offered by aWebPrezenz.

1. Sharing of Information. As a condition of purchasing and using our plans, You acknowledge and agree that aWebPrezenz may provide Your personal information to their partners, as necessary to provide You with the selected products and services. The provided information falls into the following categories: (a) Information that users provide through optional, voluntary submissions. These are voluntary submissions made by You in order to receive our electronic newsletters, to participate in our message boards or forums, to email a friend, and to participate in polls and surveys; and (b) Information aWebPrezenz gathers through aggregated tracking information derived mainly by tallying page views throughout our sites. This information allows us to better tailor our content to users' needs and to help our advertisers and sponsors better understand the demographics of our audience. Under no circumstances does aWebPrezenz divulge any information about an individual user to a third party. Further information regarding the nature of information shared by aWebPrezenz can be obtained by reviewing the Privacy Policy. You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed on the Whois.

2. User Obligations. You represent and warrant to aWebPrezenz that: Your content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your server content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your server account. You also represent and warrant that the server content being hosted by aWebPrezenz shall not be used in connection with any illegal activity and shall not contain any type of Adult Only material.

3. Network Interruptions. aWebPrezenz will use its best efforts to maintain a full time Internet presence for Your account. You hereby acknowledge that the network may, at various time intervals, be down due, but not restricted to, utility

interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall aWebPrezenz be liable to You for any damages resulting from or related to any failure or delay of aWebPrezenz in providing access to the Internet under this Agreement. In no event shall aWebPrezenz be liable to You for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of aWebPrezenz under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive the termination of this Agreement.

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

5. IP Address. aWebPrezenz assigns to You an Internet Protocol ("IP") address in connection with Your use of the aWebPrezenz services. The right to use that IP address will remain with and belong only to aWebPrezenz, and You will have no right to use that IP address except as allowed by aWebPrezenz in its sole and absolute discretion.

6. Payment Terms.

- You may receive a full refund if Your account in good standing is cancelled within the first year after sign up. If the account holder cancels after the time period specified, there will be no refund given. We will refund 100% of hosting fees to date, any setup fees and the price of your domain name for said year. Refunds do NOT apply to any fees charged to custom design a website for you. All custom designed pages remain intellectual property of aWebPrezenz upon termination of your account.
- aWebPrezenz may temporarily deny service or terminate this Agreement upon Your failure to pay charges when they become due. Such termination or denial will not relieve You of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
- If Your account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 5% per month until the outstanding balance is paid in full. After your domain has been suspended for lack of payment, you will NOT be eligible for the full refund.
- If You improperly charge back for services rendered, Your account will be terminated and a \$150.00 charge back fee will be added to the amount charged back by You.
- For closed accounts there is a \$25 per incident charge for all inquiries regarding previous services and or support.

- Backups of new/changed data are made weekly for shared servers. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is Your responsibility to maintain local copies of their web content and information. A "Backup/Restore" feature is included with each hosting plan and You can use this tool to back up Your files. If loss of data occurs due to an error of aWebPrezenz, we will attempt to recover the data for no charge to the client. If data loss occurs due to negligence of a client in securing their account or by an action of the client, aWebPrezenz will attempt to recover the data from the most recent archive for a \$25.00 fee.

7. Cancellation. In order to cancel an account with aWebPrezenz, the Account Holder must submit a helpdesk ticket through our Support Page at least 7 working days before the account is due to renew. You must also cancel the subscription from your PayPal account if this is the method through which payment is secured. This is the only way in which the user may officially terminate his or her account with aWebPrezenz.

8. Prohibited Activities:

- You agree not to engage in unacceptable use of any of aWebPrezenz products and/or services, which includes, without limitation, use of aWebPrezenz products and/or services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email or unreasonably large volumes of email on a daily basis, provided, aWebPrezenz, in its sole discretion, may permit You, if You have a legitimate purpose and after written request, to send more email than aWebPrezenz's standard SMTP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which You do not have authorization to access or at a level exceeding Your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) engage in any other activity deemed by aWebPrezenz to be in conflict with the spirit or intent of this Agreement or

any aWebPrez policy; or (ix) use Your account as an "open relay" or similar purposes. This includes but is not limited to pirated software, hacking programs or archives, warez and mp3 sites and IRC bots. aWebPrez is the sole arbiter as to what constitutes a violation of this provision.

- Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
- It is a violation for anyone to employ posts or programs which consume excessive CPU time or storage space; permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the user's own account; or resell access to CGI scripts installed on our servers. aWebPrez prohibits the running of a public recursive DNS service on any aWebPrez server. All recursive DNS servers must be secured to allow only internet network access or a limited set of IP addresses. aWebPrez actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.
- You are responsible for ensuring that there is no excessive overloading of aWebPrez's DNS system or servers. In the event that You exceed Your allotted bandwidth and thereby overload aWebPrez's DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use aWebPrez's servers and Your Server Account as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and aWebPrez reserves the right to immediately remove sites that contain information about hacking or links to such information. Use of your server account as an anonymous gateway is prohibited, as is Your use of aWebPrez products and/or services to restrict or inhibit any other user from using and enjoying the Internet. You acknowledge and agree that aWebPrez has the right to remove Your server content temporarily or permanently from its dedicated servers if aWebPrez is the recipient of activities that threaten the stability of its network.

9. Disk Usage Provision. 90% or more of your content on your website must be linked from an HTML or similarly coded web page where all content is freely available to the public. Your website consists of web pages of a standard design, essentially HTML based text and graphics. Downloadable files, media, streaming

content or any file which consumes more than 500kb of space must not exceed 10% of your total used disk quota.

10. Storage and Security. At all times, You shall bear full risk of loss and damage to Your server and all of Your server content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You acknowledge and agree that You are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the server or any of Your server content displayed, linked, transmitted through or stored on the server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your server content; (ii) maintain independent archival and backup copies of Your server content; (iii) ensure the security, confidentiality and integrity of Your server content transmitted through or stored on aWebPrezenz servers; and (iv) ensure the confidentiality of Your password. aWebPrezenz's servers are not an archive and aWebPrezenz shall have no liability to You or any other person for loss, damage or destruction of any of Your content. The services offered by aWebPrezenz are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be utilized as such without further compliance activity. aWebPrezenz shall have no liability to You or any other person for Your use of aWebPrezenz products and/or services in violation of these terms.

11. Transfer of Content. In the event You terminate this Agreement or Your use of aWebPrezenz products and/or services, then moving Your server content off of the aWebPrezenz dedicated servers is Your responsibility. aWebPrezenz will not transfer or FTP Your server content to another provider. In the event Your use of aWebPrezenz products and/or services is terminated, aWebPrezenz will not transfer or manage Your Dedicated Services or Your server content.

12. Third-Party Software. Additionally, in the event You elect to install or seek assistance from aWebPrezenz in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant that You have the right to use and install such third-party software and that the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless aWebPrezenz and its employees, officers and directors for, from and against any and all claims brought against aWebPrezenz and its employees, officers and directors by a third-party alleging that such software infringes (i) the third-party's rights or (ii) a U.S. patent, trademark, copyright or other intellectual property right, and shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements made by aWebPrezenz in connection with any such claims.

13. aWebPrezenz Reservation of Rights.

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

14. Limitation of Liability; Waiver and Release. The services offered by aWebPrezenz are being provided on an "AS IS" and aWebPrezenz expressly disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted or authorized by law. Without limitation of the foregoing, aWebPrezenz expressly does not warrant that aWebPrezenz services and/or products will meet Your requirements, function as intended, or that the use of the provided services will be uninterrupted or error free. In no event shall aWebPrezenz be liable for any or all direct, indirect, incidental, special, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including, but not limited to, negligence or otherwise) arising in any way out of the use of the services, even if aWebPrezenz is aware of or has been advised of the possibility of such damages. Accordingly, You for Yourself and all of Your heirs, personal representatives,

predecessors, successors and assigns, hereby fully release, remise, and forever discharge aWebPrezenz and all affiliates of aWebPrezenz, and all officers, agents, employees, and representatives of aWebPrezenz, and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the products and services and Your acquisition and use thereof, including, but not limited to, the provision of aWebPrezenz services and/or products by aWebPrezenz and its agents and employees.

15. **Notices.** You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account and/or domain name WHOIS information you have provided.

16. **Legal Age.** You attest that you are of legal age to enter into this Agreement.

17. **Final Agreement.** This Agreement, the referenced agreements, together with all modifications, constitute the complete and exclusive agreement between You and aWebPrezenz, and supersede and govern all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of aWebPrezenz.

18. **No Agency Relationship.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

19. **Waiver.** The failure of aWebPrezenz to require Your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

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

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

22. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over aWebPrezenz, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, aWebPrezenz may immediately terminate this Agreement.

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

This document was last revised on Wednesday, April 22, 2009