ECOMITIZE SERVICE LEVEL AGREEMENT

1. ACCEPTANCE OF TERMS OF SERVICE

A. Ecomitize.com (hereafter "Ecomitize") hereby agrees to deliver the services described in the Service Order provided to customer ("Customer") at the time of purchase, subject to the following Terms of Service (hereafter the "TOS"). The use of Ecomitize's services, network(s) and/or system(s) (collectively and individually, the "Services") constitutes Customer's unconditional acceptance, on behalf of itself, its employees, contractors, affiliates, agents, invitees and end users, of the TOS and any policies, regulations and/or documents incorporated herein by express reference. The TOS and Service Order shall be collectively referred to herein as the "Agreement."

B. Due to changing technologies, changing laws and the individual and collective needs of our Customers, Ecomitize reserves the right, in its sole discretion, to modify the TOS at any time. Any modified TOS will be posted on the Ecomitize website at http://Ecomitize.com. Ecomitize will make reasonable efforts to provide Customer with advance notice of modifications, however it remains Customer's sole responsibility to review the TOS on an ongoing basis in order to familiarize itself with any such modifications, and Customer's continued use of the Services shall confirm Customer's acceptance, on behalf of itself, its employees, contractors, affiliates, agents, invitees and end users, of the TOS as modified. If a Customer does not agree to a material modification to the TOS, the Customer's sole and exclusive remedy shall be to cease all use of the Services and cancel Customer's account as set forth in Section 2.D. below.

2. TERM, RENEWAL, TERMINATION AND CANCELLATION

A. Term of Service. The initial term of the Agreement shall commence upon the date set forth on the Service Order and continue for the full duration as described therein, subject to the renewal, termination and cancellation provisions set forth herein. The initial term and any renewal terms shall hereafter be referred to as the "Term."

B. Renewal. The Agreement shall automatically renew for successive periods of time equal to that of the initial term, commencing immediately upon the expiration of the prior term, unless Ecomitize receives written notice of Customer's intention not to renew no later than fourteen (14) days prior to the expiration of then-current term. Notice of Customer's intention not to renew must be sent from Customer via email to support@Ecomitize.com, and include verification of ownership (i.e., password/passphrase) of the hosting account and/or domain(s), as determined by Ecomitize. Non-secure information such as contact e-mail or billing address is not sufficient to verify ownership.

C. Termination. Ecomitize shall have the option to suspend performance of the Agreement, or terminate the Agreement, with or without prior notice to Customer, (i) immediately upon notification that Customer is engaged in any Prohibited Use as defined herein or upon the occurrence of any material, noncurable breach of the Agreement; (ii) in the event that Customer has breached any material term of the Agreement and fails to cure the same within ten (10) days following receipt of written notice thereof (five (5) days in the event of failure to pay monies due hereunder). Any and all amounts due and payable hereunder, including amounts accruing through the date of termination, shall survive said termination and shall become immediately due and payable.

The customer may terminate this Agreement if Ecomitize is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice

thereof. Customer may terminate this Agreement for convenience at any time subject to 10 calendar days' advance notice to Ecomitize in writing and a reasonable opportunity to cure any alleged default(s).

D. Cancellation.

i. Free Trial Period. In the event that Customer's Service Order provides for a free trial hosting period ("Free Trial Period") for new hosting account registrations, cancellation and refund of fees paid shall be subject to the following: (a) All fees paid for account setup fees and/or the purchase of SSL certificates, are nonrefundable; (b) No fees will be refundable if Notice of Cancellation is not received within the Free Trial Period or if Customer is in violation of the Agreement; Cancellation prior to the end of the Free Trial Period will be deemed effective upon receipt of notice as set forth in 2.D.iii below.

ii. Material Change in TOS. Customer shall have the option to cancel the Agreement as a result of a material change of the TOS only upon the following: (a) Written notice by Customer to Ecomitize within thirty (30) days of the change stating the reason(s) for Customer's objection thereto and confirming Customer's cessation of use of the Services; (b) Customer's participation in good faith negotiations with Ecomitize to resolve any and all disputes or issues arising from the material change; and (c) Ecomitize's final determination not to rescind or waive the change, or its failure to do so within 30 days of Customer's compliance with the foregoing requirements. Customer may exercise its option by submitting a Notice of Cancellation to be effective no earlier than the date of Customer's actual cessation of the Services. Such cancellation will result in a refund of any and all fees paid and attributable to the cancelled portion of the Term, less any outstanding balances, charges or fees. Continued use of the Services following Customer's notification of any change to the TOS shall be deemed a waiver by Customer of any and all objections to the changes and any cancellation option set forth herein.

iii. Notice of Cancellation. Customer agrees to direct all cancellation requests to Ecomitize via email accounting@Ecomitize.com. The cancellation request must include verification of ownership (i.e. password/passphrase) of the hosting account and/or domain(s), as determined by Ecomitize. Customer may also be required to confirm to Ecomitize that all emails, files, and databases are preserved and backed up somewhere other than Ecomitize server space.

3. PAYMENT

Payment. In consideration of the Services, Customer agrees to pay all fees and charges set forth in the Agreement, at the times and in the manner set forth herein. Ecomitize will use commercially reasonable efforts to provide Customer with an electronic copy of the most current invoice approximately (10) days prior to the monthly billing date, with payment due immediately upon delivery of a hard copy to Customer. Customers who have arranged for automatic payment by credit card or other means will have an automatic charge (i.e. debit) to their account executed as of the billing date set forth on the invoice for the full amount due and payable as reflected therein. Customer agrees to update and keep current all billing information, email and all other contact information necessary to ensure proper billing and continuity of services. Customer shall be responsible for all costs, charges and fees arising from erroneous account information and/or insufficient funds, which will include a $50 billing service fee. Payments received later than fourteen (14) days after the invoice date will incur a late fee at a rate of 1.5% per month in addition to all other remedies set forth herein or available at law, including but not limited to the suspension or termination of Service and/or a $50 reactivation fee.

4. SUPPORT SERVICES

A. Standard Support. Ecomitize provides complimentary standard support on all servers and services as delivered. Standard support is free and includes the following: accounting and billing questions, network questions & troubleshooting, hardware questions & troubleshooting, server reboots and console access and OS reloads. Ecomitize will provide an Internet-based support system ("Support System") generally available seven (7) days a week, twenty-four (24) hours a day. Ecomitize will provide support services by implementing and deploying "Requests" that are tracked centrally through the support tickets. Some examples of the support requests are:

- The server / application is down
- Database server is slow
- Extra backup is needed

Requests will be categorized as follows:

PRIORITY 1 - NORMAL REQUEST
Ecomitize will use commercially reasonable efforts to complete a Normal Request within 48 hours of notification. All consulting requests will be submitted as Normal requests. Ecomitize will attempt to notify the Customer if the request cannot be resolved within 48 hours using commercially reasonable efforts. Normal Request can be upgraded to Emergency Request if deemed appropriate by Ecomitize.

PRIORITY 2 - EMERGENCY REQUEST
Ecomitize will use commercially reasonable efforts to complete an Emergency Request within 24 hours of notification. Priority will be given to Emergency Requests over Normal requests. Emergency Request may be downgraded to Normal Request if deemed appropriate by Ecomitize.

B. Hourly Services. Standard support is limited to resolving issues related to Ecomitize hosting service only. It does not extend to services including (but not limited to) custom web design and programming, or configuring, fixing or installing scripts or third party software. Any additional services needed by the Customer, but not covered by Standard support, will be billed at the then-prevailing standard hourly rate (currently $80.00 USD/hour). The Customer will be informed of additional fees before the work is started and Ecomitize will seek written preapproval from the Customer or designee and provide an estimate of the number of hours it expects to charge before commencing any work to be billed at the aforementioned hourly rate.

C. Upgrades. Customers requesting an upgrade/downgrade of Service (i.e. storage, backup, etc.) shall submit such request to Ecomitize in writing. Any such request will be approved or denied in the sole discretion of Ecomitize, and may be conditioned upon Customer's written acceptance of associated billing changes and/or hourly service charges.

5. PROPRIETARY RIGHTS

The Agreement does not give Customer any rights in Ecomitize intellectual property or technology. Ecomitize and related trademarks and logos are the exclusive property of Ecomitize. Ecomitize and Customer agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party.

Notwithstanding the foregoing, nothing herein shall bar Ecomitize from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

6. SECURITY AND OWNERSHIP

A. Site Security. Ecomitize uses industry standard means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Customer's obligation to maintain and control passwords to Customer's web site(s), and Customer exclusively is responsible for all activities that occur in connection with Customer's user name, password, registered domain name(s); as well as any and all scripts or programs added to the account by the Customer or authorized users. Customer agrees to immediately notify Ecomitize of any unauthorized uses of the Service or any other breaches of security. Ecomitize will not be liable for any loss or damages of any kind, under any legal theory, caused by Customer's failure to comply with the foregoing security obligations or caused by any person to whom Customer grants access to the Services.

In the event that Ecomitize detects that the security or integrity of Customer's Website(s) has/have been compromised, Ecomitize may inform the Customer of software upgrades or other measures available to prevent, mitigate or remedy such failures (including but not limited to the removal and reinstallation of Customer Content), and reserves the right to disconnect Service until and unless such upgrades or measures are carried out by the Customer.

B. Security Violations. Customers are prohibited from violating or attempting to violate the security of Ecomitize's network and any and all components thereof. Violations of system or network security may result in civil or criminal liability. Ecomitize will investigate any such occurrences of which it becomes aware, and may involve and cooperate with law enforcement authorities in prosecuting Customers who are involved in such acts. These violations include, but are not limited to:

i. Accessing data not intended for such Customer or logging into a server or account, which such Customer is not authorized to access.

ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

iii. Attempting to interfere with service to any Customer, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing" or "crashing."

iv. Forging any TCP/IP packet header.

v. Taking any action in order to obtain services to which Customer is not entitled.

C. Access and Control Policy. When a new account or domain, as applicable, is registered with or transferred to Ecomitize or with one of its affiliates, the process requires and results in the creation of the following within the records of Ecomitize, in association with said new account or domain: i) Name of person registering; ii) email address; iii) user name; iv) password; and, v) associated payment information, etc.

i. All notices, bills and other communications from Ecomitize shall be sent to the person(s) or entity reflected upon the Service Order as the presumptive account owner and/or authorized representative thereof unless and until changed or transferred in accordance with the terms herein or as determined by a court of competent jurisdiction.

ii. If a person contacts Ecomitize and claims that he or she is entitled to access to an account, website, or domain registered with Ecomitize or its affiliate but is without access (for any reason such as but not limited to forgotten password or forgotten user name, data loss or corruption on personal computer, improperly locked out, and so forth), Ecomitize will give access to the person who acceptably evidences he or she has substantially all of: i) name of the person who originally registered; ii) email address of the person who originally registered; iii) the user name of the person who originally registered, if possible. Otherwise, Ecomitize will not give access or control to a claimant unless Ecomitize is served with a valid order of a court, agency, or appropriate Internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring Ecomitize to give such access and control to said claimant or unless there is submitted to Ecomitize at support@ecomitize.com a written statement duly signed by the person who originally registered said account which statement is duly notarized, and in which said originally registering person confirms that said claimant is entitled to access and/or control of the account, together with a written notarized statement duly signed by claimant which confirms claimant is entitled to access and control of said account, website and/or domain and has read and agreed to these Terms of Service.

iii. Customer acknowledges and accepts that the foregoing access and control policy and procedures are the only way that notice(s) can be given and changes can be effected regarding said access and/or control; and, further, that any other changes made directly by Customer or by others within the online records of Ecomitize or of its affiliates shall not be deemed effective to give notice to Ecomitize or its affiliates of any changes in said access or control. Customer agrees not to bring any claim in the form of a lawsuit or otherwise against Ecomitize arising out of its compliance with said policy and procedure, agrees immediately to dismiss any claim so brought, and hereby releases Ecomitize from all liability and all claims for damages or any other liability whatsoever that may arise out of Ecomitize's following said policy and procedure.

D. License to Ecomitize. Ecomitize claims no ownership interest in the content of Customer's web site(s). By submitting content and data to Ecomitize, Customer grants to Ecomitize, its successors and assigns, the worldwide, royalty-free, and nonexclusive license to use, distribute, display, reproduce, perform and create derivative works from such material in any and all media, in order to perform the Services, including maintaining such content and data on Ecomitize's servers for the benefit of Customer and Customer’s end-users during the Term.

E. Transfer of Ownership. Ecomitize is not responsible to determine ownership of websites hosted by, accounts opened with, or domains registered with Ecomitize or its affiliates. By accessing Ecomitize’s system, registering, or using any of the services provided by Ecomitize, the Customer, or any other person so accessing, registering or using, hereby represents and warrants that the information provided in connection with said registration, including as well information concerning ownership of websites, domains, and accounts, is true, accurate, and complete in each material detail.

i. Ecomitize will recognize a change of ownership of account(s) with, of websites hosted by, and/or of domains registered with Ecomitize or its affiliates only in the event that at least one of the following occur: i) there is received by the Compliance Manager (support@ecomitize.com) a written statement in a form acceptable to Ecomitize or applicable affiliate containing the notarized signature of the original owner of the account, website, and/or

domain, as applicable, confirming that ownership of the website, domain, and/or account, as applicable, has been transferred to a person (claimant) claiming to own said website, domain and/or account, as applicable, along with a written statement containing the notarized signature of the claimant confirming that she or he has acquired said ownership, has read and agrees to be bound by the TOS; or, ii) Ecomitize is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned Names and Numbers (ICANN), requiring Ecomitize (or affiliate) to transfer such ownership to said claimant.

ii. Changes made directly by Customer or by others within the online records of Ecomitize or of its affiliates shall not be deemed effective to give notice to Ecomitize or its affiliates of any changes in said ownership.

F. Disputes. In the event of a dispute between Customer and a third party respecting ownership of or rights in a site hosted by Ecomitize, in an associated Ecomitize account or respecting ownership or control of material, content or data contained on Customer's site, then Ecomitize will, to the extent of its knowledge and ability, notify the disputing parties and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves Ecomitize of all liability or obligations concerning the dispute. If the disputing persons fail to resolve the dispute within what Ecomitize, in its sole judgment, deems to be a reasonable time (which, in the case of an actual or potential claim of infringement may be immediately), then Ecomitize, at its option and without any obligation to do so, may (i) suspend or terminate the Service and/or Agreement, and maintain possession and control of all disputed rights, accounts and property pending resolution of the dispute to the satisfaction of Ecomitize; and/or (ii), file an action in a court of competent jurisdiction for the purpose of allowing the contending persons to resolve said dispute and to reach certainty regarding ownership of or rights in said site and/or account. The person or persons conclusively and finally determined by a court action to be the rightful owner(s) or interest holder(s) of said site and/or associated account and/or content, content or data shall be obligated to reimburse Ecomitize for all of its expenses relative to said action including without limit all its court costs and reasonable attorney fees. All amounts owed to Ecomitize under this section 5.E. shall be deemed due and payable thirty (30) days following judgment or settlement of the dispute.

7. PRIVACY POLICY

A. Commitment. Ecomitize's commitment to Customers' privacy is set forth in this Section 7. Except as required by law or as otherwise provided herein, Ecomitize will collect the minimum amount of information about its Customers that is reasonably necessary or useful to provide Customers with satisfactory Service and support, and take commercially reasonable steps to ensure the privacy of that information. This Policy indicates the type of processes that may result in Customer information, and information of its employees, contractors, affiliates, agents, invitees and end users of the Services ("Customer Information") being collected, how and when Ecomitize might use that information, and who has access to this information. If you have a question about how a certain type of information is handled, please e-mail us at support@ecomitize.com.

B. Third Party Services. In order to provide the Service, Ecomitize may integrate, utilize or offer products and services that are provided by third parties (Third Party Services). These Third Party Services may collect and use information in ways that differ from those set out in this Privacy Policy. We take all available measures to select affiliates and service providers that are ethical and provide similar privacy protection to their customers. We do not make any representations about, and take no

responsibility for, the practices or policies of these companies, however, if we have access to their privacy policies, we will provide them to you on your request.

C. Information that we collect. Ecomitize may collect some or all of the following Customer Information:

i. Customer Record – Customers provide us with their name, address, email, phone number, and credit card or billing information. Customers may also provide us with their fax number and company affiliation (together "Customer Record").

ii. Inquiries - When Customers contact us we may ask for information that allows us to contact them, validate the seriousness of their inquiry and request specific information related to the reason they have contacted us (Customer Inquiry Information).

iii. Surveys - Customers may be offered the opportunity to respond to surveys, questionnaires and other requests for information (Survey Information). The types of data that Customers provide to us are set out in the survey request.

iv. Statistical Information - All of our servers collect statistical information such as Customer's IP addresses, dates Customers visit, computers Customers are using, and operating system, among other data (Statistical Information).

v. Cookies – Ecomitize websites use cookies. These data files are read by our server(s) to determine whether Customers have visited our site before, how often, the length of time and which pages Customers view.

D. Data Retention and Security. Ecomitize keeps the information covered by our Privacy Policy indefinitely. Customer Information kept by Ecomitize is protected using industry standard security measures. No means of communication or information transmission or storage is totally secure. Because of this Ecomitize is not responsible for loss, corruption or unauthorized acquisition and use of information covered by this Privacy Policy, or for any resulting damages, including unauthorized acquisition and use.

E. Disclosure. Our employees, business affiliates and associates are required to keep Customer Information, as well as all login information, passwords, files, databases, web design and configuration information, confidential unless disclosure is authorized in this Privacy Policy or by the Customer, subject to the following:

i. Ecomitize will share information with providers of Third Party Services as reasonably necessary to perform functions on our behalf. Ecomitize will not use Customer information for our own or any joint marketing purposes. Ecomitize does not own the Customer data and Ecomitize will not sell the data except as described in section E (iv) of this agreement.

ii. Ecomitize will respond to subpoenas, court orders, or other legal process, and will utilize Customer information as necessary to establish or exercise Ecomitize's legal rights or defend against legal claims. Ecomitize shall, in its sole discretion and as permitted by applicable law, charge the person or entity submitting a civil subpoena for reasonable costs associated with subpoena compliance.

iii. Ecomitize will share information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations or suspected violations of the Agreement, or as otherwise required by law.

iv. Ecomitize may transfer information about Customers to a company or entity acquiring all or substantially all of Ecomitize's assets and/or interests, in which event Ecomitize will notify Customer.

F. Anonymity. Ecomitize will use reasonable efforts to notify Customer in the event that it receives notice of an actual or potential legal claim from a third party based on the anonymity of Customer's domain. Customer shall provide Ecomitize with written confirmation within five (5) business days following receipt of such notice that Customer has contacted the plaintiff or representative for the complainant and made Customer's contact information available to them. Failure to provide timely written confirmation may be considered a breach of the Agreement and may result in suspension or termination of the Service, deactivation of any and all domain name(s) and/or forfeiture of the right to privacy on a domain.

G. Customer shall be solely responsible for compliance with all applicable state and federal laws respecting the privacy of protected information, including but not limited to HIPPA respecting private health and medical information and COPPA respecting personal information gathered from children. Customer shall indemnify Ecomitize from and against all penalties, charges, fees, damages, awards and costs, including but not limited to reasonable attorney fees, arising from Customer's failure to adhere to such laws.

H. Contacting Us. If you have any questions about our Privacy Policy, or if you want to know what information we have collected about you, to correct any factual errors in that information or to request remove of details from any list under our control, please email us at support@ecomitize.com.

8. PROHIBITED USES

The following list provides a number of general prohibited uses of the Services that may subject Customer's account to immediate suspension or termination in Ecomitize's sole discretion. Any attempt or agreement to engage in a prohibited use shall be treated the same in all respects as the actual engagement in such use. Please note that the following list does not represent a comprehensive or complete list of all prohibited uses.

A. Unlawful Activities. The Services and/or Third Party Services shall not be used in violation of any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. This includes, but is not limited to:

(i) Unlawful gambling activities

(ii) Export Control violations

(iii) Threats, harassment and abuse of any individual, organization or business

(iv) Fraudulent activities

(v) Terrorist websites or other sites advocating human violence and hate crimes based upon religion, ethnicity or country of origin

(vi) Unlawful high yield investment plans, Ponzi schemes or linking to and or advertising such schemes

B. Child Pornography: In particular, the Services and/or Third Party Services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store child pornography.

C. Unsolicited Email: The use of the Services and/or Third Party Services to send or receive mass unsolicited email ("SPAM"). This prohibition includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services. The falsifying of packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin or knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the Customer mails or sends.

D. Email Bombing: The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or overflow email services.

E. Proxy Email: The use of the Services and/or Third Party Services as a proxy email server to forward email to unrelated Third Parties.

F. UseNet SPAM: The use of Services and/or Third Party Services to send, receive, forward, or post UseNet unsolicited email or posts. This includes UseNet services located within the Ecomitize network or unrelated networks of Third Parties. Ecomitize may limit an amount of emails per hour to be sent from any individual hosting account. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org, or similarly recognized databases, is prohibited.

G. Hacking: The use of the Services and/or Third Party Services or hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network.

H. Threatening Material or Content: The Services and/or Third Party Services shall not be used to host, post, transmit, or retransmit any content or material that harasses, or threatens the health or safety of others. In addition, Ecomitize reserves the right to decline to provide Services and/or Third Party Services if the content is determined by Ecomitize to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

I. Violation of Intellectual Property Rights: The Services and/or Third Party Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Ecomitize or any other party, including but not limited to any rights protected by any copyright, patent,

trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

J. Distribution of Malware: The storage, distribution, fabrication, or use of malware, including without limitation, virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity is prohibited. The use of such programs in the normal ordinary course of business, however, may be requested by Customer and approved by Ecomitize on a case by case basis.

K. Phishing: Any activity designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any activity related to phishing activities may result in the immediate suspension of Customer's account.

L. Denial of Service. Any activity to implement or assist in the implementation of denial of service attack. Ecomitize absolutely prohibits the use of Services and/or Third Party Services for the origination, propagation or control of denial of service attacks ("DoS") or distributed denial of service attacks ("DDoS"). Customers may not utilize the Services to perform DoS or DDoS mitigation activities (such as service proxying or data scrubbing) which may result in attracting inbound denial of service attacks toward the Services. Any relation to DoS or DDoS type activity is a direct violation of the TOS.

M. Prohibited Offerings. No Customer may utilize the Services and/or Third Party Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.

N. Private Information and Images. Customers may not post or disclose any personal or private information about or images of children or any third party without the advance consent of said party (or a parent's consent in the case of a minor) and compliance with all applicable laws.

O. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

P. Viruses and Other Destructive Activities. Use of the Services and/or Third Party Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

Q. Other Activities. Engaging in any activity that, in Ecomitize's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services and/or Third Party Services, Ecomitize's business, operations, reputation, goodwill, Customers and/or Customer relations, or the ability of Ecomitize's Customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate the TOS. In addition, the failure of Customer to cooperate with

Ecomitize in correcting or preventing violations of these Terms by, or that result from the activity of, a Customer, patron, customer, invitee, visitor, or guest of the Customer constitutes a violation of the TOS by Customer.

9. COPYRIGHT NOTICE INFRINGEMENT INFORMATION

In accordance with the Digital Millennium Copyright Act, Ecomitize has adopted a policy that provides for termination of websites hosted by Ecomitize that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted by Ecomitize or an Ecomitize subsidiary, and the copyright holder wants Ecomitize to remove the website or disable the material in question, the copyright holder must first provide all of the following information.

A. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.

B. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.

C. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.

D. A statement that the person giving the notification has a good faith belief that 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 person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Email DMCA reports to support@ecomitize.com.

10. GENERAL

A. Promotional Pricing. Ecomitize may periodically offer "free" or discounted services or credits in connection with a promotional offer. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Customer downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply, Customer will forfeit any unused free credits or service offered under the promotional package and Ecomitize will charge Customer the prevailing fees for any free credits redeemed or service used by Customer under the promotional package.

B. Backups. For its own operational efficiencies and purposes, Ecomitize from time to time backs up data on its servers, but is under no obligation or duty to Customer to do so. IT IS SOLELY CUSTOMER'S DUTY AND RESPONSIBILITY TO BACKUP CUSTOMER'S FILES AND DATA stored on Ecomitize

servers, AND UNDER NO CIRCUMSTANCE WILL ECOMITIZE BE LIABLE TO ANYONE FOR DAMAGES OF ANY KIND under any legal theory for loss of Customer files and/or data on any Ecomitize servers. Ecomitize will not attempt to back up accounts that exceed 50,000 files or 10 Gigs of space for any reason. Ecomitize provides many backup options: GitHub, on-site and off-site nightly backups, sync with development server(s), etc. Ecomitize performs nightly backups on all of our hosting solutions to ensure that critical files are never lost. You can customize your backup retention period, backup archive location, and the backup priority in relation to other Ecomitize services. The type of backup performed will also dictate the availability of restorable media; restore points, "snapshots," or any other data backup or storage requirement that may be needed by the Customer at any given time. Ecomitize is not responsible for loss of data or absence of a backup between the time a backup starts and the next scheduled backup. We cannot ensure 100% recovery, but we will do our best to recover everything we can. If your account or data is lost due to hardware issues, we will restore your files at no additional charge.

C. Monitoring and Disclosures. All activities occurring on, in, and/or via the Services or any website hosted by Ecomitize may be monitored, recorded, and examined by any authorized person, including as well law enforcement. In general, Ecomitize does not monitor its Customers' websites or activities to determine whether they are in compliance with the TOS. However, when and if Ecomitize becomes aware of any violation of the TOS, Ecomitize may take any lawful action to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via Ecomitize, and/or removing non-complying information. Ecomitize reserves the right to take any such action even though such action may affect other Customers, patrons, customers, invitees, visitors, or guests of the Customer. Ecomitize may disclose any information in its possession, including, without limitation, information about Customers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect Ecomitize or others from harm, and/or to ensure the proper operation of the Services. Ecomitize has no obligation to notify any person, including the Customer about whom information is sought, that Ecomitize has provided the information.

D. Accurate Account Information. Customer must continually update and keep accurate and current contact information stored and saved on Ecomitize in order to avoid possible suspension or termination of the Service and/or Agreement.

E. Renewal of Domain(s). Customer acknowledges and confirms that the obligation to renew his/her/its Domain(s) is solely and exclusively the responsibility of the Customer, and is not the obligation (contractual or otherwise) of Ecomitize.

11. SHARED HOSTING AND "FAIR USAGE"

A. Customer is entitled to utilize the Services up to what is allotted in this Service Order or by what is physically available. In addition, Ecomitize does not set an arbitrary limit or cap on the amount of additional resources a single Customer can use. By not setting limits on key resources, we are able to provide simple, consistent pricing to our Customers as they grow their websites, and Ecomitize will make every commercially reasonable effort to provide additional resources to Customers who are using their website(s) consistent with the TOS, including moving Customers to newer and bigger shared servers as necessary.

However, Customer acknowledges that shared hosting service means that multiple Customer web sites are hosted from the same server and share server resources. Ecomitize's service is designed

to meet the typical needs of the small to medium business website Customer. It is NOT intended to support the sustained demand of large enterprises or bandwidth and space consuming applications (such as file sharing, online storage, backups, or archiving of electronic files, documents, log files, etc.) better suited to Ecomitize's dedicated server Service. In order to ensure a consistent and quality experience for all Customers, Ecomitize does place automated safeguards to protect against any one site adversely impacting the system until Ecomitize can evaluate said sites resource needs.

If a Customer exceeds its "Fair-Use" of shared system resources in the sole determination of Ecomitize, Ecomitize may, at its sole discretion, suspend, restrict or disconnect any or all of the Service. Ecomitize will make reasonable efforts to contact the Customer prior to any such action, or, if that is not possible, as soon as possible afterwards. Ecomitize will in good faith discuss the breach with the client and make reasonable efforts to recommend the best course of action, which may include:

- Changes to Customer code;
- Purchase by Customer of additional bandwidth for access to shared services; and/or
- Purchase by Customer of dedicated server hardware.

Where a client is unwilling or unable to implement the recommendations made by Ecomitize within a reasonable period, Ecomitize may, at its sole discretion:

- Suspend or restrict access to the Service, including but not limited to processor time, bandwidth, or processes, memory, or number of files, until the breach is cured;
- Increase the applicable Fees in proportion to the overage; and/or
- Terminate the Agreement with the Customer.

B. Parked Domain Names. Ecomitize does not set arbitrary limits on the number of parked domain names a Customer can associate with the Customer's web hosting account. There is $10/month fee for each additional parked domain name. This policy applies only to parked domains (i.e. domains pointing to the original domain associated with an account).

12. WARRANTY DISCLAIMER - LIMITATIONS – INDEMNIFICATION

A. Warranty Disclaimer. YOU, THE CUSTOMER, ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. ECOMITIZE HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY ECOMITIZE OR ECOMITIZE'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, CUSTOMER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. ECOMITIZE DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. ECOMITIZE DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. ECOMITIZE DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH

THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR ECOMITIZE IN PARTICULAR.

B. Limitations on Ecomitize's Liability. ECOMITIZE SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL ECOMITIZE BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT ECOMITIZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. ECOMITIZE SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. ECOMITIZE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF CUSTOMER'S ACCOUNT. IN NO EVENT SHALL ECOMITIZE'S LIABILITY TO YOU, THE CUSTOMER, EXCEED THE GREATER OF ONE DOLLAR ($1.00) OR ANY AMOUNTS ACTUALLY PAID BY YOU, THE CUSTOMER, TO ECOMITIZE FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE CUSTOMER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. IN THE EVENT THE APPLICABLE JURISDICTION DOES NOT ALLOW A LIMITATION ON LIABILITY FOR ANY PERMITTED CLAIM OR ACTION ASSERTED BY CUSTOMER, THEN ECOMITIZE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

C. Indemnification of Ecomitize. Customer agrees to defend, indemnify and hold Ecomitize, its affiliates and its sponsors, partners, other co-branders and their respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to Customer’s breach of any of the Agreement or use by Customer or any third party of the Services, except to the extent the foregoing directly result from Ecomitize's own gross negligence or willful misconduct. Customer shall not agree to the settlement of any dispute requiring Ecomitize to take any action or incur any expense without its prior written approval. Ecomitize reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer.

D. Ecomitize, LLC will indemnify Customer against any claim or action brought by a third party against the Customer relating to the infringement or alleged infringement of a third party’s intellectual property rights that are caused by the Services or Work Product or Ecomitize, LLC’s Licensed Programs. Ecomitize, LLC will not be required to indemnify Customer to the extent the claim of infringement is caused by: (a) the Customer’s modification of the Work Product, other than as contemplated by the Agreement, (b) Customer’s failure to use corrections or enhancements made available by Ecomitize, LLC, the use of which would have prevented the infringement claim or (c) Customer’s use of the Work Product in combination with any product or information not owned or developed by Ecomitize, LLC.

13. ASSIGNMENT

Except upon the sale or transfer of all, or substantially all of its assets to a financially responsible third party, this Agreement shall not be assigned by Customer except upon the advance written consent of Ecomitize. Any attempted assignment in violation of this provision shall be deemed void *ab initio*.

14. ENTIRE AGREEMENT

The TOS and Service Order (i.e. the Agreement) represent the entire agreement between the parties and replace and supersede any prior or contemporaneous agreements respecting the same or similar subject matter. Except as provided herein, no changes or amendments shall be made to the Agreement except in a writing signed by both parties.

15. INDEPENDENT CONTRACTOR

Ecomitize shall be deemed an independent contractor for purposes hereunder, and nothing herein shall be construed to create an employment, agency, franchise, joint venture or partnership relationship between the Parties, nor shall either party be entitled to hold themselves out as such.

16. FORCE MAJEURE

Neither Ecomitize nor Customer will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond either party's control such as significant failure of the power grid, sabotage, denial of service attack, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry; provided however if the force majeure event continues beyond thirty (30) days, the performing party may terminate the Agreement.

17. SURVIVABILITY

Rights and obligations under this Agreement that, by their nature, should survive, including but not limited to all payment obligations, representations and warranties and disclaimers thereof and indemnifications, will remain in effect after termination, expiration or cancellation hereof.

18. NOTICES

Unless otherwise set forth herein, all notices shall be sent to Ecomitize and Customer in writing to the address indicated on the Service Order. Notices are deemed received as of the time delivered.

19. SEVERABILITY

If any provision of the Agreement is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of the Agreement shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining terms are then otherwise consistent with the original intent of the Agreement.

20. GOVERNING LAW/FORUM

In the event that Customer brings legal action under this Agreement, this Agreement shall be governed and interpreted by the laws of the Commonwealth of Nebraska and Lincoln County, Nebraska shall be the appropriate venue and jurisdiction for resolution and in such case, both parties hereby consent to such personal and exclusive jurisdiction.

CUTOMER, ON BEHALF OF ITSELF, ITS EMPLOYEES, CONTRACTORS, AFFILIATES, AGENTS, INVITEES AND END USERS AGREES TO BE BOUND BY ECOMITIZE TERMS OF SERVICE. IF CUSTOMER DOES NOT SO AGREE TO ANY OF THE FOREGOING TERMS, CUSTOMER MUST, FOR ITSELF AND ON BEHALF ANY SUCH PERSON(S) OR ENTITIES, DISCONTINUE ITS USE OF THE SERVICES. BEGINNING NOW, ANY CONTINUATION OF USE OF THE SERVICES CONSTITUTES FOR CUSTOMER AND THOSE REPRESENTED BY CUSTOMER AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.