

Service Agreement

The following agreement is between 24Seven Commerce ("24Seven") of 5655 Silver Creek Road, Suite 436 San Jose, CA 95138 and You ("Client")

WHEREAS, 24SEVEN is an Internet Service Provider offering website development services, ecommerce integration services, storage and transfer of documents and other information over the Internet ("Services");

WHEREAS, Client seeks to use these servers for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, 24SEVEN can make no guarantee that any given party shall be able to access the server made available by 24SEVEN at any given time. 24SEVEN represents that it shall make every good faith effort to ensure that the server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Financial Arrangements

Length of service

Client agrees to an initial thirty (30) days contractual term of service ("Term"). The length of contract required is based on the type of Services desired by the Client and shall be determined solely by 24SEVEN.

Service start date

The first payment plus setup charges, if any, shall be due in advance of any Service provided. Service shall begin upon 24SEVEN's receipt of payment for such first Term of service or upon a mutually agreed upon other date.

Renewal by client

This agreement will automatically renew for successive thirty (30) days Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of Services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to your account.

Failure to pay

For the Services rendered by 24SEVEN, failure of Client to remit payment to 24SEVEN by the invoice due date is cause for removal of the Client's data from the 24SEVEN server. Client agrees that 24SEVEN shall not be held liable for such removal or disconnection. In the event of disconnection, the Customer

must pay 24SEVEN a reconnection fee of \$250.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account. Reactivation of Services will only be performed during 24SEVEN regular business hours (Monday through Friday, 9:00 a.m. – 6:00 p.m. PST). 24SEVEN may send all accounts that have not been paid in full to a collection agency. The Customer is responsible for paying all costs of collection, including, but not limited to, reasonable attorney's fee and, where lawful, collection agency fees. All accounting issues should be addressed to 24SEVEN at billing@lanservices.com

Refund policy

As detailed above, cancellation by Client must be in writing with 30 days' notice.

Setup charges are not refundable under any circumstances.

The first Term of Services is not refundable under any circumstances.

Refunds of renewal fees paid to 24SEVEN shall only be made for fully unused calendar months of Services that the Client desires to cancel.

Client shall not be entitled to any refund of any monies under any circumstances should this agreement be terminated due to a violation of the 24SEVEN Policies and Terms of Service Agreement.

Taxes

24SEVEN shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or 24SEVEN's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

Material and Products

24SEVEN will exercise no control whatsoever over the content of the information passing through the network except for what is noted in section IX of this agreement, relating to Lawful Purpose, and with respect to the 24SEVEN Policies and Terms Of Use Agreement located at

<http://www.lanservices.com/policiesofuse.htm>

24SEVEN makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. 24SEVEN disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of 24SEVEN is at the Client's own risk, and 24SEVEN specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. 24SEVEN does not represent guarantees of speed or availability of end-to-end connections. 24SEVEN expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rate monthly charge during the system unavailability. 24SEVEN specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Maintenance & Support

Ordering Maintenance and Support Services: 24SEVEN shall provide the Customer with maintenance and support services for the Hardware or Software, if such services are specified in the Agreement.

Exclusions: Maintenance and support services shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the Hardware or Software, which is undertaken by persons other than 24SEVEN or its authorized representatives; or (b) programs or hardware supplied by the Customer.

The Customer's Duties: The Customer shall appoint at least 1 representative that all account information is sending to. This is to prevent any attempts of password-thief or any hacker attack against the Customer.

Passwords: Each 24SEVEN Customer is responsible for his or her passwords. Generally, secure passwords are between 6 and 8 characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or part, in normal or reverse order, in any dictionary of words or names in any language. The Customer is responsible for changing his or her password regularly

BACKUPS: Full backups are made weekly, and backups of new/changed data made nightly. 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 the client's responsibility to maintain local copies of their web content and information. If loss of data occurs due to an error of 24SEVEN, 24SEVEN will attempt to recover the data for no charge to the client. If data loss occurs due to negligence of client in securing their account or by an action of the client, 24SEVEN will attempt to recover the data from the most recent archive for a \$250.00 fee.

Trademarks & Copyrights

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this Services.

Age

Client certifies that he or she is of full legal age to enter into this agreement.

Policies

Client agrees to all terms in the 24SEVEN Policies and Terms Of Use Agreement located at:

http://www.lanservices.com/policies/terms_of_use.htm

24SEVEN network resources used by Client may not be used to impersonate another person or misrepresent authorization to act on behalf of others or 24SEVEN. All messages transmitted by Client should correctly identify the sender. Users may not alter the attribution of origin in electronic mail

messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

Termination

This Agreement may be terminated by either party, without cause, by giving the other party 30 days' written notice. Written notice may be by postal, email or fax transmission. 24SEVEN reserves the right to verify all cancellations before terminating service. Notwithstanding the above, 24SEVEN may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with any of the terms of this Agreement.

Termination for any violation of the 24SEVEN Policies and Terms of Service Agreement shall be immediate. 24SEVEN may, at its option, cancel or suspend service immediately should it believe Client has violated or is about to violate the 24SEVEN Terms of Use agreement located at <http://www.lanservices.com/policiestermsofuse.htm> or should the Client fail to remit payment to 24SEVEN by the Client's invoice due date.

Client may be liable for certain fees relating to termination when such termination is due to Unsolicited Commercial eMail. Such fees are outlined in the 24SEVEN Policies and Terms of Service Agreement. Notice of cancellation: Written notice of cancellation may be by postal mail, email or fax transmission.

Limited Liability

Client expressly agrees that use of the Services offered by 24SEVEN is at Client's sole risk. Neither 24SEVEN, its employees, affiliates, agents, merchants' licenses or the like, warrant that the Services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the 24SEVEN Service Agreement.

Under no circumstances, including negligence, shall 24SEVEN, its offices, agents or anyone involved in creating, producing or distributing 24SEVEN's Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the 24SEVEN Services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to 24SEVEN's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on 24SEVEN's Services.

Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

Lawful Purpose

Client may only use 24SEVEN's Services for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

Indemnification

Client agrees that it shall defend, indemnify, save and hold 24SEVEN harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against 24SEVEN, its agents, its customers, servants, officers and employees, that may arise or result from any Services provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless 24SEVEN against Liabilities arising out of any of the following:

any injury to person or property caused by any products sold or otherwise distributed in connection with 24SEVEN's Services;

any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement; and any defective product which Client sold on the Services offered by 24SEVEN

Domain Name Ownership, Disputes, and Use

Any domain name registered by 24SEVEN on behalf of Client is the property of said Client after the Client has paid 24SEVEN any registration fees that 24SEVEN has incurred on behalf of the client. 24SEVEN claims no ownership over Client domain names that the Client has paid to register. At its option, 24SEVEN will either arrange for any billing for names registered by 24SEVEN on behalf of Client to be sent directly by the registrar or agent thereof to the Client, or 24SEVEN will directly bill the client for these registration fees plus applicable expenses, and/or service charges, if any.

Client agrees that 24SEVEN may be presented with information that Client's domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, Client agrees to the following:

Client agrees to hold 24SEVEN harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service hosting for Client's domain is hosted at or continued to be hosted at 24SEVEN.

Client agrees that 24SEVEN has the right to discontinue name service in the event of such dispute over a Client's domain name.

Client agrees that should 24SEVEN discontinue name service for Client's domain upon notification of such dispute that that 24SEVEN will not be liable for any loss of business, interruption of business, loss of Client's domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if 24SEVEN has been advised of the possibility of such damages.

In no event shall 24SEVEN's maximum liability exceed one hundred (\$100.00) dollars.

Client agrees that a 24SEVEN contact person shall be named as the “technical or zone contact” for any domains hosted at 24SEVEN. Client agrees that 24SEVEN may create and use network resources with the Client’s domain name for administrative, testing, and network infrastructure enhancement purposes.

Contract Revisions

Revisions to this Contract will be considered agreed to by the Client on renewal of 24SEVEN Services as specified in Section I. Financial Arrangements.

This Agreement and 24SEVEN Policies and Terms of Service Agreement constitute the entire understanding of the parties. Any changes or modifications to this Contract are agreed to by the parties upon renewal of services.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

If you have any questions regarding the information on this page, please contact:

billing@24sevencommerce.com