

UNIVERSAL TERMS OF SERVICE AGREEMENT

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between Web Design Solutions, Inc. dba Web Shop Manager ("WSM") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through our Site (individually and collectively, the "Services"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and the applicable product agreements, which are incorporated herein by reference:

Agreements: [Hosting Agreement](#), [SaaS \(WSM\) Agreement](#)

The terms "we", "us" or "our" shall refer to WSM. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

WSM may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, WSM may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information current. WSM assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, WSM finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. WSM shall not be liable for any loss or damage resulting from WSM's reliance on any instruction, notice, document or communication reasonably believed by WSM to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, WSM reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into

by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to WSM that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If WSM has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, WSM reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure. For security purposes, WSM recommends that you change your password at least once every six (6) months for each Account. You must notify WSM immediately of any breach of security or unauthorized use of your Account. WSM will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss WSM or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

From time to time, WSM may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as "Beta Services". If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) WSM reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) WSM may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience. You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by WSM; (viii) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to WSM; (ix) The Beta Services are provided "as is", "as available", and "with

all faults". To the fullest extent permitted by law, WSM disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

- i. Your use of this Site and the Services , including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
- ii. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
- iii. You will not use this Site or the Services in a manner (as determined by WSM in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in child pornography or the exploitation of children;
 - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Infringes on the intellectual property rights of another User or any other person or entity;
 - Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding WSM or WSM's Services.
- iv. You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by WSM.
- v. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- vi. You will not access WSM Content (as defined below) or User Content through any technology or means other than through this Site itself, or as WSM may designate.
- vii. You agree to back-up all of your User Content so that you can access and use it when needed. WSM does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- viii. You will not re-sell or provide the Services for a commercial purpose, including any of WSM's related technologies, without WSM's express prior written consent.

- ix. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- x. You are aware that WSM may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; indeed you hereby consent to allow WSM, in its sole discretion, to record the entirety of such calls regardless of whether WSM asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted in evidence any legal proceeding in which WSM is a party.

WSM reserves the right to modify, change, or discontinue any aspect of this Site or the Services, including without limitation prices and fees for the same, at any time.

6. YOUR USE OF WSM CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section apply specifically to your use of WSM Content and User Content posted to WSM's corporate websites (i.e., those sites which WSM directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

WSM Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("WSM Content"), are owned by or licensed to WSM in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. WSM Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of WSM. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. WSM reserves all rights not expressly granted in and to the WSM Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). User Content includes all content submitted through your Account. By posting or publishing User Content to this Site or to the Services, you represent and warrant to WSM that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any WSM Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the WSM Content or the User Content therein.

7. WSM'S USE OF USER CONTENT

The provisions in this Section apply specifically to WSM's use of User Content posted to WSM's corporate websites (i.e., those sites which WSM directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

- i. Your User Submissions are entirely voluntary.
- ii. Your User Submissions do not establish a confidential relationship or obligate WSM to treat your User Submissions as confidential or secret.
- iii. WSM has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
- iv. WSM may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

WSM shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

If you have a website or other content hosted by WSM, you shall retain all of your ownership or licensed rights in User Content.

By posting or publishing User Content to this Site or through the Services, you authorize WSM to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant WSM a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and WSM's (and WSM's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that WSM may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, WSM shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or WSM's (or WSM's affiliates') business(es).

8. CREDITS

In the event you are provided with a credit ("Credit") with the purchase of another product or service ("Product"), you acknowledge and agree that such Credit is only valid for one year and is only available with a valid purchase and may be terminated in the event the product purchases is deleted, cancelled, transferred or not renewed. You acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion. The Credit will

expire one (1) year from date of purchase of the Product if the Credit has not been redeemed. If you wish to cancel the automatic renewal of a product, you may do so by contacting WSM customer service.

9. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

WSM generally does not pre-screen User Content (whether posted to a website hosted by WSM or posted to this Site). However, WSM reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. WSM may remove any item of User Content (whether posted to a website hosted by WSM or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by WSM in its sole and absolute discretion), at any time and without prior notice. WSM may also terminate a User's access to this Site or the Services found at this Site if WSM has reason to believe the User is a repeat offender. If WSM terminates your access to this Site or the Services found at this Site, WSM may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

10. ADDITIONAL RESERVATION OF RIGHTS

WSM expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services for any reason (as determined by WSM in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by WSM in offering or delivering any Services, (ii) to assist with our fraud and abuse detection and prevention efforts, (iii) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations, (iv) to comply with requests of law enforcement, including subpoena requests, (v) to comply with any dispute resolution process, (vi) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (vii) to avoid any civil or criminal liability on the part of WSM, its officers, directors, employees and agents, as well as WSM's affiliates, including, but not limited to, instances where you have sued or threatened to sue WSM.

WSM expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

WSM expressly reserves the right to terminate, without notice to you, any and all Services where, in WSM's sole discretion, you are harassing or threatening WSM and/or any of WSM's employees.

11. NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation. Our spam abuse complaint center can be reached by email at spam@webshopmanager.com.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications from the sender. This can include, but is not limited to, the following:

- I. Email Messages
- II. Newsgroup postings
- III. Windows system messages
- IV. Pop-up messages (aka "adware" or "spyware" messages)
- V. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

- VI. Online chat room advertisements
- VII. Guestbook or Website Forum postings
- VIII. Facsimile Solicitations
- IX. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages from the sender specifically. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the services in question are being used in association with spam, we will re-direct, suspend, or cancel any web site hosting, domain registration, email boxes or other applicable services for a period of no less than two (2) days. The registrant or customer will be required to respond by email to us stating that they will cease to send spam and/or have spam sent on their behalf. We will require a non-refundable reactivation fee to be paid before the site, email boxes and/or services are reactivated. In the event we determine the abuse has not stopped after services have been restored the first time, we may terminate the hosting and email boxes associated with the domain name in question.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

12. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by WSM. WSM assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, WSM does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release WSM from any and all liability arising from your use of any third-party website. Accordingly, WSM encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS".WSM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WSM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND WSM ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY WSM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL WSM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WSM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL WSM'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

15. INDEMNITY

You agree to protect, defend, indemnify and hold harmless WSM and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or

incurred by WSM directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

16. FEES AND PAYMENTS

You acknowledge and agree that your Payment Method may be charged by one of our affiliated entities, Web Shop Manager; Web Design Solutions, Inc 8885 Rio San Diego, Suite 360, San Diego, CA 92108.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted in the Refund Policy section below, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. WSM expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Except as prohibited in any product-specific agreement, you may pay for Services by utilizing any of the following "Payment Methods": (i) by providing a valid credit card. Your Payment Method on file must be kept valid if you have any active Services in your Account.

You acknowledge and agree that where refunds are issued to your Payment Method, WSM's issuance of a refund receipt is only confirmation that WSM has submitted your refund to the Payment Method charged at the time of the original sale, and that WSM has absolutely no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then WSM, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of a credit; or (ii) via issuance of a WSM check, which will be sent to the mailing address on file for your Account. WSM also has the right, but not the obligation, to offer a credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method. For the avoidance of doubt, any and all refunds processed via the issuance of either credits or a WSM check are solely within WSM's discretion and are not available at customer request.

If you are being billed on a monthly basis, your monthly billing date will be the 1st of each month. Your first month's billing will be pro-rated based on the date of your signed agreement.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD. FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU NOTIFY US AND CHANGE YOUR BILLING CYCLE, WSM WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES

UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH WSM AT WSM'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. YOU WILL RECEIVE NOTIFICATION OF RENEWAL AND THE HIGHER OR LOWER RATE 90 DAYS PRIOR TO AUTOMATIC RENEWAL.

IN ADDITION, WSM MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, WSM WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. WSM MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO, ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND WSM SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason WSM is unable to charge your Payment Method for the full amount owed for the Services provided, or if WSM receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that WSM may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. WSM also reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks WSM may perform outside the normal scope of its Services, (ii) additional time and/or costs WSM may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by WSM in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) disputes that require accounting or legal services, whether performed by WSM staff or by outside firms retained by WSM; (iii) recouping any and all costs and fees, including the cost of Services, incurred by WSM as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with WSM.

WSM may offer product-level pricing only in U.S. dollars. In addition you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

Refund Policy: Products and Services available for refunds are described here ("Refund Policy"). Products and Services available for refunds are described below. For products and services eligible for a refund, you may request a full refund for annual plans within thirty (30) days of purchase.

Annual Plans: Any product purchased for 1 year or greater will be considered an annual plan under the terms of this policy. Within thirty (30) days, you may request a full refund of the purchase price of the service. After thirty (30) days, you may cancel with a 30 day notice. The unused time will be pro-rated at the proposed monthly rate. Renewals will occur on the anniversary date of the original purchase date of the product (this is referred to as the Service Date).

Monthly Plans: Any product purchased with a reoccurring monthly charge considered a monthly plan under the terms of this policy. All cancelations require a 30 day notice.

In no event will you be eligible for more than one refund of the same product.

(A) CREDIT BALANCES

In the event that your Account contains a credit balance, you may apply any available credit balance to any future purchase in your Account. In the event that your Account contains a credit balance, you hereby authorize WSM to apply any available credit balance to any outstanding administrative fees, chargebacks or other fees related to your Account. In the event that your default Payment Method fails for an automated billing in connection with the processing of any Service renewals, WSM may utilize any available credit balance if there are enough funds to cover the entire transaction. Regardless of the amount of credit available in your account, WSM is not responsible for the loss of products resulting from an inability to collect funds from your default Payment Methods or the credit. If you have more than one credit, then the credits will be processed according to the age of the credit, with the oldest credit being applied first.

You acknowledge that credit balances are non-transferrable, may only be used in the Account in which they were acquired and may expire. Complimentary credits will expire two years after issuance. In the event that WSM terminates your Account, you acknowledge and agree that any remaining available credit balance will be forfeited.

You also acknowledge that funds available in your credit balance will be held by WSM and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you understand and agree that WSM shall be entitled to receive and keep any such amounts to cover costs associated with supporting the credit balance functionality.

17. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) WSM is unable to issue payment to such customer or (ii) WSM issued payment to such customer in the form of a paper check, but the check was never cashed, then WSM shall turn over such account balance to the State of California in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, WSM may withhold a dormancy charge in an amount equal to the lesser of \$15.00 or the total outstanding account balance associated with such customer.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

19. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

20. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be



downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

21. COMPLIANCE WITH LOCAL LAWS

WSM makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

22. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

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San Diego, CA 92108

Web Design Solutions
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San Diego, CA 92176-1201