

TERMS OF SERVICE & ACCEPTABLE USER POLICY AGREEMENT

The following is the entire Terms of Service ("TOS") and Acceptable User Policy ("AUP") agreement between Nezah Technologies, LLC ("neoCentric", "we", "us" and terms of similar meaning) and the person(s) or entity (hereafter referred to as the "customer" or "client") subscribing to, using, or purchasing products and or services from neoCentric. neoCentric provides World Wide Web Hosting, Web Development, Design Services, and Software(including pwrBooks) Products. neoCentric retains certain legal and ethical responsibilities consistent with the use of its servers and equipment involved in such services. neoCentric's general policy is to act as a provider of Internet presence. neoCentric reserves the right to suspend or cancel a customer's access to any or all services provided by neoCentric when it is determined by neoCentric that such services have been inappropriately used according to the Terms of Service and Acceptable User Policy agreement of neoCentric and under the ruling of governing law.

SERVER ABUSE

Any attempt to undermine or cause harm to a server or customer of neoCentric is strictly prohibited. neoCentric will investigate, pursue, and report any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (obtaining passwords by methods of deception or illegitimacy, such as password cracking, farming, phishing, vishing, or the like), password theft, security hole scanning, etc. Any unauthorized use of accounts or computers by the client, whether or not the attacked account or computer belongs to neoCentric, will result in internal and or legal action against such client as applicable by law. Possible actions include warnings, account suspension or cancelation, as well as civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE - neoCentric reserves the right to discontinue service, or deny access to any customer who violates our policies or the terms and conditions shown below **WITHOUT WARNING** or **PRIOR NOTICE**. No refunds of fees paid will be made if account termination is due to violation of such terms. The customer may not run IRC bots, clients, scripts, daemons, bouncers ("BNC", "psyBNC"), eggdrops, or any IRC software on neoCentric servers.

Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez sites (including links to/from), cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by neoCentric to be unacceptable use of our services including abuse of server resources.

WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS - All web applications that are exploited will be shut down immediately without prior notice if it is determined by neoCentric that such applications or scripts pose a risk, cause instability, or become problematic to neoCentric or its clients. The client is responsible for evaluating web-based applications and scripts on a regular basis to ensure their security and orderliness.

Web hosting accounts may also be terminated if they include the following content or have links to the following content:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity
- Promoting or providing instructional information about illegal activities
- Promoting physical harm or injury against any group or individual
- Displaying material containing obscene nudity or pornographic material

- Displaying material that exploit children or minors (as determined by the age of majority)
- Acts of copyright infringement including offering pirated computer programs/software or links to such programs/software
- Information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

STORAGE SPACE ABUSE

neoCentric will not tolerate any form of storage space abuse. Abuse of storage space includes, but is not limited to, using neoCentric servers for the purpose of archiving, backup storage (except where backup storage is provided under the hosting package backup option in cPanel), or massive file uploads (determined by files larger than or equal to 50% of the web hosting package plan's allocated storage space). Linking images/pictures or other web content from external sites not provided by neoCentric to a customer's neoCentric hosting account may result in the suspension of the customer's account if such linking results in the violation of other web site terms (such as bandwidth stealing). Abuse of storage space also includes the serving or storing of warez content.

BANDWIDTH ABUSE

The intention of neoCentric is to provide bandwidth to transfer web documents, and not to act as an off-site storage device for electronic files. If the customer violates this condition, the customer will be subject to suspension or termination of service without refund and without prior notice. neoCentric reserves the right to suspend a customer's account that has exceeded or consumed its bandwidth quota (as outlined in the customer's selected web hosting plan) without prior notice. The customer may opt to purchase additional bandwidth from neoCentric on a monthly basis in advance of reaching plan quota or thereafter.

UNSOLICITED EMAIL & SPAMMING

Unsolicited commercial advertisements ("SPAM") are not permitted by e-mail, and will likely result in account cancellation. neoCentric has **zero-tolerance** for SPAM originating from its servers or for spam advertising of domains hosted within our network. If SPAM is traced to a client's account, neoCentric will charge up to \$25 per unsolicited email message sent and terminate the client's service without prior notice.

The following activities are not permitted:

- SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such messages may only be sent to those who have explicitly requested it from the client and in such cases a link or means by which one may opt to unsubscribe (remove themselves) from such mailing is provided and made available to all members of the mailing)
- Forging, altering or removing electronic mail headers - any domain sending stealth spam will be terminated without warning and without refund
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing")
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. Sending a

message to many different off-topic newsgroups, is particularly unethical and will be treated as such

- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, the customer must not send that person any further messages. NOTE - If the customer uses the services of another provider to promote a website hosted by or through neoCentric ("spamvertising"), then the provisions of the above policy shall apply as if the SPAM were sent through neoCentric servers

99.9% UPTIME GUARANTEE

(1.) COVERAGE - This 99.9% uptime guarantee applies to any customer in good financial standing with neoCentric at the time of a service outage.

(2.) SERVICE LEVEL AGREEMENT ("SLA") & SPECIFICATIONS - neoCentric endeavors to have the content of the customer website available for http access by any party in the world 99.9% of the time. Network downtime ("unavailability") is defined as 100% packet loss from neoCentric to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via neoCentric's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling neoCentric or by written request through certified federal mail. neoCentric's administrators will determine the end of the downtime by a traceroute to the clients machine from outside the neoCentric network.

(3.) SHARED HOSTING CREDITS - In the event that the customer website is unavailable for less than 100% of the time, neoCentric will credit the following month's service fee as follows. Customer credit shall be retroactive and measured in 24 hours a day of a calendar month, with the maximum credit not exceeding 50% of the monthly service charge for the affected month. Monthly Uptime Credit:

- 95% to 99.7% - customer account will be credited 10% of monthly hosting fee
- 90% to 94.9% - customer account will be credited 20% of monthly hosting fee
- 89.9% or below - customer account will be credited 50% of your monthly hosting fee

(4.) RESTRICTIONS - Credit shall not be provided to customer in the event that the customer has any outage resulting from:

- Scheduled maintenance as posted from time to time at neoCentric's website or otherwise provided to the customer in advance by email
- Circumstances beyond neoCentric's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of customer's web site
- Customer breaking any agreement policy in neoCentric's "Terms of Service and AUP" causing a machine to fail as a result.

PAYMENT AND REFUND POLICIES

All accounts are set up on a pre-pay basis. Setup fees (where applicable), installation fees, domain name registration fees, and SSL certificate fees, are non-refundable. All pricing is guaranteed for the term of pre-payment. neoCentric reserves the right to change prices at any

time and without prior notice. Any account not brought current within a 5 day period of the invoice due date is subject to suspension. The customer is responsible for all fees owed on invoices billed to them. All payments will be made in U.S. currency. neoCentric will bill each client a \$35 fee per returned check, wire transfer, electronic funds transfer, or credit card chargeback received. All neoCentric accounts are setup on anniversary billing cycles. The customer's particular billing cycle corresponds to the contract length that was initially chosen at setup. Each customer account will automatically renew at this length. The customer agrees to pay neoCentric a \$10 late fee in the event an invoice is paid 10 days or more past the invoice due date. Additionally if a customer fails to make payment on an invoice that is more than 30 days past due neoCentric reserves the right to terminate such customer accounts (including the permanent deletion of all files, backup files, emails and other content in connection with the customer account) and turn the customer's invoice over to a collector to pursue further collection. neoCentric also reserves the right to suspend or terminate other accounts the customer may have with neoCentric in the event one or more accounts have violated these payment terms. neoCentric reserves the right to charge additional collections and processing fees for debt owed by the customer, where applicable by law. Furthermore neoCentric reserves the right not to do business with, offer products and services to, anyone that has proven non-credit worthy in the past due to failure to make timely payment, unpaid debts to neoCentric, or in connection with any fraudulent activity conducted on neoCentric servers. neoCentric may deny refunds to customers in violation of these payment terms. Additionally, neoCentric reserves the right to hold any refunds for up to a 45 day period to prevent fraud. Refund requests must be made via email or in writing to neoCentric by the customer. All products and services determined as non-refundable by the terms of this agreement will continue rendered by neoCentric until such payments terms have lapsed. Otherwise the customer will see use of such services and products that are refunded to the customer beyond the point of refund.

CANCELLATION / TERMINATION OF SERVICE

neoCentric reserves the right to cancel a service at any time. All fees paid in advance of cancellation will be pro-rated and paid by neoCentric if we institutes our right of cancellation, except for where violation of terms of service have been conducted by the customer. All of neoCentric's hosting plans are backed by a 30-day money back guarantee. If the customer is not completely satisfied with neoCentric services or support within the first 30 days of the customer purchasing such services, the customer will be given a full refund of the service amount excluding setup fees, domain registration fees, overages and those fees which have been determined as non-refundable under the terms of payment and refund policies of neoCentric. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional pop accounts, domain registration fees, etc. For credit card payment, refunds will be made to a PayPal account, or credit card/bank account made available by the customer. The refund may be held for up to 45 days if neoCentric suspects fraudulent activity or has reason to believe such requests for a refund is not a result of the customer's request. Refund policy will not be made available to customers using bank wire transfers (this does not include payments made through PayPal using electronic funds transfer ("EFT") from the customer's bank to PayPal). All account cancelations must be done via our cancelation form at neoCentric's web site or via an open support ticket request through the neoCentric web site. Phone or email requests will not constitute acceptance of any cancelation.

PROMOTIONAL RATES & SPECIAL OFFERS

neoCentric may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for the clients Services. Any such promotions or modifications shall not affect the clients obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

INTELLECTUAL PROPERTY RIGHTS

Material accessible to you through neoCentric's services may be subject to protection under the United States, International, or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, the customer must not use neoCentric or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the neoCentric network. If the customer uses a domain name in connection with neoCentric or similar services, the customer must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

OUR LIMITED LICENSE OF CONTENT TO YOU

neoCentric grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by neoCentric at any time.

You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

To request permission for uses of Content not included in this license, you may contact neoCentric at the address set out at the bottom of these Terms.

YOUR LIMITED LICENSE OF YOUR USER CONTENT TO PWRBOOKS

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now

and in the future. For example, if you leave comments on the neoCentric blog or posts on the neoCentric forum, we need your license to display that User Content on the Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. If you are a Subscriber and enter timesheet data in relation to a Customer and configure your account to display timesheet data to your Customers, we need your license to that User Content to use it in the operation of the Services, and we need the right to sublicense that User Content to your Customers for that purpose.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant neoCentric and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users (for example, if you issue invoices to Customers or authorize third parties to access your User Content through the neoCentric API), you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Services, as described in these Terms.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

INDEMNIFICATION

THE CUSTOMER AGREES THAT THEY SHALL INDEMNIFY, SAVE AND HOLD NEOCENTRIC HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY FEES ASSERTED AGAINST NEOCENTRIC, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY THE CUSTOMER, THE CUSTOMER'S AGENTS, THE CUSTOMER'S EMPLOYEES OR ASSIGNEES. THE CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEOCENTRIC AGAINST LIABILITIES ARISING OUT OF:

- (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH NEOCENTRIC SERVER.
- (2) ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY
- (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM NEOCENTRIC SERVER.

DISCLAIMER

NEOCENTRIC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THE CUSTOMER OR THE CUSTOMER'S BUSINESS MAY SUFFER. NEOCENTRIC MAKES NO WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED, OR OTHERWISE FOR SERVICES WE PROVIDE. NEOCENTRIC DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY NEOCENTRIC AND ITS EMPLOYEES. NEOCENTRIC RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF NEOCENTRIC MUST ADHERE TO THE ABOVE POLICIES. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT CANCELLATION.

PRIVACY STATEMENT

neoCentric follows the strict guidelines of our privacy policy. Please make sure you understand this statement fully. neoCentric reserves the right to amend, alter, change, or revise this privacy policy at any time and without prior notice.