

SERVICE AGREEMENT

This Service Agreement is an agreement between Fozzy Inc. and any Fozzy affiliate company providing the service (“Fozzy” or “us” or “our”) and the party set forth in the related Registration Form ("User" and/or "You" and/or "Your" and/or "Client" and/or "Customer") incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by User, the "Registration Form"), and applies to the purchase and use of all services ordered by User on the Registration Form and/or order form and/or via the control panel (collectively, the "Services"). As used herein the term "User" and "You" and "Your" and "Client" shall also include any and all users, Customers, subscribers, affiliates (including without limitations Users or non-Users to whom Fozzy provides links or banners to promote the services or products of Fozzy or any third party the services or products of which are offered by or obtained through or in connection with Fozzy), resellers or others (i) who sign up for, use or obtain services or products from Fozzy or from any third party services or products of which are offered by or obtained through or in connection with Fozzy, or (ii) who visit the Web sites of Fozzy or of any such third party.

Whereas, Fozzy owns, distributes and provides various products and services for conducting business on the Internet including, but not limited to: shared hosting, domain registration by the agreement with its partners, VPS hosting, SaaS, SEO hosting, forex hosting, reseller hosting, Linux VPS, Windows VPS, (hereinafter collectively referred to as the “Services”).

Whereas, Client desires to use some or all of the Services to develop, expand or maintain Client's business and/or presence on the Internet.

PLEASE READ THIS AGREEMENT CAREFULLY.

WHEN YOU SIGN UP AND/OR REGISTER AND/OR APPLY BY ANY LEGITIMATE WAY FOR THE SERVICES OF FOZZY, THIS CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, REGISTRATION FORM, THE APPLICABLE SERVICE DESCRIPTION AND THIS SERVICE AGREEMENT. YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING OUR TERMS OF SERVICE (TOS), REFUND POLICY AND PRIVACY POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT (together all of the terms identified above shall be collective referred to as the "Agreement").

By registering for or using the Services, you represent and warrant that:

You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.

Subject to clause 4.9 below, if you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

Fozzy 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. Your use of the site or Services, after such changes or modifications have been made, constitutes your agreement to be bound by this Agreement as last revised. If you have purchased Services from Fozzy, the terms and conditions of this Agreement shall continue in full force and effect, including any changes made to this Agreement, as long as you take advantage of and use the Services. In addition, Fozzy may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account information current. Fozzy assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times.

Now therefore, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. Provided Services

1.1. Fozzy agrees to provide to Client the Services agreed upon between Fozzy and Client as selected by the Client in his control panel and/or order form and that is specified at www.Fozzy.com.

2. Payment and Invoicing

2.1. Fozzy preferred method of payment is via paypal. By purchasing our services, you are agreeing to allow Fozzy to place your account on a recurring payment plan. The account will automatically be re-billed according to the terms of the plan, products or services you select. By continuing (or renewing) your services and products you further agree to all of Fozzy's Terms of Services and any price increases. Furthermore:

-You grant Fozzy permission to charge your credit card for any and all Services you request, including, but not limited to, any and all product or service.

- If we are unable to process a payment for your plan, product or service by its due date, your account will be cancelled for non-payment and you will not be able to access your Web site or e-mail and generally your Service.

- WHEN AN ACCOUNT IS CANCELED, ALL COPIES OF THE WEB SITE AND E-MAIL FILES ARE PERMANENTLY AND IRRETRIEVABLY REMOVED FROM OUR SERVERS UPON ACCOUNT CANCELLATION.

- If an account has been suspended for non-payment, it will only be reactivated upon payment

of all overdue fees. Upon reactivation, we are not responsible for any deleted Web site or content.

- If we make any refunds due to charges you dispute with your credit card, we will cancel your account. The cancelled account will only be reactivated once all disputed/refunded fees are resolved satisfactorily, and we receive payment for any and all administrative fees incurred by Fozzy as a result of your dispute or charge- back request. We cannot guarantee any files or e-mail will be available upon reactivation.

- It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. A determination of such misuse or fraudulent use shall be in our sole discretion. Furthermore, we may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

2.2. In consideration of the provision of the Services, Client shall pay to Fozzy monthly or once every three (3) or six (6) or twelve (12) or twenty four (24) or thirty six (36) month in advance the amount set forth in the Registration Form . The Customer accepts that the invoicing frequency may be changed at any time by Fozzy.

2.3. Payment of the invoices shall be made at Fozzy's account, full details of the bank account are uploaded on Fozzy's website on the payment options section. The payment must be in United States Dollars (USD) via paypal and/or bank transfer and/or by using the following cards, Visa and/or Master card and/or American

Express. Any additional fee attached to the payment shall be at Customer's expense. Foreign payments shall be carried out at the transferor's expense. The net amount received by Fozzy shall be strictly equal to the price due by the Customer for the applicable Service.

Where the Customer authorizes payment of any of the Fees (as this term is defined in clause 2.5 below) by credit and or debit card then Fozzy may deduct other amounts becoming payable to it under the Agreement from that credit or debit card without obtaining additional authorization from the Customer.

The Customer agrees that any invoice for Services provided by Fozzy shall be transmitted to the Customer electronically to the email address provided by the Customer in its contact information when signing up as a new account user. The Customer shall be entitled to ask Fozzy to send the Customer a printed invoice, in consideration of the applicable administrative fee. In view of the fact that the email address provided by the Customer in their contact information must be valid, active and available seven (7) days a week, the Customer shall not be entitled to lodge any claim with Fozzy in the event an emailed invoice is not received. In addition, Fozzy shall indicate in the Customer's account, for the Customer's information, all invoices that have been issued to the Customer's account, as well as the payment statuses of such invoices.

2.4. Client shall receive a confirmation letter via e-mail at the time Client contracts for the Services, which shall confirm the fees payable to Fozzy and their frequency. Thereafter, Client shall receive a monthly billing statement for the upcoming month. The monthly billing

statement shall indicate any changes in fees, which fees shall become effective upon thirty (30) days' notice as set forth in Section 2.6 herein.

2.5. Client is responsible for all activities and charges resulting from Client's use of the Services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the billing statement (the "Fees"). Client acknowledges that no refunds will be given by Fozzy in the event that Client's account is terminated by Fozzy. In the event of a breach of security, Client will remain liable for any unauthorized use of the Services until Client notifies Fozzy by sending an e-mail with account information to sales@Fozzy.com .

2.6. Current rates for using the Services may be obtained at www.Fozzy.com . Fozzy reserves the right to change fees, surcharges, monthly fees or to institute new fees at any time. In addition, Fozzy may institute special trial offers, from time to time, that shall be reflected in the confirmation letter sent to Client upon sign up. If Fozzy does not receive the full amount of Client's Service account balance within three (3) days of invoice date, Client's Services can be frozen. Fozzy may terminate Client's account immediately with notice to Client.

2.7. Customer Responsibility for Payment

The Customer shall pay Fozzy for the Services at the applicable Recurring, Non - Recurring and usage rates and fees established from time to time by Fozzy. The Services requested by the Customer in their order form and/or control panel shall identify the type and quantities of the Service desired, the requested term of the Service and such other information required by Fozzy to provide and invoice the Service.

2.8. Invoicing Errors

Fozzy's obligation with respect to any errors resulting in the Customer overpayments for the Service is limited to granting invoice credits equal to the amounts erroneously billed. Under no circumstance will any invoicing error affect the Customer's obligation to pay for the Services rendered and used.

2.9. YOU ACKNOWLEDGE, AGREE AND AUTHORIZE US TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM IN ACCORDANCE WITH THE ORDER FORM OF THE SERVICE, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN SECTION 12.

3. Rights and responsibilities of Fozzy

3.1. Fozzy shall provide Client with the hosting services, as described at www.Fozzy.com hereto. Fozzy has the right to control and direct the means, manner, and method by which the host services are performed. Currently, the standard location for shared, reseller, and VPS hosting is (i) Netherlands, Haarlem, (ii) Dallas, Usa, (iii) Madhapur, India, (iv) Singapore, but the Company reserves the rights to change this upon giving you reasonable notice. Fozzy also retains the right to alter the default location for accounts at its discretion as needed.

3.2. Fozzy shall provide a reasonable level of technical support to Client via email or Web page for the term of this Agreement.

3.3. Fozzy may electronically monitor the host services and may disclose any content or records to satisfy any law, regulation, or other governmental request or to properly operate host services and protect its Clients. Fozzy reserves the right to block any hosted site that contains any content that Fozzy deems in its sole discretion to be unacceptable or undesirable.

4. Rights and responsibilities of Client

4.1. Client represents and warrants that (i) Client possesses the legal right and ability to enter into this Agreement, and (ii) the performance of Client's obligations and use of the Services by Client, its customers and users, will not violate any applicable laws, regulations or the rules and regulations or cause a breach of any agreement with any third parties or unreasonably interfere with other Fozzy Clients' use of Services. Client assumes all risks related to processing of transactions related to electronic commerce. Client agrees to provide Fozzy with accurate, complete and updated information required by the registration of the Fozzy host service (Client Registration Data), including Client's legal name (where the client is a legal person), full name, address, telephone number(s), email address, and applicable payment data (e.g., credit card number and expiration date). Client agrees to notify Fozzy within thirty (30) days of any changes. You represent and warrant to Fozzy 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. The User is responsible for maintaining the confidentiality of login and billing information. Fozzy is not liable for any account disputes that may arise between various parties holding account login information. If Fozzy has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, Fozzy 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, including without limitation your customer number/login, password, payment method(s). For security purposes, Fozzy recommends that you change your password at least once every six (6) months for each account. You must notify Fozzy immediately of any breach of security or unauthorized use of your account. Fozzy 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 Fozzy or others incur caused by your account, whether caused by you, or by an authorized person, or by an unauthorized person.

4.2. Client agrees that in the event of the breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Fozzy will have the right, in its sole discretion, to suspend or terminate immediately any Services and/or account.

4.3. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being for the provided Services. Such costs include, but are not limited to, the fees required to register and maintain domain names, which is governed by a separate agreement between Client and a third-party domain name registrar.

4.4. Third-party software available through the Services may be governed by separate end user licenses. By using the Services and the third-party software, Client agrees to be bound by the terms of such end user licenses regarding the applicable third-party software. Client consents and authorizes Fozzy to delegate the authorizations Client provides to Fozzy to its third party service provider(s) as Fozzy deems necessary or desirable in order to provide the applicable Services. Client agrees that the terms and conditions of this Agreement, including

any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such third party service providers and such third party service providers are deemed to be third party beneficiaries of the Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. Client also agrees that all reference to “Fozzy” within this Agreement and any incorporated terms are also deemed to include, where applicable, Fozzy's agents, such as the third party service providers.

4.5. Advertising, Solicitation, and Client Name Harvesting. Client shall not use the Services to send unsolicited advertising, promotional materials, or other forms of solicitation to the Fozzy clients or other Internet users unless Client receives the express permission of such individuals. Client shall not use the means of unsolicited advertising to advertise a site hosted on the Fozzy network. Client shall not use the Services to collect or “harvest” user-names of Fozzy clients or other Internet users without the expressed prior permission of the member. Fozzy reserves the right to block or filter mass email solicitations sent from sites hosted on the Fozzy network. Should Fozzy become aware at any time that the Client is using the Services in any of the above mentioned manner, Fozzy shall be permitted to suspend and/or terminate the Services immediately for cause after informing the Client.

4.6. Client shall be solely responsible for all content available on or through its site, and shall at all times be subject to the terms of this Agreement, Fozzy’s standard Terms of Service and any generally applicable guidelines and service standards published by Fozzy. Client warrants that its site hosted on the Fozzy network (i) will conform to the Fozzy TOS (ii) will not infringe and will not contain any content that infringes on or violates any copyright, any patent or any other third-party right; and (iii) will not contain any content which violates any applicable law, rule or regulation. Fozzy shall have no obligations with respect to the content available on or through any site hosted on the Fozzy network, including, but not limited to, any duty to review or monitor any such content. Fozzy reserves the right to block any site that violates any of the above-stated terms, or which in Fozzy's sole discretion, Fozzy deems objectionable or offensive, or otherwise violates a law or Fozzy policy, or, in the alternative, to terminate this Agreement.

4.7. Client agrees to use the Services only for lawful purposes and in accordance with this Agreement. Client will comply at all times with all applicable laws and regulations and the TOS, as updated and/or amended by Fozzy from time to time. The TOS are incorporated herein and made a part hereof by this reference. Fozzy may change the TOS, with notice, which notice may be provided by posting such new TOS at the Fozzy Site. Client may request a current copy of the TOS by sending a request to Fozzy. Client agrees that it has received, read and understands the current version of the TOS.

4.8. Unless otherwise specified and except for any Client content all work performed hereunder by Fozzy, is the property of Fozzy, and all title and interest therein shall vest in Fozzy and/or its licensors, as applicable. To the extent that title to any such works may not, by operation of law, vest in Fozzy all rights, title and interest therein are hereby irrevocably assigned to Fozzy. All such materials shall belong exclusively to Fozzy, and Fozzy shall have the right to obtain and to hold in its own name, copyrights, trademarks, registrations, or such other protection as may be appropriate to the subject matter; and any extensions and renewals thereof. Client agrees to give Fozzy and any person designated by Fozzy such reasonable assistance, at Fozzy’s expense, as is required to perfect the rights defined in this paragraph. Fozzy content except for User Content, all content available through the Services including

without limitation any site builder tools, website templates, themes, designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Fozzy Content"), are the proprietary property of Fozzy or its licensors. Fozzy Content or that of its licensors which is made available through the Services, as applicable, may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Fozzy Content. All rights of Fozzy or its licensors that are not expressly granted in this Agreement are reserved to Fozzy and its licensors. Any permitted use of Fozzy Content is subject to the terms of any applicable license. Users shall not remove any copyright notices or photo credits appearing on any Fozzy Content that Users have been granted the right to use. Any violation of this section will be deemed a breach of this Agreement.

4.9. 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" or "Client" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Fozzy 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. Fozzy shall not be liable for any loss or damage resulting from Fozzy's reliance on any instruction, notice, document or communication reasonably believed by Fozzy 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, Fozzy 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.

5. Property Rights

5.1. Fozzy hereby grants to User a limited, non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use Fozzy technology, products and services solely for the purpose of accessing and using the Services. User may not use Fozzy's technology for any purpose other than accessing and using the Services in accordance with the terms of this Agreement. Except for the rights expressly granted above, this Agreement does not transfer from Fozzy to User any Fozzy technology, and all rights, titles and interests in and to any Fozzy technology shall remain solely with Fozzy. User shall

not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Fozzy.

Fozzy owns all right, title and interest in and to the Services and Fozzy's trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Services and the related hardware, software and systems

5.2. User hereby represents and warrants to Fozzy, and agrees that during the term of the Services the User shall ensure that:

- User is the owner or valid licensee of the content the User posted, hosted or made available on the Services ("User Content") and each element thereof, and User has secured all necessary licenses, consents, permissions, waivers and releases for the use of the User Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Fozzy to pay any fees, residuals, guild payments or other compensation of any kind to any person;

- User's use, publication and display of the User Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated;

- User will comply with all applicable laws, rules and regulations regarding the User Content and the User web site and will use the User web site only for lawful purposes; and

- User has used its best efforts to ensure that the User Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.

- User shall be solely responsible for the development, operation and maintenance of User's web site, online store and electronic commerce activities, for all products and services offered by User or appearing online and for all contents and materials appearing online or on User's products, including, without limitation:

- the accuracy and appropriateness of the User Content and content and material appearing in its store or on its products,

- ensuring that the User Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and are not defamatory or otherwise illegal. User shall be solely responsible for accepting, processing and filling User orders and for handling User inquiries or complaints. User shall be solely responsible for the payment or satisfaction of any and all taxes associated with its Web site and online store.

- User grants Fozzy the right to reproduce, copy, use and distribute all and any portion of the User Content to the extent needed to provide and operate the Services.

5.3. In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your agent, and transactions entered into by anyone who uses Your account, whether or not the transactions were on Your behalf.

5.4. User (a) shall at all times be solely responsible for and maintain the confidentiality of personal information of user's in accordance with laws and regulations applicable to User and its customers.

6. License to Fozzy

User hereby grants to Fozzy a non-exclusive, royalty-free, worldwide right and license during the term of the Services to do the following to the extent necessary in the performance of

Services:

- digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the User Content; and

- make archival or back-up copies of the User Content and the User web site.

- Except for the rights expressly granted above, Fozzy is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with User.

- Fozzy, in its sole discretion, reserves the right (i) to deny, cancel, suspend, transfer or alter, modify, correct, amend, change, program, or take any other corrective action to protect the integrity and stability of the Services (including altering, modifying, correcting, amending, changing, programming, or taking any other corrective action regarding any malicious code, software or related abusive activity, User Content and/or web site(s)), and/or (ii) to comply with any applicable laws, government rules, or requirements, requests of law enforcement, or to avoid any liability, civil or criminal. User further agrees that Fozzy shall not be liable to User for any loss or damages that may result from such conduct.

7. Disclaimer, limitation of liability, no additional warranty

7.1. In the event that any limited guarantees are provided by Fozzy, such limited guarantees are null and void if Client fails to follow Fozzy's TOS and other policies or otherwise breaches this Agreement in any respect.

7.2. Fozzy does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the Services or any information that may be obtained there from is at Client's own risk. The Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. Except as provided in the order form(s), Fozzy does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Fozzy does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure.

7.3. Fozzy does not and cannot control the flow of information to or from Fozzy's network and other portions of the Internet. Such flow depends in large part on the performance of the Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt Client's connections to the Internet (or portions thereof). Fozzy cannot guarantee that such events will not occur. Accordingly, Fozzy disclaims any and all liability resulting from or related to such events.

8. Limited Warranty.

8.1. Fozzy represents and warrants to User that the Services will be performed (a) in a manner consistent with industry standards reasonably applicable to the performance thereof; and (b) in compliance in all material respects with the applicable Service Descriptions. User will be deemed to have accepted such Services unless User notifies Fozzy, in writing, within thirty (30) days after performance of any Services of any breach of the foregoing warranties. User's sole and exclusive remedy, and Fozzy's sole obligation, for breach of the foregoing warranties shall be for Fozzy, at its option, to re-perform the defective Services at no cost to User, or, in the event of interruptions to the Services caused by a breach of the foregoing

warranties, issue User a credit in an amount equal to the current monthly service fees pro rated by the number of hours in which the Services have been interrupted. Fozzy may provision the Services from any of its data centers and may from time to time re-provision the Services from different data centers.

8.2. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Fozzy's reasonable control; (b) that resulted from any actions or inactions of User or any third parties; or (c) that resulted from User's equipment or any third-party equipment not within the sole control of Fozzy. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO USER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

9. Limitation of Liability.

9.1. IN NO EVENT WILL OUR LIABILITY IN CONNECTION WITH THE

SERVICES, ANY SOFTWARE PROVIDED HEREUNDER OR ANY ORDER, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED USD one-hundred (\$100). WE CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. WE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM. EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other Terms of Service theory (including strict liability), other than claims based on fraud or willful misconduct.

User understands, acknowledges and agrees that if Fozzy takes any corrective action under this Agreement because of an action of a User or one of its Users or a reseller, that corrective action may adversely affect other Users of User or other reseller Users, and User agrees that Fozzy shall have no liability to User, any of its Users or any Reseller User due to such corrective action by Fozzy.

The terms of this section shall survive any termination of this Agreement.

10. Indemnification

10.1. Client agrees to indemnify, defend and hold Fozzy and its affiliates, agents, employees, and licensors (including the third party service providers) harmless from any and all claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of Client's violation of this Agreement, State or Federal Securities laws or other applicable laws or regulations, or any other person's rights including but not limited to infringement of any copyright or violation of any proprietary or privacy right.

10.2. In no event will Fozzy or its third party service providers be liable to Client or any third party for any tort, contract or any other liability arising in connection with the use of the Services, or reliance on any information or services provided by Fozzy.

10.3. Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to Client, and the respective liability of Fozzy and its third party service providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

11. Termination

11.1. Term and Renewal

The term of the Service shall be as set forth in the Order Form and/or control panel ("Initial Term") and shall begin on the Service start date. If neither the Customer nor Fozzy cancels or terminates the Agreement before the end of the Initial Term or any Renewal Term, the Agreement, unless otherwise provided in the Order Form and/or control panel, shall automatically renew for an identical term at the request of the Customer pursuant to the rates, terms and conditions contained in the Agreement as amended from time to time. If the Customer has chosen to subscribe to the Service for a minimum term or for a minimum committed usage amount, and the Customer terminates the Agreement before the end of the Initial Term or any Renewal Term before satisfying the minimum, or if the Agreement is terminated by Fozzy for cause, the Customer shall be subject to an applicable early-termination fee or committed usage amount shortfall fee amounting at least to the sum of the Recurring Fees to be paid until the anniversary date of the current Term. If the Term of the Agreement is monthly, either party may terminate the Agreement by providing the other party with written notice of termination at least five (5) days prior to the intended termination date.

11.2. Termination of Agreement

This Agreement may be terminated or cancelled at anytime by:

- The Customer as provided in article 11.8; or
- Fozzy in the event of late payment by the Customer as foreseen in article 11.9 here below;
or
- Fozzy, at any time, if, in Fozzy's sole and absolute discretion and/or judgment, the Customer is in violation of any term or condition of this Agreement and related agreements, or Customer's use of the Services disrupts or, in Fozzy's sole and absolute discretion and/or judgment, could disrupt, Fozzy's business operations and/or;
- Fozzy, by giving the Customer as much prior notice as reasonably practicable if the Services become prohibited by applicable law, or become impractical or unfeasible for any technical, Terms of Service or regulatory reason;

11.3. Suspension of services

Fozzy may, without notice and without incurring any liability, discontinue the provision of the Service if: (a) it determines such action is necessary to (i) prevent or protect against fraud, tricks, tampering, schemes, false credit devices, electronic devices, or any other fraudulent means or devices, (ii) protect its personnel, agents, facilities or services, or (iii) protect against actual or potential adverse financial effects; (b) in case of legal obligation, judicial or governmental request, or request from a duly competent regulatory or administrative authority (c) in case of urgent work in the headquarters and/or on the Fozzy network and/or on Fozzy equipment (d) the Customer fails or refuses to provide information regarding the Customer's creditworthiness, its past or current use of the Services, the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (e) the Customer provides false information to Fozzy regarding the Customer's identity, address, creditworthiness, past or current use of the Service, or the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (f) the bandwidth or computer memory used by the Customer in relation to the Services exceeds any agreed or stipulated level and Fozzy determines in its sole discretion that suspension is necessary to protect Fozzy equipment and/or network; (g) failure or deficiencies in the Customer hardware including but not limited to server corruption and security breaches; (h) if Fozzy has reasonable grounds to believe that the Customer uses or threatens to use the Service in a fraudulent and/or unlawful and/or criminal manner or in a manner which could prejudice Fozzy, (i) if the Customer becomes insolvent, makes assignments for the benefit of creditors, files for bankruptcy or reorganization,

fails to discharge an involuntary petition for bankruptcy within the time permitted by law, or otherwise abandons the Service, (j) in case of Force Majeure, as defined in article 11.5 hereafter.

Notwithstanding the foregoing, Fozzy shall make its best efforts to notify the Customer of the suspension within a reasonable prior delay. Additionally, Fozzy shall make its best efforts to limit the suspension period.

11.4. In all instances, Fozzy shall not be held responsible and/or liable for any consequences and/or damage that the Client may suffer due to a service suspension.

11.5 Force Majeure

Fozzy shall not be responsible for any delay and/or non-performance resulting from any event of force majeure, due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or claiming jurisdiction over Fozzy, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of Fozzy. If Fozzy fails to fulfill their contractual obligations due to a Force majeure event, Fozzy shall inform the Customer as soon as possible. The Service shall be suspended from the appearance of the force majeure event until its disappearance.

11.6. Termination effects

If the Customer terminates this Agreement, upon proper notice to Fozzy, prior to the end of the Initial Term or any Renewal Term thereafter, the Customer shall be obligated to pay all Fees and charges for all Services for each period remaining in the then-current Term. Any cancellation request shall be effective thirty (30) days after receipt by Fozzy, unless a later date is specified in such request.

If Fozzy cancels this Agreement for cause, Fozzy may charge the Customer 100% of all charges for all Services for each period remaining in the then-current Term and Fozzy shall have the right to charge the Customer with an early-termination fee.

UPON TERMINATION OF THIS AGREEMENT FOR ANY CAUSE OR REASON WHATSOEVER, THE CUSTOMER CONTENT AND OTHER DATA IS DELETED UPON TERMINATION. Accordingly, the Customer should always maintain back-up copies of the Customer Content and data so the Customer may use such copies elsewhere after such termination.

11.7 Customer Hardware removal.

Upon termination, and if applicable, the Customer, at its expense, will receive written notice from Fozzy establishing a time period within which the Customer must remove the Customer Hardware from Fozzy premises. The Customer Hardware not timely removed shall be deemed to have been abandoned by the Customer and shall become the property of Fozzy to do with as it sees fit.

11.8. Termination Without Cause.

This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other no less than five (5) days' prior email notice of termination. No matter which party terminates the Agreement pursuant to this section, any and all payment obligations of Client under this Agreement for Service(s) provided through the date of termination will immediately become due, and Client shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered during such five (5) day period.

11.9. Termination For Cause.

In addition to any other rights it may have under this Agreement or applicable law, Fozzy may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a default in payment, or (ii) Client's breach or failure to comply with the TOS or other policies of Fozzy. If this Agreement is terminated by Fozzy under this section, all balance of the then current term shall immediately become due and payable. In addition to the foregoing, Fozzy reserves the right to prohibit any conduct or to remove any materials or content in violation of the TOS or which Fozzy believes in its sole discretion to be illegal or potentially harmful to others or may expose Fozzy to harm or liability.

11.10. No Liability for Termination.

Fozzy will not be liable to the client for any termination or expiration of any Services of this Agreement in accordance with its terms.

11.11 Survival.

The following provisions will survive any expiration or termination of the Agreement: Section 4,8,9,10,11,12,13.

11.12. IP Address.

Upon expiration, cancellation or termination of this Agreement, Client shall relinquish any Internet protocol ("IP") numbers, address or address blocks assigned to Client by Fozzy or its network services supplier (but not the URL or top level domain connected therewith). Fozzy reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

12. General

12.1. Assignment. Client may not assign this Agreement or any of Client's rights or obligations hereunder without the prior written consent of Fozzy, and any such attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

12.2. Notices.

Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication on the following occasions: (1) on the delivery date if delivered personally to the party, or a representative of the party; (2) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, whether or not received, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile. If to Client: to Client address provided at account set-up. If to Fozzy: to address mentioned at www.fozzy.com or through Fozzy's control panel.

12.3. Governing Law.

This Agreement, and all future agreements Client may enter into with Fozzy, unless otherwise indicated on such other agreement, will be governed by the laws of the USA State of Florida, without regard to conflicts of law principles thereof. This is the case regardless of

whether you reside or transact business with Fozzy in Florida or elsewhere. If any part of the Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

12.4. Compliance with local laws

Fozzy 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.

12.5. Modifications.

No modifications, amendment, supplement to or waiver of this Agreement or any exhibit hereunder, *or* any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

12.6. Waiver.

A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

12.7. Severability.

THE TITLES AND HEADINGS OF THIS AGREEMENT ARE FOR CONVENIENCE AND EASE OF REFERENCE ONLY AND SHALL NOT BE UTILIZED IN ANY WAY TO CONSTRUE OR INTERPRET THE AGREEMENT OF THE PARTIES AS OTHERWISE SET FORTH HEREIN. EACH COVENANT AND AGREEMENT IN THIS AGREEMENT SHALL BE CONSTRUED FOR ALL PURPOSES TO BE A SEPARATE AND INDEPENDENT COVENANT OR AGREEMENT. IF A COURT OF COMPETENT JURISDICTION HOLDS ANY PROVISION (OR PORTION OF A PROVISION) OF THIS AGREEMENT TO BE ILLEGAL, INVALID, OR OTHERWISE UNENFORCEABLE, THE REMAINING PROVISIONS (OR PORTIONS OF PROVISIONS) OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND SHALL BE FOUND TO BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

12.8. Independent Contractors.

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

12.9. Entire Agreement.

This Agreement, and the other terms and conditions and policies referred to herein, sets forth the entire agreement, and supersedes any and all prior agreements of the parties with respect

to the transactions set forth herein. Neither party shall be bound by, and each party specifically objects to, any term, conditions or other provisions which are different from or in which is proffered by the other party in any correspondence or other document, unless the party to be bound thereby specifically agrees to such provision in writing.

Last modified on: 5 December 2019