

## Terms of Service

Use of Colostore Service constitutes acceptance and agreement to Colostore AUP (Acceptable Use Policy) as well as Colostore TOS (Terms of Service) and Service Level Agreement (SLA). From herewith in this TOS, AUP, and SLA, the usage of "us", "we", "our", "ours" shall constitute reference to Colostore, the usage of "you", "your", "they", "them" shall refer to client / customer of Colostore.

### Billing and Payment

**Account Set up:** You agree that by placing an order either by electronic ordering (web order form) or submitting a written contract, and receipt of such order by Colostore that you are agreeing to our TOS, AUP, and SLA agreements. No Modifications of said contract by our Client is allowed.

Furnishing false or incorrect data on the order form, contract or online application, including fraudulent use of credit card numbers will result in appropriate action determined by Colostore.

Attempting to circumvent or alter the processes of any billing procedures or procedures to measure bandwidth utilization, or other methods to document "use" of the Company's Services and Products will result in Colostore taking immediate steps to remove all or a portion of the your content, disconnect or terminate our agreement.

Any setup fees will be charged full setup fee pricing, and are applied at the time of initial request of such services.

We accept check, Money orders and direct bank deposits as well as VISA, Master Card, American Express, and Discover Cards.

**Billing:** Establishment of this service is dependent upon receipt of payment. Fees shall commence as soon as you sign up for services in accordance with account set-ups. Fees for renewal periods shall automatically be charged at the 1st of each month for the total of order. Prices are subject to change in the future, but are guaranteed through your paid billing period.

You, the customer, agrees that Colostore may charge fees for the services to your credit card you supplied during registration. In the event you wish to change your charge card, this agreement will still apply.

You understand that additional charges will be added if the client requires additional services or support beyond the agreed amount.

**Late Fees:** A service charge of \$15.00 will be added to unpaid balances after 10 days from the due date. If payment has not been received 15 days after the due date, the account will be suspended without exception. The customer will have the option of reactivating the account. An additional fee of \$15.00 will be charged to reinstate an account that is suspended or terminated. The reactivation fee is non-negotiable.

Colostore will make every attempt to work with you through email, voicemail, and phone number provided, and by registered mailing address will be made before a suspension or termination. In the event that you do not meet the agreement of the billing and payment policy, Colostore may immediately suspend and/or terminate your service.

You agree to pay in full amount all owed to Colostore in the event of suspended, terminated, or cancellation. Colostore can renegotiate with you to continue service.

### Security Policy

Your payment and personal information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read over the internet.

### Termination Policy

Colostore may without notice terminate your contract if you violate the TOS, AUP, SLA and/or policies or in the judgment of Colostore acted inconsistently and could place unreasonable demands on the Company and its business operations.

You agree that Colostore will not be liable to you or any third party for any termination of your contracted services.

You are obligated to pay in 100% of fee and charges accrued prior to canceling.

### Cancellation Policy

All requests for canceling any service / services must be made in writing with at least 30 days notice but not more than 60 days prior written notice and faxed to 574-246-1364. Confirmation Receipt of cancellation will be sent within 24 hours of our normal cancellation department hours of 9AM to 5PM EST Monday - Friday.

If you terminate or cancel your contract within 24 hours after the set-up, you will be obligated to pay all fees and service charges. Any refund for prepaid services will be returned minus set-up fee.

If Colostore should cancel the contract, you will be refunded any dollars exchange in advance minus any unpaid bills or service fees.

Action will be taken immediately if any excessive use of bandwidth, disk space, or other means that Colostore determines will affect services. You will be notified immediately. A new service agreement can be determine by Colostore, if you need other provision to handle your business.

### Complaints

Colostore has the right to charge to investigate each complaint up to \$50 per incident. Colostore only works with the immediate client and will not deal with sub-clients on the account.

If we receive a complaint, it will be forwarded to you. If we do not receive a response that brings resolution to the complaint within a 24-hour period, Colostore will begin to investigate the complaint and take steps to correct it if necessary.

If we get repeat complaints, Colostore will take steps to resolve the complaint and then you will be contacted. Colostore reserves the right to limit and/or reduce network activity on services in order to reduce complaints and bring network into tolerable levels of acceptable usage.

### Shipping>Returns

You will be responsible for shipping and insuring equipment to and from Colostore facility. If you cancel your contract with us or if it becomes necessary for us to terminate your contract, you will be responsible for shipping and insuring requirements regarding your equipment. If you were to owe Colostore for the services provided, your equipment will be held as collateral until all obligations are met.

Refunds will be provided for any or all unused services at the time of termination, upon notification from client. Notification is required for refunds to be issued in advance of termination of services before the end of the billing period, there will be no refunds without advance notice of termination of services.

**Abandoned Equipment** Client agrees that any equipment, facilities modification, or Client provided infrastructure or services that remain in the service area or impound area for more than sixty (60) days beyond termination, regardless of reason or ownership of said items, shall be deemed to be abandoned and Colostore.com shall have the right to remove and or dispose of said equipment, modifications or infrastructure or services at its sole discretion.

**Network Uptime** is the total time in a calendar month that Colostore network is available through the Internet, provided that you have established connectivity. Colostore takes responsibility for Network availability within our network; however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to you free of Network Outages that render 100% packet loss, 99.9% of each calendar month.

**Scheduled Downtime** is any Colostore scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

Colostore is not responsible for the restoration of data to server. We strongly recommend that you purchase backup options for your server, and keep copies of your data off-site with you for emergency purposes. If hardware failure and data loss occurs, you the client are responsible for data restoration. Colostore will not be liable for loss of data under any circumstance.

Network Outages or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which you are unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in Colostore's Network as confirmed by Colostore. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

#### CPU Usage

You agree that no excessive amounts of CPU processing shall be used.

#### Bandwidth & Disk Usage

You agree that bandwidth and disk usage shall not exceed the number of megabits that was ordered per. your contract with Colostore.

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#### Support

Colostore provides 24 x 7 technical supports to our clients. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Colostore provides support related to your server or virtual site physical functioning. Colostore does not offer tech support for application specific issues such as management scripts, cgi programming, html or any other such issue. It is your responsibility to have a good working knowledge of aspects of your site's operation. Please do not expect the Colostore's support staff to teach you how to use aspects of the tools at your disposal. Colostore does not provide technical support for your customers. We encourage you to post questions on the Users Forum. We encourage you to check there first for assistance. If you are able to get there or have other questions, the answers may be on our Knowledge Base pages. Lastly, you may login to tech support.

#### You're Warrants

As our Customer, you are completely responsible for development, methods of operation, and upkeep of your web site and business activities.

As our Customer, you are responsible for the safeguard of all contents, materials appearing online, accuracy, and appropriateness of content or materials to ensure that they abide by the restriction within the policies set forth by Colostore.

As our Customer, you will be accountable for all of your client's orders and for handling their inquiries or complaints.

As our Customer, you will be accountable for payments and all cost associated with your site or online store.

As our Customer, you will be accountable for security and confidentiality of your clients and their information, credit card security and warrants of your ownership.

As our Customer, you represent and warrant to Colostore that you own or have their right to use a client's content and material and will not violate such rights, nor violate any criminal laws, nor constitute false advertising to violate a right of publicity or invasion of privacy, nor misappropriate any copyright, patent, trademark, trade secret or any other proprietary right of a third party.

#### Disclaimer of Warranty

As our Customer, you are aware of and agree that all applications of our services and information obtained through Colostore will be made of use at your own risk. And, through this use, you will not hold Colostore responsible for the

information passing through our host computers, network hubs, points of presence, or through the Internet.

In a large part, the performance of Internet services provided or controlled by third parties and the actions or inactions of such parties can impair or disrupt customer's connections. Colostore cannot guarantee that such events will not occur and disclaims any and all liability resulting from or related to such events.

Services provided in this agreement are provided on an as is available basis. None of Colostore, its parent, Corporation, respective employees, officers, directors, shareholders, agents, suppliers, third-party providers, merchants, licensors or the like makes any warranties of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or non-infringement, for the services or any equipment provided by Colostore.

A person employed by Colostore makes no warranty that our service will not be interrupted, error free, or have total accuracy. Every effort is made to communicate correct information and provided correct services.

Information, services, or merchandise contained in or provided through Colostore is not liable, and declines any liability for substance of any data transferred either to or from you or stored by you or any of your customers.

Any advice given oral or in written form by Colostore personnel will not create a warranty nor may you rely on the total correctness of such information or advice.

The terms of this section shall survive any termination of this agreement.    Service Modifications

You agree that at any time Colostore possess the right to modify or discontinue services with or without notifying you, and that Colostore and its personnel, will not be held liable or legally responsible for loss or damage incurred with such change.

Indemnification

You agree to defend Colostore, its affiliated companies, officers, directors, employees, shareholders, and agents (an &ldquo;indemnified party&rdquo; and collectively &ldquo;indemnified parties&rdquo;) from and against all claims, damages, losses, liabilities, suits, actions, proceeding: both legal and administrative, expenses threatened, asserted, or filed by a third party against any indemnified parties related to your use of services, violation of the terms and conditions, or breach of covenant in your agreement, or any omissions of yours. Meaning, that you pay any expense, including all cost and attorney's fees, should a client, or a clients customers files a suit against Colostore.

The terms of these sections shall survive any termination of this agreement.    Force Majeure

Colostore shall not be legally responsible for failure or delay in performing our responsibilities if failure or delay is due to conditions beyond our reasonable control including without limitation:

Acts of any governmental body, war, insurrection, sabotage, embargo, or acts do to disasters either man made or natural disaster such as flood, earthquakes, etc, or strikes or other labor disturbance, or interruption/delay in transportation, interruption/delay in telecommunications or third party services, for failure of third party software/hardware, or inability to obtain raw materials, supplies, power used, or equipment needed for provision of the services. Governing Law and Arbitration

This agreement shall be governed in accordance with the federal laws of the United States. All claims, disputes, controversies, breach of contract, enforcement of contract, which cannot be amicably resolved will be referred to and settled by an arbitrator. An arbitrator shall be trained, experienced and licensed within the United States. All claims will be arbitrated on an individual basis and cannot be consolidated with any other claim, controversy or dispute of any other party.

You agree to waive your right to participate in any class action suit against Colostore or parties related to Colostore.

Colostore reserves the right to pursue protection of property rights and confidential information through courts.

Colostore reserves the right to join you as a party to proceedings against persons who are not a party to this agreement but where your liability is on a joint or several bases with them. Entire Agreement

Together with the Colostore order form, agreements, documents, specifically identified agreements will represent the entire agreement between the parties, you, and Colostore. It will supercede all previous representations or

understandings. If any provision of the agreement is un-enforceable, void, or invalid, the agreement that remains will be held in full force and effect.

You agree that you act for your corporation, partnership or are the legal entity over 18 years of age and are in good standing under the law of your organization and are acting as the authorized individual to accept execute and deliver of this agreement.

You agree that you have no right to assign this agreement without prior written consent from Colostore to another party.

This agreement is binding to insure the benefit of you and Colostore and all successors, administrators, executors and permitted assigns.