

## Comory Systems Subscription Agreement

Use of Comory Systems services signifies that you agree to all of the following. If you DO NOT agree with these terms and conditions DO NOT attempt to connect to our website or services. The use of any of our services is your acceptance of these terms and conditions.

This agreement is between you, hereinafter referred to as Subscriber, and Comory Systems, hereinafter referred to as Provider, (collectively referred to as Parties). Whereas, Subscriber desires to become affiliated with Provider, for the purpose of using services of Provider. Now therefore, the Parties agree as follows:

**1. ACCEPTABLE USE TERMS AND CONDITIONS:** The Provider agrees to allow Subscriber to connect to computing facilities at Subscriber's site to Provider's computing facilities and to transmit data over the Network, and/or Subscriber's data on Provider's computers, in accordance with the following terms and conditions:

- a. Any traffic, which is disruptive or destructive of any source, is absolutely prohibited and cause for immediate termination without notice. This includes unsolicited electronic mail (SPAM).
- b. If any data from any source leaves the Provider and enters any other network, that data must follow the acceptable use rules of the entered network (including member networks, regional or backbone networks). It is the responsibility of the Subscriber where this traffic entered the Provider to meet this requirement.
- c. Provider specifically prohibits any use or display of data or information which could be viewed as sexually explicit or obscene.
- d. The Subscriber cannot compete with the Provider.
- e. Any illegal acts are prohibited.
- f. Subscriber is to be the sole recipient of funds. The Subscriber may not collect funds on behalf of others.
- g. The Subscriber's bank account designated at time of sign-up will be the account of record.
- h. The Subscriber shall be responsible for any entries that may cause an account not belonging to the intended party to be debited, or an account to be debited which was not authorized by the account holder. The Subscriber will initiate a reversal of such entry as soon as possible. Provider shall be subrogated to the rights of Subscriber if Subscriber cannot or will not indemnify Provider due to any wrongful act of a customer of Subscriber.
- i. The Subscriber acknowledges that they are using services of Provider for the benefit of the company named on the application form. Provider shall make services available only to the company represented

by Subscriber on the original application form. Using the services of Provider for more than one company or business or re-providing services is strictly prohibited.

Any violation of the terms and conditions set forth in 1(a) through 1(i) by Subscriber will subject Subscriber to IMMEDIATE SUSPENSION OR TERMINATION at Providers discretion, of the services rendered by Provider WITHOUT NOTICE OR WARNING.

**2. PAYMENT OF SERVICE FEES** Subscriber shall pay any service fees according to the service plan designated by Subscriber upon sign-up. All charges are payable in US\$. No credit is given for partial use during the month of termination. Subscriber accounts may be suspended for non-payment, without notice. Subscriber agrees to pay all fees in full which are incurred in connection with the services made available by Provider. Subscriber may have an active account with Provider and be in development or otherwise not appear to use Provider's resources. Fees are incurred from the time Subscriber subscribes to Provider's service at Provider's Web site, until Provider receives proper notification of termination of service. This Agreement remains in full force and effect until Provider receives appropriate notice of termination. Services are month-to-month unless otherwise agreed to in writing. Subscriber is liable for all fees incurred during the service period(s).

NOTICE OF INTENT TO TERMINATE SERVICE BY SUBSCRIBER MUST BE IN WRITING VIA LETTER, FAX OR EMAIL AND SIGNED BY, OR ORIGINATE FROM THE INDIVIDUAL WHOSE NAME APPEARS ON THE CREDIT CARD OR IS AN AUTHORIZED OFFICIAL OF SUBSCRIBER'S COMPANY. Provider does not offer a refund for services provided.

Provider may pursue all available remedies for collection of delinquent accounts. **2 | P a g e**

**3. LIMITATION OF LIABILITY** In no event shall Provider's liability exceed the fees the Subscriber actually paid Provider for the use of the services. Provider shall not in any event be liable for any damages whatsoever arising out of or related to the use of the services of Provider, including but not limited to direct, indirect, special, incidental or consequential damages and damages for loss of business profits, business interruption, loss of business information, or pecuniary loss even if Provider has been advised of the possibility of such damages.

**4. CHANGES TO SUBSCRIPTION AGREEMENT** The Provider reserves the right to change these terms and conditions by notifying the Subscriber in writing at least fifteen (15) days in advance. The Provider reserves the right to refuse service at any time.

**5. TRADEMARKS AND TRADE NAMES** Neither Party shall have the right to use the other's name trademark(s) or trade name(s) or to refer to this Agreement in connection with any product, promotion, Web site or publication without the prior written consent of the other Party. All services of Provider are proprietary and are protected by trademark or copyright.

**6. TERM** This Agreement will be effective upon Subscriber's first connection to the Provider's network and may be terminated by either Party immediately upon written notice to the other Party provided, however, that the provisions of Paragraphs 1(f), 3, 5, 7, and 8 shall survive any termination. Subscriber is responsible for any outstanding fees. Subscriber is responsible for any entries initiated by the Subscriber

prior to such termination; particularly the authorization to debit the account of the Subscriber for up to ninety (90) days for rejected items and fees.

**7. DISCLAIMERS AND WAIVERS** The Provider, any and all other participating contractors, and its directors, officer and employees are not authorized to make any affirmation of fact or warranty with respect to the software, service, or hardware supplied under this Agreement and the Provider HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT OR PROPRIETY INTERESTS AND SHALL NOT BE LIABLE TO SUBSCRIBER FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE PROVIDER'S HARDWARE, SOFTWARE OR SERVICE INCLUDING, BUT NOT LIMITED TO, TRANSACTION PROCESSING. The Provider expressly disclaims all express or implied warranties with respect to, including but not limited to, the merchantability, fitness for any particular purpose, quality, confidentiality, reliability, authenticity, integrity, or privacy of the services provided by any third party to Subscribers or to the Provider itself. The Subscriber shall indemnify and hold the Provider, its directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, costs and expenses, including reasonable attorney's fees arising out of or related to Subscriber's use of the Network and/or Services or Subscriber's breach of the terms and conditions of this agreement.

Reliance upon receipt of funds from the Internet commerce system is at the risk of the Subscriber. SUBSCRIBER AGREES THAT PROVIDER IS NOT LIABLE FOR PROCEEDS FROM THE SALE OF GOODS OR SERVICES DELIVERED WITHOUT THE RECEIPT OF FUNDS. PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY WITH REGARDS TO THE TIMELINESS OF DEPOSITS. SUBSCRIBER RELEASES PROVIDER FOR ANY LIABILITY WITH REGARDS TO ANY TRANSACTION FEES INCURRED.

**8. CHOICE OF LAW** The laws of the State of Arizona, United States of America shall govern this Agreement and the legal relationships between the Parties. The Agreement is deemed to have been entered into in the State of Arizona. All disputes will be resolved in Goodyear, Arizona.

**9. ENTIRE AGREEMENT AND NOTICE** This Agreement is the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this agreement and fully understands the terms thereof. This Agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be changed or terminated in writing, notice of which is to be acknowledged in writing or electronically by both Parties.

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