



The following promotional terms and conditions govern those particular Web.com promotions and offers for certain Web.com products and services:

Google AdWords Certificates Credit Promotion

This promotional offer entitles select customers to receive a Google advertising credit (\$5 of which will be deducted from the account activation fee), which may be used for the Google AdWords program. The actual amount of credit varies by plan selected and will only be applied toward the Google AdWords program and will not be applied toward any Web.com Services. The advertising credit is only available for orders submitted through the URL provided in this promotion. One credit is available per customer and the offer valid for new advertisers only. This credit and all related Google Services are subject to the Google AdWords Program Standard Terms and Conditions available at www.google.com and Customer agrees to be bound by and adhere to these terms. This promotional offer is not valid for resellers and is further subject to ad approval, valid registration and acceptance of the Google AdWords Program Standard Terms and Conditions. This promotional offer is non-transferable and may be revoked at any time for any reason by Google Inc. or Web.com. Customer acknowledges and agrees that this is a limited time offer and that other restrictions may apply.

Marketing - 1 Month \$1.00 Promotion

This promotion provides Customer with a discounted rate of \$1.00 per month for the first (1) billing cycle of the related Services. After the first (1) billing cycle, Customer's recurring fee will automatically change to then current rate. The current rate for the Services is \$10.00 per billing cycle (every four weeks); subject to change at the sole discretion of Web.com. Customer may cancel prior to the end of the promotional period or at any time thereafter by contacting Web.com at 800-932-4678. The Services are to be further governed by the terms and conditions found at <http://www.web.com/legal/serviceagreement.aspx>.

Website Builder 1 Month \$2.95 Promo

This promotion provides Customer with a discounted rate of \$2.95 per month for the first (1) billing cycle of the related Services. After the first (1) billing cycle, Customer's recurring fee will automatically change to then current rate. The current rate for the Services is \$22.95 per billing cycle (every four weeks); subject to change at the sole discretion of Web.com. Customer may cancel prior to the end of the promotional period or at any time thereafter by contacting Web.com at 800-932-4678. The Services are to be further governed by the terms and conditions found at <http://www.web.com/legal/serviceagreement.aspx>.

Business Builder 1 Month \$3.95 Promo

This promotion provides Customer with a discounted rate of \$3.95 per month for the first (1) billing cycle of the related Services. After the first (1) billing cycle, Customer's recurring fee will automatically change to then current rate. The current rate for the Services is \$32.95 per billing cycle (every four weeks); subject to change at the sole discretion of Web.com. Customer may cancel prior to the end of the promotional period or at any time thereafter by contacting Web.com at 800-932-4678. The Services are to be further governed by the terms and conditions found at <http://www.web.com/legal/serviceagreement.aspx>.

Unlimited Transfer and Storage Space Promotion

Web.com's web hosting customers who act in accordance with Web.com's Terms and Conditions, and who refrain from abusing the unlimited transfer and storage space offer may be eligible for Web.com's offer of unlimited transfer and storage space. Web.com, in its sole discretion, determines what constitutes abuse. Example of abuse include, but are not limited to, housing files that are not linked to from a Customer Website, using the Services as a form of online backup or storage, storing files that are directly accessed/downloaded from another website, and/or housing websites that use significant amounts of other resources (i.e., processor usage, etc.). If Customer abuses the Services, Customer will not be eligible for unlimited transfer and storage space, and may be subject to account termination. Additional limitations and restrictions may be imposed on Customers with unlimited transfer and storage space, and these limitations may include, but are not limited to, restrictions on the speed at which your Website grows and limitations on uploads to or downloads from your Website. The use of unlimited transfer and storage space may also be subject to account restrictions or limitations to allow time for Web.com to assess your usage. Web.com reserves the right to terminate this offer and/or the related webhosting services at any time and for any reason.

"Free Domain Name" Domain Name Included Promotion

The "Free Domain Name" Domain Included promotional offer is valid for a one (1) single 1-year domain name registration. This offer is valid for initial (new) purchase only and only on domains to be registered with a Web.com registrar, and is only valid for domain names with the .com, .net, .org, .biz, or .info extensions. After the applicable one (1) year promotional period, then-current renewal rates shall apply. For reference, the current renewal price for a one (1) year .com domain name registration is \$37.00, subject to change at the sole discretion of Web.com. This offer is not valid on domain renewals or transfers and is only valid for generally available domain names, and not Premium Names of any kind. Only one free domain is available per order and Web.com cannot assure domain name availability. This offer may not be combined with any other offer and product upgrades & free trials are ineligible for this offer. Moreover, all domain name registration orders are subject to Web.com Domain Name Registration Terms and Conditions located at <http://www.web.com/legal/domain-registration-terms.aspx>.

Domainnames.com is a Web.com company and all Web.com terms of service apply. The following Services Agreement governs all Web.com products and services.

WEB.COM MASTER SERVICES AGREEMENT

Last Updated: February 27, 2012

THIS SERVICES AGREEMENT, as amended by Web.com, its subsidiaries, affiliates, successors and assigns (hereinafter referred to collectively as "Web.com", "us", "we" and/or "our"), from time to time (hereinafter referred to as the "Agreement" and/or "Terms and Conditions"), between you ("Customer", "you" and/or "your") and Web.com, sets forth the terms and conditions applicable to your purchase and/or use of our products and services (the "Services") as further set forth herein. You and Web.com together may be referred to herein as the "Parties" and either alone may be referred to as a "Party".

You acknowledge that you have read, understand and agree to be bound by all of the terms and conditions of this Agreement, as well as all other applicable rules or policies, terms and conditions, or service agreements that are or may be established by Web.com from time to time and are incorporated herein by reference. You may also elect to purchase additional Services from Web.com, our partners and/or other third parties, which may have their own service agreements or other related terms and conditions, and it is your obligation to review, accept and abide by those agreements as well as this Agreement.

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1. TERM AND TERMINATION

If you order the Services via purchase order or other executable document, you shall be deemed legally bound by this Agreement immediately upon your signing of that document. If you order the Services online, you shall be deemed legally bound by this Agreement immediately upon placing that order. If you order the Services by telephone and do not agree to be legally bound by these Terms and Conditions at that time, you may notify Web.com within seventy-two hours (72) from when Web.com sends you a welcome e-mail to your last known contact e-mail address that you desire to cancel the Services and the Services will be cancelled, a refund of any funds already paid to Web.com with respect to such order of Services will be issued, and there will be no further obligations by either Party. Failure to notify Web.com of this cancellation within the applicable time period shall be deemed to indicate that you have read and understood these Terms and Condition and agree to be legally bound by them. Additionally, it is your responsibility to make sure that Web.com has a current and active e-mail address.

Unless otherwise stipulated herein or in the related order process (the "Order Process"), this Agreement shall begin in accordance with the above (the "Effective Date") and shall automatically renew for successive terms or otherwise continue until terminated in accordance with this Agreement. Web.com may terminate this Agreement immediately for any or no reason and without notice to Customer. Without limiting the foregoing, Web.com reserves the right to suspend or terminate all Services immediately with or without notice to Customer if Web.com determines, in its sole discretion, that Customer has failed to comply with its obligations as set forth in this Agreement.

Unless otherwise stipulated in the Order Process, Customer may terminate the Services by calling Web.com customer service, whereby this termination request may be recorded and the Services will terminate as of the end of the current billing period. To effect your termination request, Web.com may require you to provide Customer user name, password and a verification or authorization code. Customer will be responsible for all fees incurred up to and including the date of termination and upon termination Customer may receive a final bill reflecting the balance due for any remaining charges and agrees to pay all such fees incurred by Customer. Where applicable, certain Sections of this Agreement will survive termination. In the event of expiration or termination for any reason, the licenses granted under this Agreement shall automatically and immediately cease. Termination shall not affect the rights of Web.com to recover from you fees, losses, damages, indemnity, defense costs, expert costs, collection costs and/or attorney's fees or expert witnesses' cost or other costs of any kind owed under this Agreement.

2. PAYMENT & FEES

Customer shall pay Web.com for all Services ordered and/or provided. Depending on the method of sale, Web.com shall provide Customer with Services at the prices designated in the Order Process, subject to change in accordance with this Agreement. If Customer exceeds stated limits for any part of the Services or if Customer requires additional Services, additional fees will apply based on Web.com's posted rates, also subject to change in accordance with this Agreement. Unless otherwise stated, all fees are quoted in U.S. Dollars and exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and you will be responsible for payment of all such taxes (other than taxes based on Web.com's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement.

Unless otherwise stipulated in the Order Process, payment for Services will be made via a charge to the Customer's credit card, charge card, Paypal or bank account (the "Account") upon ordering of the Services. By submitting an order for processing, Customer authorizes Web.com to charge the order to the Account or to otherwise immediately bill Customer for the Services. Customer acknowledges and agrees that all annual, monthly or other recurring fees referenced in the Agreement or otherwise related to the Services are to be recurring transactions billed on an ongoing basis until the Services are terminated in accordance with this Agreement. If Customer has provided billing information sufficient for automatic billing, Web.com will bill customer automatically in accordance with the applicable billing frequency. Customer is obligated to pay for the full amount of the Agreement, even if such full amount is scheduled

to be paid in installments. If Customer elects to pay for the Services in installments, all installments must be received on or before the applicable due date.

Without limiting any of Web.com's rights hereunder, should any fee payment become delinquent, Web.com may suspend or cancel the Services; however charges will continue to accrue in accordance with the Term of this Agreement and price of Services. Web.com may bill an additional charge to reinstate a suspended Customer account. Client acknowledges and agrees that Web.com is not responsible whatsoever for any effect the suspension of Services might have on the Services or the results or effectiveness thereof. If Web.com provides any Service discount to Customer and Customer defaults on its payments or obligations as outlined herein, Web.com may rescind all discounts and require full payment for the Services. Web.com reserves the right to refer any amounts owed hereunder to a third party for collection in the event of ongoing default.

On any amounts not paid when due, Customer agrees to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then Customer agrees to pay the highest rate allowed by law. In addition, Customer agrees to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. Customer agrees to execute financing statements and other instruments at Web.com's request. A \$20.00 (Twenty U.S. Dollars) collection fee will be charged for all dishonored checks. A \$15.00 (Fifteen U.S. Dollars) fee will be assessed for the following reasons: (i) late payment, (ii) payment with insufficient funds, (iii) denied or invalid credit card number, or (iv) the restarting of Services terminated for nonpayment.

CUSTOMER UNDERSTANDS AND AGREES THAT ALL WEB.COM FEES AND CHARGES ARE NONREFUNDABLE AND THAT WEB.COM MAY CHANGE ANY FEE, RATE OR PLAN AT ANY TIME UPON NOTICE TO CUSTOMER IN ACCORDANCE WITH SECTION 19 (NOTICE) OF THIS AGREEMENT.

If Client pays for the Services by credit card or charge card, Client permanently and irrevocably waives any and all right to enact a 'chargeback' (that is, a disputed, reversed or contested charge with the applicable bank, credit card or charge card) against these payments for any reason whatsoever against Web.com.

3. CUSTOMER RESPONSIBILITIES

Customer shall be responsible for the following (whereby failure to adhere to these responsibilities shall constitute a material breach of this Agreement):

- providing current and updated Customer information (including Customer's name, address, email address, postal address, phone and fax numbers, etc.) for Web.com's use in contacting Customer regarding the Services and otherwise as necessary in regards to the Services and checking those points of contact throughout the Term of this Agreement for notices and/or updates from Web.com;
- providing Web.com with all necessary information, data, text, music, sound, images, photographs, graphics, video, messages, tags and custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) and other materials ("Content") to be used in connection with a Customer website or online store ("Website") or otherwise for use in conjunction with the Services, other than that Content which Web.com expressly agrees to supply;
- acquiring any authorizations necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;
- contacting Web.com for all changes, modifications, and enhancements to the Website and/or Services starting from the date of sale and otherwise remaining engaged in the related processes;

- providing Web.com with unrestricted access to the Website and/or related accounts as needed for Web.com to provide the Services hereunder;
- granting to Web.com and its subcontractors the necessary rights and licenses with respect to the Website, the Content and materials related thereto in order to carry out obligations under this Agreement;
- allowing Web.com to make a reasonable number of archival or back-up copies of the Website as deemed necessary by Web.com in providing the Services;
- ensuring that Customer maintains a current and complete backup of their Content at all times;
- obtaining Internet connectivity to access the Website, to send and receive e-mail, and to otherwise access and utilize the Internet;
- reviewing and adhering to any end-user facing policies and/or terms provided by Web.com for use on a Customer website (i.e. a Customer privacy policy), and further revising any such policy to accurately reflect Customer's business practices; and
- contacting Web.com with notice of Customer's decision to cancel or discontinue the Services. IF NO SUCH NOTIFICATION IS GIVEN TO WEB.COM BY CUSTOMER, WEB.COM WILL ASSUME CUSTOMER IS SATISFIED WITH AND ACCEPTS ALL SERVICES, AND WEB.COM WILL BILL ANY RELATED SERVICE FEES DIRECTLY TO CUSTOMER'S TELEPHONE BILL, CREDIT CARD, AUTOMATED CLEARING HOUSE (ACH), ACCOUNT, OR OTHER PAYMENT METHOD PROVIDED OR OTHERWISE IDENTIFIED BY CUSTOMER.

Depending on the Services you elect to receive, you may also be responsible for establishing and maintaining a commercial relationship with a financial institution or money transmitter such as a credit card processor, bank or PayPal. The terms of any such relationship shall be between you and that entity and such terms may be more restrictive or place limits on your use of the Services and as such you should contact those entities for more information regarding such terms where applicable.

4. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer hereby represents and warrants as follows:

- Customer can form legally binding contracts under applicable law;
- Customer is at least eighteen years old and is responsible for supervising the activities of any under-age user;
- to Customer's knowledge, there is no action, proceeding, or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement;
- entering into this Agreement or otherwise purchasing the Services will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default, or result in a termination of, any agreement or instrument to which the Customer is a party;
- Customer has taken all actions required by applicable law, and have obtained all consents which are necessary to authorize or enable it to enter into this Agreement and/or purchase the Services;
- to the extent that Customer is a business entity, the individual ordering the Services or otherwise entering into this Agreement on behalf of Customer has been duly authorized and are empowered to bind Customer to this Agreement;
- Customer shall ensure the accuracy of materials provided to Web.com, including, without limitation, Content, descriptive claims, warranties, guarantees, nature of business, and contact information for Customer;
- Customer shall acquire any authorizations necessary for hypertext links to third party websites used on the Website or otherwise in conjunction with the Services;
- to the extent Customer gathers any personal information about visitors to the Website, Customer shall not share that personal information with any third party without first obtaining a visitor's consent;
- Customer will not provide Content or other materials, or use the Services in any manner that infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret or patent right, and will further not use the Services as a mechanism designed to facilitate such infringement; and

- Customer's Content, other materials provided in conjunction with the Services, and use of the Services shall in all respects conform to all applicable federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders (including those governing the export of technical information).

Customer further represents and warrants that they will not provide or use any Content or other materials or use the Services or the Website in a manner deemed to be any of the following:

- encouraging illegal or criminal conduct;
- promoting, facilitating or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities;
- promoting or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property;
- offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity;
- pornographic or obscene in any manner whatsoever;
- violent or encouraging violence;
- disparaging, defamatory, libelous, or results in an invasion of privacy;
- containing any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data or personal information;
- intentionally holding Web.com or their employees, directors or stockholders up to public scorn, ridicule, or defamation; or
- stating or implying that the Website is placed by Web.com or any party with a contractual relationship with Web.com, or that such parties endorse Customer's products or services.

For all domain names or uniform resource locators used by Customer in conjunction with the Services (collectively the "URL's"), Customer represents and warrants that any name or word submitted to be used as all or part of a domain name or URL does not infringe any trademark or domain name rights of any third party. Moreover, Customer further represents and warrants that it has a present good faith intention to use any domain name or URL it requests in connection with the Services and that it is not merely "cybersquatting" (i.e., obtaining the a domain name merely to attempt to sell the rights to the domain name or subdomain to some third party).

Customer further represents and warrants that Customer will use the Services in complete accordance with [Web.com's Acceptable Use Policy](#). Customer also represents and warrants that Customer shall not use the Services in a manner that interferes with or disrupts other network users, services, or equipment. Without limiting any of its other rights set forth herein, Web.com reserves the right to terminate or suspend any and all Services without notice if any such interference is determined by Web.com to exist. Such interference or disruption includes, but is not limited to:

- scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums;
- propagation of computer worms or viruses; and/or
- use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

For any and all end-user facing policies and/or terms provided by Web.com to Customer for use on a Customer website (i.e. a Customer privacy policy), Customer represents and warrants that Customer shall review any such policy and that Customer shall fully adhere to any such policy and that it is Customer's responsibility to revise any such policy to accurately reflect Customer business practices.

5. RESERVATION OF RIGHTS

Without limiting other remedies or any of its other rights set forth herein, Web.com reserves the right to revoke any and all licenses granted hereunder, revoke access to the Services, or to otherwise limit, deny, terminate, or suspend, in whole or in part, any and all Services without notice if (i) Customer fails to pay any fees owed under this Agreement when due, or (ii) in Web.com's sole discretion, the Services are used, or to be used, in a manner that is improper, illegal, in contravention of any of the representations or warranties made by Customer herein, or would otherwise amount to a breach of this Agreement or the documents it incorporates by reference. In the event of such termination or suspension, Customer agrees that the unused portion of any fees Customer may have paid for Services are an appropriate recompense to Web.com for the time required to respond to and address issues created by Customer's illegal or improper actions, and Customer agrees not to seek recovery of those fees, however Customer acknowledges and agrees that this will not constitute a waiver by Web.com of any other available remedies nor will it be considered satisfaction of the matter or any related claims that Web.com may have against Customer.

Web.com further reserves the right to reject, alter, modify, or remove the Website, Website domain name, URL, or any Content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Web.com deems, in its sole discretion, to be improper, illegal, in contravention of any of the representations or warranties made by Customer herein, or otherwise in breach of this Agreement, and where necessary Web.com will also actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer as well as any Services, Websites, domain names, URL's, Content and those persons that may have accessed any of the foregoing. Notwithstanding the foregoing, Customer acknowledges and agrees that Web.com shall have no obligation to review any Content.

Web.com further reserves the right to modify the Services, at its sole discretion, either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, Web.com may provide notice to you in accordance with Section 18 below regarding any such modification of the Services. You agree that Web.com shall not be liable to you or any third party for any such modification of the Services.

For any Services involving a domain name or Website, for any such domain name or pages of the Website that do not resolve on the Internet, Web.com reserves the right to point and/or redirect the domain name and/or pages to a page that may be modified at any time by Web.com without prior notice to you and that may include such things as, without limitation (i) links to additional products and services offered by Web.com, (ii) advertisements for products and services offered by third-parties, and/or (iii) an Internet search engine interface. If you do not wish to have the related domain name and/or web pages point to such a page, please provide notice to Web.com in accordance with this Agreement (i.e., "opt out").

You also acknowledge and agree that Web.com reserves the right to use your domain name and Website screen shots in Web.com's portfolio and/or other advertising and promotional materials.

6. WEBSITE CONTROL AND CONTENT

Unless otherwise expressly stated herein, you will be solely responsible for the development, maintenance and operation of the Website, including the accepting, processing and filing customer orders generated through the Website, and handling any customer inquiries, complaints, or disputes arising from orders or sales generated through the Website. You agree that Web.com has no obligation to back-up any data related to the Website's operations and you should independently take appropriate steps to maintain such data in accordance with your needs and requirements.

You will be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the Content on the Website, regardless of whether Web.com provides any design or customization Services to you under this Agreement, including all descriptions of the products and services you offer to customers of your Website and user-generated content on and related to your Website. When acting as a conduit, Web.com will give you discretion over your Content provided it is compatible and interoperable with any Services or Web.com software provided under this Agreement ("Software"). You retain all rights, title and interest in and to all intellectual property rights embodied in the Content, exclusive of any Content provided by Web.com.

You acknowledge that, when providing you with the ability to publish and distribute your own or third party products, services or Content on the Website, Web.com and its Software are acting only as passive conduits for the publishing and/or distribution of such products, services or Content. Web.com has no obligation to you or any third party, and undertakes no responsibility, to review the Website, the products or services listed therein or any other Content, including but not limited to user-generated Content, published and/or distributed on the Website to determine whether any such product, service or content may incur liability to third parties.

Except as otherwise stated in the Agreement, Customer is to be considered the owner of all Customer Content. During the period that Web.com provides Services to you pursuant to this Agreement, you hereby grant to Web.com and its subcontractors a limited, non-exclusive, royalty-free, worldwide license to copy, reproduce, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit the Website and the Content solely for the purpose of rendering the Services hereunder. You also acknowledge and agree that Web.com reserves the right to use your domain name and Website screen shots in Web.com's portfolio and/or other advertising and promotional materials as provided for above.

In the event that Customer posts Content or allows its users to upload Content onto a Website, Customer agrees to designate a copyright agent under the Digital Millennium Copyright Act ("DMCA") (see 17 U.S.C 512(c)(3) for further detail). In the event that a copyright holder contacts Web.com's copyright agent under the DMCA, Customer acknowledges and agrees that Web.com may take all necessary action as required under the DMCA in its sole discretion, including removing Content from Customer's website.

Except as expressly allowed under this Agreement, you will not, either directly or through a third party, transfer your interest in and to the Website to any third party without the express written consent of Web.com.

7. USE AND OWNERSHIP OF DIGITAL IMAGES

The Services may contain clipart and photo images (collectively, the "Images") and as such Web.com may provide the Images to you in the process of providing the Services. The Images are either owned by Web.com or licensed from a third party. Unless otherwise stipulated by Web.com, your use of the Images is subject to the restrictions set forth in this Section and otherwise in accordance with this Agreement.

Provided Customer is not in breach of this Agreement or any of the representations and warranties contained herein, and provided Customer pays the applicable fees, Customer may do the following subject to the restrictions set forth in this Section (upon termination of the Services or this Agreement all Customer rights and licenses in and to the Images shall immediately terminate):

- incorporate the Images into your own original work and publish, display and distribute your work on the Website. You may not, however, resell, sublicense or otherwise make available the Images for use or distribution separately or detached from a product or webpage. For example, the Images may be used as part of a webpage design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or re-use by others. Similarly, Customer may be provided with copies of the Images (including digital files) as

part of work product, but Customer is not permitted to use the Images separately or as part of any other product;

- o back up, copy, or archive the Images as necessary for internal use, and only as necessary for that use. Any copy or archive you make must include the Image's copyright information; and
- o in the normal course of workflow, convey to a third party (such as a printer) temporary copies of the Images that are integral to your work product and without which the product could not be completed.

Customer may not:

- o create scandalous, obscene, defamatory or immoral works using the Images, nor use the Images for any other purpose which is prohibited by law;
- o use the Images or any part of it as part of a trademark, service mark, or logo. Web.com and those third parties from whom they have licensed images retain the full rights to the Images, and therefore Customer cannot establish their own rights over any part of the Images;
- o remove any copyright or trademark from any place where it appears on the Images or its accompanying materials;
- o rent, lease, sublicense or lend the Images, or a copy thereof, to another person or legal entity without the express written consent of Web.com;
- o transfer the rights to the Images, accompanying materials or storage media for the Images, except as specifically provided for in this Agreement. All other rights are reserved by Web.com and those third parties from whom Web.com has licensed images;
- o reverse engineer, decompile, or disassemble any part of the Images, accompanying materials or storage media for the Images, subject to applicable law;
- o copy or reproduce the Images, accompanying materials or storage media for the Images;
- o display the Images in any digital format or for any digital use at a resolution greater than 640x480 pixels, except in editorial or preliminary design work. Doing so will be viewed as an attempt to distribute the Images in violation of this Agreement;
- o re-sell, distribute or sub-license the Images, storage media for the Images, or the rights to use the Images to anyone for any purpose, except as specifically provided for in this Agreement; or
- o use the Images in any way that could be considered defamatory, libelous, pornographic, immoral, obscene or fraudulent, either by making physical changes to it, or in the juxtaposition to accompanying text. Customer agrees not to use Images as part of any use involving sensitive subject matter, as determined by Web.com in its sole discretion, including but not limited to the following sensitive subjects: all sexual issues, sexually transmitted diseases, substance abuse, alcohol, tobacco, cancer, mental ailments, alternative lifestyles issues, and physical or mental abuse, without advance written consent from Web.com and any model in such Image. Sensitive subject usage pertains to both commercial and editorial uses.

8. CUSTOMER COLLECTION AND USE OF VISITOR DATA

As between Web.com and you, you shall own any data disclosed by or collected about an individual or entity that accesses your Website to browse or shop ("Visitor Data"). Web.com's use of such data is described in the Web.com Privacy Policy located at www.web.com/legal/privacy-policy.aspx, which is incorporated herein by reference and as it may be amended from time to time. Web.com shall collect, store and process Visitor Data on computers located in the United States that are protected by physical as well as technological security devices. If you object to Visitor Data or your Data being collected, stored or processed in this way, you agree not to use any Web.com Software or Services.

You shall maintain all Customer Data that is collected by or disclosed to you in trust and confidence and use and disclose such information solely in accordance with your privacy policy. You must post, maintain and adhere to your privacy policy that informs your Website customers what Visitor Data is collected, how it is used, the effective date of your privacy policy and how customers of your Website can learn of

changes to your privacy policy. You shall include a hyperlink to your privacy policy on the home page of your Website and on all pages where you collect Visitor Data. In addition, you must prominently include within your posted privacy policy a statement notifying your customers that your Website is hosted by Web.com and that Web.com has access to aggregated information about customers of your Website in order for Web.com to analyze performance and make improvements to Web.com products.

9. WARRANTY DISCLAIMER

YOU AGKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK, AND THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WEB.COM EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHERMORE, WEB.COM DOES NOT WARRANT THAT THE SERVICES AND/OR ANY INFORMATION OBTAINED THEREBY SHALL BE COMPLETE, ACCURATE, UNINTERRUPTED, SECURE OR ERROR FREE. WEB.COM FURTHER MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES WEB.COM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES.

10. LIMITATION OF LIABILITIES

YOU ACKNOWLEDGE AND AGREE THAT WEB.COM WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY OTHER PARTY FOR ANY (i) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF YOUR SERVICE, (ii) USE OF OR INABILITY TO USE THE SERVICE, (iii) INTERRUPTION OF BUSINESS, (iv) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR A SERVICE (INCLUDING, WITHOUT LIMITATION, TO WEBSITES ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME), (v) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (vi) EVENTS BEYOND WEB.COM'S AND ITS SUBCONTRACTORS' REASONABLE CONTROL, (vii) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR WEB.COM POLICY (INCLUDING, WITHOUT LIMITATION, ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION ADOPTED POLICIES), (viii) DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (ix) TRANSACTIONS CONDUCTED ON A USER WEBSITE, INCLUDING FRAUDULENT TRANSACTIONS; (x) LOSS INCURRED IN CONNECTION WITH YOUR SERVICES, INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (xi) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (xii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING YOUR SERVICES, OR (xiii) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICES.

ADDITIONALLY, WEB.COM WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES), WHETHER FORSEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF WEB.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS OR OMISSIONS BY WEB.COM, INCLUDING WITHOUT LIMITATION, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR TECHNICAL OPERATIONS.

IN NO EVENT SHALL WEB.COM'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICES, BUT IN NO EVENT SHALL IT BE GREATER THAN FIVE HUNDRED DOLLARS (\$500.00), AND YOU ACKNOWLEDGE AND AGREE THAT THIS WILL BE

YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND OTHERWISE IN RELATION TO YOUR USE OF THE SERVICES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION INITIALLY AROSE OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, WEB.COM WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE SERVICES HEREUNDER. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

WEB.COM SHALL ALSO HAVE NO LIABILITY FOR ANY CONTENT PROVIDED BY CUSTOMER THAT INFRINGES OR VIOLATES ANY RIGHTS OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, RIGHTS OF PUBLICITY, RIGHTS OF PRIVACY, PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS, AND/OR LICENSES. WEB.COM DISCLAIMS ANY RESPONSIBILITY FOR ANY CONTENT, GOODS, AND SERVICES SOLD BY CUSTOMER OR OTHERWISE AVAILABLE THROUGH THE WEBSITE, OR THE QUALITY OR ACCURACY OF ANY INFORMATION ON THE WEBSITE. WEB.COM WILL NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE WEBSITE, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CUSTOMER AND THIRD-PARTY PURCHASERS OF PRODUCTS OR SERVICES OFFERED THROUGH OR RESULTING FROM THE SERVICES OR USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL SALES OF GOODS OR SERVICES, CREDIT CARD TRANSACTIONS, BANKING OR SECURITIES TRANSACTIONS, OR ANY BUSINESS, SERVICE OR MERCHANDISE AGREEMENTS.

11. INDEMNIFICATION

Customer hereby agrees to indemnify, defend, and hold harmless Web.com and each of Web.com's officers, directors, employees, agents, and affiliates, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys, accountants and expert witness fees), of whatsoever kind and nature, that are imposed on or incurred by Web.com as a consequence of or in connection with: (i) any breach of this Agreement by Customer, (ii) any breach or violation by Customer of any other Web.com term, condition, rule, agreement or policy, (iii) any representation or warranty by Customer that proves to be untrue or inaccurate in any way, (iv) any failure by Customer to perform in accordance with this Agreement, (v) Customer's use of the Services, or (vi) the Website, Content and/or URL's.

Customer agrees to give prompt written notice to Web.com upon the receipt of notice of any claim by a third party against Customer which might give rise to a claim against Web.com, stating the nature and the basis of such claim and, if ascertainable, the amount thereof.

12. FORCE MAJEURE

Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this Section shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Web.com may immediately terminate this Agreement and shall have no liability therefore.

13. WEB.COM SOFTWARE AND TECHNOLOGY OWNERSHIP AND LICENSES

Any Software provided by Web.com and all worldwide intellectual property rights therein are the exclusive property of Web.com. All rights in and to the Software not expressly granted to you in this Agreement are reserved by Web.com. You acknowledge that the Software and its structure, organization, and source code constitute valuable trade secrets of Web.com. Accordingly, except as expressly allowed under this Agreement, you will not, either directly or through a third party, (i) copy, modify, adapt, alter, translate, or create derivative works from the Software; (ii) distribute, sublicense, lease, rent, loan, or otherwise transfer the Software to any third party; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software. In the event of expiration or termination of this Agreement for any reason, the Software licenses granted under this Agreement shall automatically and immediately cease and you shall destroy all copies the Software or related documentation in your possession.

"Background Technology" means computer programming & formatting code or operating instructions developed by or for Web.com and used to host or operate a Website or a Web server in connection with a Website. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content or any derivatives, improvements, or modifications of Customer Content. All rights to the Background Technology not expressly granted to Customer hereunder are wholly retained by Web.com. Where such Background Technology is provided to Customer hereunder, Customer may not either directly or through a third party, (i) copy, modify, adapt, alter, translate, or create derivative works from the Background Technology; (ii) distribute, sublicense, lease, rent, loan, or otherwise transfer the Background Technology to any third party; or (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Background Technology. In the event of expiration or termination of this Agreement for any reason, the any Background Technology licenses granted under this Agreement shall automatically and immediately cease and you shall destroy all copies the Background Technology or related documentation in your possession.

Certain additional features that Web.com may make available to you may require access to and/or installation of additional software (including third party software) that is subject to supplemental or independent terms and conditions ("Additional Software"). Similarly, Web.com may make available additional services (including third party services) that are subject to supplemental or independent terms and conditions (the "Additional Services"). You agree that you will not use such Additional Software or Additional Services unless you have agreed to the applicable terms and conditions, including but not limited to your payment of additional fees as required.

14. WEB.COM TRADEMARK OWNERSHIP, LICENSE AND RESTRICTIONS

Upon your election to use and pay the applicable fees for certain features of the Software or in conjunction with certain Services, Web.com may grant to you a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to use and reproduce those trademarks expressly provided to you by Web.com for use under this Agreement (the "Web.com Marks"). The Web.com Marks are solely for use in the display on those locations on your Website's web pages as designated by Web.com in its sole discretion, and solely in accordance with any Web.com Trademarks Use Policy, which is incorporated herein by reference and that Web.com may periodically change from time to time. Web.com grants you no rights whatsoever in the Web.com Marks other than those expressly granted in this Section. You acknowledge Web.com's exclusive ownership of the Web.com Marks. You agree not to take any action inconsistent with such ownership and you agree not to adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Web.com Marks or in such a way as to create combination marks with the Web.com Marks. At Web.com's request, and in its sole discretion, you will immediately discontinue any use and display of the Web.com Marks. You acknowledge and agree that, except with respect to the limited trademark license granted in this Section, no licenses are granted by Web.com to any other trademarks, service marks, or trade names owned by Web.com, its subsidiaries or affiliates.

15. PROHIBITED TRANSACTIONS

Customer warrants that Customer is not, nor is Customer acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"). In addition, Customer is not, nor is Customer acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time. In addition to all other rights and remedies available to Web.com under this Agreement, and at law and in equity, Customer's breach of this Section shall result in immediate termination of the Agreement and forfeiture of any and all Services or amounts previously provided, paid and/or owed to Customer under this Agreement.

16. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the United States of America and the State of Florida, without regard to conflict of laws principles, as if the Agreement was a contract wholly entered into and wholly performed within Duval County in the State of Florida. Customer agrees that any judicial proceeding relating to or arising out of this Agreement or the Services shall be instituted only in a federal or state court of competent jurisdiction in Duval County in the State of Florida, and Customer consents to the personal jurisdiction of such court and waives the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or forum non conveniens or to otherwise seek a change of venue. Customer also agrees to waive the right to trial by jury in any action that takes place relating to or arising out of this Agreement or the Services.

17. WAIVER

Any failure by Web.com to enforce any of its rights under this Agreement or any applicable laws shall not constitute a waiver of such right. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, Web.com will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Web.com as reflected in the original provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. ENTIRE AGREEMENT AND MODIFICATION

This Agreement, as well as any additional Web.com terms and conditions, rules, policies, and service agreements, together with all modifications thereto, constitute the entire agreement between you and Web.com concerning your use of the Services and any other subject matter related to this Agreement, and supersedes and governs all prior proposals, agreements or other communications between you and Web.com (including, but not limited to, any prior versions of this Agreement). Customer may not waive, modify or supplement this Agreement, in whole or in part, except for written permission or amendment by Web.com. Web.com reserves the right to unilaterally modify and revise the Agreement from time to time. Such modifications or revisions shall be provided to Customer via the Notice provisions set forth in Section 19 below (Notice), and Customer shall be deemed to have accepted, and to be apprised of and bound by, any such modifications or revisions to the Agreement.

19. NOTICE

Notice to Customer hereunder shall be deemed effective when (i) sent via e-mail to the last known Customer contact e-mail address; (ii) sent via fax, to the last known Customer fax number; (iii) sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to the last known Customer mailing address or (iv) posted on www.web.com/legal and/or any of the applicable pages linked thereto, as updated from time to time.

All mail notices shall be effective upon receipt, email and fax notices shall be effective upon transmission and all Website notices shall be immediately effective upon posting on www.web.com/legal and/or any of the applicable pages linked thereto.

By providing such contact information to Web.com, you agree that Web.com may use the information you have provided to contact you via email, postal mail, telephone or fax in any format or manner. Web.com may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall Web.com be liable to you for choosing to send notice to one address, or by one means of delivery, and not others.

Unless otherwise provided for herein or on the Web.com Website, notice may be provided by Customer to Web.com hereunder by contacting Web.com customer service at the phone number listed on the Web.com website or otherwise provided to Customer by Web.com.

20. AGENCIES AND PARTNERSHIPS

This Agreement does not create any agency, employment, partnership, joint venture, franchise, or other similar or special relationship between you and Web.com. Neither Party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other Party or its affiliates, whether express or implied, or to bind the other Party or its affiliates in any respect whatsoever.

21. ASSIGNMENT AND SUCCESSORS

Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Web.com. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Web.com may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without notice to or consent of the Customer. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. NO THIRD PARTY BENEFICIARIES

You acknowledge and agree that nothing herein, express or implied, is intended to nor shall be construed to confer upon or give to any person, other than you, any interests, rights, remedies or other benefits conveyed to you herein.

23. HEADINGS AND INTERPRETATION

The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Also, in all references herein to any parties, persons, entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender and number as the text of this Agreement may require.

24. MISCELLANEOUS

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Customer agrees that during the term of this Agreement Web.com may publicly refer to Customer, orally and in writing, as a customer of Web.com.

To ensure Web.com's customers receive quality service, Web.com randomly selects phone calls for monitoring. These calls, between Web.com's customers and employees, are evaluated by supervisors in order to guarantee that prompt, consistent assistance and accurate information is delivered in a professional manner.

The following Service Descriptions (and additional terms and conditions) further govern those particular Web.com products and services:

- [eWORKS! XL](#)
- [SIGNATURE SERIES](#)
- [CUSTOM WEBSITE DEVELOPMENT SERVICES](#)
- [HOSTING](#)
- [eCOMMERCE SERVICES](#)
- [ONLINE MARKETING](#)
- [DOMAIN NAME REGISTRATION](#)
- [MICROSOFT HOSTED EXCHANGE](#)
- [LOGOYES](#)
- [MOBILE WEBSITE SERVICE](#)
- [CUSTOM FACEBOOK PAGE SERVICES](#)
- [.WEB™ DOMAIN NAME PRE-RESERVATION SERVICES — ADDITIONAL TERMS AND CONDITIONS](#)
- [REPUTATIONALERT](#)
- [BUYER'S CLUB](#)
- [NEW gTLD PRE-REGISTRATION, SUNRISE, LANDRUSH & GENERAL AVAILABILITY ADDITIONAL TERMS AND CONDITIONS](#)