

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

A. General Terms and Conditions

I. Introduction and Overview

This website (the "Website") is controlled and operated by Computer Geek from its offices within the Canada. These Terms and Conditions (the "Terms and Conditions" or "Agreement") set forth the terms and conditions of your use of this Website and the products and services (individually and collectively, the "Services") found at this Website or otherwise purchased from Computer Geek through your control panel or backroom (collectively referred to as your "Control Panel" for the purposes of the Terms and Conditions).

The terms "we," "us," "our," or "Computer Geek" shall refer to Computer Geek. The terms "you," "your," "User," or "Customer" shall refer to any individual or entity who accepts these Terms and Conditions by using this Website or the Services found at this Website. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits, except as specifically referenced.

Computer Geek, in its sole and absolute discretion, may change or modify these Terms and Conditions, 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 Website. You acknowledge and agree that (i) Computer Geek may notify you of such changes or modifications by posting them to this Website, by e-mailing you at your contact e-mail address when you purchase Services, or by posting a notification to your Control Panel, and (ii) your use of this Website or the Services found at this Website after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of these Terms and Conditions as last revised. IF YOU DO NOT ACCEPT ANY SUCH AMENDMENTS, CHANGES, OR MODIFICATIONS, YOUR SOLE REMEDY SHALL BE TO REQUEST THAT THE AFFECTED SERVICES BE DISCONTINUED, OR WITH REGARD TO DNR SERVICES, THAT THE DOMAIN NAME REGISTRATION BE CANCELLED OR TRANSFERRED TO A DIFFERENT DOMAIN NAME REGISTRAR. In order to request the discontinuance of affected Services, You must (i) send a cancellation request to Computer Geek through the means provided in Section III herein within 10 days of the date the Terms and Conditions are updated, and (ii) pay all accrued but unpaid fees for the Services rendered to the date of cancellation.

II. Eligibility; Authority

The Website and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Website or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are agreeing to these Terms and Conditions on behalf of a corporate entity or a third party (the "Entity"), you represent and warrant that you have the legal authority to bind the Entity to these Terms and Conditions, in which case the terms "you," "your," "User," or "Customer" shall refer to the Entity. If, after your agreement to these Terms and Conditions, Computer Geek finds that you do not have the legal authority to bind the Entity, you will be personally responsible for the obligations contained in these Terms and Conditions, including any payment obligations. Computer Geek shall not be liable for any loss or damage resulting from Computer Geek's reliance on any instruction, notice, document or communication reasonably believed by Computer Geek to be genuine and originating from an authorized representative of the Entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Computer Geek reserves the right (but undertakes no duty) to require additional authentication from you.

III. Terms and Termination

These Terms and Conditions shall be effective for the duration of your use of the Website or the Services. Your use of the Services shall commence upon purchase pursuant to the instructions set forth in the online Services ordering process (the "Effective Date") and shall continue to the Expiration Date (as defined below).

The Term for the Services is set forth in your original order (the "Service Order") and unless otherwise modified, your services will automatically renew for subsequent Renewal Terms unless cancelled by you following the Cancellation Procedures (as defined below). The last calendar day of your original Term is your "Renewal Date." Each "Renewal Term" will be equal in length to your original Term. You may modify the length and Services in your Renewal Term(s) by making appropriate changes in your Control Panel before the Renewal Date for the Services. All Renewal Terms will be at Computer Geek's then-current price for length of Term for the Services. "Expiration Date" means the last day of the service term for which any Services are ordered (as per the applicable Service Order, and as modified by any Renewal Term). "Commencement Date" means the date Computer Geek first makes the Services available for use by the Customer.

In order to cancel your Services, you must provide written notice of Termination to Computer Geek by providing the appropriate information sent to sales@computer-geek.net.

As a courtesy, Computer Geek allows you to modify the Renewal Term or cancel Services other than DNR or SSL Services up to TWO calendar days following your Renewal Date by modifying the Service Order by following the Cancellation Procedures, as applicable. DNR and SSL Services are paid by a single payment and cannot be pro-rated or modified after the Commencement Date or Renewal Date for each Term.

Computer Geek may terminate your Services for any reason by providing notice to you thirty calendar days prior to your Renewal Date. In addition, Computer Geek may suspend, transfer, modify and/or terminate your Services **at any time** for any of the following reasons, which suspension or termination (irrespective of its cause) shall not relieve you of your obligation to pay the fees for the Services:

- If you breach or violate any of these Terms and Conditions.
- If you breach or violate Computer Geek's Acceptable Use Policy (the "AUP").
- If you fail to pay any amounts owed to Computer Geek.
- In response to an order from a court of competent jurisdiction, or arbitration award.

Lastly, a portion of related Services may be terminated or modified upon either the termination of the underlying agreement between Computer Geek and the vendor providing third-party provided services or if Computer Geek determines that the Services no longer meet Computer Geek's specifications or standards. Computer Geek may, at its sole discretion, replace these related Services with other Services that provide a comparable value. Computer Geek reserves the right to modify, change, or discontinue any aspect of the Website or the Services, including without limitation prices and fees for the same, at any time.

IV. **Fees and Payments**

Payment is due for the initial Term of the Services (as specified on the Service Order) when Customer places the order, and payment is due for each Renewal Term of the Services on the date specified on your Control Panel or in the applicable renewal notice from Computer Geek (each, the "Due Date"). Any failure to follow all required payment procedures shall be at Customer's sole risk.

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Computer Geek) in connection with the payments of the Services, Computer Geek may suspend or terminate Customer's account immediately. Computer Geek will reinstate Customer's Services solely at Computer Geek's discretion, and subject to receiving Computer Geek's then-current reinstatement fee.

Amounts unpaid after the applicable Due Date shall accrue interest at the lesser of 1.5% per month and the maximum lawful rate ("Interest Rate"). As noted above, Computer Geek reserves the right to suspend or terminate Services to any account in payment default of any amounts due Computer Geek (whether or not they are related to the Services), which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the fees for the Services. Products such as SSL and DNR are paid on an annual basis by a single annual payment. Any cancellation for these products made after the Renewal Date (as defined below) will not result in any pro-rating or refund for these products.

V. **Registration; Account Creation**

As part of the registration process, you will be required to provide certain information, including without limitation contact information, such as your full name, postal address, email address, telephone number and fax number, if available ("Personal Information"). You agree to update your Personal Information promptly as needed to keep it current, complete and accurate, and to add such additional information as Computer Geek may reasonably require from time to time. You may access your Personal Information to review, modify or update such information through your Control Panel.

You agree that we, in our sole discretion, may modify our Privacy Policy and such revised Privacy Policy will be effective upon posting on our Website.

In the event that you provide information about a third party in the course of any registration, you hereby represents and warrants that you have (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein.

YOU AGREE THAT YOUR WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO COMPUTER GEEK OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY SERVICES SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING SUSPENSION OR TERMINATION OF SUCH SERVICES.

VI. **Canadian Export Laws**

The Website and the Services are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other Canadian authorities (collectively, "U.S. Export Laws").

You shall not export or re-export, or allow the export or re-export of, the Services in violation of any CANADIAN Export Laws. None of the Services may be downloaded, re-sold, or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the Canada has embargoed trade; or (ii) to anyone on the CANADIAN Treasury Department's list of Specially Designated Nationals or the CANADIAN Commerce Department's Denied Persons List, or any other denied parties lists under CANADIAN Export Laws. By using the Website and/or the Services, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all CANADIAN Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access the Website or the Services from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with CANADIAN Export Laws. If such laws conflict with CANADIAN Export Laws, you shall not access the Website or the Services. The obligations under this section shall survive any termination or expiration of these Terms and Conditions or your use of the Website or the Services.

VII. **Compliance with Local Laws**

Computer Geek makes no representation or warranty that the content available on the Website or the Services are appropriate in every country or jurisdiction, and access to the Website or the Services from

countries or jurisdictions where its content is illegal is prohibited. If you choose to access the Website or the Services, you are responsible for compliance with all local laws, rules and regulations. Because Computer Geek acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)). You are solely responsible for complying with such statutes, rules and regulations, including, but not limited to, applicable PCI regulations, FACTA requirements, and any local privacy laws that may apply to you.

VIII. **Intellectual Property**

Customer acknowledges that all right, title and interest in any and all technology, including the software and any customer recommendations, that is part of or provided with the Services and any trademarks or service marks of Computer Geek or third parties utilized in connection with the Services (collectively, "Computer Geek Intellectual Property") are vested in Computer Geek and/or in Computer Geek's licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the Computer Geek Intellectual Property. Customer may not copy, modify or translate the Computer Geek Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the Computer Geek Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Computer Geek may not use Customer's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of Customer, except that, unless otherwise specified on the Service Order Computer Geek may use Customer's name on a list of sample customers for marketing purposes.

IX. **Disclaimer of Warranties**

CUSTOMER AGREES THAT THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. COMPUTER GEEK AND ITS SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPUTER GEEK AND ITS SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES COMPUTER GEEK OR ITS SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES.

Computer Geek shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. With regards to the Services, either party may terminate the Terms and Conditions and the Services if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.

X. **Limitation of Liability**

IN NO EVENT SHALL COMPUTER GEEK, ITS SUBSIDIARIES, ITS PARENT COMPANIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE OR SERVICES, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS WEBSITE OR THE SERVICES, (III) THE SERVICES OR THE SERVICES FOUND AT ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION

OR CESSATION OF SERVICES TO OR FROM THE WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE WEBSITE OR THE SERVICES FOUND AT THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT COMPUTER GEEK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In addition, **you specifically acknowledge and agree** that any cause of action arising out of or related to the website or the services must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

In addition, **you specifically acknowledge and agree** that in no event shall Computer Geek's total aggregate liability under these Terms and Conditions exceed the amount paid by you for the particular Services that are the subject of the cause of action in the twelve (12) month period preceding the events giving rise to such liability.

The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of these terms and conditions or your use of the website or the services.

XI. **Indemnification**

You agree to indemnify, defend and hold harmless Computer Geek, its affiliates and their respective directors, officers, employees and agents (collectively, the "Computer Geek Group") from any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and all related costs and expenses (including, without limitation, all reasonable legal fees and reasonable costs of investigation, litigation, settlement and judgment) (collectively, "Damages") threatened, asserted, or filed by a third party against any of the Computer Geek Group, or arising out of or relating to (a) the loss or damage to real or personal property, in each case, resulting from the willful misconduct or negligent acts or omissions by you, (b) the use of the Website and/or the Services by you, including, without limitation, any violation of our operating rules or policies relating to the Services, (c) any third party's rights including the intellectual property or other proprietary right of any person or entity, (d) any failure to properly license any software you choose to install, without limitation, (e) any information or data supplied by you to Computer Geek, (f) any information, material, or services available on your website(s), and (g) all other acts or omissions by you. You shall have sole responsibility to defend the Computer Geek Group against any claim, but you must receive our prior written consent regarding any related settlement. The indemnification obligations under this section shall survive any termination or expiration of these Terms and Conditions or your use of the Website or the Services.

XII. **General & Miscellaneous Terms**

Governing Law: The Terms and Conditions shall be governed by and construed in accordance with the federal law of the Canada and the state law of Colorado, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of these Terms and Conditions shall be brought in the state or federal courts of Denver County, Colorado, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Denver County, Colorado. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of the Terms and Conditions.

Titles & Severability: The titles and headings of the Terms and Conditions 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 these Terms and Conditions 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 these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of the

Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

Assignment: This Agreement shall be binding upon and inure to the benefit of Customer, Computer Geek and Computer Geek's successors and assigns. Customer may not assign this Agreement without the prior written consent of Computer Geek, which consent will not be unreasonably withheld or delayed.

Notice: All notices from Computer Geek shall be deemed received by Customer when sent by Computer Geek to Customer's current email contact on record or posted on Customer's Control Panel. Customer is solely responsible for ensuring that its contact information is kept up-to-date.

Contacting Computer Geek: If you have any questions about these Terms and Conditions, please contact us by calling your Customer Care Representative and ask to speak to the Abuse Team or by mailing us at:

Computer Geek Inc.
Attn: Abuse Team
20 Dennis Drive
Ajax, ON L14A9

The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would be, by their nature or content, intended to survive the expiration or termination of this Agreement shall so survive. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

B. General Services Terms and Conditions

The General Services Terms and Conditions provide additional terms and conditions that, in conjunction with the General Terms and Conditions, govern the use of any of the Services. The General Services Terms and Conditions and the General Terms and Conditions are collectively referred to as the "General Terms."

I. Acceptance of Applications; Account Creation

Computer Geek reserves the right to reject any Services application for any reason, even if Customer has already purchased other Services from Computer Geek. Customer agrees that neither Computer Geek nor its third party suppliers, vendors, partners, and providers (collectively, "Third-Party Providers") shall be liable for any loss or damage that may result from such rejection. Computer Geek reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested Services will not commence until Computer Geek receives actual payment of the initial fee. You agree that Computer Geek is an intended third party beneficiary of any Third-Party Provider terms of service referenced in this Agreement, with rights to enforce the same.

If applicable, Customer consents to Computer Geek's activation of a default "Welcome Page" which may appear when an Internet user requests Customer's registered domain name or website. This Welcome Page welcomes the user to Customer's temporary home page and you acknowledge and agree that this Welcome Page may link to Computer Geek websites, advertising and/or Internet search tools. The Welcome Page may appear unless and until Customer posts Customer's own content or changes the Welcome Page via the account's Control Panel.

II. Use of the Services

You agree to purchase the level of Services commensurate with your needs and usage requirements. Your usage of the Website and/or the Services may not adversely affect other customers. You agree that if a server or other Computer Geek system approaches capacity, Computer Geek may take remedial

action without notice to you and such action may affect your account access, your IP Address, or other information.

Computer Geek reserves the right to monitor Customer's bandwidth and/or disk usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage. Computer Geek further reserves the right to suspend access to or to terminate Customer's account, website, script or other application in the event Computer Geek believes, in its sole discretion, that such account, website, script or other application is the cause of interruptions in Computer Geek's ability to provide services to other customers, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. In the event of any such suspension, Computer Geek will notify Customer, by posting a notice to your Control Panel or by attempting to send an e-mail to your account contact on file, as soon as practicable, so that Customer may take remedial action in order to regain access to its website, script or other application. In the event of any such termination, Computer Geek will notify Customer as soon as practicable by attempting to send an e-mail to your account contact on file.

Customer acknowledges and agrees that in an effort to control spam (i) Computer Geek may utilize certain technologies to block incoming and outgoing email which Computer Geek determines, in its sole discretion, may be spam, (ii) Computer Geek servers will not accept connections from unsecured systems (including, without limitation, open relays, open proxies, open routers or any other system that has been determined to be available for unauthorized use), (iii) Computer Geek may, in its sole discretion, reject connections from systems that use dynamically assigned or residential IP addresses, and (iv) Computer Geek may, in its sole discretion, reject connections from any IP address that does not have reverse DNS (a PTR record).

You acknowledge and agree that your use of the Website and the Services, including any content, will comply with these Terms and Conditions (including the AUP) and all applicable local, state, national and international laws, rules and regulations. You will not copy or distribute in any medium any part of the Website or the Services, except where expressly authorized by Computer Geek. You will not modify or alter any part of the Website, the Services, or any of its related technologies.

You agree to back-up all of your content so that you can access and use it when needed. Computer Geek does not warrant that it backs-up any Account or content, and you agree to accept as a risk the loss of any and all of your content.

III. Support & Maintenance

"Support" is information or advice provided by Computer Geek through chat, email, telephone, or if available, remote access. Support may also include any software or any data file(s) installed or removed from specified computer servers by Computer Geek at the customer's request. Support is provided "as is" without warranty of any kind. While we are knowledgeable and skilled professionals, we cannot offer any guarantee as to the consequences of the Support provided. Should the Support cause damage or loss of any kind, Computer Geek shall not be held liable to you or any other person for indirect, special, punitive, incidental, or consequential damages of any character including damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all commercial damages or losses.

Computer Geek will occasionally perform maintenance services which Customer acknowledges may require Services downtime, and in such event Computer Geek will attempt to provide prior notice of such downtime. Customer shall supply (and shall cause any of Customer's third-party suppliers to provide) Computer Geek with such reasonable assistance as Computer Geek requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order, which may include, without limitation, the management, administration and support of Customer's software and the software that is part of the Equipment (as defined below) once it is installed by Computer Geek.

Computer Geek shall have no obligation to provide Support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required, by Computer Geek or (b) the function or malfunction of hardware or software not supplied by Computer Geek. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by Computer Geek and shall promptly implement any corrective procedures required by Computer Geek. Computer Geek

exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

As part of some of the Services, Computer Geek provides servers, the associated operating system, if applicable, and other applicable software, equipment used for Internet connectivity and required space in a Computer Geek data center (collectively, the "Equipment") that are provided by Third Party Providers. Customer's sole remedies for any malfunction or defect in the Services or Equipment are the Service Level Agreements described in Section IV of the General Services Terms and Conditions below. If specified in the Service Order, Computer Geek will perform the initial configuration of the Equipment.

IV. **IP Addresses**

Any Internet Protocol addresses ("IP Addresses") assigned to Customer by Computer Geek in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Computer Geek to disclose certain Customer contact information to the applicable registry for Internet numbers. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Computer Geek may change the IP Addresses immediately when required by a change in services requested by Customer or in order to perform emergency maintenance or otherwise provide Services to Customer, without prior notice. For any other reason, Computer Geek may change the IP Addresses upon 30 days' prior written notice to Customer.

V. **Compliance Certifications**

Computer Geek does not provide PCI or any other compliance certifications for our customers. It is your responsibility to ensure that you are compliant with any laws that apply to you in using the Services, including but not limited to, ensuring that you are using the Services appropriately, any appropriate products and services in order to meet compliance requirements, and any other compliance requirements. Computer Geek does not supply Attestations of Compliance or any other form of certification for our Customers. Use of Computer Geek's services is at Customer's sole risk.

C. Product-Specific Services Terms and Conditions

This Section contains additional terms and conditions for individual Services that, together with the General Terms provided in Part A and Part B, govern Customer's purchase and use of the Services, if any, that have been ordered by Customer on the applicable Service Order.

I. **Hosting Services**

"Hosting Services" include any of the Services where Computer Geek is hosting the Customer's content.

1. *Add-On Products and Features.* Should Customer be eligible for and choose plans with products and features (collectively, the "Hosting Add-Ons") often provided by a Third-Party Provider, Customer understands and agrees that the Hosting Add-Ons are governed by the General Terms and Conditions in Part A above as well as the these Hosting Services terms. In addition, Customer agrees to be bound by the Third-Party Providers' Terms and Conditions, as may be updated from time to time. Specifically, Hosting Add-Ons with additional Third-Party Provider terms and conditions include:

Open-Source and Third-Party "Free" Tools and Add-Ons: Computer Geek may occasionally provide access to certain free and open-source tools and add-ons (the "Free Add-Ons"). Free Add-Ons are each subject to their own licensing restrictions and requirements. Computer Geek provides these solely as a courtesy and Computer Geek does not provide any warranty or support for these tools. In addition, by installing these tools, Customer agrees that it is Customer's sole responsibility to update or upgrade each of these Free Add-Ons to the most recent version provided (except for courtesy Updates as described below). Computer Geek is

not responsible for any damage as a result of Customer's installation of these Free Add-Ons or Customer's failure to update or upgrade Free Add-Ons.

Hosting Add-Ons may be updated, modified for error and security fixes, or upgraded by Computer Geek or the Third Party Provider with no notice to Customer ("Updates"). Unless Computer Geek, under its sole discretion, provides courtesy Updates for Free Add-Ons, Customer agrees to run any Updates provided for Customer's installed Free Add-Ons. In addition, all Hosting Add-Ons may be discontinued as set forth at Computer Geek's sole discretion at any time. Customer agrees that neither Computer Geek nor the Third Party Provider shall have any liability for any inconvenience or any other potential or actual damage to Customer as a result, directly or indirectly, of these Updates or discontinuation.

2. *Computer Geek's Shared Business Hosting Services.* "Shared Business Hosting Services" include the Basic, Enhanced, and Premium Hosting Plans for Unix and Windows. Computer Geek's Shared Business Hosting Services are for reasonable, legitimate web-hosting and e-mail hosting purposes deemed suitable for a shared server environment ("Legitimate Web-Hosting Purposes") only. Using Computer Geek's Shared Business Hosting Services for uses other than Legitimate Web-Hosting Purposes ("Non-Legitimate Web-Hosting Purposes") is prohibited. Customer agrees that whether Customer's usage constitutes Legitimate or Non-Legitimate Web-Hosting Purposes shall be determined solely at Computer Geek's discretion. If Computer Geek, in its sole discretion, determines that a Customer is using Computer Geek's Shared Hosting Services for Non-Legitimate Web-Hosting Purposes, Computer Geek may suspend, disable, limit, or terminate Customer's account without notice, which suspension, disablement, limitation, or termination shall not relieve Customer of its obligation to pay all applicable fees for the Services.

Legitimate Web-Hosting Purposes may include, but are not limited to reasonable standards based on average use by a typical customer at the applicable plan level and may include maintenance of:

- E-mail
- HTML Files
- XML Files
- Imbedded images such as JPEG or GIF, etc.
- Scripts such as PERL or PHP, etc.

Non-Legitimate Web-Hosting Purposes may include, but are not limited to:

- Maintenance of multimedia files for streaming video or audio in excess of 5 GB
- Online storage
- Data backups or archives

3. *Computer Geek's VPS Products.* "VPS Products" include FreeBSD VPS v3 (Starter, Basic, Pro, ProPlus), Linux VPS (Starter, Basic, Pro, ProPlus), Linux VPS Core (Starter, Value, Enhanced, and Premium), cPanel VPS (Value, Enhanced, and Premium), Windows VPS (Value, Enhanced, and Premium) plans. Computer Geek will initially configure the Virtual Private Server or "VPS" Products for use. After the VPS Product configured, you will be solely responsible for all VPS Product content and the management thereof, including any backup.

- II. *Computer Geek's Cloud[®] Products.* "Cloud[®] Products" include the Cloud[®] Virtual Machines (Cloud[®] Starter, Cloud[®] 2, Cloud[®] 4, Cloud[®] 8, Cloud[®] 16) plans and their associated services. Computer Geek does not provide initial configurations of the Cloud[®] Products. Customers have the option of using Operating System (the "OS") templates provided by Computer Geek or installing their own OS. Whether you choose to use one of Computer Geek's OS templates or to install your own, you will be solely responsible for the selection and deployment of an Operating System template (the "OS Template") on your Cloud[®] account, any updates or maintenance necessary for that OS Template, any content published and the management thereof, including any backup. Computer Geek does not supply any support for the OS Template that the customer chooses to deploy. If you choose to use an OS Template

provided by Computer Geek, you are required to abide by the terms and conditions of the applicable OS manufacturer.

III. **DNR Services**

1. *DNR Services.* Computer Geek has selected the following third party accredited registrars to provide domain name registration services ("DNR Services") to Customers: Melbourne IT Limited ("MelbIT") and Tucows ("Tucows") and, collectively, these are "Third-Party Registrars". Computer Geek will select, at its sole discretion, which Third-Party Registrar to use at the time of purchase. In addition, Computer Geek will select, at its sole discretion, which Third-Party Registrar to use at the time of any renewal. This means that your Third-Party Registrar may change from renewal period to renewal period. Customer agrees that the following terms relating to domain name registration services constitute an agreement not only between Customer and Computer Geek, but also directly between Customer and MelbIT or Tucows as applicable. The term "register" or "registration," as used in this Agreement, shall be read to include any initial registration, renewal or transfer of a domain name. The terms "you," "your," and "registrant" shall be read to mean "Customer."
2. *Terms and Conditions of Third-Party Registrars.* In addition to the General Terms in Part A and B and the DNR Services terms contained herein, Computer Geek is required by our Third-Party Registrars to provide Customers with additional Third-Party Registrar Terms and Conditions. Customer agrees to be bound by the Third-Party Registrars' Terms and Conditions as selected by Computer Geek. Links to the Third-Party Registrar Terms and Conditions are below. Customer can ascertain which Third-Party Registrar's Terms apply to them by searching for their domain on <http://www.whois.net> after purchase.

The Third-Party Registrars' Terms and Conditions of Service:

- MelbIT: <http://www.melbourneit.com.au/policies/gtldtermcond.php3>
- Tucows: <http://www.opensrs.com/docs/contracts/exhibita.htm>

ICANN provides a document laying out your Registrant Rights and Responsibilities here:

- <http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm>

3. *Terms and Conditions for Premium Domain Names.* Premium Domain Name purchases are non-refundable. In addition to the General Terms and the DNR Services Terms (including the Third-Party Registrars' Terms and Conditions) contained herein, Computer Geek is required by our Third-Party Registrars to have Customers who purchase Premium Domain Names agree to be bound by the following additional Terms and Conditions (the "Premium Terms and Conditions").

The Premium Terms and Conditions of Service:

- <http://www.melbourneit.com.au/policies/policy-premium-domains.php>

4. *Acceptance of Registration Applications.* Computer Geek and the Third-Party Registrars reserve the right to reject any domain name registration application for any reason. Customer agrees that neither Computer Geek nor the Third-Party Registrars shall be liable for any loss or damage that may result from such rejection. All fees are non-refundable, in whole or part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. Computer Geek reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered until Computer Geek receives actual payment of the initial registration fee, and has confirmed Customer's registration in an email from Computer Geek to the email address for the Administrative Contact indicated in Customer's registration application and/or or file.
5. *Representations and Warranties.* Customer represents and warrants that (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used shall not infringe the legal rights of any third party; (ii) all information provided in connection with any domain name registration is and shall remain accurate; and (iii) that Customer's registration and use of domain names will at all times be consistent with all applicable laws.

6. *Fees and Payment.* Customer agrees that all payment obligations relating to any domain name registration are exclusively between Customer and Computer Geek, including all costs and fees for moving or transferring such domain name. The Third Party Registrars shall not be liable for any refund or other payment to Customer in connection with the provision of registration services.
7. *Renewal Fees.* Solely as a courtesy, Computer Geek will attempt to notify Customer by e-mail to the current account contact when renewal fees are due. Computer Geek will attempt to renew Customer's domain name for Customer using the courtesy automated renewal system provided that the following conditions are met: (1) that Customer's credit card is available and up to date, and (2) that Customer has provided up-to-date contact information in the Computer Geek Control Panel, unless Customer instructs Computer Geek otherwise within the time specified in the renewal notice sent by Computer Geek. Any failure for Computer Geek to renew the domain name registration shall be at Customer's sole risk. Failure of Customer to respond to notification e-mails sent either by Computer Geek or the Third-Party Registrars to Customer's current account or Whois contact information by calling Computer Geek's Domain Services department may result in the domain name failing to renew. Computer Geek's automated renewal system is a courtesy only, and Computer Geek does not guarantee the success of any automated or manual renewal attempt. It is Customer's responsibility to confirm that renewal has completed, and contact Computer Geek in order to manually complete a renewal should it fail for any reason. Failure to promptly contact Computer Geek in order to manually complete a renewal may result in the expiration of your domain name. Any such failure shall be at Customer's sole risk.

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Computer Geek) in connection with the payments of the registration fees or renewal for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to Computer Geek as the paying entity for that registration to the registry and that Computer Geek reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Computer Geek will reinstate Customer's domain name registration solely at Computer Geek's discretion, and subject to the domain name's availability, Computer Geek's receipt of the initial registration or renewal fee, and Computer Geek's then-current reinstatement fee.

8. *Required Information.* As part of the registration process, Customer will be required to provide certain information, including without limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("Required Information"). Customer agrees to update this information promptly as needed to keep it current, complete and accurate, and to add such additional information as Computer Geek or the Third-Party Registrars may reasonably require from time to time. Customer may access Customer's Required Information and/or domain name registration information to review, modify or update such information through the domain name management tools Computer Geek provides on Customer's Control Panel. CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO COMPUTER GEEK OR THIRD-PARTY REGISTRARS OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING CANCELLATION OF SUCH REGISTRATION.
9. *Use of Personal Information.* Customer agrees and acknowledges that the Third-Party Registrars and Computer Geek will share Required Information with each other, with the Internet Corporation for Assigned Names and Numbers ("ICANN"), with registry administrator(s), and with other third parties as ICANN and applicable laws and/or policies may require or permit. Customer further agrees and acknowledges that Computer Geek and/or the Third-Party Registrars shall be permitted (and in some cases may be required) to make the Required Information publicly available, or directly available to third party vendors, for purposes of inspection (such as through WHOIS service), targeted marketing or other purposes as required or permitted by ICANN and applicable laws and/or policies. Customer hereby elects not to have Required Information concerning its domain name registration available in a bulk access database.

Each of Computer Geek and the Third-Party Registrars agree that it will not process data about any identified or identifiable natural person that it obtains from Customer in a way incompatible with the purposes and other limitations described in this agreement, and will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

10. *Third Party Information.* In the event that Customer provides information about a third party in the course of any registration, Customer hereby represents and warrants that Customer has (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein. If Customer is registering a domain name for someone else, Customer represents and warrants that Customer has the authority to bind that person as a principal to all terms and conditions herein, including the Third-Party Registrar's Dispute Policy. If Customer licenses or otherwise permits third parties to use the domain name, Customer will remain the responsible contracting party hereunder and the domain name holder of record, and will be responsible for all obligations under this agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both Customer's own full contact information and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.
11. *Changing Registrars.* Under governing ICANN policies, domain name registrations may not be transferred to another registrar within sixty (60) days of initial registration. In addition, a transfer of a domain name registration to another registrar will be subject to the applicable registry's transfer policies.
12. *Change of Ownership.* If Customer wishes to transfer any domain name to another person or entity, Customer may request ownership transfer services by requesting a domain name ownership transfer through links provided in the support section of Computer Geek's website at <http://www.ComputerGeek.com>. Customer acknowledges and agrees that as a condition of any such transfer of ownership, the entity to which the domain name is transferred shall agree to be bound by all terms and conditions herein, the Dispute Policy and its accompanying rules and procedures, and all then-current Third-Party Registrars, ICANN, or Computer Geek policies relating to domain name registration, including payment of fees for the domain name registration for a term of at least one year and other fees assessed by Computer Geek.
13. *Breach and Revocation.* Each of Computer Geek and the Third-Party Registrars reserves the right to suspend, cancel, transfer or modify any domain name registration immediately: (i) in the event Customer breaches any provision of this Agreement (including the Dispute Policy); (ii) as required or permitted by the Dispute Policy or any ICANN or registry policy or procedure; (iii) to correct any errors by the Third-Party Registrars, or any other registrar or the registry administrator; (iv) in order to resolve disputes concerning the domain name; or (v) in response to an order from a court of competent jurisdiction, or arbitration award.
14. *Domain Name Registrar Transfers.* If Customer is transferring a domain name from a different domain name registrar of record to Computer Geek and the Third-Party Registrars, the following terms shall apply: In making the transfer request, Customer represents and warrants that: (i) Customer is the rightful holder of the registration for the domain name(s) to be transferred; (ii) Customer is not in default with respect to any obligations owed to the current registrar of record; (iii) Customer is not the subject of any pending bankruptcy proceeding; (iv) the domain name(s) are not currently the subject of any dispute or collection effort, including any attachment, levy, lien, garnishment, escrow or other proceedings; (v) Customer is legally authorized to request the transfer; and (vi) more than 60 days have passed since the domain name(s) was registered, transferred to a new registrar, or renewed. Customer agrees that neither Computer Geek nor the Third-Party Registrars will have any responsibility for any obligations owed to the current registrar of record for the domain name(s) transferred, and Customer will be responsible for any costs that Computer Geek or the Third-Party Registrars may incur in resolving any claims brought by any third party (including the current registrar of record) relating to this transfer. Subject to the disclaimer of liability below, Customer hereby authorizes Computer Geek and the Third-Party Registrars to take all actions reasonably necessary to transfer the domain name(s), including contacting the current registrar of record and the registry.
15. *Domain Name Search Process.* Computer Geek endeavors to make the domain name availability search process reliable; however, Computer Geek does not guarantee availability

of domain names or the accuracy or security of the WHOIS system. The registration process is not complete until the domain name requested by Customer has been registered in Customer's name with the appropriate registry. Because there are delays in the actual registration of a domain name with the appropriate registry, Computer Geek is not responsible if domain names requested by Customer are actually registered to third parties. Customer acknowledges and agrees that registration of the domain name is not complete until Customer receives the final confirmation e-mail from Computer Geek.

16. *Disclaimer of Liability.* To the extent permitted by law, Customer agrees that neither Computer Geek nor the Third-Party Registrars, nor any of their respective suppliers or service providers, has any liability to Customer for any loss Customer may incur in connection with the processing of any registration or the transfer thereof to another registrar, or the processing of any authorized modification to the domain name's record during the covered period, or the failure by the Customer's agent to pay either the registration fee or renewal fee, or the failure by the Customer or Customer's agent to keep the account contact current and respond promptly to any notification, or as a result of the application of the provisions of the Third-Party Registrar's Dispute Policy.

IV. **Microsoft Exchange Services**

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Microsoft Exchange 2007 or 2010 Services (collectively referred to as "Microsoft Exchange"), if any, that have been ordered by Customer on the applicable Service Order.

Microsoft Exchange Services. Computer Geek has partnered with a third-party provider to provide you with Hosted Exchange and other Application Services as defined by the plan or plans purchased by you from Computer Geek. Features available in the Hosted Exchange offering include: Mailboxes; Public folders; Distribution lists; Contacts; Multiple inbound domain; Global address list; Offline address list. Customer agrees that the following terms, relating to the Microsoft Exchange services constitute an agreement between Customer and Computer Geek. By agreeing to these terms and conditions, Customer also agrees to abide by the licensing terms provided in <http://www.ComputerGeek.com/about/legal/application-licensing/#exchange>.

Intellectual Property Ownership. Microsoft Exchange and its licensors own all right, title and interest to the Microsoft Exchange intellectual property, the Microsoft Exchange services, any modifications thereto, and any modifications, ideas, or recommendations provided by Customer. This Agreement does not convey or transfer any ownership rights in the Service, Microsoft Exchange or Microsoft Exchange intellectual property. The Microsoft name, logo, and trade names are trademarks of Microsoft and no right is granted to use them.

V. **Accrisoft Business Applications Services**

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Accrisoft Business Applications Suite of Services, if any, that have been ordered by Customer on the applicable Service Order.

Intellectual Property Ownership. Accrisoft and its licensors own all right, title and interest to the Accrisoft intellectual property, the Accrisoft Business Applications, any modifications thereto, and any modifications, ideas, or recommendations provided by Customer. This Agreement does not convey or transfer any ownership rights in the Service, Accrisoft Business Applications or Accrisoft intellectual property. The Accrisoft name, logo, and trade names are trademarks of Accrisoft and no right is granted to use them.

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