

General Terms & Conditions
Business Marketing LLC General Terms and Conditions
Business Marketing LLC General Terms and Conditions of Service

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING ANY OF THE SERVICES OR PRODUCTS OFFERED BY BUSINESS MARKETING LLC YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THESE TERMS & CONDITIONS SUPERSEDE ALL EARLIER VERSIONS AND REQUIRE MANDATORY ARBITRATION OF DISPUTES. Please read these terms and conditions carefully, as they describe your legal rights and obligations. This agreement shall become effective as of the date of (1) your electronic signature on or acceptance of this Agreement , (2) the activation of your account or (3) your receipt of an e-mail from Business Marketing LLC confirming your order, whichever happens first. THIS AGREEMENT IS EFFECTIVE FOR AN INITIAL TERM OF ONE MONTH (OR LONGER IF YOU HAVE A MINIMUM OR EXTENDED TERM CONTRACT) AND IS AUTOMATICALLY RENEWABLE FOR SUCCESSVE TERMS OF THE SAME LENGTH AS THE INITIAL TERM OR FOR SUCCESSIVE ONE MONTH TERMS, AS MORE FULLY DESCRIBED IN THE TERM AND TERMINATION PROVISIONS CONTAINED IN SECTION 2. EXCEPT AS OTHERWISE PROVIDED HEREIN, EITHER YOU OR BUSINESS MARKETING LLC MAY TERMINATE THIS AGREEMENT (AND YOUR ACCESS TO YOUR ACCOUNT) AT ANY TIME WITH 30 DAYS NOTICE, OR BUSINESS MARKETING LLC MAY TERMINATE THIS AGREEMENT OR SUSPEND YOUR ACCOUNT WITH NO NOTICE FOR A BREACH OF THIS AGREEMENT. ANY AND ALL OUTSTANDING FEES (INCLUDING WITHOUT LIMITATION THOSE THAT MAY BE OWED UNDER A MINIMUM OR EXTENDED TERM PACKAGE) SHALL BE DUE AND PAYABLE UPON TERMINATION, ALL AS MORE FULLY DESCRIBED IN SECTION 2.

1. DEFINITIONS.

For the purposes of this Agreement:

1.1.

“Business Marketing LLC’s Equipment” shall mean computer and telecommunications device, Internet access and/or transmission rights owned, operated, and/or maintained by Business Marketing LLC and/or Business Marketing LLC’s affiliates, agents, or assigns which provide the Business Marketing LLC Services.

1.2.

“Business Marketing LLC , “us,” “we,” “our” and grammatical variants thereof shall collectively refer to Business Marketing LLC, a corporation organized and existing under the laws of the State of Florida, United States of America, located at 4225 Drane Field Rd. Lakeland, FL, U.S.A. and its assigns and successors in interest.

1.3.

“Business Marketing LLC Services” shall mean the products and services provided by Business Marketing LLC and/or Business Marketing LLC’s affiliates, agents, or assigns at any given time, including but not limited to web hosting, e-mail, domain registration, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time in Business Marketing LLC’s sole discretion.

1.4.

“Business Marketing LLC Software” shall mean any software provided by Business Marketing LLC at any given time, whether downloaded to your computer, provided to you on CD or another form of removable media, or utilized online as part of the Business Marketing LLC Services. The Business Marketing LLC Software includes the program and any and all copies or portions thereof, whether standing alone or in combination with other programs, as well as the documentation and other materials delivered in connection with the software, if any.

1.5.

“Bandwidth” shall refer to the rate of data transmission in bits per second using Business Marketing LLC’s Equipment.

1.6.

“Content” shall mean the downloadable files which are interpreted by a client web browser for display with or without plug-ins.

1.7.

“Customer Service” shall refer to communication from us to you dealing with problems or questions relating to services provided by us to you.

1.8.

“Fee” shall mean monies and other consideration you are obligated to pay to Business Marketing LLC for the right to use the Business Marketing LLC Services and Bandwidth subject to the terms and conditions of this Agreement and of the particular Business Marketing LLC Services for which you have registered, as outlined on the then-current schedule

of fees.

1.9.

“Fee Schedule” shall mean the fees for the Business Marketing LLC Services as published on the BrightSky Web Design website, which may be modified at any time in Business Marketing LLC’s sole discretion pursuant to the provisions of 23.1.

1.10.

“International Customers” shall mean customers residing in or accessing the Business Marketing LLC Services from outside of the United States and Canada.

1.11.

“Laws” shall mean the laws, statutes, and regulations then in effect of the United States of America and its various states and dependencies as well as the laws of Your country of residence or the country in which you use or access the Business Marketing LLC Services and the laws of any provinces, states or dependencies thereof.

1.12.

“Parties” shall collectively refer to Business Marketing LLC and you.

1.13.

“Payment Account” shall refer to the credit card or PayPal account provided by You upon registration to pay for Your Services. Business Marketing LLC may add, delete, or modify the methods by which customers can pay for the Business Marketing LLC Services at any time without prior notice, in its sole discretion. Payments processed by PayPal are subject to PayPal’s terms and conditions of service, and Business Marketing LLC makes no representations or warranties with respect to those services.

1.14.

“Suspend” or “Suspension” shall include the disabling of, releasing of, disabling of, and/or placing of a registrar lock on your domain name and the cessation of transmission of data to or from Your Web Site or via Your Services.

1.15.

“Technical Support” shall refer to communications from us to you dealing with problems or questions relating to technical matters involving software or services provided by us to you.

1.16.

“Web Site Space” shall mean a quantity of computer memory allocation, as outlined in the program description for Your Services, generally located on one or more computer storage devices and measured in units of megabytes (MBs) wherein data comprising Your Web Site is stored and is accessible by Business Marketing LLC’s web server equipment.

1.17.

“You”, “your” and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or other beneficial interest.

1.18.

“Your Data” shall mean any data, including but not limited to advertisements, documents, e-mails, images, movies, web pages, or other Content, related to your use of the Business Marketing LLC Services and stored on or transmitted by the Business Marketing LLC Equipment.

1.19.

“Your Web Site” shall mean data transmittable via the Internet by Business Marketing LLC which is stored in your Web Site Space.

1.20.

“Your Services” shall mean the specific Business Marketing LLC Services for which you have contracted, subject to the limitations and specifications of the particular service effective as of the date of contract and to the fees for those Business Marketing LLC Services pursuant to the current Fee Schedule.

2. TERM AND TERMINATION.

2.1.

Except as otherwise provided in this Agreement, this Agreement shall be for an initial term of one month and shall be automatically renewed each month for additional one month periods unless and until sooner terminated pursuant to the provisions of this Section 2. Business Marketing LLC may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement. Notwithstanding anything herein to the contrary, Business Marketing LLC offers certain Hosting and other Packages for which the term of this Agreement shall be in excess of one month (the “Extended Term Packages”), at the end of which this Agreement shall automatically renew for additional terms of equal length unless you turn off the auto renew function in your account, in which case this Agreement shall terminate at the end of the then-current term. You will receive notice between 30 and 60 days prior to the end of each term of your Extended Term Package that will alert you that your term is about to renew and will provide you with instructions on how to cancel if you do not wish to renew. These notices will be sent via email at the email account you provide to Business Marketing LLC . Any and all service fees for the Extended Term

Packages are NON-REFUNDABLE AND ARE DUE AND PAYABLE UPFRONT IN ADVANCE for the entire term thereof. Should you choose to terminate your Extended Term Package prior to the end its term you will not be entitled to a refund. For the purposes of this provision, any modification of the hosting package may, in the discretion of Business Marketing LLC , be deemed a termination. Fees paid for an Extended Term Package shall be refunded to you if this Agreement is terminated by Business Marketing LLC without cause pursuant to Section 2.2. prior to the end of the term of your Extended Term Package in an amount equal to the service fees for the remainder of the term on a prorated basis, or as otherwise agreed to in writing by Business Marketing LLC in its sole discretion. Further notwithstanding anything herein to the contrary, Business Marketing LLC offers certain Packages for which the initial term of this Agreement shall be in excess of one month and shall have minimum term requirements (the “Minimum Term Contract Packages”), at the end of which such initial term this Agreement shall renew automatically on a month-to-month basis pursuant to the terms herein. Any and all service fees for the Minimum Term Contract Packages are due and payable for the entire initial term thereof. Should you choose to terminate your Minimum Term Contract Package prior to the end of its term you authorize Business Marketing LLC to charge the Payment Account for all such fees and charges for the remainder of such initial term. For the purposes of this Section, any modification of the server package may, in the discretion of Business Marketing LLC , be deemed a termination and entitle Business Marketing LLC to the Fees owing on the Minimum Term Contract Package.

2.2.

Except as otherwise provided herein, you or Business Marketing LLC may terminate this Agreement at any time for any reason, with or without cause, upon thirty days’ written notice. Business Marketing LLC may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Site immediately and without notice:

2.2.1.

if Business Marketing LLC , in its sole discretion, deems that you have breached any part of this Agreement, including, without limitation, any warranty or obligation set forth in Section 8,

2.2.2.

if your Payment Account provider refuses payment of fees or charges or you refuse authorization for same, or

2.2.3.

if payment for the Business Marketing LLC Services is more than fifteen days overdue.

2.3

You further agree that in the event that Business Marketing LLC believes, in its sole discretion, that you have breached any provision(s) of Section 8 of this Agreement, or any of its subparts, by storing or allowing material such as that described in the aforementioned Section 8, or any of its subparagraphs, to be transmitted by Business Marketing LLC’s Equipment, that Business Marketing LLC may without any liability to you, and in addition to any other remedies, erase or purge such materials from Business Marketing LLC’s Equipment without prior notice to you.

2.4

After termination, you will no longer have access to your account and Your Data, including but not limited to e-mails, log files, databases, or other data files associated with your account may be deleted. Business Marketing LLC accepts no liability for such deleted information or content.

2.5.

After termination, you will no longer have access to your account and Your Data, including but not limited to e-mails, log files, databases, or other data files associated with your account may be deleted. Business Marketing LLC accepts no liability for such deleted information or content.

3. DESCRIPTION

Subject to and conditioned upon Business Marketing LLC’s retained rights and all other terms and conditions set forth in this Agreement, Business Marketing LLC offers the Business Marketing LLC Services as soon as practicable after registration for and payment of any and all fees due. You will receive a password, account and instructions upon completion of the registration process. You are responsible for maintaining the confidentiality of both your password and your account and are fully responsible for all activities that occur under your password and your account. You agree to immediately notify Business Marketing LLC of any unauthorized uses of the account or any other breaches of security. Business Marketing LLC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Business Marketing LLC be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. The Business Marketing LLC Services are subject to the following conditions and restrictions:

3.1. Web Hosting Services

3.1.1.

Business Marketing LLC shall provide to you a non-transferable, revocable, non-sublicensable, non-exclusive and limited license to use the amount of Web Site Space allocated to Your Services for your non-exclusive use for the exclusive

purpose of storing Your Web Site data and disseminating said data via the Internet through the use of Business Marketing LLC's Equipment for purposes consistent with this Agreement.

3.1.2.

Business Marketing LLC, either directly or through its assignee or licensee, shall provide Customer Service relating to Your Web Site consisting of replying to customer questions or complaints regarding services provided by us to you relating to Your Web Site. Business Marketing LLC is not obligated to provide any Customer Service except as specified in this Section 3. Any and all requests for additional Customer Service may be refused by Business Marketing LLC with or without reason. Any additional Customer Service which Business Marketing LLC may subsequently agree to provide to you shall be at Business Marketing LLC's sole discretion and once commenced, may be terminated at any time by Business Marketing LLC without notice to you and without any liability to Business Marketing LLC. Notwithstanding the foregoing, Business Marketing LLC at its sole discretion may at any time alter or cease providing the Customer Service which it has agreed to provide to you relating to Your Web Site pursuant to this Agreement without any liability to Business Marketing LLC.

3.1.3.

Business Marketing LLC, either directly or through its assignee or licensee, shall provide Technical Support relating to Your Web Site. Any and all requests for Technical Support may be refused by Business Marketing LLC with or without reason, in its sole discretion. Any Technical Support which Business Marketing LLC may subsequently agree to provide to you shall be at Business Marketing LLC's sole discretion and once commenced, may be terminated at any time by Business Marketing LLC without notice to you and without any liability to Business Marketing LLC.

3.1.4.

All use of Web Site Space and provision of services to you by Business Marketing LLC shall be subject to all terms and conditions set forth herein. You may not attempt to expand or alter these rights or Business Marketing LLC's services by entering into multiple agreements.

3.1.5.

Unless provided otherwise in the specifications for your Services, Bandwidth use, including but not limited to data retrieval from your Web Site, e-mail traffic, and downloads, shall not exceed six gigabytes per month. Your combined mailbox use per account shall not exceed twenty-five gigabytes per month. You are responsible for monitoring your Bandwidth and mailbox use, and agree to check your e-mail and download or delete your e-mail on a regular basis in order to ensure compliance with this paragraph. Should you exceed your mailbox use limits Business Marketing LLC may return or reject any and all e-mails sent to you to the originating sender without liability to you. You agree that Business Marketing LLC may debit the Payment Account for usage in excess of permitted amounts at the rates set forth in the then-current Fee Schedule.

3.1.6.

Some Business Marketing LLC Services may not be available to International Customers, and Business Marketing LLC reserves the right to alter, amend, or discontinue the provision of some or all of the Business Marketing LLC Services to International Customers in a particular market at any time in Business Marketing LLC's sole discretion.

3.1.7.

Business Marketing LLC may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the Business Marketing LLC Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 6, 7, and 10, you waive any and all claims you may have, now and forever, against Business Marketing LLC relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless Business Marketing LLC from and against any such claims.

3.1.8.

You are responsible for backing up Your Data on your own computer. Business Marketing LLC does not warrant or otherwise guarantee that it will back up your data or that data which has been backed up can be retrieved, and will not be responsible for any archiving or backup of Your Data. If any of Your Data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to this Agreement, Business Marketing LLC will have no obligation or liability to you.

3.1.9.

Packages with unlimited web space are initially configured with 50 GB of available web space. The available web space capacity for unlimited web space will be checked once daily and, in the event the customer's usage approaches the limits of the available web space, Business Marketing LLC will increase the web space configuration automatically and at no further cost to the customer, but no more than once per day. Business Marketing LLC reserves the right to move customers to servers which are more suited for that customer's usage, in Business Marketing LLC's sole discretion, and

the customer agrees and understands that during any such move some or all of the Business Marketing LLC services may be unavailable or inaccessible.

3.2. Domain Name Registration

3.2.1.

Should you choose to register a domain name through Business Marketing LLC, Business Marketing LLC will register a second level domain name on your behalf, provided such domain name is available for registration. Business Marketing LLC acts only as an intermediary between you and the organization providing the domain name, and has no influence over the assignment of domain names. The registration of your domain name is subject to the terms and conditions of those third-party registrars, and is also subject to the terms of the Uniform Domain Name Dispute Resolution Policy (“UDRP”). You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions of the UDRP in effect at the time of the dispute. Business Marketing LLC assumes no liability in the event the domain name is unavailable or otherwise not assigned to you, and does not warrant or guarantee that assigned domain names do not infringe the rights of third parties, or that you will retain the rights to that domain name for any period of time. Upon payment in full of any and all registration fees, Business Marketing LLC shall not own or otherwise legally control any domain name registered on your behalf. You agree that you are responsible for any and all fees and costs related to the registration of your domain name, and you authorize Business Marketing LLC to debit the Payment Account for any such fees and costs. Unless terminated, at the end of each term your domain name will automatically renew for an additional term, and you further authorize Business Marketing LLC to debit your Payment Account for the renewal fee associated with such renewal term and any related fees or charges. Should the Payment Account provider fail to honor such debit, Business Marketing LLC may, in its sole discretion, release, cancel, or otherwise dispose of or utilize Your domain name as it sees fit, with no obligation to You whatsoever.

3.2.2.

You acknowledge and agree that Business Marketing LLC or its agents, assignees or licensees may associate any data of any kind, in Business Marketing LLC’s sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with Your Web Site, at such times as Your Web Site is no longer available, and upon termination for any reason, for as long as Business Marketing LLC or Business Marketing LLC’s agent, assignee or licensee continue to be listed as the hosting entity with the domain name registry used to register such Domain Name. This paragraph shall apply to any and all web pages generated by Business Marketing LLC or its affiliates, including but not limited to 404 error pages.

3.2.3.

The Customer agrees and accepts that for reasons of security the Company will apply a transfer lock to protect the transfer of a domain name. The Customer will nevertheless be able to remove the transfer lock in order to allow a transfer of a domain name which has been applied for by third parties.

3.2.4.

You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any person or company and that your domain name is otherwise in compliance with the terms of this agreement, in particular the provisions of Section 8.

3.2.5.

You shall inform Business Marketing LLC of any claim or potential claim against your domain name, including but not limited to the initiation of a dispute under the UDRP, within five days of notification of same. Should you lose your right to use a domain name which is used in connection with the Business Marketing LLC Services, whether through expiration of the domain name, judicial decree, administrative decisions of the UDRP or otherwise, you agree to inform Business Marketing LLC immediately of the party to whom the domain name is to be transferred and you authorize Business Marketing LLC to take any and all action necessary to effect such transfer.

3.2.6.

Business Marketing LLC will accept the transfer of domain names from other registrars, provided however, that you will be required to pay for an initial year of registration fees upon transfer. Domain names which have been prepaid for a period of more than one year but with fewer than nine years remaining may also be transferred, subject to the payment of an initial year of registration fees. An additional year will be added on to the remaining term of any transferred domain. Domain names with more than nine years remaining on the registration period may not be transferred. Upon the expiration of the one-year extension you will be charged an annual renewal fee for any subsequent renewal period. By requesting the transfer of your domain name you authorize Business Marketing LLC to debit your Payment Account for the one-year registration fee and any related fees or charges.

3.2.7.

The Private Domain Registration Services offered by Business Marketing LLC are subject to the terms and conditions of Business Marketing LLC’s Private Registration Service (the “[T&C Private Domain Registration](#)”), which are incorporated herein by reference.

3.2.8.

You acknowledge and agree that Business Marketing LLC may suspend, cancel, transfer or modify your domain name registration at any time, for any reason, at the Business Marketing LLC's sole discretion. Without limiting the foregoing, Business Marketing LLC may, in its sole discretion, suspend, cancel, transfer or modify a domain name registration:

1. to correct mistakes made by Business Marketing LLC , another registrar, or the applicable registry administrator,
 2. to resolve a dispute related to that domain name,
 3. within five (5) calendar days of the creation date of that domain name registration,
 4. if you breach this Agreement (including any applicable additional rule or policy),
 5. if you use a domain name in connection with unlawful activity.
6. if Business Marketing LLC believes, in its sole discretion, that the domain name has been registered fraudulently
7. upon receipt of a court order or other notification from a court of competent jurisdiction, an arbitration award, or other legal authority requiring the suspension, cancellation, transfer or modification of your domain name registration.
- You further acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN adopted policy, (iii) any registrar (including Business Marketing LLC) or registry administrator procedures, or (iv) any other ccTLD registry administrator procedures. As more completely set forth in Sections 6, 7, and 10, you waive any and all claims you may have, now and forever, against Business Marketing LLC relating to the suspension, cancellation, transfer or modification of your domain name registration.

3.2.9.

You shall have the right to cancel your contract in the event that the initial domain name registration price is greater than the price originally listed by Business Marketing LLC . For the purposes of clarity, this termination right is only in relation to the new gTLDs and only under the above circumstances.

3.2.10.

You agree, and acknowledge, that some TLDs will have non-uniform renewal registration pricing such that the Fee for a domain name registration renewal may differ from other domain names in the same or other TLDs.”

3.3. Software

3.3.1.

Business Marketing LLC may, in its sole discretion, provide you with Business Marketing LLC Software in combination with Your Services. Upon payment of all fees due and owing to Business Marketing LLC under this Agreement, Business Marketing LLC hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the Business Marketing LLC Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Business Marketing LLC . Source code or other information pertaining to the logic design of the Business Marketing LLC Software is specifically excluded from the license granted hereunder.

3.3.2.

Although certain Business Marketing LLC Software may be provided free of charge, Business Marketing LLC reserves the right to charge for the Business Marketing LLC Software or any updates thereto or upgrades therefore at any time.

3.3.3.

You recognize that the Business Marketing LLC Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the Business Marketing LLC Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by Business Marketing LLC . You further acknowledge that you have been advised that the Business Marketing LLC Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of Business Marketing LLC , is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to Business Marketing LLC , and that its use and disclosure must be carefully and continuously controlled.

3.3.4.

Business Marketing LLC shall at all times retain title to all the Business Marketing LLC Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

3.3.5.

Unless provided otherwise in the specifications for Your Services, the Business Marketing LLC Software supplied hereunder is for the your personal or business use. You shall not permit any third party to use the Business Marketing LLC Software or allow access to the Business Marketing LLC Software from sites outside of your home or business premises except as specifically authorized in writing by Business Marketing LLC . The Business Marketing LLC Software is to be used only for the purposes specified in this Agreement and specifically as restricted in the following three subparagraphs of this Section 3.

3.3.6.

While this Agreement is in effect, or while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Business Marketing LLC Software, whether such Business Marketing LLC Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Your Web Site pursuant to this Agreement, nor; (ii) provide or make the Business Marketing LLC Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Business Marketing LLC. In order to protect Business Marketing LLC's trade secrets and copyrights in the Business Marketing LLC Software, you agree to reproduce and incorporate Business Marketing LLC's trade secrets or copyright notice in any copies, modifications or partial copies.

3.3.7.

You agree to notify Business Marketing LLC forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Business Marketing LLC Software by any person or entity, and further agree to cooperate with Business Marketing LLC at Business Marketing LLC's expense, in protecting Business Marketing LLC's proprietary rights.

3.3.8.

Unless agreed otherwise in writing by Business Marketing LLC, the Business Marketing LLC Software may be used only on a single computer or workstation. Business Marketing LLC software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the Business Marketing LLC Software on a network except to facilitate permissible installation of the Business Marketing LLC Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

3.3.9.

Certain Business Marketing LLC Software is provided for online use as part of the Business Marketing LLC Services (the "Business Marketing LLC Online Software"), and the use of such software may be subject to fees as outlined in the current Fee Schedule in accordance with this Agreement. The Business Marketing LLC Online Software is hosted software which runs directly on Business Marketing LLC's servers, and you may not download, install, store or make any copies of the Business Marketing LLC Online Software, nor may you sublicense the Business Marketing LLC Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Business Marketing LLC Online Software or any copies thereof and not to assist any third party in doing so. The Business Marketing LLC Online Software is designed to be used through the Business Marketing LLC user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Business Marketing LLC reserves the right to suspend the use of, modify or discontinue the Business Marketing LLC Online Software for any or all customers at any time without notice. Certain Online Software is also Third Party Software, and is subject to the applicable provisions of 2.3.10. Business Marketing LLC may limit the functionality of any such third party Online Software, in its sole discretion.

3.3.10.

Business Marketing LLC provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third Party Software is delivered to Business Marketing LLC Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the Business Marketing LLC Services. The license conditions governing the use of the Third Party Software may differ from Business Marketing LLC's own software licenses. Customers of Business Marketing LLC are bound by the conditions of all licenses pertaining to such Third Party Software and should make themselves familiar with their terms and conditions. Some such Third Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the T&C Microsoft Software Products, which are incorporated herein by reference. Business Marketing LLC does not provide Technical Support for the Third Party Software. THE THIRD PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY BUSINESS MARKETING LLC DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD PARTY SOFTWARE, NOR CAN BUSINESS MARKETING LLC MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD PARTY SOFTWARE.

3.3.11.

In the event of termination of this Agreement, or upon any act which shall give rise to Business Marketing LLC's right

to terminate, or upon the expiration of the license for Business Marketing LLC Software which is subject to a limited-duration license, any and all licenses granted under this Section 3.3 shall terminate automatically, and you will remove, erase or destroy the Business Marketing LLC Software and documentation and all copies thereof, wherever located, without demand or notice.

3.3.12.

Business Marketing LLC may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to You.

3.3.13.

Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

3.3.14.

- Business Marketing LLC cannot guarantee that the domain name or the TLD will be registered at the registry.
- Business Marketing LLC cannot guarantee that the TLD will become available to the general public or be available from Business Marketing LLC .
- The TLD may have special registration Terms & Conditions and/or restrictions that are currently not known. Business Marketing LLC cannot guarantee that you will be able to conform to these T&CS and therefore may not be allowed to register the domain name on your behalf because of said Terms & Conditions and/or restrictions. Should such a situation arise, you have the right to cancel your binding pre-registration and will not incur any costs.
- Should the domain name not be registered at the registry and the TLD not become available, then you will not incur any costs.

4. FEES

4.1.

Certain Business Marketing LLC Services are subject to set-up, service, and domain service fees, pursuant to the Fee Schedule, and by registering for such Business Marketing LLC Services you authorize Business Marketing LLC to debit your Payment Account for any and all such fees.

4.2.

The Fee is due in accordance with the terms of your contract, in advance of the provision of services, not later than the first of the month they are due. In the event that Business Marketing LLC determines that the services of a collection agency are necessary or appropriate to collect amounts due under this paragraph, which determination shall be made in Business Marketing LLC's sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to any amounts due under this provision.

4.3.

All Fees must be paid in United States Dollars in advance of the provision of services. Business Marketing LLC will charge the Fees (including without limitation the monthly Fee, Fees for Extended Term Packages, and Fees for Minimum Term Packages), and any additional fees to the Payment Account unless specifically provided otherwise. You also agree that Business Marketing LLC may automatically debit your Payment Account, without further authorization from you, for any renewal term, additional services, and any fees or expenses applicable to Your Services or Your Website, including but not limited to fees for excessive bandwidth use or other surcharges for services in excess of those included within Your Services or Your Web Site. If payment in full is not received by Business Marketing LLC from the provider of your Payment Account or its agents, you agree to pay all amounts due from you for Your Services upon demand by Business Marketing LLC .

4.4.

Business Marketing LLC may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for Your Services. Any such promotions or modifications shall not effect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined.

4.5.

To the extent Your Services are subject to the terms and conditions of Business Marketing LLC's Money Back Guarantee (the "Money Back Guarantee"), they are incorporated herein by reference.

4.6.

Business Marketing LLC offers a service uptime guarantee for the Business Marketing LLC Services, which provides for a credit to You in the event the total availability of Business Marketing LLC hosted web pages falls below 99.99% ("Uptime"). If You can demonstrate to Business Marketing LLC's satisfaction, in Business Marketing LLC's sole discretion, that Business Marketing LLC has failed to maintain the Uptime, You may contact Business Marketing LLC and request a credit for that month proportional to the amount of downtime, to be put towards the purchase of future Business Marketing LLC Services. Credits cannot be redeemed for cash, and are exclusive of any applicable taxes. The

credit does not apply to service interruptions caused by (i) periodic scheduled maintenance or repairs undertaken by Business Marketing LLC from time to time; (ii) downtime caused by You; (iii) outages that do not limit browser access to Your web site (for example, interruptions to your ftp service or e-mail); (iv) suspension of Your account due to legal action taken or threatened against You or Your Services; (v) suspension of Your account due to violations of the GT&C, as determined in Business Marketing LLC's sole discretion, including but not limited to excessive use of system resources, non-payment or other billing issues, or identification by the abuse team as fraudulent or otherwise in violation of the GT&C; or (vi) causes beyond the control of Business Marketing LLC or that are not reasonably foreseeable by Business Marketing LLC .

4.7.

You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts. All accounts referred to a collection agency shall be subject to an additional fee of \$28.95, which must be paid in full before the account is reactivated.

4.8.

International Customers bear the risk of currency fluctuations and any fees or taxes associated with the conversion of foreign currencies into United States Dollars. Certain Business Marketing LLC Services will not be available to International Customers until Business Marketing LLC is able to receive satisfactory confirmation from such customer's Payment Account provider, in Business Marketing LLC's sole discretion, that the funds will be available for debit from the International Customer's account. Orders from International Customers will not be accepted unless the country provided in the contact information matches that on file for the Payment Account.

4.9.

Upon cancellation of this Agreement you will receive a prorated refund of any pre-paid, refundable fees for the remainder of any term. Fees for certain services, including but not limited to domain name registration and maintenance, set up fees, shipping and handling, SSL certificate fees, Additional Virus Scanner, Exchange accounts and fees for the Extended Term Packages, are not refundable except as may be provided otherwise herein or unless provided otherwise by applicable local law. Business Marketing LLC may, in its sole discretion, refund other amounts as it deems necessary or advisable.

5. NO EXPRESS OR IMPLIED AGREEMENT TO DISSEMINATE MATERIALS WHICH ARE INCONSISTENT WITH YOUR WARRANTIES.

Receipt by Business Marketing LLC of data for storage in Web Site Space and/or transmission via Business Marketing LLC's Equipment which are inconsistent with your warranties set forth in Section 8 herein shall not constitute an agreement by Business Marketing LLC to allow the Business Marketing LLC Services or the Business Marketing LLC Equipment to be used to disseminate such information or data in whole or in part, by any means, or if once disseminated via the use of Business Marketing LLC's Services or Equipment, to continue to disseminate such data.

6. NO WARRANTIES BY BUSINESS MARKETING LLC.

THE Business Marketing LLC SERVICES AND Business Marketing LLC SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE BUSINESS MARKETING LLC SERVICES IS AT YOUR SOLE RISK. BUSINESS MARKETING LLC DOES NOT WARRANT THAT THE BUSINESS MARKETING LLC SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES BUSINESS MARKETING LLC MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE BUSINESS MARKETING LLC SERVICES. NO WARRANTY IS MADE BY BUSINESS MARKETING LLC REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND BUSINESS MARKETING LLC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUSINESS MARKETING LLC DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE BUSINESS MARKETING LLC SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

7. BUSINESS MARKETING LLC 's LIMITED LIABILITY.

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL BUSINESS MARKETING LLC , ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS

BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE BUSINESS MARETING LLC SERVICES. SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH COUNTRIES, STATES OR JURISDICTIONS, BUSINESS MARETING LLC'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, BUSINESS MARETING LLC DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE BUSINESS MARETING LLC SERVICES, AND BUSINESS MARETING LLC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE BUSINESS MARETING LLC FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF BUSINESS MARETING LLC FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO BUSINESS MARETING LLC IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$5,000.

8. YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES.

8.1.

You agree and warrant that the contact information you have provided to Business Marketing LLC is complete and accurate, and you further agree to notify Business Marketing LLC within fifteen days of a change to any such contact information. Contact information includes your full legal name, e-mail address, and mailing address and the name, mailing address, telephone number, facsimile number, and e-mail address of the technical and administrative contacts for your domain, if any.

8.2.

You agree to provide Business Marketing LLC notice of any changes in the primary or secondary DNS address of your name servers, to the extent you have installed and are operating those name servers or to the extent your domain name is held by another registrar and points to a website hosted by Business Marketing LLC .

8.3.

You agree and warrant that your use of the Business Marketing LLC Services and Business Marketing LLC's Equipment, and all sales and distributions, by any and all means, of any type(s) of Content including, but not limited to, executable files (such as .EXE), digitized audio/visual files (such as MP3), or archived copies of copyrighted works (such as .ZIP); goods, including, but not limited to, videotapes and CD-ROM products, and any type of services by you, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the Business Marketing LLC Services or Business Marketing LLC Equipment, shall at all times comply with all applicable Laws.

8.4.

You agree and warrant that you will neither store on nor allow to be transmitted by Business Marketing LLC's Equipment any data or other matter which constitutes, contains, or links to child pornography or which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or by a performer who is portrayed or made to appear as a person under the age of eighteen years of age, or which could otherwise result from or cause harm to minors.

8.5.

You agree and warrant that Your Data shall be solely for business, entertainment and/or educational purposes and that you shall assume the sole responsibility and duty to ensure that all such data, visual materials, advertising and other matter shall be transmitted exclusively to willing adults and only to places in which such materials comply with contemporary community standards.

8.6.

You agree and warrant that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by Business Marketing LLC , in its sole discretion.

8.7.

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

8.8.

You agree that if, in Business Marketing LLC's sole and exclusive judgment, Business Marketing LLC concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which

could otherwise result in harm to minors; then Business Marketing LLC may, without prior notice to you and in Business Marketing LLC's sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to Business Marketing LLC from either you or any third party.

8.9.

You agree that in the event that Business Marketing LLC is informed by any party that your domain name or any material on Your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then Business Marketing LLC may, without prior notice to you and in Business Marketing LLC's sole and exclusive discretion, either remove the material from Your Web Site, and/or disable public access to your domain name or the material on Your Web Site, and/or terminate this Agreement, without any liability of any kind to Business Marketing LLC from either you or any third party. As more completely set forth in Sections 6, 7 and 10, you waive any and all claims you may have, now and forever, against Business Marketing LLC relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless Business Marketing LLC from and against any such claims.

8.10.

You affirmatively represent, agree and warrant that you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce and disseminate, via the Internet, Your Data or Content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the Business Marketing LLC Services or Business Marketing LLC's Equipment, prior to and at all times during the time such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of the Business Marketing LLC Services or Business Marketing LLC's Equipment.

8.11.

You agree and warrant that Your Data shall not constitute or contain or link to material which is libelous, slanderous, defamatory, or which will violate or infringe upon or will otherwise give rise to any adverse claim with respect to any common law or other right of any person or other entity, including, without limitation, privacy rights and all other personal and proprietary rights. You agree not to collect the personally identifiable data of any person without that person's consent, records of which shall be maintained throughout the term of this Agreement and for three years afterward. If you collect this data through Your Web Site you shall do so only pursuant to a posted privacy policy disclosing any and all uses of such identifiable data and in compliance with applicable law.

8.12.

You agree and warrant that Your Data shall not contain or link to any material which is harmful, violent, threatening, abusive or hateful.

8.13.

You agree and warrant that Your Data and any and all material(s) of every kind which you transmit using Business Marketing LLC's Services or Equipment shall at all times be free from any and all damaging software defects, including, but not limited to, software "viruses", "worms", "Trojan Horses," and other source code anomalies, which may cause software or hardware disruption or failure, reduced computer operating speed, or compromise any security system. You agree that you will not attempt to access the Business Marketing LLC Equipment or Web Site or another customer's Web Site without authorization, or use the Business Marketing LLC Services to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.

8.14.

You agree and warrant that you shall not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming," "phishing," or "mail bombing," and Business Marketing LLC reserves the right to block mail from any source which Business Marketing LLC believes, in its sole discretion, is being used to send such unsolicited e-mail, including but not limited to open mail relays.

8.15.

You agree and warrant that you shall not engage in any false, deceptive or fraudulent activities in association with your use of the Business Marketing LLC Services or Business Marketing LLC's Equipment.

8.16.

You shall at all times use Web Site Space exclusively as a conventional Web Site. You shall not use the Web Site Space or Your Services in any way which may result in an excessive load on the Business Marketing LLC Equipment, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of Web Site Space and Your Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of Business Marketing LLC's Equipment or network. Should your use of the Business Marketing LLC Services result in an overly high load on the Business Marketing LLC

Equipment, in Business Marketing LLC's sole discretion, Business Marketing LLC may suspend your account until the cause of any such overload is determined and resolved.

8.17.

You agree and warrant that all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your use of the Business Marketing LLC Services and that no taxing authorities shall have any claim against Business Marketing LLC or any persons affiliated therewith for the payment of such taxes.

8.18.

You represent and warrant that you are over eighteen years of age (twenty one in places where eighteen years is not the age of majority) and are fully competent to enter into this Agreement.

8.19.

You agree to comply with all Laws rules regarding online conduct and acceptable Content.

8.20.

You represent and warrant that you are not a national or resident of Burma/Myanmar, Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria or any other country subject to U.S. Treasury Department embargo restrictions, and that you are not listed in the "Entity List" or "Denied Persons List" maintained by the US Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the US Department of Treasury. You further acknowledge that you are not a national or resident of a country whose name is otherwise omitted from the registration form for Business Marketing LLC Services. Residents of countries which are serviced by a Business Marketing LLC affiliate are required to contract with those Business Marketing LLC affiliates, and you represent and warrant that you are not a resident of one of those countries.

8.21.

You understand that your website may be hosted and accessed in the United States and in other countries around the world, and you agree to abide by United States law, the local laws of other jurisdictions where your website may be hosted or accessed, and any other applicable export control laws and not to transfer or permit the transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization; you agree that Business Marketing LLC may remove content, restrict access, or shut down your website if, in Business Marketing LLC's discretion, your website or any of its content is not in compliance with applicable law. You further agree not to upload to your Business Marketing LLC account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

8.22.

You agree not to use your IMAP account for the storage of files other than in the course of normal e-mail usage.

8.23.

You shall not operate a chat room using the Business Marketing LLC Services unless expressly permitted by the terms and conditions of Your Services.

9. CONFIDENTIALITY, TRADEMARK, AND COPYRIGHT

9.1

During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Business Marketing LLC in connection with Business Marketing LLC's performance of the Business Marketing LLC Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Business Marketing LLC, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of Business Marketing LLC. Business Marketing LLC retains all right and title to such Confidential Information.

9.2

Business Marketing LLC is a service mark of Business Marketing LLC All rights reserved. The trademarks, logos, and service marks displayed on this Web Site (collectively, the "Marks") belong Business Marketing LLC and/or its affiliates or third parties which have licensed those rights to Business Marketing LLC ("Partners"); Business Marketing LLC and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on Business Marketing LLC's Web Site are the property of their respective owners.

9.3

Unless expressly stated otherwise on the Business Marketing LLC Web Site, you should assume that all content, images, and materials appearing on this Web Site (collectively the "Business Marketing LLC Content") are the sole property of Business Marketing LLC. Both U.S. and international copyright laws and treaties protect such Business Marketing LLC

Content. You may not use, reproduce, display, or sell any Business Marketing LLC Content without Business Marketing LLC's prior written consent. You may not link to any page within Business Marketing LLC's Web Site or frame any portion of the site without Business Marketing LLC's prior written consent.

10. YOUR INDEMNIFICATION OF BUSINESS MARKETING LLC.

You agree that you shall fully defend and indemnify Business Marketing LLC, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth in Section 8 or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Business Marketing LLC, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Business Marketing LLC shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

11. NO JOINT VENTURE OR PARTNERSHIP

Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between Business Marketing LLC and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between Business Marketing LLC and you. Business Marketing LLC shall have no control or ownership interests of any kind in your business. Business Marketing LLC shall have no direct financial or other interest in, nor in any way "own" any online "store" or other online venture pertaining to your use of the Business Marketing LLC Services or Business Marketing LLC's Equipment. Business Marketing LLC's relationship to you shall be restricted to matters pertaining to the provision of the Business Marketing LLC Services as set forth in this agreement.

12. BUSINESS MARKETING LLC HAS MADE NO REPRESENTATIONS REGARDING SUCCESS, MARKETS OR PROFITABILITY

12.1.

You confirm that you have unilaterally decided to enter the online and/or Web Site service business and that these are high risk businesses. You further confirm, understand, acknowledge and expressly agree that neither Business Marketing LLC, any agent or representative of Business Marketing LLC, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind regarding:

12.1.1.

the potential profitability, marketability, or likelihood of success of your endeavors through the use of the Business Marketing LLC Services or Business Marketing LLC's Equipment as set forth herein or otherwise;

12.1.2.

the possibility or likelihood that use of any products and/or services provided by Business Marketing LLC pursuant to this Agreement can or will result in the recoupment of any funds expended by you for any purpose; or

12.1.3.

the existence, nonexistence, size or any other characteristics of any market for any products or services which involve your use, in any manner, of the Business Marketing LLC Services or Business Marketing LLC's Equipment pursuant to this Agreement.

12.2.

You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, of the Business Marketing LLC Services and/or Business Marketing LLC's Equipment pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of its advertising and promotion, your administrative capabilities, etc., and that the ultimate success or failure of your business rests with you and not Business Marketing LLC. You further expressly agree not to raise any claim of any kind against Business Marketing LLC and to hold Business Marketing LLC harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to use the Business Marketing LLC Services and/or Business Marketing LLC's Equipment pursuant to this Agreement.

13. SERVICES RENDERED ON A NON-EXCLUSIVE BASIS.

Any and all services which are or may be provided to you by Business Marketing LLC pursuant to this Agreement, including the licensure of rights herein, are non-exclusive and nothing in this Agreement shall limit or restrict Business

Marketing LLC from providing similar services and granting similar licenses to third parties regardless of whether such third parties are competitors of you. Nothing in this Agreement shall limit or restrict Business Marketing LLC from engaging in any activities similar to yours or in competition with you.

14. NO EDITORIAL CONTROL BY BUSINESS MARKETING LLC.

In reliance on your express warranties regarding Your Data, Business Marketing LLC shall neither have nor exert any editorial or other subjective control over the substantive content of Your Data . Business Marketing LLC does not engage in any monitoring of Your Data, and exercises no control over information which is found on the internet, except for its own Web Site. Business Marketing LLC cannot be held responsible for the accuracy, correctness, or legality of such information. You are solely responsible for the content of Your Web Site and for verifying the accuracy and suitability of information and services you obtain from third parties via the internet.

15. PRIVACY.

15.1.

It is Business Marketing LLC's policy to respect your privacy. Business Marketing LLC will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Business Marketing LLC deems it necessary, in its sole discretion, to:

15.1.1.

comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials;

15.1.2.

protect and defend the rights or property of Business Marketing LLC or its officers, agents, affiliates, and licensees;

15.1.3.

enforce this Agreement; or

15.1.4.

protect the interests of other Business Marketing LLC customers.

15.2.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, Business Marketing LLC RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS.

15.3.

Your IP address is transmitted and recorded with each message you send using the Business Marketing LLC Services. Business Marketing LLC does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers. For a more detailed description of the types and uses of personal information collected from you, please read the Business Marketing LLC Privacy Policy.

15.4.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE Business Marketing LLC SERVICES ARE PROVIDED BY Business Marketing LLC IN THE UNITED STATES OF AMERICA. YOU FURTHER AGREE THAT THE PERSONAL INFORMATION WHICH YOU GIVE Business Marketing LLC WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND OTHER COUNTRIES; INCLUDING WITHOUT LIMITATION COUNTRIES IN THE EUROPEAN UNION AND ELSEWHERE. IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION INTO AND OUT OF THE UNITED STATES, DO NOT ACCEPT THESE TERMS AND CONDITIONS FOR THE Business Marketing LLC SERVICE. YOU FURTHER UNDERSTAND AND AGREE THAT REGARDLESS OF YOUR COUNTRY OF RESIDENCE Business Marketing LLC MAY DISCLOSE PERSONAL INFORMATION ABOUT YOU AND YOUR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND YOU EXPLICITLY WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

16. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. NON-ENFORCEMENT DOES NOT CONSTITUTE WAIVER.

Failure of Business Marketing LLC at any time to enforce any of the specific provisions of this Agreement shall not

preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Business Marketing LLC .

18. NOTICES.

18.1.

Business Marketing LLC may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Business Marketing LLC . Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement.

18.2.

You may provide notice to Business Marketing LLC in one of the following ways:

18.2.1.

by personal delivery;

18.2.2.

by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, Business Marketing LLC P.O. Box 7602 Lakeland, FL 33807;

18.2.3.

by Federal Express, Business Marketing LLC 4225 Drane Field Rd. Lakeland, FL, U.S.A.;

18.2.4.

by facsimile transmission; or

18.2.5.

by e-mail and registered or certified mail.

18.3.

Such notice, statement or other document so delivered to Business Marketing LLC , except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Business Marketing LLC shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail, and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Business Marketing LLC shall be deemed effective as of the date on which Business Marketing LLC receives the certified or registered mail notice.

19. FORCE MAJEURE.

19.1.

In the event of “force majeure” (as defined below), Business Marketing LLC may terminate this Agreement without liability to you. For purposes of the Agreement, “force majeure” shall mean circumstances or occurrences beyond Business Marketing LLC’s reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Business Marketing LLC cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Business Marketing LLC Services are located or maintained or through which the Business Marketing LLC Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority.

19.2.

Business Marketing LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Business Marketing LLC Services (or any part thereof) with or without notice. You agree that Business Marketing LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Business Marketing LLC Services.

20. NO ASSIGNMENT BY YOU; ASSIGNMENT BY BUSINESS MARKETING LLC.

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Business Marketing LLC’s prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Business Marketing LLC may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. ARBITRATION AND WAIVER OF JURY TRIAL.

21.1.

ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINED BY BINDING ARBITRATION IN LAKELAND, FLORIDA IN ACCORDANCE WITH THE RULES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC (“JAMS”) AND IN ACCORDANCE WITH THE RULES

OF JAMS. Any award arising out of such arbitration shall be subject to entry as a judgment by any court of competent jurisdiction in the United States. Any action to confirm or vacate such an award must be brought in either the Court of Common Pleas of LAKELAND, FLORIDA or the United States District Court for the Central District of Florida. You consent to personal jurisdiction and venue in such courts and you waive any challenge to personal jurisdiction or venue in such courts. You further agree that Business Marketing LLC shall be entitled to collect its attorneys' fees, costs and other expenses in the event that Business Marketing LLC acts to enforce this arbitration and forum selection clause, regardless of whether Business Marketing LLC prevails in the underlying action. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall be limited only by the statutory and common law of the State of Florida and the federal law of the United States of America. There are no exceptions to these mandatory arbitration provisions except as set forth in Sections 21.2 and 21.3.

21.2.

Notwithstanding the provisions of Section 21.1, if you fail to timely pay amounts due Business Marketing LLC may assign your account for collection and the collections agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by Law or this Agreement.

21.3.

Nothing in Section 21.1 shall preclude Business Marketing LLC from: (i) seeking and obtaining any injunctive relief or attachment and expedited discovery or other equitable relief to enforce the terms of this Agreement or to remedy a breach thereof, or (ii) bringing an action to enforce this Agreement or the provisions hereof in the event JAMS will not or cannot arbitrate a particular dispute. Any action under this section 21.3 may be brought in either the United States District Court for the Central District of Florida, and each party consents to the in personam jurisdiction of such Courts for the purpose of any such action or proceeding. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction of the United States District Court for the Central District of Florida.

21.4

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND BUSINESS MARKETING LLC THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived.

21.5

Neither you nor Business Marketing LLC may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND BUSINESS MARKETING LLC ACKNOWLEDGE THAT THIS SECTION 21.5 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION

21.6

This Agreement shall be interpreted according to the laws of the State of Florida, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles.

22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Business Marketing LLC or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Business Marketing LLC and you hereby acknowledge and agree that neither Business Marketing LLC nor you have executed this Agreement in reliance upon any such representation or promise.

23. MODIFICATION.

23.1.

This Agreement may be materially altered by Business Marketing LLC by posting the new version of the Agreement at www.brightskywebdesign.com and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Business Marketing LLC does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change.

23.2.

You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Business Marketing LLC . No additional or conflicting term in any other document used by you will have any legal effect.

24. STATUTE OF LIMITATIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.