

# Customer Agreement

## Preamble

All business arrangements have a small print section and this is ours. The Internet is a world-wide open resource, and subject to different laws in different countries. It is also open to abuse and misuse, so our small print tries to cover most eventualities.

If you have opted for a web site that you are able to change at any time without reference to us ( Brochure Web Site with Content Management ), we will have no control over the future content of the site or the purposes for which it is to be used. For this reason we request that you adhere to the provisions of the Agreement as detailed below, and that you confirm to us your acceptance of its terms.

## Intunet Customer Agreement

This Intunet Customer Agreement (the Agreement ) explains the terms and conditions governing your use of Intunet's services, technology, and any other content available on the Intunet service. By purchasing any Intunet service, you agree to use the Intunet service in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions outlined below. Intunet is a trading style of Technoheurgic Limited, registered in England and Wales, Registered Office 12 Malvern Road Moordown Bournemouth BH9 3AQ registration number 02929340 VAT number 704475345.

## 1. Services

Generally, Purchasing Intunet's service entitles you (a Customer ) to all the tools, content, and services available on the system regardless of your use of them. If you would like to switch Intunet services, please contact us.

**t** Intunet Services and Technology: You will be able to use the proprietary and licensed technology incorporated in the Intunet Service ( Technology ) to maintain your web site ( Customer Site ). Intunet may offer other tools and services that are not included in any Intunet Service, including premium or custom services for which an additional fee will apply. Separate terms and conditions apply for each Intunet solution and will be outlined in a separate agreement.

## 2. Payment Terms

For access to and use of any Intunet Service, you agree to pay all fees and charges specified in the Intunet Service fee schedule (or any special offer terms offered and confirmed to you in writing or email by Intunet.). All fees are due immediately and are non-refundable. You understand that if Intunet does not receive timely payment of all amounts due for any Solution you purchase, your use of any Intunet Service or Solution may be severely restricted or terminated at Intunet's sole discretion. This includes any Information you provide to Intunet while using any Intunet Service or Solution.

The fee for any Intunet service is non-refundable. Intunet will not refund any fees paid by you if you terminate your agreement with us. Intunet reserves the right at its sole discretion and as it deems appropriate to add or remove certain services it offers and change its fees for any services in accordance with Section 4. You agree to notify Intunet immediately if you suspect unauthorised use of the Intunet Service, your account or your password. You agree to pay any taxes, including personal property taxes or sales taxes (VAT for UK Customers), resulting from your use of the Intunet Services. You agree to pay all legal and collection fees arising from our efforts to collect any past due amounts from you to the extent allowed by law.

## 3. Restrictions and Description of Prohibited Acts

You may not use the Intunet Service or Intunet Solution, the selection of a web address for your Customer Site, the Technology, or the Customer Site to, including, but not limited to:

**t** display material containing pornographic material or adult paraphernalia of any kind, whether viewable by the general public or hidden in password protected areas

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## 3. Restrictions and Description of Prohibited Acts (cont)

- provide material that is grossly offensive to the Intunet online community, including blatant expressions of bigotry, prejudice, racism, hatred, or profanity, or post any obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable content
- sell or promote any products or services that are unlawful in the location at which the content is posted or received
- access illegally or without authorization any computers, accounts, or networks of Intunet or any Intunet Customer, or attempt to penetrate Intunet's security measures ("hacking"), or conduct a port scan, stealth scan, or other information-gathering activity the intent of which is to gather information to be used to attempt a system penetration; or upload to Intunet, send through Intunet, or have Intunet host or distribute any Internet viruses, worms, Trojan horses, other harmful code, ping, flooding, mail bombing, or denial-of-service attacks; or disrupt the use of or interfere with the ability of others to effectively use an Intunet Service or any connected network, system, service, or equipment
- display material that exploits, or otherwise exploits, children under 18 years of age
- post any content or otherwise infringe in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property right of any third party
- promote, solicit, or participate in pyramid schemes
- post any content that holds Intunet up to public scorn or ridicule
- engage in any libellous, defamatory, scandalous, threatening, or harassing activity
- post or disclose any personally identifying information or private information about children or any third parties without their consent (or their parents' consent, in case of a minor)

You agree that without the express consent of Intunet (and showing proof of the appropriate licenses where necessary or appropriate), you will never provide, sell, or offer to sell the following products or content (or services related to the same) on the Customer Site you create: pharmaceutical or any other controlled substances; illegal drugs; illegal drug contraband; alcohol; firearms; weapons; pirated computer programs; pornography or illicitly pornographic sexual products; adult paraphernalia; programs to "nuke" or create attacks against another individual or an Internet service provider; illegal goods; escort services; instructions on how to assemble or otherwise make bombs, grenades, or other weapons; information used to circumvent manufacturer-installed copy-protect devices; or computer software viruses or software designed to create a virus.

You also agree that you will never promote or provide instructional information about: illegal activities, activities that can lead to physical harm to any group or individual, or any activities that lead to cruelty to animals. You may not use the Intunet Service, Technology, or Customer Site in any high-risk activities where damage or injury to persons, property, environment, or business may result if an error occurs. You expressly assume all risk for such use.

Unless Intunet offers a service to conduct any of the following, you agree that you will never conduct the following types of activities on the Customer Site: gambling; sweepstakes; raffles; lotteries; contests, pyramid, or Ponzi schemes; and/or unsolicited commercial Email (spam).

You agree that you will not (and you will not allow any third party to) partake in the following actions: reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Intunet Service, Intunet Solution, or any Technology; individual passwording of Customer Sites (or pages contained therein); deleting or altering author attributes or copyright notices, unless expressly permitted in writing by the author or owner; and/or fail to obtain all required permissions when using an Intunet Service, Intunet Solution, or Technology to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual-property laws, including copyright and patent laws.

You agree and acknowledge that at all times, Intunet retains all rights to the graphical design of the website or template used by you as a paying customer. Images are licensed royalty-free images that Intunet does not sell, sublicense or offer for lease to any customers before, during or after their time with Intunet as a customer.





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## Effects of Cancellation

If you cancel your Intunet Service, then as of the end of the applicable billing period, you will no longer have access to any of the tools and services included in the service, therefore:

- Intunet will no longer host your web site, and all of your Information will be deleted.
- you will no longer have access to any site building services, communication tools, or reports.
- you will no longer have access to your Web Mail, and any files, emails, attachments, email addresses, and any other information or content included in your Web Mail account will be deleted.
- you will have no rights to the graphics or design Intunet has provided once cancellation is in effect (i.e.: design and graphics are the sole property of Intunet).
- Intunet is not responsible for the deletion of any file, attachment, information, content, or any other consequence of your decision to cancel this service.

## 9. Indemnification

You agree to indemnify Intunet and hold Intunet harmless against any and all liabilities, cost, and expenses, including reasonable legal costs related to or arising from:

- your use of the Intunet Service in a way that is prohibited or restricted under this agreement
- infringement of any copyright, trademark, intellectual property, or other right or patent by any material you post or use on your Customer Site
- any breach by you of this Agreement; and/or
- any indecent, obscene, or libellous material posted on your Customer Site.

## 10. Reporting Violations

Intunet does not routinely monitor the content of Customer Sites but will investigate complaints of a violation of third-party rights. Violations or infringement of a third-party copyright, other intellectual property right, or other right will be dealt with in accordance with the Intunet policy.

## 11. Proprietary Rights

As between the parties, Intunet acknowledges that it claims no proprietary rights in your Information or any intellectual property right contained therein. As between the parties, you acknowledge and agree that Intunet and its licensors own all right, title, and interest in:

- the Intunet Service or any Intunet Solution
- the Technology available on the Intunet Service or Intunet Solution
- and all content, including but not limited to text, software, music, sound, photographs, video, graphics, or other material contained or maintained on the Intunet Service or Intunet Solution (collectively "Intunet Content"), excluding all Customer Information.

In addition, you agree that the Intunet Content and Technology available on the Intunet Service or any Intunet Solution is protected by English,

Canadian, U.S. and international copyrights, trademarks, service marks, patents, or other proprietary rights and laws; therefore, you are permitted to use this Intunet Content and Technology only as expressly authorized by Intunet. You also understand and agree that the compilation, collection, selection, arrangement, assembly, and coordination of all Intunet Content available on the Intunet Service or Intunet Solution is the exclusive property of Intunet and its licensors and protected by U.S. and international copyright laws. You agree that, except as expressly authorized by Intunet, all the Intunet Content and Technology available on the Intunet Service or Intunet Solution may be used by you only for your internal business and data-gathering purposes. You may not make, use, sell, copy, reproduce, distribute, transmit, or create derivative works from this Intunet Content or Technology without expressly being authorized to do so by Intunet.



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## 12. Trademarks

Intunet (TM), Intunet solutions (TM) and other pending and/or registered trademarks and service marks, and other graphics, logos, and service names used by Intunet on the Intunet Service or Intunet Solutions to identify the products or services of Intunet (collectively the "Intunet Trademarks") are the trademarks of Intunet. You agree not to use the Intunet Trademarks in connection with your products or services or any third-party products or services or in any manner that disparages or discredits Intunet. All other brands and names (including third-party product names) used on the Intunet Service are the property of their respective owners.

## 13. Limitation on Liability

You are solely responsible for the proper conduct of your business and all other matters under your control. Regardless of the type of claim or the nature of the cause of action, you agree that in no event will Intunet, our affiliates, contractors, service providers, employees, agents, or licensors, or any other party involved in creating, producing, or delivering the Intunet service, technology, or content available on the Intunet service ("Intunet affiliates"), be liable to you in any manner whatsoever:

- For any decision made or action or nonaction taken by you in reliance upon the information provided through the Intunet service
- For loss or inaccuracy of data or cost of procurement of substitute goods, services, or technology
- For any indirect, special, incidental, consequential, or punitive damages, including but not limited to loss of revenues and loss of profits, even if Intunet has been advised of the possibility of such damages.

The aggregate liability of Intunet and the Intunet affiliates arising from or relating to this agreement (regardless of the form of action or claim) is limited to any amounts you have paid to Intunet during the term of this agreement for any Intunet service, Intunet solution, or technology. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; in those jurisdictions our liability shall be limited to the extent permitted by law.

In no event is Intunet or any Intunet affiliate liable for any damages arising from your failure to perform your responsibilities in connection with this agreement, or arising from any cause beyond Intunet's control.

This section applies to all claims by you irrespective of the cause of action underlying your claim, including but not limited to breach of contract (even if in the nature of a breach of condition or a fundamental term or a fundamental breach), or tort, including but not limited to negligence, strict liability, fraud, misrepresentation, and/or otherwise.

## 14. Warranties/Disclaimers

Once we publish your site, you can expect 99 percent availability in any calendar month, excluding scheduled maintenance or outages beyond our control or other third-party service provider outages. Your published site is available when end users are able to download your homepage from Intunet.

If, for some reason beyond our control, the Intunet service is unavailable to you and your customers for less than 80% of the time (calendar month),

Intunet will provide a refund for the affected month. You acknowledge that in no way will Intunet be held financially responsible for any loss of business / service as a result of downtime of your web site or the improper functioning of it. Please report any technical problems to Customer Care.

Once a Intunet refund is given (for affected calendar month), it will be applied to your next billing cycle. If a credit is necessary, you will receive the appropriate credit within 6 to 8 weeks of the end of the month in which the Performance Guarantee was breached. In no event will Intunet refund any portion of the package service fee. Availability shall be calculated solely by Intunet. This Performance Guarantee does not apply to any technology offered to you in a "preview" or "beta" mode.



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## 14. Warranties/Disclaimers (cont)

The remedy stated above is your sole remedy for any breach of the Performance Guarantee.

- The opinions and views expressed in any customer site do not reflect those of Intunet, and Intunet does not review, verify, endorse, or otherwise vouch for the content or legitimacy of any customer sites. Intunet is not responsible for the content of any customer page. Customers are solely responsible for everything contained in their own customer site. Customers may be held legally liable for the contents of their customer site and may be held legally accountable if their customer site includes, for example, any defamatory comments or material protected by copyright, trademark, patent, or trade secret or other laws without the express permission of the author or owner.
- Intunet is not responsible for the delivery or quality of any goods or services sold or advertised through the Intunet network or through any Intunet affiliate program or through the customer sites.
- Except for 14(a), all Intunet service, content, and technology provided in association with the Intunet service are provided "as is" without warranties of any kind. To the full extent permissible by applicable law and except as specifically set forth herein, neither Intunet nor Intunet's licensors make any warranties or representations of any kind with respect to the Intunet service, content, technology, or products that Intunet or its licensors or any other third party provides, and Intunet and its licensors expressly disclaim all implied and express warranties of merchantability, fitness for a particular purpose, or noninfringement with respect to the same. Without limiting the foregoing, no warranty is given that the Intunet service or technology is error-free. Intunet and its licensors disclaim any warranty of title or any other warranties for any third party's offering(s) or product(s).
- Intunet does not guarantee that its security procedures will prevent the loss of, alteration of, or improper access to your information. Intunet and its licensors are not responsible for invalid destinations and transmission errors in, corruption of, or the security of your information carried over interexchange carriers', local exchange carriers', or other providers' facilities.
- The documents and graphics appearing on the Intunet service may include technical inaccuracies, typographical errors, and out-of-date information; therefore you expressly assume all risk for such use of the Intunet service, Intunet solution, or technology.
- Intunet may provide links to other web sites or resources. You acknowledge and agree that Intunet is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You also agree that Intunet shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on such external third-party sites.
- Intunet makes no warranty, pledge or guarantee as to the effect of Search Engine Marketing or Positioning on your business results.

## 15. Miscellaneous

- This Agreement shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts. If local laws prohibit your participation in any part of the Intunet Service, or use of them, then you are responsible for complying with such laws and the terms of this Agreement.
- Any and all disputes between you and Intunet will be settled by arbitration in London, and you agree that all negotiations, discussions, and settlements shall be subject to obligations of confidentiality and shall not be disclosed to any third party.
- If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.
- All notices to you shall be in writing and shall be made either via email or conventional mail, or by posting such notices on the Intunet Service. Intunet may broadcast notices or messages through the Intunet Service to inform you of changes to this Agreement, the Intunet Service, or other matters of importance; such broadcasts shall constitute notice to you. All notices to Intunet from you must be made in writing via our Customer Care form.
- Intunet's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Intunet in writing.
- Except in the event that you purchase any Intunet Solution, this Agreement comprises the entire agreement between you and Intunet and supersedes all prior agreements between the parties regarding the subject matter contained herein. Should you choose to purchase any Intunet Solution, you will be bound by all terms and conditions relating to the provision of such Intunet Solution.



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## 15. Miscellaneous (cont)

- Your Customership in the Intunet Service and any of your rights hereunder may not be assigned or transferred to any third party. Intunet reserves the right to assign this agreement to any third party that acquires all or substantially all of its relevant business or assets.
- The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.
- You represent and warrant that you are over the age of 18 years, have read this Agreement, and agree to be bound by its terms and conditions.

I have read and agree to the terms of the above document.

Signed:

Please print your name here:

On behalf of:

Position:

Date:

