

HOSTING AGREEMENT

(1) Terms of Service. Avanquest North America Inc. (“Avanquest,” “us” or “we”) will host your website according to the terms of the hosting package that you select (“Services”), if you comply with the terms and conditions set forth in this Hosting Agreement (“Agreement”) and in any other Avanquest agreements that relate to the Services.

You acknowledge that you have read, understand and agree to be bound by all the terms and conditions of this Agreement. Your use of the Services constitutes acceptance of such terms and conditions. Avanquest reserves the right, in its sole discretion, to modify, amend or supplement any term or condition of this Agreement at any time with or without notice. If you continue to use the Services after any such modifications, amendments or supplements are made, you are then accepting and agreeing to be bound by them. You may view the most current version of this Agreement at any time at http://www.webeasysite.com/USA/terms_and_conditions.

(2) Subscriber. You represent and warrant that (a) if you are an individual, you are at least 18 years old and otherwise legally competent in all respects to enter into this Agreement or (b) if you are an entity, you are a corporation, limited liability company, partnership or other legal entity in good standing, and possess all legal authority and power to enter into and be bound by this Agreement. If you are a legal entity, you hereby represent and warrant that you have the authority to and do hereby bind your entity and all individuals employed or engaged by such entity that may use the Services.

(3) Permission to Host Your Content. In order for us to host your website, you must upload your content to Avanquest’s servers. When you do so, you will be creating one or more copies of your content. You acknowledge that such copies are being made and will exist on Avanquest’s servers, and you hereby grant Avanquest a non-exclusive, worldwide license to maintain these copies and make them available to users of the Internet. Usernames and passwords are Avanquest’s property and Avanquest may alter or replace them at any time.

(4) Backups and Security. Avanquest will periodically backup your website; however, Avanquest is not responsible for any lost content that you or users of your website may upload. This backup service is provided as a convenience only and Avanquest assumes no liability arising from, based on or related to the availability or completeness of such backups. Avanquest will take commercially reasonable steps to prevent unauthorized access to your website and its content that are stored on Avanquest’s servers. However, and without limitation:

- You are solely responsible for uploading all content to your website and making any changes you desire to it.
- You are solely responsible for the computer and software necessary to use the Services and for the management of your information on your web site including back up and restoration of your data.
- You are solely responsible for the security of your computer and data.

(5) Availability of Services. Avanquest will use commercially reasonable efforts to provide the Services as close to 24 hours a day, 7 days a week as is reasonably possible, as long as you have paid for the Services. However, due to the nature of web hosting technology, occasional unavailability of the services cannot be avoided (for anticipated events such as maintenance and service, and for unanticipated events). Avanquest does not represent, warrant or guarantee that it can or will provide you with uninterrupted Services. Avanquest has the right to add or discontinue features of the Services at any time.

(6) Acceptable Use. Avanquest strives to maintain a quality level of Services for all of its users. Accordingly, Avanquest has the right to immediately terminate the Services if you are engaged in, or if Avanquest reasonably believes you are engaged in, any of the following:

- Hacking (such as attempting to access, without authorization, another computer or network), port scans, stealth scans and fraudulent credit card "phishing" techniques.
- Using, storing or displaying files, data or materials that infringe on a third party's copyright, patent, trademark or other intellectual property rights. This includes but is not limited to unauthorized copying of music, movies, books, photographs or any other protected work and the offer or sale of any counterfeit merchandise.
- Uploading or linking to any content that violates a third-party's right of publicity or privacy.
- Spamming (sending bulk unsolicited email). Avanquest maintains a zero tolerance policy for spamming.
- Distributing hate speech or any other content that is obscene, abusive or which could be considered libelous and defamatory.
- Hosting, storing or distributing pornography.
- Hosting, storing or distributing child pornography. If we determine that you are in violation of this prohibition, we will notify the appropriate law enforcement agencies immediately.

All Services provided by Avanquest may only be used for lawful purposes. You are ultimately responsible for all of your actions taken in connection with your use of the Services and your website and its content. Any material that, in Avanquest's judgment, is obscene, threatening, illegal or otherwise violates this Agreement in any manner may be removed from Avanquest's servers (or otherwise disabled), with or without notice.

Avanquest's system may be monitored for all lawful purposes. Without limitation, Avanquest may have its system monitored in order to ensure that the use of such system is authorized, to manage the system, to protect against unauthorized access and to maintain security. In connection with such monitoring, information contained in or related to your website and its contents may be examined, recorded and copied, and your use of the Services constitutes your consent to such activities.

You may not connect your website to a third party network or system without express written consent from such third party. Avanquest may request copies of such consent from you.

Avanquest reserves the right in its sole discretion to refuse to provide or to continue to provide the Services to anyone.

(7) DMCA Copyright Infringement Information. Avanquest respects the intellectual property of others and Avanquest asks you to do the same. In accordance with the Digital Millennium Copyright Act (DMCA), Avanquest has adopted a policy to suspend or terminate the accounts of users who are in violation of copyrights (and other intellectual property rights) of third parties. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide the following information to Avanquest at the link set forth below:

- an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the website;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Click **here** to submit the above information to Avanquest.

(8) Payment. You agree to pay all current applicable fees for the Services upon your registration and each renewal. Avanquest has the right to change pricing from time to time. It is your responsibility to maintain accurate billing information with Avanquest, which may include your current credit card information, email address and mailing address. You are solely liable for any taxes or fees that result from the sale of any products or services on your website. You may manage your account and/or obtain current pricing information from the Avanquest web site: <http://www.webeasysite.com>.

(9) Term and Termination. The term of the Services commences upon your selection of and payment for your particular hosting package. You may cancel your Services at any time (subject to the terms of your subscription) by logging into your online account at <http://www.webeasysite.com/USA/>. Without limitation, Avanquest may terminate your Services if you fail to comply with the terms and conditions set forth in this Agreement or in any other agreements that relate to the Services, if you fail to make timely payment, if any of your acts or omissions violate any applicable law, or if your use of the Services has adverse impact on Avanquest's operations, its other users or third parties.

(10) Disclaimer of Warranties. YOU ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. AVANQUEST HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED AND STATUTORY), INCLUDING WITHOUT LIMITATION, ALL WARRANTIES (A) WITH RESPECT TO THE SERVICES (INCLUDING WITHOUT LIMITATION THEIR QUALITY, AVAILABILITY, PERFORMANCE, FUNCTIONALITY AND COMPATIBILITY WITH ANY OTHER SERVICE OR PRODUCT), (B) WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES, (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (D) OF NON-INFRINGEMENT, (E) OF MERCHANTABILITY AND (F) OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY AVANQUEST OR AVANQUEST'S REPRESENTATIVES SHALL CREATE A WARRANTY.

(11) Limitation of Liability. AVANQUEST SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE OF THE SERVICES CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL AVANQUEST BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION CONTAINED IN YOUR WEBSITE OR OTHERWISE, OR LOSS OF GOODWILL OR OPPORTUNITY) WHETHER OR NOT AVANQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. AVANQUEST SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. AVANQUEST'S ENTIRE LIABILITY AND YOUR EXCLUSIVE

REMEDY IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL AVANQUEST'S LIABILITY TO YOU EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR ANY AMOUNTS ACTUALLY PAID BY YOU TO AVANQUEST FOR THE SERVICES IN DISPUTE DURING THE ONE YEAR PRECEDING THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM, BASED ON OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE SERVICES MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE EVENT WHICH GIVES RISE TO THE APPLICABLE CAUSE OF ACTION. YOUR RIGHTS MAY VARY FROM STATE TO STATE, AND SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY DAMAGES AS CONTAINED IN THIS AGREEMENT. IN SUCH JURISDICTIONS, AVANQUEST'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

(12) Indemnification. You shall defend and hold Avanquest (and its owners, directors, officers, employees, affiliates, agents, representatives, successors and assigns) harmless against any third party claim, action, suit or proceeding that arises from, is based on or related to your use of the Services, your web site or your content (including, without limitation, any infringement of a third party's intellectual property and other rights) and indemnify Avanquest for all losses, damages, expenses and costs (including reasonable attorneys' fees) incurred by Avanquest as a result of any such claim, action, suit or proceeding.

(13) Complete Agreement, Severability and Waiver. This Agreement constitutes the entire agreement between you and Avanquest relating to the Services, and it supersedes all prior or contemporaneous communications, agreements, arrangements, and understandings relating to the Services. This Agreement may only be modified, supplemented or amended as may be provided for in this Agreement or by a writing signed by an authorized officer of Avanquest. If any provision of this Agreement is determined by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. No failure or delay by either party in exercising its rights or remedies shall operate as a waiver thereof or of any other rights or remedies. Any such waiver must be in writing and signed by the waiving party, and such waiver will then only be effective only in the specific instance and for the specific purpose stated in such writing.

(14) Relationship of Parties and Binding Agreement. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party. You may not assign your rights or delegate any of your duties under this Agreement, and any attempted assignment or delegation without such consent will be void. This Agreement is binding upon the parties hereto and their successors, permitted assigns, heirs, executors and administrators (as applicable).

(15) Governing Law and Choice of Forum. The laws of the State of California and the Federal laws of the United States will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Los Angeles, California, and the parties hereto hereby irrevocably agree to such exclusive forum and waive any objections they may have thereto, including those based on the doctrine of *forum non conveniens* (under which a party might object to such forum on the grounds that, among other things, the forum is unfair, unjust or inconvenient).

(16) Reservation of Rights. Avanquest reserves all rights not expressly granted to you by this Agreement.

(17) Force Majeure. Avanquest will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of government, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes or other labor-related activity.

(18) Survival. The following provisions shall survive the expiration or termination of this Agreement, howsoever caused: disclaimer of warranties, limitation of liability, indemnification, complete agreement, severability and waiver, relationship of the parties and binding agreement, governing law and choice of forum, reservation of rights, force majeure and survival.