

Customer Agreement

This Agreement (“Agreement”) is an agreement between COMPANY and the party set forth in the related Contract (“Customer” or “You” and “Your”) incorporated herein by reference, and applies to the purchase of all offers. This agreement states the Terms and Conditions under which any Customer may use COMPANY.

1. Acceptance of Terms and Conditions

Purchase of an offer creates a binding contract between You and COMPANY, effective immediately. You agree to be bound by the terms of this agreement and all terms and conditions incorporated by reference in this Agreement.

This Agreement may be updated from time to time. COMPANY reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice. Customer agrees to be legally bound by and subject to all terms and conditions contained in these Terms.

2. Billing and Payment

Payment is due upon purchase. COMPANY ensures a sixty (60) day money back guarantee from the date of purchase. After sixty (60) days from the date of purchase, there are no refunds, exchanges or cancellations.

COMPANY at its sole discretion, reserves the right to cancel any order and refund all funds, if applicable, at any time without prior notice.

COMPANY reserves the right to change its prices for all currency we offer at any time, before or after an order is placed, without prior notice.

The value of the currency may go up or down without notice, Accordingly, when you decide to buy or exchange currency, it may be worth more or less than you originally paid for,

3. Disclaimer of Warranty

The offers provided under this Agreement are provided on an as is, as available basis. COMPANY does not make any warranties that the offers will be successful or error free; nor do they make any warranties as to the results that may be obtained from the purchase of the offer as to accuracy, reliability or content of any information, services or merchandise contained in or provided through the services.

WE ARE NOT LIABLE AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY RELATED PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

The Terms of this section shall and will survive any termination of this agreement.

4. Limited Warranty

COMPANY represents and warrants to Customer that the Services will be performed (a) in a manner consistent with industry standards reasonably applicable to the performance thereof; (b) at least at the same level of service as provided by COMPANY generally to its other Customers for the same services; and (c) in compliance in all material respects with the applicable Service Descriptions.

The foregoing warranties shall not apply to performance issues or defects in the Offers (a) caused by factors outside of COMPANY's reasonable control; (b) that resulted from any actions or inactions of Customer or any third parties; or (c) that resulted from Customer's equipment or any third-party equipment not within the sole control of COMPANY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OFFER PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO CUSTOMER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

5. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other Terms of Service theory (including strict liability), other than claims based on fraud or willful misconduct.

Notwithstanding anything to the contrary in this Agreement, COMPANY's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the purchase of the offer which gave rise to such damages, losses and causes of actions.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

6. Indemnification

Customer agrees to indemnify, defend and hold harmless COMPANY and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to Customer's purchase of the offer, (ii) any breach of any representation, warranty or covenant of Customer contained in this Agreement or (iii) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

7. Waiver of Jury Trial

Both You and COMPANY hereby agree to waive all respective rights to a jury trial of any claim or cause of action related to or arising out of this Agreement. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. You and COMPANY each acknowledge that the waiver is a material inducement for each party to enter into a business relationship, that each party has already relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings. Each party further warrants and represents that each has had the opportunity to have counsel review this Agreement and this waiver. The waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

8. Miscellaneous

Independent Contractor. COMPANY and Customer are independent contractors and nothing contained in this Agreement places COMPANY and Customer in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this agreement must be brought in a state or federal court located in

Summit County, Ohio. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Headings. The headings herein are for convenience only and are not part of this Agreement.

Entire Agreement; Amendments. This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of Customer or COMPANY, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Customer and COMPANY. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms of Service may be modified from time to time by COMPANY in its sole discretion, which modifications will be effective when posting to COMPANY's Web site or on any subsequent date as may be set forth in any required notice provided by us in connection therewith.

Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. COMPANY may give written notice to Customer via electronic mail to the Customer's electronic mail address as maintained in COMPANY's billing records.

Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude

any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

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

Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.

Violation of the Terms. You understand and agree that in the sole discretion of COMPANY and without prior notice, COMPANY may terminate your access to the Site, cancel your order or exercise any other remedy available and remove any unauthorized User Content, if COMPANY believes that the User Content you provided has violated or is inconsistent with these Terms of Use violated the rights of COMPANY, another User or the law. You agree that monetary damages may not provide a sufficient remedy to COMPANY for violations of these terms and conditions and you consent to injunctive or other equitable relief for such violations. COMPANY may release user information about you if required by law or subpoena, or if the information is necessary or appropriate to release to address an unlawful or harmful activity. COMPANY is not required to provide any refund to you if you are terminated as a User because you have violated these Terms of Use.

Copyright Policy. We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit Content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the Content they upload does not infringe the copyrights or other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users' rights to use and/or access to this Site. We may, also in our sole discretion, decide to terminate a user's rights to use or access to the Site prior to that time if we believe that the alleged infringement has occurred

Links. The Site may automatically produce search results that reference or link to third party sites throughout the global Internet. COMPANY has no control over these sites or the content within them. COMPANY cannot guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. COMPANY does not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against COMPANY for any damages or losses, whatsoever, resulting from your use of the Site to obtain search

results or to link to another site. If you have a problem with a link from the Site, please notify us, and we will investigate your claim and take any actions we deem appropriate at our sole discretion.