



## General Terms & Conditions

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING ANY OF THE SERVICES OR PRODUCTS OFFERED BY H7 SOLUTIONS, LLC (H7 SOLUTIONS) 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 carefully read these terms and conditions 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 H7 Solutions confirming your order, whichever happens first.

### 1. DEFINITIONS.

For the purposes of this Agreement:

#### 1.1.

"H7 Solutions' Equipment" shall mean computer and telecommunications device, Internet access and/or transmission rights owned, operated, and/or maintained by H7 Solutions and/or H7 Solutions' agents or assigns which function to provide the H7 Solutions Services.

#### 1.2.

"H7 Solutions" "us," "we," "our" and grammatical variants thereof shall collectively refer to H7 Solutions, LLC, a limited liability corporation organized and existing under the laws of the State of Washington located at 3415 60<sup>th</sup> Street Ct E, Tacoma WA and its assigns and successors in interest.

#### 1.3.

"H7 Solutions Services" shall mean the products and services provided by H7 Solutions 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 at H7 Solutions sole discretion.

#### 1.4.

"H7 Solutions Software" shall mean any software provided by H7 Solutions 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 H7 Solutions Services. The H7 Solutions 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 H7 Solutions' 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 H7 Solutions for the right to use the H7 Solutions Services and Bandwidth subject to the terms and conditions of this Agreement and of the particular H7 Solutions Services for which you have registered, as outlined on the then-current schedule of fees. Fees may be changed at any time on thirty days notice.

1.9.

" Fee Schedule" shall mean the fees for the H7 Solutions Services as published on the H7 Solutions website, which may be modified at any time in H7 Solutions' sole discretion pursuant to the provisions of 24.1.

1.10.

"Parties" shall collectively refer to H7 Solutions and you.

1.11.

"Suspend" or "Suspension" shall include the disabling of your domain name and the cessation of transmission of data to or from Your Web Site or via Your Services.

1.12.

"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.

1.13.

"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 H7 Solutions' web server equipment.

1.14.

"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.

1.15.

"Your Web Site" shall mean data transmittable via the Internet by H7 Solutions which is stored in Web Site Space.

1.16.

"Your Services" shall mean the specific H7 Solutions 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 that pursuant to the current Fee Schedule.

## 2. DESCRIPTION

Subject to and conditioned upon H7 Solutions' retained rights and all other terms and conditions set forth in this Agreement, H7 Solutions offers the H7 Solutions 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 H7 Solutions of any unauthorized uses of the account or any other breaches of security. H7 Solutions 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 H7 Solutions 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 H7 Solutions Services are subject to the following conditions and restrictions:

### 2.1. Web Hosting Services

#### 2.1.1.

H7 Solutions shall provide to you a 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 H7 Solutions' Equipment for purposes consistent with this Agreement.

#### 2.1.2.

H7 Solutions, 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. H7 Solutions is not obligated to provide any Customer Service except as specified in this Section 2. Any and all requests for additional Customer Service may be refused by H7 Solutions with or without reason. Any additional Customer Service which H7 Solutions may subsequently agree to provide to you shall be at H7 Solutions' sole discretion and once commenced, may be terminated at any time by H7 Solutions without notice to you and without any liability to H7 Solutions. Notwithstanding the foregoing, H7 Solutions 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 H7 Solutions.

#### 2.1.3.

H7 Solutions, either directly or through its assignee or licensee, shall provide Technical Support relating to Your Web Site consisting of replying to communications from and to end users dealing with problems or questions relating to technical matters involving software or services provided by us to you. While H7 Solutions is not obligated to provide any Technical Support except as specified in this Section 2, you may contact us to request additional Technical Support on a fee for service basis to be arranged between H7 Solutions and you. Any and all requests for additional Technical Support may be refused by H7 Solutions with or without reason, in its sole discretion. Any

additional Technical Support which H7 Solutions may subsequently agree to provide to you shall be at H7 Solutions' sole discretion and once commenced, may be terminated at any time by H7 Solutions without notice to you and without any liability to H7 Solutions. Notwithstanding the foregoing, H7 Solutions at its sole discretion may at any time alter or cease providing the Technical Support which it has agreed to provide to you relating to Your Web Site pursuant to this Agreement without any liability to H7 Solutions.

2.1.4.

All use of Web Site Space and provision of services to you by H7 Solutions shall be subject to all terms and conditions set forth herein. You may not attempt to expand or alter these rights or H7 Solutions' services by entering into multiple agreements.

2.1.5.

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 one gigabyte per month. Your Mailbox use per account shall not exceed one gigabyte. 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, H7 Solutions may return any and all e-mails sent to you to the originating sender without liability to you. You agree that H7 Solutions may bill and you will pay for usage in excess of permitted amounts at the rates set forth in the then-current Fee Schedule.

2.1.6.

H7 Solutions may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, and take any other actions it deems necessary, in its sole discretion, to comply with the relevant laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against H7 Solutions relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless H7 Solutions from and against any such claims.

2.2. Domain Name Registration

2.2.1.

Should you choose to register a domain name through H7 Solutions, H7 Solutions will register a second level domain name on your behalf, provided such domain name is available for registration. H7 Solutions 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"). H7 Solutions 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. H7 Solutions 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 H7 Solutions to bill and you agree to pay for any such fees and costs.

2.2.2.

You acknowledge and agree that H7 Solutions or its agents, assignees or licensees may, upon registration of your domain name, associate any data of any kind, in H7 Solutions' 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 the Web Site. This paragraph shall apply to any and all web pages generated by H7 Solutions, whether in connection with HTML standard response codes or otherwise, including but not limited to 404 error pages.

2.2.3.

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 7.

2.2.4.

You shall inform H7 Solutions 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. You shall provide H7 Solutions of notice of any negotiations with third parties with respect to the ownership and/or intellectual property rights to your domain within five days of the commencement of such negotiations. Should you lose your right to use a domain name which is used in connection with the H7 Solutions Services, whether through expiration of the domain name, judicial decree, administrative decisions of the UDRP or otherwise, you agree to inform H7 Solutions immediately of the party to whom the domain name is to be transferred and you authorize H7 Solutions to take any and all action necessary to effect such transfer.

2.2.5.

H7 Solutions 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 H7 Solutions to bill and you agree to pay for the one-year registration fee and any related fees or charges.

2.2.6.

2.2.7.

H7 Solutions may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately

and without notice, and take any other actions it deems necessary, in its sole discretion, to comply with the UDRP or relevant laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against H7 Solutions relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless H7 Solutions from and against any such claims.

### 2.3. Software

#### 2.3.1.

H7 Solutions may, in its sole discretion, provide you with H7 Solutions Software in combination with Your Services. Upon payment of all fees due and owing to H7 Solutions under this Agreement, H7 Solutions hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the H7 Solutions 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 H7 Solutions. Source code or other information pertaining to the logic design of the H7 Solutions Software is specifically excluded from the license granted hereunder.

#### 2.3.2.

Although the H7 Solutions Software is generally provided free of charge, H7 Solutions reserves the right to charge for the H7 Solutions Software or any upgrades therefore at any time.

#### 2.3.3.

You recognize that the H7 Solutions Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the H7 Solutions Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by H7 Solutions. You further acknowledge that you have been advised that the H7 Solutions Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of H7 Solutions, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to H7 Solutions, and that its use and disclosure must be carefully and continuously controlled.

#### 2.3.4.

H7 Solutions shall at all times retain title to all the H7 Solutions Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

#### 2.3.5.

Unless provided otherwise in the specifications for Your Services, the H7 Solutions Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the H7 Solutions Software or allow access to the H7 Solutions Software from sites outside of your home or business premises except as specifically authorized in writing by H7 Solutions. The H7 Solutions 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 2.

2.3.6.

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 H7 Solutions Software, whether such H7 Solutions 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 H7 Solutions 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 H7 Solutions. In order to protect H7 Solutions' trade secrets and copyrights in the H7 Solutions Software, you agree to reproduce and incorporate H7 Solutions' trade secrets or copyright notice in any copies, modifications or partial copies.

2.3.7.

You agree to notify H7 Solutions forthwith if you obtain information as to any unauthorized possession, use or disclosure of any H7 Solutions Software by any person or entity, and further agree to cooperate with H7 Solutions at H7 Solutions' expense, in protecting H7 Solutions' proprietary rights.

2.3.8.

Unless agreed otherwise in writing by H7 Solutions, the H7 Solutions Software may be used only on a single computer or workstation. H7 Solutions 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 H7 Solutions Software on a network except to facilitate permissible installation of the H7 Solutions 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.

2.3.9.

Certain H7 Solutions Software is provided for online use as part of the H7 Solutions Services (the "H7 Solutions 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 H7 Solutions Online Software is hosted software which runs directly on H7 Solutions' servers, and you may not download, install, store or make any copies of the H7 Solutions Online Software, nor may you sublicense the H7 Solutions 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 H7 Solutions Online Software or any copies thereof and

not to assist any third party in doing so. The H7 Solutions Online Software is designed to be used through the H7 Solutions 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. H7 Solutions reserves the right to modify or discontinue the H7 Solutions Online Software at any time without notice.

#### 2.3.11.

In the event of termination of this Agreement, or upon any act which shall give rise to H7 Solutions' right to terminate, or upon the expiration of the license for H7 Solutions Software which is subject to a limited-duration license, any and all licenses granted under this Section 2.3 shall terminate automatically, and you will remove, erase or destroy the H7 Solutions Software and documentation and all copies thereof, wherever located, without demand or notice.

### 3. FEES

#### 3.1.

Certain H7 Solutions Services are subject to set-up, service, and domain service fees, pursuant to the Fee Schedule, and by registering for such H7 Solutions Services you agree to pay H7 Solutions all such fees.

#### 3.2.

H7 Solutions agrees to host Your Web Site in exchange for your payment to H7 Solutions of a monthly Fee for service in any given month, not later than the first of that month. In the event that H7 Solutions 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 H7 Solutions' sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to the amount due under this provision.

#### 3.3.

All Fees must be paid in advance of the provision of services. H7 Solutions will charge the monthly fee and any additional fees upon registration unless specifically provided otherwise. You also agree that H7 Solutions may automatically bill you for any subsequent renewal term, additional services, and any related 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, without further authorization from you. You agree to pay all amounts due from you for Your Services by H7 Solutions.

#### 3.4.

H7 Solutions 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.

#### 3.5.



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 \$18.95, which must be paid in full before the account is reactivated.

3.7.

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, are not refundable unless provided otherwise by applicable local law. H7 Solutions may, in its sole discretion, refund other amounts as it deems necessary or advisable.

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

Receipt by H7 Solutions of data for storage in Web Site Space and/or transmission via H7 Solutions' Equipment which are inconsistent with your warranties set forth in Section 7 herein shall not constitute an agreement by H7 Solutions to allow the H7 Solutions Services or the H7 Solutions 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 H7 Solutions' Services or Equipment, to continue to disseminate such data.

5. NO WARRANTIES BY H7 Solutions.

THE H7 SOLUTIONS SERVICE AND H7 SOLUTIONS SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. H7 SOLUTIONS DOES NOT WARRANT THAT THE H7 SOLUTIONS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES H7 SOLUTIONS MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE H7 SOLUTIONS SERVICES. NO WARRANTY IS MADE BY H7 SOLUTIONS REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND H7 SOLUTIONS 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. H7 SOLUTIONS DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE H7 SOLUTIONS 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.

6. H7 SOLUTIONS' 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 H7 SOLUTIONS, 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 H7 SOLUTIONS SERVICES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF

LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, H7 SOLUTIONS' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, H7 SOLUTIONS DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE H7 SOLUTIONS SERVICES, AND H7 SOLUTIONS 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 H7 SOLUTIONS FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF H7 SOLUTIONS 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 H7 SOLUTIONS IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$150,000.

#### 7. YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES.

##### 7.1.

You agree and warrant that the contact information you have provided to H7 Solutions is complete and accurate, and you further agree to notify H7 Solutions within fifteen days of a change to any such contact information. Contact information includes your 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.

##### 7.2.

You agree to provide H7 Solutions 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 H7 Solutions.

##### 7.3.

You agree and warrant that your use of the H7 Solutions Services and H7 Solutions' 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 H7 Solutions Services or H7 Solutions Equipment, shall at all times comply with all applicable laws, including, but not limited to, all federal, state and local laws throughout the United States of America.

##### 7.4.

You agree and warrant that you will neither store on nor allow to be transmitted by H7 Solutions' Equipment any data or other matter which constitutes child pornography or which involves depictions of nudity or sexuality by an age-inappropriate-looking performer (i.e. someone who 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 by virtue of the advertising, script, make-up, demeanor, costuming, setting, etc., or which could otherwise result from or cause harm to minors.

##### 7.5.

You agree and warrant that all data, visual materials, advertising and other matter you store on or allow to be transmitted by H7 Solutions' Equipment 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.

7.6.

You agree and warrant that all data, visual materials, advertising and other matter you store on or allow to be transmitted by H7 Solutions' Equipment shall not violate any state or federal laws concerning obscenity and shall not contain any depictions of bestiality, incest, rape, sexual assault, actual physical violence, torture or disfigurement, or other content deemed objectionable by H7 Solutions, in its sole discretion.

7.7.

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.

7.8.

You agree that if, in H7 Solutions' sole and exclusive judgment, H7 Solutions concludes that Your Web Site displays or contains 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 H7 Solutions may, without prior notice to you and in H7 Solutions' 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 H7 Solutions from either you or any third party.

7.9.

You agree that in the event that H7 Solutions 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 H7 Solutions may, without prior notice to you and in H7 Solutions' 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 H7 Solutions from either you or any third party. As more completely set forth in Sections 5, 6 and 9, you waive any and all claims you may have, now and forever, against H7 Solutions 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 H7 Solutions from and against any such claims.

7.10.

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, all data which you store in Web Site Space or which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the H7 Solutions Services or H7 Solutions' Equipment, including, without limitation, all advertising and promotional materials, 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 H7 Solutions Services or H7 Solutions' Equipment.

7.11.

You agree and warrant that no data or other matter you store on or allow to be transmitted by H7 Solutions' Equipment shall constitute or contain 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.

7.12.

You agree and warrant that no data or other matter you store on or allow to be transmitted by H7 Solutions' Equipment shall contain any material which is harmful, violent, threatening, abusive or hateful.

7.13.

You agree and warrant that any and all material(s) of every kind which you store in Web Site Space or transmit using H7 Solutions' 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 H7 Solutions Equipment or web site or another customer's web site without authorization.

7.14.1

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" or "mail bombing," and H7 Solutions reserves the right to block mail from any source which H7 Solutions believes, in its sole discretion, is being used to send such unsolicited e-mail, including but not limited to open mail relays.

7.14.2

You agree and warrant that you shall not use H7 Solutions Email Services to send email in violation of the CAN-SPAM Act or other anti-spam laws; to send unauthorized email via open, third-party servers; or to distribute the email addresses of any person without their consent. You are not allowed to automate the H7 Solutions Email Services

interface, whether to send, delete, or filter emails, in a manner that misleads or deceives users.

7.15.

You agree and warrant that you shall not engage in any false, deceptive or fraudulent activities in association with your use of the H7 Solutions Services or H7 Solutions' Equipment

7.16.

You shall at all times use Web Site Space exclusively as a conventional web site. All use of Web Site Space and H7 Solutions' Services and Equipment shall at all times be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of H7 Solutions' Equipment or network. Should your use of the H7 Solutions Services result in an overly high load on the H7 Solutions Equipment, in H7 Solutions' sole discretion, H7 Solutions may suspend your account until the cause of any such overload is determined and resolved.

7.17.

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 H7 Solutions Services and that no taxing authorities shall have any claim against H7 Solutions or any persons affiliated therewith for the payment of such taxes.

7.18.

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.

7.19.

You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada, the United States or the country in which you reside.

7.20.

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

7.21.

You shall not operate a chat room using the H7 Solutions Services unless expressly permitted by the terms and conditions of Your Services.

## 8. CONFIDENTIALITY

During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to H7 Solutions in connection with H7 Solutions' performance of the H7 Solutions 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 H7 Solutions, 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 H7

Solutions. H7 Solutions retains all right and title to such Confidential Information.

9. YOUR INDEMNIFICATION OF H7 Solutions.

You agree that you shall fully defend and indemnify H7 Solutions, 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 7 or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless H7 Solutions, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, 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 H7 Solutions shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

10. 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 H7 Solutions and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between H7 Solutions and you. H7 Solutions shall have no control or ownership interests of any kind in your business. H7 Solutions 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 H7 Solutions Services or H7 Solutions' Equipment. H7 Solutions' relationship to you shall be restricted to matters pertaining to the provision of the H7 Solutions Services as set forth in this agreement.

11. H7 Solutions HAS MADE NO REPRESENTATIONS REGARDING SUCCESS, MARKETS OR PROFITABILITY

11.1.

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 H7 Solutions, any agent or representative of H7 Solutions, 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:

11.1.1.

the potential profitability or likelihood of success of your endeavors through the use of the H7 Solutions Services or H7 Solutions' Equipment as set forth herein or otherwise;

11.1.2.

the possibility or likelihood that use of any products and/or services provided by H7 Solutions pursuant to this Agreement can or will result in the recoument of any funds expended by you for any purpose; or  
11.1.3.

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 H7 Solutions Services or H7 Solutions' Equipment pursuant to this Agreement.

11.2.

You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, of the H7 Solutions Services and/or H7 Solutions' 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 H7 Solutions. You further expressly agree not to raise any claim of any kind against H7 Solutions and to hold H7 Solutions harmless from any claim of financial investment loss to you directly or indirectly resulting from your decision to use the H7 Solutions Services and/or H7 Solutions' Equipment pursuant to this Agreement.

12. SERVICES RENDERED ON A NON-EXCLUSIVE BASIS.

Any and all services which are or may be provided to you by H7 Solutions pursuant to this Agreement, including the licensure of rights herein, are not exclusive and nothing in this Agreement shall limit or restrict H7 Solutions 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 H7 Solutions from engaging in any activities similar to yours or in competition with you.

13. NO EDITORIAL CONTROL BY H7 Solutions.

H7 Solutions and you agree that, consistent with the strict policy of H7 Solutions, and in reliance on your express warranties regarding the substantive content of data, advertisements, communications, messages and other materials which you shall store in Web Site Space, and/or otherwise disseminate via the use of H7 Solutions' Services or Equipment, H7 Solutions shall neither have nor exert any editorial or other subjective control over the substantive content of such data, advertisements, communications, message or other materials. H7 Solutions shall not engage in any monitoring of the substantive content comprising Your Web Site or Web Site Space. H7 Solutions exercises no control over information which is found on the internet, except for its own web site, and 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.

14. TERM AND TERMINATION.

14.1.

Unless sooner terminated pursuant to other terms of this Agreement, and

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 14. H7 Solutions may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement.

14.2.

Notwithstanding the provisions of Paragraph 14.1. to the contrary, H7 Solutions offers certain Server Hosting Packages for which the initial term of this Agreement shall be twelve months (the "12-Month Packages"), at the end of which this Agreement shall renew automatically on a month-to-month basis pursuant to the terms of Section 14.1. Any and all service fees for the 12-Month Packages are due and payable for the entire initial term thereof, and should you terminate, attempt to terminate, or otherwise default on this Agreement prior to the end of the initial term you authorize H7 Solutions to bill and you agree to pay 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 shall be deemed a termination and shall entitle H7 Solutions to the fees owing on the 12-Month Package. Fees paid for the 12-Month Packages are not refundable unless this Agreement is terminated by H7 Solutions without cause pursuant to Section 14.3. or as otherwise agreed to in writing by H7 Solutions in its sole discretion.

14.3.

You or H7 Solutions may terminate this Agreement at any time for any reason, with or without cause, upon thirty days' written notice. H7 Solutions may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Site immediately and without notice:

14.3.1.

if H7 Solutions, 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 7,

14.3.2.

if you refuse payment of fees or charges or you refuse authorization for same, or

14.3.3.

if payment for the H7 Solutions Services is more than fifteen days overdue.

14.4.

You further agree that in the event that H7 Solutions believes, in its sole discretion, that you have breached any provision(s) of Section 7 of this Agreement, or any of its subparts, by storing or allowing material such as that described in the aforementioned Section 7, or any of its subparagraphs, to be transmitted by H7 Solutions' Equipment, that H7 Solutions may without any liability to you, and in addition to any other remedies, erase or purge such materials from H7 Solutions' Equipment without prior notice to you.

14.5.



After termination, you will no longer have access to your account and all information or content, including but not limited to e-mails, web pages, CGI scripts, log files, databases, or other data files associated with your account may be deleted. H7 Solutions accepts no liability for such deleted information or content. H7 Solutions may, in its sole discretion, make such information or content available to you to the extent it has not been deleted.

14.6.

You acknowledge and agree that H7 Solutions or its agents, assignees or licensees may, upon termination for any reason, associate any data of any kind, in H7 Solutions' sole discretion, with the Domain Name registered in association with Your Web Site as long as H7 Solutions or H7 Solutions' agent, assignee or licensee continue to be listed as the hosting entity with InterNIC or another domain name registry used to register Your Web Site's domain name.

15. PRIVACY.

15.1.

It is H7 Solutions' policy to respect your privacy. H7 Solutions will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless H7 Solutions 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 subpoenas or other requests for information from law enforcement officials;

15.1.2.

protect and defend the rights or property of H7 Solutions or its officers, agents, affiliates, and licensees;

15.1.3.

enforce this Agreement; or

15.1.4.

protect the interests of other H7 Solutions customers.

15.2.

H7 Solutions 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 H7 Solutions Services. For a more detailed description of the types and uses of personal information collected from you, please read the H7 Solutions Privacy Policy.

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 H7 Solutions 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 a duly authorized representative of H7 Solutions.

18. NOTICES.

18.1.

H7 Solutions 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 H7 Solutions. Such notice is deemed effective whether you receive it or not.

18.2.

You may provide notice to H7 Solutions 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,

H7 Solutions, LLC  
3415 60<sup>th</sup> Street Ct E  
Tacoma, WA 98443

18.2.3.

by Federal Express;

18.2.5.

by e-mail and registered or certified mail.

18.3.

Such notice, statement or other document so delivered to H7 Solutions, 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 H7 Solutions 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 H7 Solutions shall be deemed effective as of the date on which H7 Solutions receives the certified or registered mail notice

19. FORCE MAJEURE.

19.1.

In the event of "force majeure" (as defined below), H7 Solutions may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond H7 Solutions' reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which H7 Solutions 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 H7 Solutions Services are located or maintained or through which the H7 Solutions Services are provided, and nonavailability of any permits, licenses and/or authorizations required by governmental authority.

19.2.

H7 Solutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the H7 Solutions Services (or any part thereof) with or without notice, including the right to cease all business operations in the United States and Canada. You agree that H7 Solutions shall not be liable to you or to any third party for any modification, suspension or discontinuance of the H7 Solutions Services.

20. NO ASSIGNMENT BY YOU; ASSIGNMENT BY H7 Solutions.

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without H7 Solutions' 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. H7 Solutions 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.

YOU AGREE TO NEGOTIATE WITH H7 Solutions IN GOOD FAITH TO RESOLVE OR SETTLE ANY CLAIM OR DISPUTE IN ANY WAY RELATING TO OR CONCERNING THIS AGREEMENT. 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 THE STATE OF WASHINGTON IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. 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 Commonwealth of Pennsylvania and the federal law of the United States of America.

21.2.

Notwithstanding the provisions of Section 21.1, H7 Solutions, if you fail to timely pay amounts due H7 Solutions 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 this Section 3 shall preclude H7 Solutions from seeking and obtaining any injunctive relief or attachment and expedited discovery.

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 H7 Solutions 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. Should any legal fees, costs, or other expenses be incurred by any party with regard to enforcement of this arbitration and jury waiver provision, H7 Solutions shall be entitled to recover such legal fees, costs, or other expenses without regard to whether H7 Solutions prevails in the underlying case.

21.5

Neither you nor H7 Solutions 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 H7 Solutions ACKNOWLEDGE THAT THIS SECTION 21.5 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION

22. CHOICE OF LAW; VENUE.

This Agreement shall be construed in accordance with the laws of the state of Washington governing contracts executed and performed therein and the laws of the United States of America, and shall be binding upon and inure to the benefit of the Parties' respective heirs, personal representatives, executors, administrators, successors and assigns. The Parties agree that Seattle, Washington or Tacoma, Washington shall be the proper place of jurisdiction for the determination of any disputes arising from this Agreement, and the Parties irrevocably consent to jurisdiction of the local, state and federal courts located in the State of Washington. Should any legal fees, costs, or other expenses be incurred by H7 Solutions in attempting to enforce this choice of venue, H7 Solutions shall be entitled to recover such legal fees, costs, or other expenses without regard to whether H7 Solutions prevails in the underlying case.

23. 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 H7 Solutions 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 H7 Solutions and you hereby acknowledge and agree that neither H7 Solutions nor you have executed this Agreement in reliance upon any such representation or promise.

24. MODIFICATION.

24.1.

This Agreement may be materially altered by H7 Solutions by posting the new version of the Agreement at [www.H7Solutions.com](http://www.H7Solutions.com) and if posted in

this manner, shall be effective immediately upon posting such notice. In the event that H7 Solutions 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 receipt of notice of such change.

24.2.

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 H7 Solutions. No additional or conflicting term in any other document used by you will have any legal effect.

25. 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.

26. Acceptance of Terms

I certify that I have read "H7 Solutions General Terms and Conditions" and agree to all terms and conditions as outlined in this document.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date