

Terms of Service

These terms of service define the agreement between Travis Pessetto (collectively “Travis Pessetto”, “we”, “us”, “our”) and the client (“you”, “user”, “subscriber”, “sub-user”)

Billing

The terms of this agreement shall be monthly, to commence on the date the subscriber signs up electronically for services by creating an account with an email address. All invoices are denominated in United States Dollar (USD) amounts. The subscriber must pay in USD. The subscriber is billed on a monthly basis per service and ten (10) days past due will result in the suspension of services and possibly the termination of services.

Suspension or termination of services may result in data loss. You agree that you will not hold us liable for any data loss or any other harm whether directly or indirectly caused by the suspension or termination of services.

You authorize us to make automatic credit card transactions for the amount due on the day it is due if the service is not cancelled or the credit card has been removed from your account. You agree that if you fail to cancel before the due date you will be liable for the amount due until the next due date.

We will send an invoice due reminder the day of the service’s due date as well as two non-payment reminders. The first will occur five (5) days after non-payment and the second nine (9) after non-payment.

You also agree to keep your account information up to date in the billing panel. Changes can be made by clicking on the “Settings” link.

Rules of Conduct

As a condition of use, you promise not to use the services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the services and the activity of any sub-user that uses your access code or account.

You agree that you will not transmit, distribute, post, store, link, or otherwise traffic in content, information, software, or materials on or through the service that (I) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or otherwise inappropriate as determined by us in our sole discretion, (II) you know is false, misleading, untruthful or inaccurate, (iii) constitutes unauthorized or unsolicited advertising, (iv) impersonates any person or entity, including any or our employees or representatives, or (v) includes anyone's identification documents or sensitive financial information. We may permit, in our sole discretion, adult websites that abide by state and federal law and regulation.

You shall not: (I) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (II) interfere or attempt to interfere with the proper working of the services or any activities conducted on the services; (III) bypass, circumvent or attempt to bypass or circumvent and measures we may use to prevent or restrict access to the services (or other accounts, computer systems, or networks connected to the services); (IV) run any form of auto-responder or "spam" on the services; (V) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website; (VI) harvest or scrape any content from the services; (VII) use the services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage; or (VIII) otherwise take any action in violation of our guidelines.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the services (including without any limitation any application), except to the limited extent applicable laws prohibit such restriction, (ii) modify, translate, or otherwise create derivative work of any part of the services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (I) satisfy any applicable law, regulation, legal process or governmental request, (II) enforce these Terms of Service, including the investigation of potential violations hereof, (III) detect, prevent, or otherwise address

fraud, security or technical issues, (IV) respond to user support requests, or (V) protect the right, property or safety of us, our users and the public.

Subscribers are restricted from registering multiple accounts with the same billing details without notifying us of that intent. Otherwise, we shall have the right to automatically discontinue any services associated with that account without regards to loss of the subscriber's date or consequence thereof.

You may not use the services to obtain information about or make decision about anyone but yourself. You are solely responsible for any reliance by you on the services or other use you make of the services.

The enumeration of violations in this section of these Terms of Service are not meant to be exclusive. We will exercise the authority to take whatever action is necessary to protect the services, subscribers, and their parties from acts that would be inimical to the purposes of these Terms of Service.

Lawful Use of the Network

In using our services, subscribers must comply with, and refrain from violations of any other person, entity, law, or contractual duty, including the laws of the United States, the laws of New York, the laws of Utah, and including without limitation those laws forbidding: (a) distribution of child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) unlawful sending of commercial electronic communications, (e) collection of excessive user data from children, or other improper data collection activities, (f) securities violations, wire fraud, money laundering, or terrorist activities, or (f) false advertising, propagating or profiting from frauds and unfair schemes. Subscribers will also comply with the affirmative requirements of law governing use of the services, including but not limited to: (i) disclosure requirements, including those regarding notification of security breaches, (ii) record maintenance for regulated industries, and (iii) financial institution safeguards.

Agreed Use of Allocated Network Resources

Subscribers shall not use any method to circumvent the provisions of these Terms of Service, or obtain Services in excess of those for which they contract with us. Subscribers shall use only those IP addresses that are assigned to them by us and shall not use any IP addresses outside of their assigned range. Subscribers shall not use

any mechanisms to exceed the amount of resources assigned to them through services, or to conceal such activities.

Injurious Code

Subscribers may not use the services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) keyloggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which we reserve the sole right to determine to be malicious in intent.

Email Violations

Subscribers shall not send bulk email utilizing their resources on the services unless they maintain a double-authorized list of subscribed members including IP addresses and relevant contact information, along with following guidelines for including removal links all sent with emails according to such legislation. Subscribers shall comply with all laws regarding the sending of commercial electronic messages or other marketing or electronic communications. Subscribers are forbidden from taking any action that would result in their IP addresses, or any IP associated with us, our provider, or our provider's clients, being placed on Spamhaus.org blacklist. We reserve the sole and absolute right to determine whether an email violation has occurred.

Invasion of Privacy, Defamation, or Harassment

Subscribers may not use the services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory or libelous statements, or to harass or embarrass, which shall be determined by our sole and absolute discretion.

Violation of Copyright, Trademark, Patent, or Trade Secret

Subscribers may not use the services in violation of the copyrights, trademarks, patents, or trade secrets of third parties, nor shall they utilize the services to publish such materials in a manner that would expose them to public view in violation of the law. The provisions of the Digital Millennium Copyright Act of 1998 ("DCMA") (as required under 17 U.S.C. §512) and all other applicable international trademark, copyright, patent or other intellectual property laws will apply to issues present by allegations of copyright violations by third parties. We will, in appropriate circumstances, terminate the accounts of repeat violators. If a third party believes that a subscriber of ours is violating its intellectual property rights, it should notify us by email at support@pessetto.com. A notification should include information reasonably sufficient to permit

us to locate the allegedly infringing material, such as the IP address or URL of the specific online location where the alleged infringement is occurring.

Export

Subscriber shall comply with all applicable export and import control laws and regulations in use of the services, and, in particular, subscriber shall not utilize the services to export or re-export data or software without all required United State and foreign government licenses. Subscriber assumes full legal responsibility ofr any access and use of the services from outside of the United State, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export license. Should such a license be required, it shall be the subscriber's responsibility to obtain the same, at the subscriber's sole cost and expense, and in the event of any breach of this duty resulting in legal claims gains us, subscriber shall defend, indemnify and hold us harmless from all claims and damages arising therefrom.

Acts of Sub-Users

Subscribers are responsible for the acts of others utilizing their access to the services, and will be held responsible for violations of the services by their sub-users or persons who gain access to the services by using the subscriber's access codes. Any activity that a subscriber is prohibited from performing by these Terms of Services is equally prohibited to anyone using the access to the services of the subscriber.

Access Code Protection

Subscribers shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verify the trustworthiness of persons who are entrusted with account access information.

Idemnification

You shall defend, indemnify, and hold harmless us, or our affiliates, parents, subsidiaries, any related companies, licensors, and partners, and each of our and their respective employees, officers, directors, agents, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your (or any third party using your account or identity in the services) use or misuse of, or access to, the services, content, or otherwise from

your user content, violation of these terms of service or of any law, or infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Limitation of Liability

In no event shall we, nor our directors, employees, agents, partners, suppliers, or contract providers be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the services (I) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory, or consequential damage of any kind whatsoever, substitute goods or services (however arising), (II) for any bugs, viruses, trojan horses, or the like (regardless of the source of origin), or (III) for any direct damages in excess of (in the aggregate) of fees paid to us for the particular services during the immediately previous one month period, even if we had been advised, knew, or should have known the possibility thereof. Subscriber acknowledges that the fees paid by him or her reflect the allocation of risk set forth in this agreement and that we would not enter into this agreement without these limitations. Subscriber hereby waives any and all claims against us arising out of subscriber's purchase or use of the service, or any conduct of our directors, officers, employees, agents, or representatives. Your sole and exclusive right and remedy in case of dissatisfaction with the services and any other grievance shall be your termination and discontinuation of access to or use of the service.

In addition, you agree that we are not responsible for any data compiled by our services and that we will not be liable, in any manner, as a result of your exposure to any defamatory, libelous, threatening, unlawfully harassing, obscene or otherwise unlawful content or data. In no event shall we, or any third party provider of any component of the service or of any information delivered as part of the services be liable to you and/or any party for any damages of any kind, including but not limited to direct, indirect, special, exemplary, punitive, consequential or similar damages arising out of or related to the service, content, products, the use or inability to use this website, or any linked website, including without limitation, lost profits, loss of use, business interruption, or other economic losses, loss of programs or other data, whether in action of contract, negligence or other tortious action, even if we are advised of the possibility of such damages, including liability associated with and viruses which may infect computer equipment.

Some jurisdictions limit or prohibit the foregoing limitations, and in such jurisdictions the foregoing limitations shall be applied to the maximum extent permitted by law.

Backup

We will back up our server's data every day at 12:00AM (midnight) Mountain Standard Time. The server backup will only be kept by us for a period of three whole days. We recommend that you, the user, keep your own backup of the site.

We will provide backup for the event of complete server failure but will not guarantee the ability to restore your site or related services.

Notice of Changing Terms of Service and Transfer

We reserve the right to change these Terms of Service at anytime and to terminate our services without notice. We also reserve the right to transfer your services with us to another service provider. Finally, we reserve the right to turn over or sale all of our services provided to the client to another person or entity.