

This Service Agreement for Docavedia Software and Services is by and between Docavedia Information Services LLC ("Docavedia") and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Docavedia software ("Software") and services ("Services") and explains Docavedia's obligations to You and Your obligations to Docavedia in relation to the Software and Services You purchase.

This Agreement as well as any additional Docavedia policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Docavedia concerning Your use of Docavedia's Software and Services, and supersede and govern all prior proposals, agreements, or other communications. By purchasing Docavedia's Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Docavedia may establish from time to time, and any agreements that Docavedia is currently bound by or will be bound by in the future.

1. TERM OF AGREEMENT.

You agree that Docavedia may modify this Agreement and the Services from time to time. You agree to be bound by any changes Docavedia may reasonably make to this Agreement when such changes are made. If You have purchased Services or Software from Docavedia, the term of this Agreement shall continue in full force and effect as long as You take advantage of and use the Software or Services.

2. ELECTIVE TERMINATION.

You agree that You will be responsible for notifying Docavedia should You desire to terminate Your use of Docavedia's Services. Notification of Your intent to terminate must be provided to Docavedia no later than five (5) business days prior to Your billing date.

3. ACCURATE INFORMATION.

You agree to maintain accurate information by providing updates to Docavedia, as needed, while You are using Docavedia's Services. You agree You will notify Docavedia within five (5) business days when any change of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Docavedia to determine the validity of information provided by You will constitute a material breach of this Agreement.

4. PRIVACY.

Docavedia's Privacy Policy, which is incorporated herein by reference, is applicable to all Docavedia Software and Services. The Privacy Policy provides Your rights and Docavedia's responsibilities with regard to Your personal information. Docavedia will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

5. ACCOUNT SECURITY.

You agree You are entirely responsible for maintaining the confidentiality of Your login and password. You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify Docavedia immediately of any unauthorized use of Your account or any other breach of security. You agree Docavedia will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by Docavedia or another party due to someone else using Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. Docavedia specifically disclaims liability for any activity in Your account, whether authorized by You or not.

6. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of Docavedia's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. Docavedia reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. You agree You will not be entitled to a refund of any fees paid to Docavedia if, for any reason, Docavedia takes corrective action with respect to Your improper or illegal use of its Services. Docavedia reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever.

Except as set forth below, Docavedia may also cancel Your use of the Services, if You are using the Services, as determined by Docavedia in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties;
- activities prohibited by the laws of the United States and/or foreign territories in which You conduct business;
- activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- activities that are pornographic, tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- activities designed to impersonate the identity of a third party
- illegal access to other computers or networks (i.e., hacking);
- distribution of Internet viruses or similar destructive activities;
- activities designed to harm or use unethically minors in any way; and
- activities associated with the sale or distribution of prescription medication without a valid prescription.

7. NO SPAM; LIQUIDATED DAMAGES.

You agree Docavedia may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Docavedia liquidated damages of one dollar (\$1.00) for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your account, otherwise You agree to pay Docavedia's actual damages.

8. INTELLECTUAL PROPERTY.

You agree Docavedia or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such Services or Software.

9. FEES AND PAYMENT.

As consideration for the Software or Services purchased by You and provided to You by Docavedia, You agree to pay Docavedia at the time of invoice. All fees are due 30 days from the date of invoice and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. You agree that any invoice not paid by You with-in thirty (30) days of the the date of invoice are subject to a service fee.

Docavedia expressly reserves the right to modify pricing through email notification. You agree that among the remedies Docavedia may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf.

(a) Hosting

You agree that support is part of your hosting fee; therefore support for accounts with past due invoices will be suspended until the account is settled. Docavedia reserves the right to terminate any hosting services that are more than thirty (30) days past due. If You wish to reinstate hosting after termination You agree to pay additional reasonable service fees. As part of reinstatement You agree to pay for hosting services from the date the hosting package originally expired. In the event You terminate Your usage, Docavedia will not refund any amounts You have paid.

Docavedia may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

9. FEES AND PAYMENT. (cont.)

(b) Domain Name Registration

You agree to pay Docavedia for domain names registered by Docavedia on your behalf thirty (30) days before the domain name expires in order to renew them. You further agree that Docavedia may charge You additional penalty fees for domain names being renewed after the expiration date. In addition, You relinquish any and all rights of said domain name to Docavedia if payment for the domain name is more than thirty (30) days past due.

You agree that all domain registration and transfer fees are NON-REFUNDABLE.

(c) Development and Design

You agree to pay Docavedia for any development the full amount written in Docavedia's proposal to you in the terms that follow:

Forty percent (40%) due upon acceptance of proposal and order to proceed with work by You.

Sixty percent (60%) due upon approval of the deliverable as presented to You by Docavedia.

You agree to pay additional hourly fees for any work Docavedia must perform to meet final approval by You that was not outlined in the accepted proposal at time of order to proceed with work. You further agree that any deviation and/or additions to the accepted proposal will cancel any previous delivery dates and may cause the project to be placed on hold by Docavedia. Docavedia reserves to the right to recant on projects where You and Docavedia can not agree on a scope of work. No refunds will be issued by Docavedia to You for work already performed at time of project resignation.

10. REPRESENTATIONS AND WARRANTIES.

You, or the individuals who electronically execute this Agreement on behalf of You hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that You are eighteen (18) years of age or older, or that You have an agent authorized by law to represent You who is eighteen (18) years of age or older who is entering into this Agreement on Your behalf. You warrant that each action You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.

Docavedia expressly reserves the right to deny, cancel or transfer any domain name registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Docavedia, as well as its affiliates, subsidiaries, officers, directors and employees. Docavedia also reserves the right to freeze a domain name during resolution of a dispute.

11. LIMITATION OF LIABILITY.

In no event shall Docavedia be liable to you or any other person for any indirect, incidental, consequential, special, exemplary or punitive damages, including loss of profit or goodwill, for any matter, whether such liability is asserted on the basis of contract, tort (including negligence), breach of warranties, either express or implied, any breach of this agreement or its incorporated agreements and policies your inability to use the software or services, your loss of data or files or otherwise, even if docavedia has been advised of the possibility of such damages.

12. DISCLAIMER OF WARRANTIES.

Docavedia expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Such services are provided on an "as is" and "as available" basis. Docavedia makes no warranty that its services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects will be corrected.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Docavedia and its employees, officers, directors, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to Your (including Your agents affiliates, or anyone using Your account, software or services with Docavedia whether or not on Your behalf, and whether or not with Your permission) use of the Software or Services You purchased from Docavedia or Your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold Docavedia harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets.

14. NOTICES.

You agree that all notices (except for notices concerning breach of this Agreement) from Docavedia to You may be posted on Docavedia's web site. Notices concerning breach will be sent either to the email or postal address You have on file with Docavedia. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to Docavedia shall be made either by email, or sent to the address provided on the Docavedia web site.

15. FORCE MAJEURE.

Docavedia will make every effort to keep its web site and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Docavedia liable for any of the consequences of such interruptions.

16. CONTACT INFORMATION.

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