

ACCEPTABLE USE POLICY

One Click Technology Group, LLC (hereinafter "OCTG"), with a mailing address of P.O. Box 310, Twinsburg, OH 44087, an Ohio based Limited Liability Company, provides Technology Services, Software, Cloud Services and Digital Marketing Services to its customers. OCTG has certain legal and ethical responsibilities regarding the use of its servers and equipment involved in these services.

1. General

One of OCTG's business practices is to act as a provider of Internet presence ("WEB HOSTING"), which supplies the means to allow your company to share your WEB SITE(s) over the internet. OCTG provides the hardware, software, and the connection to the internet (collectively referred to as, "SYSTEMS"), and is essentially leasing a portion of our systems to your company. OCTG applies charges for, but not limited to, disk space used, web visitor traffic, bandwidth, web mail access, system resources, etc.

This policy sets forth our detailed regulations of acceptable use of OCTG SYSTEMS for WEB HOSTING. Unacceptable use or violation of state/federal law will not be tolerated and OCTG will be the sole arbiter as to what constitutes a violation.

Unacceptable uses include, but are NOT limited to: bulk email, unsolicited email, newsgroup spamming, forum spamming, sexually explicit pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by OCTG to be unacceptable use of OCTG' services including abuse of server resources.

2. Prohibited System Use

Any attempt to undermine or cause physical or technical harm to a server, service, or customer of OCTG.

Any unauthorized use of other people's accounts, computers, email, or other systems. OCTG will strongly react to any use or attempted use of an account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security scanning etc.

Any unauthorized use of bots, automated clients, IRC spam services, and other automatic applications on shared servers without the expressed written approval from OCTG.

Any WEB HOSTING account that, 1) includes the following content, or 2) which have links to the following content, or 3) providing such material that is grossly offensive to the web community, including but not limited to:

- Blatant expressions of prejudice, bigotry, racism, or hatred;
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual, or advocating terrorist activities;
- Overtly displaying material containing obscene nudity, exploitation of children under 18 years of age, or pornographic material that is considered grossly offensive to the web community;
- Displaying material that acts of trademark, patent, trade secret or other intellectual property infringement including but not limited to offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs copyrighted music, copyrighted images; copyrighted texts, etc;
- Promoting illegal activities and activities harmful to computers, data, software or networks including but not limited to hacker activities, virus creation and distribution, denial of services attacks, email bombs etc;
- Promoting or soliciting for participation in multilevel marketing or pyramid schemes;

- Gathering, promoting, or displaying personally identifiable, protected health, or other confidential information for unlawful purpose and illegal activity;
- Displaying material that may cause irreparable damage to OCTG and/or its affiliates.

To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through a OCTG account, re-mailer, or otherwise through an OCTG service or using an OCTG account as a mail-drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect an OCTG service is strictly prohibited.

3. Traffic & Bandwidth Abuse

COLOCATION BANDWIDTH SERVICE. Customers that utilize our co-location services will be billed, monitored, and adjusted based on direct switch reports.

DEDICATED SERVER BANDWIDTH SERVICE. Customers that have purchased a dedicated server will be billed, monitored, and adjusted based on direct switch reports.

UNLIMITED BANDWIDTH SERVICE. Customers that have purchased our unlimited web traffic, or bandwidth package, must abide by the following: The intention of OCTG is to provide a large space to serve web documents, not an offsite storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on an OCTG server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are in violation of this policy. Any customer of this service that is abusing either space/site transfer will be notified and given forty-eight (48) hours to remedy the violation. If the violation is not resolved within the allotted period, OCTG will look to remedy the problem pursuant to the terms outlined herein.

METERED BANDWIDTH SERVICE. Customers that have purchased our metered web traffic, shared hosting, or similar bandwidth package(s), agree that they will receive a specified amount of bandwidth per month. Customers must abide by the following: traffic will go unmonitored until you reach the amount of traffic-quota allocated to your specific web hosting plan contract. Thereafter, a bandwidth overage cost of \$10.00/1GB per month will be billed to your account.

4. Unsolicited E-Mail Abuse

OUR POLICY. Unsolicited commercial advertisements ("SPAM") are not allowed to be sent or manipulated through OCTG systems, and 1) will likely result in a swift account cancellation, and 2) will likely cost you a great amount of money. OCTG takes a ZERO-TOLERANCE APPROACH TO SPAM originating from our servers or for spam advertising of domains hosted on our servers. We will charge the compromised account up to \$10.00 per unsolicited email message sent.

PROHIBITED E-MAIL USE. The following activities are not allowed:

General. Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.

Unsolicited bulk or commercial messages ("spam"). Includes but is not limited to bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain. Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.

Spamming Newsgroups. Commercial advertisements are unwelcomed in most discussion groups and on most e-mail mailing lists. To post ten (12) or more consecutive messages similar in content to newsgroups, forums, email mailing lists, or other similar groups or lists is prohibited. Inappropriate

posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not.

Outgoing Mail Server ("SmtP"). We prohibit more than 5000 pieces of e-mail per day sent from a hosting account on our systems. If you do send more than 5000 pieces of e-mail per day, your account will be placed on hold for network abuse and violation of this policy. If you are sending legitimate e-mails and they total more than 5000 per day your account will need to be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged additional fees if your account is moved to this server. Please contact OCTG to have your domain moved.

Miscellaneous. If you use the services of another provider to promote a web site hosted by or through OCTG ("spamvertising"), then the provisions of this policy shall apply as if the spam were sent through our servers.

5. Scripts & Application Code

Each web hosting account comes with its own CGI-BIN, and per request to OCTG, you may install executable applications at the discretion of OCTG. You are free to use any scripts you wish; however, we reserve the right to disable any script that negatively effects normal server operation, security, or performance without warning.

6. Chat Rooms

We do not allow clients to install their own chat room applications within a OCTG shared hosting account. Most chat rooms applications tend to use extreme system resources and, in most cases,, we cannot allow it as an account option. Please request authorization before installation of a Chat Room Application.

7. Intellectual Property Rights

Material accessible to you through OCTG services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use OCTG or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the OCTG network. If you use a domain name in connection with OCTG or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

8. Network Security

Customers may not use the OCTG network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. OCTG will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

9. Electronic Commerce (E-Commerce)

Assumption of Risk. You will be solely responsible for the development, operation, and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

Responsibility. You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

PCI Compliance. The Payment Card Industry (PCI) Data Security Standard was created to add an additional level of protection for consumers by ensuring that merchants meet minimum levels of security when they store, process and transmit cardholder data. All E-Commerce websites hosted by OCTG must comply with all of the minimum requirement levels of the PCI standard. For assistance with PCI please contact OCTG.

10. Static / Dynamic Content

Caching You expressly (1) grant to OCTG a license to cache the entirety of your Web Site during the term of your hosting contract, including content supplied by third parties, hosted by OCTG under this Agreement and (2) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

11. IP Address Ownership

OCTG shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by OCTG and OCTG reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

12. Domain Name Ownership & Registration

Customer agrees to pay OCTG prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the OCTG price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. OCTG reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee and have confirmed Customer's registration in an email from OCTG to the email address indicated in Customer's registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by OCTG) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to OCTG as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. OCTG will reinstate Customer's domain name registration solely at OCTG discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

13. Restrictions & Rights

Restrictions

Client agrees that it will NOT, directly or indirectly (and it will not allow others to, or act on their behalf):

- Copy the Software, except as is necessary to install on Hardware and for internal, archival purposes. In the event Client makes any copies of the Software, Client shall reproduce all proprietary notices on such topics
- Reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from the Software
- Sell, lease, license, transfer, give possession of, or sublicense the Software or the documentation to others
- Write or develop any derivative or other software programs, based, in whole or in part, upon the Software.

Proprietary Rights

Client shall not have any right, title, or interest in the Software, Hardware, documentation, or any copyrights, patents, trademarks, trade secrets and any other proprietary rights embodied or used in connection therewith, except for the limited license mentioned in above paragraphs.

Proprietary Rights of Client

As between Client and OCTG, Client Content shall remain the sole and exclusive property of the Client, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Client hereby grants OCTG a non-exclusive, worldwide, royalty-free license for the term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

14. Payment

General: All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. Any account not brought current within ten (10) days notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies OCTG to terminate services. All payment is in U.S. currency. OCTG will bill each client \$35.00 per returned check, per wire transfer received and per credit card chargeback received. All OCTG accounts are setup on monthly billing cycles. Your account will automatically renew at this length. Contact the billing department at OCTG should you have any questions.

Any unpaid balances are subject to a daily compounding rate of interest set for at 0.50%. All fees that have not been timely paid may be sent by OCTG to a collection agency. Client agrees to be responsible for paying all costs of collection, including but not limited to reasonable attorney's fees and were lawful, collection agency fees.

Credit Cards: The Client may pay fees by Visa, MasterCard and American Express. Due to the nature in which American Express is processed and the fees incurred by OCTG, Client will be assessed a processing fee for all payments using American Express at the rate of 3.00% for each separate transaction. Payment by Credit Card includes the authorization to charge all future recurring fees and charges to the Credit Card on file with OCTG. Credit Card Payments shall be processed five (5) days prior to the Payment Due Date.

If Client's Credit Card is denied, for any reason, Client will be sent a notice by e-mail. If payment has not been received and OCTG has exhausted all measures in cooperation with Client, Client shall be sent a Suspension of Services e-mail which will grant Client fifteen (15) days to make payment. OCTG, at such time until full payment has been received, may suspend Services to Client until full payment has been rendered in addition to a \$25.00 re-activation fee.

Overages: Any service overage costs accumulated during a specified month will be billed as a separate invoice to your standard cycle. This invoice is your first notice, and you will have ten (10) business days from the invoice delivery date to pay the total overage charge. If you opt to not pay these charges, your WEB CONTENT will be disabled fifteen (15) days from the invoice delivery date.

Pricing Dispute: Client must notify OCTG in writing of any disputed charges within 30 days of the date of the billing for charges in question. If the Client fails to notify OCTG within the defined period, Client waives dispute on amounts questioned either directly or indirectly or as a set-off, recoupment or defense in any action or efforts to collect amounts due to OCTG.

Suspension of Services: Failure of Client to fully pay any fees when due may be deemed a material breach of this Agreement justifying suspension of the performance of Services to Client at OCTG's sole option. Any such suspension of Services does not relieve Client from the obligation to pay all amounts due to OCTG under this Agreement for the remainder of the Client's Term. In the event of a suspension of Services and upon re-activation request by Client, Client shall pay OCTG a \$25.00 re-activation fee in addition to full payment of the outstanding balance due. Reactivation of services will only be performed during OCTG's regular business hours: Monday – Friday, 0800 – 1700 hours EST. This shall exclude Holidays.

Data Preservation: In the event of a suspension by us of your access to any Service for any reason other than for cause suspension as listed in prohibitions of this Agreement, during the period of suspension, (i) we will not take any action to intentionally erase any of your data stored on the Services and (ii) applicable Service data storage charges will continue to accrue.

In the event of any termination by us of any Service or any set of Services, or termination of this Agreement in its entirety, other than a for cause termination as listed in prohibitions of this Agreement, (i) we will not take any action to intentionally erase any of your data stored on the Services for a period of thirty (30) days after the effective date of termination; and (ii) your post termination retrieval of data stored on the Services will be conditioned on your payment of Service data storage charges for the period following termination, payment in full of any other amounts due us, and your compliance with terms and conditions we may establish with respect to such data retrieval.

If violations of prohibitions of this Agreement exist, we shall have no obligation to continue to store your data during any period of suspension or termination or to permit you to retrieve the same.

Taxes: Fees are exclusive of any and all sales, use, value added, excise, transfer, privilege, duty, and any other taxes or duties, whether international, national, state or local, however designated or assessed with respect to the Services provided under this Agreement; excluding income taxes on profits which may be levied against OCTG.

Grant of Rights: OCTG reserves the right to modify prices at any time, unless other written terms have been agreed upon between the CLIENT and OCTG. Further, by signed acknowledgement of the Project Scope Proposal submitted by OCTG to CLIENT prior to the engagement of an agreement which outlines the price plan for services to be rendered, CLIENT agrees that all monthly and annual fees will be charged respectively without formal written documentation as an assumed Monthly Service Charge.

15. Cancellation

Cancellation. OCTG reserves the right to, at any time, deny, suspend, discontinue, or cancel service to anyone who violates our policies, terms, or conditions. Any violation of OCTG policy or violation of any

local, state, or federal law will result in the cancellation of your account without compensation and may incur criminal or civil liability.

Refunds. No refunds of fees will be made if account termination is due to violation of the terms outlined herein.

Additional Fees. Cancelled services which result in extra costs to OCTG will be billed to the customer accordingly and within 15 Days of the cancellation date (i.e., transfer, bandwidth, storage, spam, time & materials, etc.).

16. Lawful Purpose

OCTG reserves the right to refuse service to anyone. Customers may only use OCTG servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of OCTG. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in The State of Ohio, Summit County and any dispute will be litigated or arbitrated in The State of Ohio Summit County. Defendants further waive all objections to venue and acknowledge that any suit or proceeding arising out of or relating to this Agreement may be instituted and maintained in the state courts of Summit County, Ohio which shall have exclusive jurisdiction and venue over any lawsuit between the parties. IN NO EVENT SHALL OCTG MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

17. Indemnification

Customer agrees that it shall defend, indemnify, save and hold OCTG harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against OCTG, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless OCTG against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with OCTG server(s); (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from OCTG server(s).

18. Disclaimer

OCTG will not be responsible for any damages your business may suffer. OCTG makes no warranties of any kind, expressed or implied for services we provide. OCTG disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by OCTG and its employees. OCTG reserves the right to revise its policies at any time. All sub-networks, resellers and dedicated servers of OCTG must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate account deactivation.