

## 1. Description of Services

Subject to Preciseview Technologies acceptance of Your registration (your registration consists of payment) and Your compliance with the terms and conditions of this Agreement, Preciseview will provide You with the following service (the "Web Host/Application Development Services"):

- (a) Preciseview Technologies will establish one (1) online web site and email domain account in Your name on the Preciseview Technologies servers (the "Account");
- (b) Preciseview Technologies will initially allow you to store up to a total of 1000 megabytes of data files in your Account;
- (c) Preciseview Technologies will allow You to retrieve emails from Your Email Domain Account;
- (d) If sub-accounts are created by the main account holder, the main account holder is responsible for all the actions arising from the sub-account holders, and will make sure that all the terms and conditions described here are adhered to by the sub-account holders
- (e) In Your use of the Service, you are responsible for providing the following:
  - (i) all equipment, such as a computer and modem, necessary to access the World Wide Web;
  - (ii) Your own access to the World Wide Web;
  - (iii) payment of all telephone or other fees associated with such access.
- (f) You may send and receive up to 15 MB of data per email. This includes and is not limited to attachments, HTML, and the email itself. We (Preciseview Technologies) may make adjustments as necessary to ensure all customers receive the highest level of bandwidth.

Please note Preciseview Technologies provides an extensive range of services. It is possible that one or more of these services may not be available at certain times. Please contact us or check your email for status of services. Preciseview Technology will contact all registered users when an outage will exceed 2 hours.

## 2. Conditions of Use

You are solely responsible for the content of all data You store or retrieve from, or attempt to store or retrieve from, Your email Account and for all transmissions by You from and to Your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You will:

- (a) Not use the Service for any illegal purposes;
- (b) Not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; (v) any Windows temporary files of any kind (including, without limitation, any \*.p or ~\*. \* files); or (vi) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features;
- (c) Comply with United States and other applicable law regarding the exportation and re-exportation of any data or other materials from the United States or other jurisdictions through the Service;
- (d) Not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which You access and use the Service;
- (e) Comply with all regulations, policies and procedures of networks through which You access and use the Service;
- (f) Not access or attempt to access any Service account for which You have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account
- (g) Not use sharing features in a way that amounts to 'publishing' and restrict the use of sharing features to share data between friends, colleagues and business partners, in a very limited sense
- (h) Preciseview service should not be used to sell digital content to others. It is not a media for dissemination of digital content for commercial purposes.

Preciseview Technologies may use automated procedures to detect unacceptable level of usage and may immediately disable offending accounts, and the process of detection may vary from time to time, based on misuse detected. Preciseview Technologies is NOT a service for storing and disseminating large amounts of data to large number of recipients. It is an email service. Preciseview Technologies is not responsible for any business interruptions that may be caused due to this process.

Any link(s) provided through a web site or a mass email to download/upload files stored at Preciseview Technologies Accounts is completely unacceptable and would be considered as violation of terms as per the (g) clause mentioned above.

## 3. Registration Information/Credit Card Charges

You will promptly notify Preciseview Technologies of any change in the information You provide on Your registration form during Your registration for the Service (including, without limitation, any change in Your mailing address, telephone numbers or email address). The registration information provided by You on Your registration form during Your registration for the Service, together with any and all updates provided by You from time to time under this paragraph, is referred to in this Agreement as the "Registration Information." Preciseview Technologies's policy regarding the privacy and use of the Registration Information is set forth in Preciseview Technologies's privacy policy, as the same may be modified and amended by Preciseview Technologies from time to time (the "Privacy Policy"). When You accept this Agreement, You acknowledge that You agree to the terms of the Privacy Policy.

You authorize a recurring annual charge in exchange for use of the Preciseview Technologies service as indicated by published standard plans or a customized quote provided for your specific use. You also agree that the enrollment for the next service period is automatic. Please note that refunds are issue within the first 30 days your account is setup. No refunds will be given after the initial 30-day period.

### **3a. Use of IP Addresses**

An IP address is a number that's automatically assigned to your computer whenever you're surfing the Web. Preciseview Technologies may collect IP addresses for the purposes of system administration, to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, customers, or others. Some services and Emails sent from Preciseview Technologies, such as registration related, may display IP addresses along with the message.

### **3b. Registration of Domain Names**

We Preciseview Technologies will create a (One or More URLs or domain names for our customers). All URLs are locked upon creation. This prevents anyone from updating said URL information. Locks are placed on user domains that have agreed to have web sites created, store fronts setup, or customer software built. Once full payment is provided to US Preciseview Technologies the said lock will be removed upon written authorization of the account holder or domain owner of the application. At no time will locks be removed until all payment are received. If the customer chooses Us Preciseview Technologies to renew said URLs a lock will be place on that URL until full reimbursement is received from the account holder.

## **4. Account and Password**

After You accept this Agreement and Your registration has been accepted by Preciseview Technologies, You will receive an email, on activation of which Your Account will be established. You are solely responsible for any consequences arising out of Your failure to maintain the confidentiality of Your Password. You will notify Preciseview Technologies of any unauthorized use or other breach in security of Your Account immediately after You learn of the same.

## **5. Security of Stored Data and Files**

Preciseview Technologies will endeavor to restrict access to the data and files You store or retrieve from Your Account to persons accessing such data and files through use of Your Account or Password. However, it may be necessary to access users accounts for support requirements. It may also be necessary to access users accounts to verify that the accounts are not being misused, especially with respect to digital copyright laws and resource misuse checks including bandwidth.

## **6. Content of Stored Data and Files**

You are solely responsible for

- (a) Obtaining sufficient rights to the content of all data and files stored by You on Preciseview Technologies's servers
- (b) Ensuring that such content does not include any of the items listed in paragraph 2(b) above. Preciseview Technologies normally does not review, inspect, edit or monitor any content, data or files stored by You or any other user of the Service, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. However, if Preciseview Technologies has suspicion that an account is being used for storage and distribution of any illegal material such as copyrighted content, Preciseview Technologies reserves the right to examine the content of the online storage and backup account. Preciseview Technologies reserves the right to refuse, remove or disable access to any data or files stored on Preciseview Technologies's servers with immediate effect that Preciseview Technologies learns may be illegal, may violate the terms of paragraph 2 above, may violate the rights of any third party or otherwise may be reasonably objectionable.

### **6a. Backups of your data**

Preciseview Technologies maintains daily backups of data (email and web data) to recover from any software/hardware failures. Multiple snapshots of your data at different times may be maintained online. Customers should not store email data on our (Preciseview) servers. All data should be downloaded to his or her home or office computer for safe keeping.

## **7. Disclaimer of Warranties**

The transmission, storage, viewing, and retrieval of data, files, web sites, and emails through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRECISEVIEW TECHNOLOGIES, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS,

EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). PLEASE NOTE THAT YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. PRECISEVIEW TECHNOLOGIES MAKES NO REPRESENTATION OR WARRANTY:

- (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS;
- (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE;
- (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED;
- (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED;
- (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU RETRIEVE THROUGH THE USE OF THE SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

## **8. Limitations of Liability**

IN NO EVENT SHALL PRECISEVIEW TECHNOLOGIES OR ITS ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN.

## **9. Indemnification**

You will defend, indemnify and hold Preciseview Technologies, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of

- (a) Your use of Your Account and the Service
- (b) Any data files, emails, web sites and content stored by You in Your Account and otherwise on the Preciseview Technologies servers
- (c) Any violation of this Agreement by You.

## **10. Termination**

Either you or Preciseview Technologies may terminate this Agreement with or without cause at any time by giving notice of such termination to the other in the manner described in paragraph 11 below. Further, if Preciseview Technologies believes that You have violated Your obligations under this Agreement, Preciseview Technologies may, at its option and in addition to its other remedies, immediately and without notice, suspend Your Account, remove and destroy data and files stored by You on Preciseview Technologies's servers and/or terminate this Agreement. Preciseview Technologies will not be liable to You or any third party for any suspension or termination of Your Account or the Service. Should You object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, Your only recourse is to immediately:

- (a) Discontinue use of the Service;
- (b) Terminate this Agreement;
- (c) Notify Preciseview Technologies of such termination. Upon any termination of this Agreement, Preciseview Technologies will remove your stored data files from main storage and archives within five (5) -day periods from termination notice. Paragraphs 7, 8, 9, 10, 11, 12, 13 and 14 of this Agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

## **11. Notices**

Any notice under this Agreement given by Preciseview Technologies to You will be deemed to be properly given if sent by email to Your email address as set forth in the Registration Information, or by a startup screen that starts before Your next use of the Service or by written communication mailed by first class U.S. mail to Your address on record in the Registration Information or by a display about the changed information in the agreement on the index page if the change is generic. It is important that you maintain a correct working email id and update it if necessary to be able to receive Preciseview Technologies's communication. Any notice under this Agreement given by You to Preciseview Technologies will be deemed to be properly given if received by email sent to Preciseview Technologies' Customer Service at support@Preciseview.com Technologies.com. Sending an email to support@Preciseview.com Technologies.com for cancellation is not considered as a cancellation notice for security reasons. On successful cancellation of account by the user, or by Preciseview Technologies due to various reasons including non-payment for the services, user data files will be removed within five (5) -day periods from cancellation date from main storage as well as archives.

## **12. Severability**

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then

- (a) Such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and

(b) Such invalidity or unenforceability will not affect any other provision of this Agreement.

### **13. Modifications to this Agreement**

Preciseview Technologies may change the terms and conditions of this Agreement from time to time. Upon any such change, Preciseview Technologies will notify You of such change in accordance with paragraph 11 above and post an updated version of this Agreement on the Preciseview Technologies' Preciseview Technologies website located at <http://www.Preciseview.com>. Your use of any Services not limited to Email, web hosting, web design, and application hosting after such notification will constitute Your acceptance of such changed terms and conditions.

### **14. Miscellaneous**

Your right to use the Service is personal to You, and You will not assign any of Your rights, obligations or interest in this Agreement or Your Account. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Preciseview Technologies's failure to insist upon or enforce strict performance of any provision or right of this Agreement will not be construed as a waiver of any provision or right. This Agreement will be governed by the laws of the State of Michigan, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You consent to the venue and exclusive jurisdiction of the state and federal courts located in Oakland County, Michigan, U.S.A., with regard to any claim arising under or otherwise occurring by reason of this Agreement or Your use of the Service or Your Account. You will commence any claim or cause of action arising under or otherwise occurring by reason of this Agreement within one (1) month after the claim or cause of action arises or such claim or cause of action is forever barred. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.

### **15. Store Fronts or e-Commerce sites hosted and created by Preciseview Technologies**

We at Preciseview Technologies reserve the right to determinate your store or e-Commerce site with a 30 day email notice. We are not responsible for credit card numbers you choose to store in your store and the personal information. We encourage all customers to use out site vendors such as and not limited to Versisign to process credit card charges.

We at Preciseview do our very best to secure your store using SSL and daily database monitoring and backups. It is your responsibility to process your orders and complete all transactions. If at anytime we find that you or your broker are utilizing a store hosted by PreciseviewTech to sell or solicit hate items, sex, or any other item we deem inappropriate, your store will be shut down with out notice.

You as a store owner are responsible for renewing your URL's, SSL certs if any and all software you have purchased per the agreement you established at the time of sales.

We at PreciseviewTech are not responsible for any losses incurred during outage of the web servers, database servers or email servers.

We are PreciseviewTech will for a price manage your store for you at the rate of 25.00 to 50.00 dollars an hour. We will also modify images and other items related to your store for an agreed price.

If you do not plan to renew your store or e-Commerce site you are required to email us PreciseviewTech at [sales@preciseview.com](mailto:sales@preciseview.com) within 30days of renewal. If we do not receive that email within the 30day window you will be charged for the full years hosting fee.

We at PreciseviewTech do not provide refunds partial or full for any reason.

All stores belong to Preciseview Technologies and are not the property of the user or customer we customize the store for. The store may be purchased for the going rate that is stated by the vendor of which we purchase the store from. We simply update and customize out of the box software.

### **16. Refunds of any Kind**

PreciseviewTech will not provide any refunds of any sort for work performed. If you are not satisfied with the work or site you have purchased please work with use to remedy the issue. Absolutely no refunds partial or full will be given.