



## Ty7 Service Agreement

**This is a service agreement between (a) Ty7 Web Hosting & staff here after referred to as (Ty7) and (b) you here after referred to as (Customer). Ty7 agrees to provide the following services as stated bellow.**

**1. INTRODUCTION.** In this Service Agreement ("Agreement"), Between \_\_\_\_\_ and its associates referred to as "customer", "you" and Ty7 Web Hosting and Staff referred to collectively to as "Ty7", "us". This Agreement explains our obligations to you, and your obligations to us in relation to the Web Design and Interactive service(s) you purchase, here after referred to as services. By purchasing or otherwise applying for Web Design service(s), you agree to establish an account with us for such services.

When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Web Design service(s) or to modify or cancel your service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, Web Hosting, Web Design, Logo Design) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in San Diego, California, the location of our principal places of business.

Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Ty7 Web Services, LLC. as a contact for your account and/or any of the services in your

account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

**2. VARIOUS SERVICES.** Sections 1 through 14 applies to any and all Web Design services that you purchase. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the Ty7 services referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 14 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable Web Design service.

**IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase services from us that are sold together as a "bundled" package (e.g., you select a Web Design package that includes both a Web Hosting and Web Design, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all Web Design services provided as part of the bundled package. Please see Section 10(d) of this Agreement for more information. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by Ty7 in its sole discretion. These services may be controlled by separate User Agreements and while we will extend efforts make these available to you, we hold no responsibility for any changes, updates, cancellations of such services. Any documentation concerning these services or products are provided as a courtesy and in no way imply any responsibility held in on our behalf for the currentness of such documents.

**3. FEES, PAYMENT AND TERM OF SERVICE.** As consideration for the services you purchased, you agree to pay Ty7 the applicable service(s) fees set forth in this contract at the time of your selection, or, if applicable, upon receipt of your invoice from Ty7. **All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement.** Ty7's services are effective for an initial term stated with in the service terms agreed upon in this contract and are renewable thereafter for successive terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service.

All payments of fees for Web Design services shall be made in U.S. dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Ty7 services. Ty7 may use digital payment services to collect this amount and you agree to ensure that funds are available each month for this service. In the case of a monthly fee, Ty7 reserves the right to require you to set up a guaranteed or recurring payment through this service. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. Ty7 also reserves the right to terminate, suspend or partially suspend any service that is available to you if your account is not in good standing. Ty7 will not be held liable for any loss of content or damage caused due to the implementation this measure.

**4. UPDATE SERVICE.** Some bundled packages include updates services provided by Ty7. In this case you will be entitled to three months (90 days) of updates to your web design directly following its date of completion unless otherwise stated in writing. These updates must be equal to or less than 10% of the cost of the initially paid service. Any service that is projected to exceed this cost will be

conducted at the discretion of Ty7 Services. Any service requested after the three month window has elapsed will be considered a revision of services and will then be subject to full fees, payments and terms of service.

Updates will not be made available if your account is not held in good standing (e.g. Late payments, Partial Payments, etc.) or if you are in violation of any other portion of this agreement. It is possible that an updated web service will include elements effected by separate Terms of Service and such will be available to you via the Ty7 site. You agree to be responsible for any updates requested and those requested on your behalf.

**5. ACCURATE INFORMATION.** You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Ty7 (itself or through its third party service providers) is authorized, but not obligated, to use Coding Accuracy Support System (CASS) certified software and/or the National Change of Address program (and/or such other systems or programs as may be recognized by the United States Postal Service or other international postal authority for updating and/or standardizing address information) to change any address information associated with your account (e.g., registrant address, billing contact address, etc.), and you agree that Ty7 may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

**6. PRIVACY.** Our privacy statement. Ty7 will not disclose any personal information to other third parties outside the duties of this contract. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto.

We may use your name, domain or IP address, images (also referred to as “screenshots”) or statements as part of our advertising to promotional efforts. We will make efforts to inform you of such use but are not required to and hold no responsibility for any misuse by third parties who acquire this data.

We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them.

You further agree to provide such notice and obtain such consent with regard to any third party

personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

**7. INDEMNITY.** You agree to release, indemnify, defend and hold harmless Ty7 Services and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) Ty7 services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Ty7 Services, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Ty7 Services services, or (g) any information, material, or services available on your licensed Ty7 Services Web Site .

When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Ty7 services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

**8. REFUNDS.** Ty7 prides itself on supplying you with the best product possible. We will work with you within all reasonable means to ensure your satisfaction. Due to the nature of the Internet and the forms of services we offer, unless otherwise noted refunds will not be extended.

## **9. TERMINATION.**

a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to Ty7 Services for any reason.

b. By Us. We may terminate this Agreement or any part of the Ty7 services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated any of our policies, and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

c. Effect of Termination. Except as otherwise expressly set forth, Ty7 will cease charging you, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Ty7, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in

the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Ty7 incurs in closing your account. You agree to pay any and all costs incurred by Ty7 in enforcing your compliance with this Section. Upon termination, any products furnished to the customer are the sole property of the customer. Unfinished products remain the property of Ty7, and are not required to be furnished or completed unless expressed by the customer under the conditions of termination of this agreement. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the Ty7 site, if applicable. In addition to the terms set forth herein, certain Ty7 services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. Effect of Termination of Bundled Services. In addition to the terms set forth in subsection 10(c) above, if you purchase Ty7 services, which are sold together as part of a "bundled" package of services, any termination relating to such bundle will terminate all Ty7 services included in such bundle. Upon the effective date of termination, Ty7 will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services.

**10. MODIFICATIONS TO AGREEMENT.** Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part or all of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after promulgation and disclosure. The revision will be furnished to you by the fastest means possible (ie: E-mail, US Postal service, Web Site Post). You agree to review the revision upon receipt and confirm by responding in the most convenient mean possible. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use Ty7 services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web Site of a general informational nature. No employee, contractor, agent or representative of Ty7 is authorized to alter or amend the terms and conditions of this Agreement.

**11. ACCOUNT ACCESS.** To access or use Ty7 services or to modify your account, you may be required to establish an account and obtain a login name (also referred to as a "username"), account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

**12. ENTIRE AGREEMENT.** You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and Ty7 regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

**13. ASSIGNMENT AND RESALE.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without Ty7's prior express written consent.

**14. AGREEMENT TO BE BOUND.** By applying for any service(s) through our online application process or otherwise, or by using the service(s) provided by Ty7 Services under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

**Ty7 Web Services, LLC.**  
8521 Iverson St.  
San Diego, CA 92123  
1-888-897-7483

NAME

ADDRESS

PHONE

EMAIL

SIGN