

TERMS AND CONDITIONS

YOU MUST READ AND ACCEPT THESE TERMS AND CONDITIONS BEFORE USING ANY COMPLETE WEBSITE PRODUCT OR SERVICE. YOU ACCEPT THESE TERMS AND CONDITIONS WHEN YOU USE OR ATTEMPT TO USE THE SERVICES IN ANY WAY, OR OTHERWISE SIGN ANY CONTRACT FOR THE SERVICES WITH SELLER VIA ANY MEANS.

Definitions. “Buyer” and “you” mean the person purchasing the COMPLETE WEBSITE’s services (hereafter, the Services), and “Seller” means COMPLETE WEBSITE. The term “Party” refers to either Buyer or Seller, both of which together are referred to as “Parties.”

Modifications. Seller may modify these Terms and Conditions at its sole discretion, and shall give you notice of any material changes, and may give you notice of non-material changes, by posting such on its website, by mail or email to your billing or email address of record, or through other means reasonably calculated to reach you. Your continued use of the Services after receiving notice of these changes will constitute your acceptance of these changes. If a change has a material adverse effect on the Services, you are permitted to send Seller, within 30 days after the effective date of the change, a written notice that specifically advises Seller you wish to cancel the Services you identify in the notice because of that material change to the Agreement. In the event of such a termination, you will remain liable for past fees and charges, but not for future recurring fees for any monthly period that begins after Seller’s receipt of your written notice.

Privacy. As appropriate, you authorize Seller to make inquiries and to receive information about your credit history from others and to use that information in its decisions regarding provision of the Service to you. Seller may disclose your information and content to law enforcement authorities, its affiliates, successors and assigns to comply with law or to protect its interests and the interests of its customers. The Parties agree to the terms of Seller’s Privacy Policy posted on www.mycompletewebsite.com, which is made a part of these Terms and Conditions. You must read and accept that Privacy Policy before accepting these Terms and Conditions and using the Services. That Privacy Policy is expressly incorporated in these Terms and Conditions, and your acceptance of these Terms and Conditions includes acceptance of that Privacy Policy.

Restrictions on Use. Seller grants to you a limited, nonexclusive, nontransferable and non-assignable license to use content, products and programs that it may provide to you as part of the Services. You must not access or use the Services for any other purpose. You must not copy, reproduce, republish, resell, transfer, post, transmit, distribute, or disclose the Services in any manner, except that you may download one copy of the Services (as appropriate, based upon Service) on any single computer for your personal use to access and utilize the Services, provided you keep intact all copyright and other proprietary notices. The Services constitute confidential and proprietary information of Seller and its licensors, and contain trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Services, including associated intellectual property rights, are and shall remain with Seller and its licensors. Seller may delete or modify the Services at its sole discretion.

If Seller provides you any web hosting services or storage for any content, Seller may place limitations on server usage or the storage area, and may delete content at its sole discretion, but Seller will give you notice before deleting such content. Seller’s network may, with or without notice, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance or equipment failure, natural disasters, acts of God or human error, and Seller shall not be liable to you for such outages or downtime.

Third-Party Materials and Conduct. You expressly release Seller from any responsibility or liability for any content, act or omission of any third-party. In your use of the Services, you may encounter materials from third-parties or links to third-party websites. The inclusion of these materials and links are not: (a) an endorsement by Seller of these third-parties, their materials or websites; (b) an acknowledgement of any relationship with such third-parties; or, (c) a warranty or representation of any kind regarding such materials or websites or their content. These materials and links are provided to you as a convenience and are not under the control or ownership of Seller. Seller is not responsible for them or for examining or evaluating their content and accuracy in any way.

Prohibited Practices/Non-Disparagement. You shall not use the Services or refer, or encourage others to refer, to them or Seller, its customers, owners, officers, directors, personnel, agents, representatives or affiliates in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, or that could cause

damage or adversely affect its customers, reputation, business, property, or Services in any manner.

You shall not make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass, criticize, damage or adversely affect Seller, its customers, owners, officers, directors, personnel, agents, representatives or affiliates. A statement or release of any information under this paragraph includes, but is not limited to, posting on Internet websites, bulletin boards, blogs, or discussion groups, and submissions to any publication.

Due to the difficulty of ascertaining the pecuniary amount of damages caused by any violation of this section, for each violation of this section, you shall pay Seller liquidated damages in an amount not less than ten times the initial and annual fees for all Services to which you have subscribed or will subscribe in the future. You agree that this is a reasonable estimate of harm to Seller.

Service Suspension & Termination. Seller may, without notice, suspend or terminate any Service at any time for any reason, including but not limited to: (a) your breach or suspected breach of these Terms and Conditions; (b) your use or suspected use of the Services in any manner inconsistent with these Terms and Conditions or Seller's policies; (c) your providing false, inaccurate, dated or unverifiable identification information, credit information, or other data in connection with your purchase or use of the Services; (d) your insolvency or bankruptcy; (e) your interference with Seller's operations; or (f) if Seller believes the action protects its interests or its customers' interests.

Buyer Payment Obligations. You agree to pay all fees and charges as specified by Seller in order to access the Services as well as all late fees, customer service fees, collection fees, and all state and federal sales, use, gross receipts, excise and other taxes and charges related to the Services. You shall provide Seller with valid identification and credit card account information for payment of all fees and charges, and you authorize Seller to automatically charge and collect such amounts from the credit card account(s) you have identified to Seller for such payments. If you want to designate a different credit card or if there is a change in your credit card information, you must give Seller the correct updated account information by emailing the seller at support@mycompletewebsite.com or by visiting its website at www.mycompletewebsite.com.

If Seller does not obtain payment in full by the date specified on your bill, Seller will have the right to charge you late payment and collection charges, including but

not limited to payments to collection agencies, up to the highest rate permissible by law. Following termination of the Services, except as provided in the Additional Cancellation Provisions below, you will remain liable for all amounts due on your account up to and including the monthly period in which the Services terminate, regardless of the circumstances and reason for such termination.

CANCELLATION NOTICE. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORMS FOR AN EXPLANATION OF THIS RIGHT.

Additional Cancellation Provisions. If you determine that you do not wish to use the Services, then you are permitted to cancel by emailing Seller at support@mycompletewebsite.com, and specifying the Services you want to cancel (see attached Notice of Cancellation forms). Termination will be effective upon Seller's receipt of your notice. No exception to these cancellation provisions will be made except as required by law.

IF SELLER RECEIVES YOUR CANCELLATION NOTICE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, THEN YOU WILL RECEIVE A FULL REFUND WITHIN TEN DAYS. IF CANCELLATION OCCURS AFTER THE THIRD BUSINESS DAY BUT BEFORE MIDNIGHT OF THE FIFTEENTH CALENDAR DAY AFTER THIS TRANSACTION, THEN SELLER SHALL DEDUCT FROM THE REFUND A 15% PROCESSING FEE; PLUS ADDITIONAL WEBSITE DEVELOPMNET COSTS AT THE RATE OF \$800 PER WEBSITE PAGE OR \$100 PER HOUR IF NO WEBSITE PAGE HAS BEEN COMPLETED IN FULL, BEFORE THE CANCELLATION WAS REQUESTED.

REFUNDS WILL BE ISSUED IN THE SAME FORM OF TENDER AS USED FOR ORIGINAL PURCHASE TRANSACTION.

Disclaimer of warranties. The Services are provided to you on an "as is" and "as available" basis without any representation or warranty, express or implied. Seller does not authorize anyone to make warranties or guarantees on its behalf. Seller does not warrant, represent, guarantee, or otherwise promise that the Services will meet your requirements, provide uninterrupted use, or operate as required without delay

or without error. Seller does not provide legal services or advice, and you acknowledge that you are not relying on the Services to satisfy your legal or business obligations or interests. You expressly agree that your use of the Services is at your sole risk. All representations and warranties of any kind, express or implied, including but not limited to any warranties of performance, title, non-infringement, fitness for a particular purpose or merchantability, are hereby disclaimed and excluded unless otherwise prohibited or restricted by law.

LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, RELATING TO OR ARISING FROM THESE TERMS AND CONDITIONS OR ANY ACT OR OMISSION RELATING TO THEM, OR THE SERVICES. TO THE EXTENT ALLOWED BY LAW, SELLER'S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIM OR JUDGMENT IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. THE LIMITATIONS OF THIS PARAGRAPH ALSO APPLY TO ANY CLAIM, JUDGMENT OR DEMAND MADE AGAINST SELLER'S OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND OTHER REPRESENTATIVES.

Indemnification. You shall indemnify and hold harmless Seller, its owners, officers, employees, affiliates, agents, and other representatives from and against any claims, judgments, demands or damages, including costs and reasonable attorneys fees, due to or arising out of: (a) your use of the Services; and/or (b) your breach of any provision of these Terms and Conditions or violation of applicable law or regulation or the rights of any third-party.

Dispute Resolution. The Parties each agree to attempt to resolve any Disputes solely through the following dispute resolution procedures. As used in this dispute resolution Agreement, the term "Dispute" means any dispute, claim, or controversy between you and Seller relating in any way to these Terms and Conditions or any aspect of your relationship with Seller, even if it arises after the Services have terminated or if it is brought against Seller's owners, officers, employees, affiliates, agents or other representatives.

Agreement to Arbitrate Disputes Instead Of Suing In Court. Prior to commencing arbitration or bringing any action or complaint in court or before another

governmental entity to address a Dispute, the Parties agree to provide each other a written description of the Dispute. If the Parties do not resolve such Dispute within forty-five (45) days thereafter, either party may submit the Dispute to binding arbitration before a single neutral arbitrator (the "Arbitration"). The Parties each agree to finally settle all Disputes only through arbitration or the other provisions of this dispute resolution agreement. In arbitration, there is no judge or jury and review of the arbitrator's decision is limited. Just as a court would, however, the arbitrator must honor the terms and limitations in these Terms and Conditions and can award the same damages and other relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

- (a) The party initiating the Arbitration shall select from the following arbitration organizations, and the Arbitration will be conducted pursuant to the organization's rules applicable to consumer claims: (1) American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org; or (2) the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405-0191, 1-800-474-2371, www.arbitration-forum.com.
- (b) The Parties are each responsible for their own respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the Arbitration. Seller will cover any arbitration administrative or filing fees up to a maximum of the equivalent court filing fees for a court action. The Arbitration will take place in the county of your last billing address unless the Parties agree otherwise.
- (c) **We each agree not to pursue arbitration on a classwide or representative basis. Any arbitration will be solely between you and Seller and will not be joined or otherwise consolidated with any other person's claim or arbitration. If for any reason the restrictions set forth in this paragraph are found unenforceable, then our agreement to arbitrate does not apply and our dispute must be brought in court.**
- (d) Notwithstanding the arbitration requirements of these Terms and Conditions, either you or Seller may bring claims against the other in small claims court provided that those claims are within the court's jurisdiction. In addition, you may file your

Dispute with, or otherwise petition for redress from, any federal, state, or local government agency that can seek relief against us on your behalf under the law. Either party may also bring suit in court to compel compliance with this dispute resolution agreement.

NO CLASS ACTION. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. THIS RESTRICTION APPLIES IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT ALLOWED BY LAW, WE EACH IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SELLER'S SERVICES OR PRODUCTS.

ONE YEAR PERIOD TO RAISE DISPUTE. YOU AGREE TO CONTACT SELLER WITHIN ONE YEAR OF THE DATE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE BROUGHT WITHIN 60 CALENDAR DAYS OF THE DATE OF THE BILL THAT INITIALLY CONTAINED THE CHARGE). YOU AGREE THAT IF YOU DO NOT CONTACT SELLER IN THIS PERIOD, YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

Choice of Law and Forum. This Agreement shall be governed solely by the laws of New York State without giving effect to its choice of law provisions. In the event that the arbitration provisions of these Terms and Conditions are found unconscionable or unenforceable, any action in court brought by the Parties under these Terms and Conditions must be brought in New York County, New York.

Miscellaneous. This Agreement and any document specifically referenced herein constitute the entire Agreement between Seller and you for the Services and replace all prior written or spoken agreements. You cannot rely on any contradictory documents or statements by sales or service representatives. The invalidity or unenforceability of any term of these Terms and Conditions shall not affect the validity or enforceability of any other provision, except as expressly provided herein. The rights and duties under these Terms and Conditions that, by their nature, would logically continue beyond termination of the Services

(including, but not limited to, those relating to billing, payment, prohibited practices, non-disparagement, dispute resolution, no class action, no jury trial), survive termination of the Services and these Terms and Conditions. Seller's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. This Agreement may only be modified in writing. Neither the course of conduct between the Parties nor trade practice shall act to modify any provision of these Terms and Conditions. This Agreement may not be assigned or transferred by you, and you shall not assign, transfer, resell or sublicense your rights to any other party. This Agreement is freely assignable by Seller to third-parties, and the Services may be provided by one or more of Seller's affiliates, successors, or assigns.

Contacting Other Party. Seller shall contact you by calling your business phone number, or at your mailing address or email address of record. Seller shall send written notices required under these Terms and Conditions to your mailing address or email address of record. You may contact Seller electronically at support@mycompletewebsite.com. Except as expressly provided otherwise in other provisions of these Terms and Conditions, you shall send all written notices via electronic mail to support@mycompletewebsite.com.