

1. Acceptance of Terms

By accepting NThreeQ Media, LLC. (NThreeQ Media) Terms of Service (TOS) electronically or in writing, and/or by using NThreeQ Media services, including but not limited to, submission of content to NThreeQ Media design department, payment or authorization of payment, you (Client) agree to be bound by the following terms and conditions. Client also agrees that Client's electronic acceptance of this TOS shall have the same force and effect as if Client had agreed to this TOS in writing.

NThreeQ Media provides its services to Client subject to the following TOS, which may be updated from time to time without notice. Client may review the most current version on www.nthreeq.com. Failure to comply with the TOS may result in account termination. By using NThreeQ Media services Client agrees to (and hereby signs) the most current version of the TOS. If Client does not expressly reject the TOS and cancel Client's account within 5 days from the date of initial sale, Client agrees to (and hereby signs) the TOS and NThreeQ Media is instructed to commence work on the Client's website as if Client had expressly accepted the TOS.

Client's acceptance of the TOS is binding upon all NThreeQ Media services including the purchase of additional services or additional websites or accounts at a later date.

2. Description of Service

NThreeQ Media designs and hosts websites and provides other website-related services, including, but not limited to, support and modification of websites, e-commerce, flash, web-traffic reporting, database development, easy interface for updating the website, email accounts and additional website-related services. Client understands that NThreeQ Media services may include certain communications from NThreeQ Media such as advertisements, notices, service announcements and newsletters. Client is responsible for obtaining access to NThreeQ Media services that may involve 3rd party fees (including but not limited to, ISP, merchant accounts and gateways). Client is also responsible for all equipment and software necessary to access NThreeQ Media services.

3. Electronic Delivery Policy

NThreeQ Media is a website-related business and communicates with its Clients electronically. When Client accepts this TOS Client consents to receive electronically from NThreeQ Media any notices, agreements, disclosures, or other communications (Notices). Client agrees that NThreeQ Media may send electronic Notices in either of the following ways. 1) To the email address provided to NThreeQ Media at the time of sale or 2) to the new email address account Client set up through NThreeQ Media. Client agrees to check the designated email addresses regularly for Notices. Notice from NThreeQ Media is effective when sent by NThreeQ Media, regardless of whether the Notice is read or received by Client.

4. Privacy Policy

Personal data and certain other information about the Client are subject to NThreeQ Media Privacy Policy. For more information see the privacy policy within this document.

By using NThreeQ Media services Client also agrees to the most current version of NThreeQ Media Privacy Policy.

5. Call Monitoring and Recording Privacy Statement

As part of NThreeQ Media commitment to providing the best possible service NThreeQ Media may monitor and record phone calls answered by NThreeQ Media and made by NThreeQ Media. NThreeQ Media may also archive recorded voice mail messages. NThreeQ Media records calls for training purposes, to improve customer service, and to ensure an accurate record of Client calls, which may be needed to support transactions that take place over the phone. This allows NThreeQ Media to identify how NThreeQ Media can better serve its customers.

6. Unacceptable Practices

As NThreeQ Media strives to offer the very best service, there are certain guidelines and policies that must govern NThreeQ Media efforts and relationships with its clients. Practices that are in violation of these guidelines and policies are strictly forbidden and will result in the immediate termination of NThreeQ Media services. Such decisions are at the sole discretion of Heritage Web Solutions. Unacceptable practices include, but are not limited to:

Adult or pornographic material including, but not limited to, sexually explicit or suggestive material

Nudity, including airbrushing (exceptions granted on a case-by-case basis if for medical or artistic purposes)

Offensive or otherwise distasteful material

Content or language that is harmful to minors in any way

Distribution of internet viruses or other harmful or destructive activities

Hacking and cracking

Scams or phishing for personal information

Solicitation of funds other than for legal charitable organization

Harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racial, chauvinistic, ethnically offensive or otherwise objectionable content or language

Defamatory, hateful or revenge content or language.

Aids to pass drug tests or aids to pass lie detector tests.

Content or language that is harmful to minors in any way

Illegal activities such as ponzi schemes, pyramid schemes, fraudulent charging of credit cards, copyright violations, plagiarism, software piracy, and all unauthorized use of materials or content that infringes on third parties' intellectual properties

MLM without a legitimate product or service or with a front product or service

Illegal drugs or drug paraphernalia

Miracle cures

Fake documents

Fireworks, pyrotechnics or weapons.

Intentional or unintentional violations of any applicable local, state, national or international law.

Reselling email accounts or hosting accounts to third parties

Reselling of any NThreeQ Media services including, but not limited to, design services, updates, and WTD to third parties without a written re-seller agreement.

Spamming and all other forms of unsolicited messages including, but not limited to, spam, chain letters, and junk email

Links to other sites that are in violation of NThreeQ Media' policies and guidelines

Other activities, whether lawful or unlawful, that NThreeQ Media deems to be in poor taste or that reflect adversely on NThreeQ Media or NThreeQ Media other clients

NThreeQ Media reserves the right to refuse to design or host an account at its sole discretion at anytime.

As an NThreeQ Media Client, you agree to conduct your business in a legal and professional manner. Client understands that all information, data, text, software, music, sound, photographs, video, messages and other material (Content) on Client's website is the sole responsibility of the Client. Client is fully responsible for all website content and agrees to hold NThreeQ Media harmless in the event of third parties' legal issues brought against Client for Client's business practices. NThreeQ Media retains the right to terminate any accounts that are in violation with the letter or spirit of this TOS. NThreeQ Media may also at its sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice. If an account is terminated by NThreeQ Media for a TOS violation the Client is not eligible for a full refund and any refund is subject to the Cancellation Fee and Refund Policy. (See Termination)

As an NThreeQ Media Client you may have access to editing tools for your website. Client may edit, add or delete content to the website at anytime. With this understanding NThreeQ Media may or may not pre-screen content. NThreeQ Media shall have the right (but not the obligation) to pre-screen and refuse or remove any content at its sole discretion. Client agrees that Client bears all risks associated with the use of all content, whether edited or written by NThreeQ Media or not, including any reliance upon accuracy, usefulness or completeness.

Client acknowledges that NThreeQ Media may access, preserve, and disclose Client's account information and content if required to do so by law or in a good-faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal processes, enforce the TOS, provide customer service or protect the rights, property, or safety of NThreeQ Media and the public.

7. Intellectual Property Policy

NThreeQ Media respects copyright laws and the intellectual property of others. NThreeQ Media may terminate accounts for copyright infringement. If you believe your work has been copied and is accessible on an NThreeQ Media website please see NThreeQ Media Intellectual Property Policy

NThreeQ Media will not use copyrighted or trademarked materials on any Client's website without the express written consent of the copyright or trademark owner. It is

Client's responsibility to ensure that all content submitted to NThreeQ Media is original content and free from third-party copyright or trademark protection, or to obtain permission to use from the copyright or trademark owner. Client assumes full liability for any copyright or trademark infringement of Client's website on any third-party copyright or trademark, including, but not limited to, any infringement due to website content, website design or the look and feel of Client's website.
(See Unacceptable Practices)

Customer content that is sent to NThreeQ Media will remain the intellectual property of the Client. NThreeQ Media does not return original content to the Client. Unless a request to return the original content to the Client is made in writing upon submission of the content, the content will be destroyed. NThreeQ Media will attempt to honor requests to return original content; however, NThreeQ Media has no liability and does not guarantee the return of any content to Client.

Domain names purchased by NThreeQ Media and website designs, databases, stores, or programs created by NThreeQ Media are the property of NThreeQ Media until Client has paid all fees. (See Domain Names Purchase/Hosting Agreement)

8. International Use

Recognizing the global nature of the internet, Client agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with a) all laws and regulations regarding the transmission of technical data exported from the United States, or the country in which Client resides and/or transacts business, and b) all laws and regulations regarding the collection and processing of personal data, including those relating to the transborder transfer of personal data .

9. Interstate Communications

Client acknowledges that by using NThreeQ Media services Client will be causing communications to be sent through NThreeQ Media computer networks, which may be located throughout the United States. Due to the nature of electronic communications, even communications that seem to be intrastate can result in the transmission of interstate communications. Client acknowledges that use of NThreeQ Media services results in interstate data transmissions and may result in transborder transfer of personal data. Client hereby consents to the collection, processing and transborder transfer of such personal information as Client may provide or make available to NThreeQ Media .

10. Website Construction Procedure

With help and input from the Client, NThreeQ Media will prepare the appropriate custom design and work with the content provided by the Client for development of the site. Client must submit content to the design department before site construction begins on the custom website. Client must electronically accept the TOS before access is granted to the ODP. After content is submitted by the Client the website is developed. Prior to the website being taken live the client will receive a missing information notification if content is incomplete. Client will then have two weeks to submit complete content. If complete content is not received the website will then be taken live "as-is". If the website

is taken live without all of the pages completed due to incomplete content those pages may be banked and developed in the future using Client's design time.

The functionality and detail of the sample sites will not be duplicated unless such functionality and detail are specifically included and itemized in NThreeQ Media invoice.

The design and content layout are completed by the designer and presented to the Client for approval. After the Client approves the website, the website will go live. The NThreeQ Media team may review the text before site goes live to correct any possible errors. NThreeQ Media will not be held liable for accuracy of information, typos, or spelling errors in any of the content approved by the Client and published on the website. Client will be notified by email that the website is now live.

Client understands, agrees and acknowledges that NThreeQ Media does not guarantee a time frame for completion of ANY custom website. A custom website cannot be completed without submission of complete content, design approvals and participation from the Client. If Client continues submitting additional content throughout the design process, the design time frame is increased. If Client does not submit complete content and NThreeQ Media is not able to start or complete the custom website design, Client is still responsible for all fees incurred including, but not limited to, set-up, enhancement and monthly hosting charges that begin accruing from date of sale. If Client's website requires custom programming, functionality, flash, e-commerce or the use of a database, the overall development time will be extended.

Client is provided with a space holder immediately after sale. Upon request, client is also provided with an optional welcome website shortly after the initial sale. The welcome website is a temporary website Client can modify and send customers to while the custom website is being built. Client may choose not to have a welcome website if so desired

11. Client Approval

Client is responsible for testing the functionality of the website upon NThreeQ Media request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, forums etc. Upon Client approval of the website to go live Client agrees services have been rendered and functionality of website has been tested and approved by Client.

The Client understands and agrees that if the Client does not respond within 5 business days to NThreeQ Media request for approval, and notification that the website has been completed, the website along with the functionality of the website and services rendered, will be deemed to be approved by the Client, and the website will be taken live "as-is".

The Client understands and agrees that if the Client does not respond to requests for missing information a final notification will be sent to the Client. If the Client does not respond within 5 business days to NThreeQ Media notification or requests for missing information, the website, along with the functionality of the website and the services

rendered, will be deemed to be approved by the Client, and the website will be taken live with the missing information “as-is” or “under construction”.

In the event that NThreeQ Media completes all of the work per the original sale and database write ups NThreeQ Media reserves the right to move the site live and deem the work to be completed without the customer’s permission if the customer will not give approval of the work.

12. Website Change Requests Before and After Website Goes Live

NThreeQ Media agrees to build a website or database to specifications quoted per the original sale and original invoice. Any additions or changes requested outside of the scope of the original sale, either prior to the custom website going live or after the site has gone live will be billed at NThreeQ Media standard hourly rate. NThreeQ Media is not obligated to complete Client requests or changes outside of the scope of work on the original invoice. If NThreeQ Media does not agree to Client requests or changes, Client is still obligated to pay all fees incurred and due.

13. Database/Programming

NThreeQ Media does not guarantee a time frame for completion of ANY custom database or custom programming. A “custom Database Specifications Summary” may be presented to the Client. NThreeQ Media agrees to complete the database design according to the specifications outlined. If the Client does not object or respond to the Database Specifications Summary in writing within 5 business days it will be deemed to be accepted by the Client and NThreeQ Media will proceed with development of the custom database as outlined. A Database Specifications Summary may not be presented to the Client for purchase of pre-built database modules and e-commerce store modules.

If Client requests changes to a pre-packaged database, pre-built database module, or e-commerce store module, changes are to be billed to Client at NThreeQ Media standard hourly rate. There is no guarantee that changes made by NThreeQ Media to a pre-packaged database, pre-built database module, or e-commerce store module will work. Client agrees charges are valid and agrees to pay for all fees incurred for Client’s requested changes to pre-packaged databases, pre-built databases modules, or e-commerce store modules. Once work has begun on a database or custom programming there is No Refund if cancelled.

Client is responsible for testing the functionality of the website upon NThreeQ Media request for approval and notification that the website has been completed. This includes, but is not limited to, testing the functionality of the custom database or programming. Upon Client approval of the website to go live, Client agrees services have been rendered and functionality of website has been tested and approved by Client.

NThreeQ Media will instruct Client as to the use of the custom database and the inputting of data related to such database. However, data entry is the sole responsibility of the Client. If the Client requests NThreeQ Media to enter data into the database, the Client

will be charged, and agrees to pay, for such data entry at NThreeQ Media standard data entry rates.

14. E-commerce/Stores

Client is required to submit store content via NThreeQ Media content spreadsheet. NThreeQ Media will input up to 20 products free of charge. The Client will be provided with instructions to input any additional products into the store. If the Client requests NThreeQ Media to enter additional products exceeding the original 20, the Client will be charged, and agrees to pay, for each product added to the store at NThreeQ Media standard product-entry rates. The e-commerce store module is pre-built and any changes to the look or functionality of the pre-built store require custom programming. The Client will be billed at NThreeQ Media standard hourly rate for requested changes. (See Database/Programming)

Client is responsible for testing the functionality of the e-commerce store upon NThreeQ Media request for approval and notification that the website has been completed. This includes but is not limited to testing the payment functionality. NThreeQ Media is not responsible for functionality of third-party services such as, but not limited to, merchant account, or gateway. Upon Client approval of the website to go live, Client agrees services have been rendered and functionality of website has been tested and approved by Client.

15. Enhancements to Website

Client may purchase enhancements to the website at the time of initial sale or anytime thereafter. Enhancements to the website may include, but are not limited to, custom programming, database, flash, e-commerce, logos, galleries, rollovers, etc. Client's requests for enhancements to the original sale will be due and billed separately and at the time of request. The monthly hosting fee will be adjusted according to the enhancements requested or the hosting package selected by Client.

Some enhancements such as, but not limited to, flash, custom programming, functionality, etc may require that a specifications summary be presented to the Client. If the Client does not object to the specifications summary within 5 business days, the summary will be deemed to be accepted, and NThreeQ Media will proceed with the development as outlined. Once work has begun on enhancements purchased by the client there is No Refund if cancelled. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a client cancels an enhancement the original sale is not cancelled.

16. Additional Services

Client may purchase at an additional monthly cost additional services offered by NThreeQ Media. Additional monthly services may include, but are not limited to, Newsletters, spam filters, and back-up software. Additional monthly services include a monthly fee that is incurred and billed every month beginning from the date of purchase of the additional service. NThreeQ Media will Not Refund any fees incurred for additional services or paid by the Client prior to the cancellation effective date for the

additional service. Any fees invoiced and incurred are valid and Client agrees to pay. Additional services purchased may be cancelled with 30 days written notice.

17. Email Accounts

Based on the hosting support package purchased, email accounts are also provided. Email accounts may be set up and used immediately upon Client's purchase of website. Client does not need to wait until custom website is live to use email accounts. .

18. Technical Support

NThreeQ Media technical support department should be contacted at info@n3qmedia.com for any concerns with Client email accounts or any problems with hosting or functionality of the website after the website is live.

If Client uses NThreeQ Media technical support services, including but not limited to screen share sessions, Client acknowledges and understands that NThreeQ Media does not warranty that technical support services will meet Client's requirements or be error free. (See Disclaimer of Warranties and Limitation of Liabilities.)

19. Customer Service

NThreeQ Media strives to offer the best service available. Customer service complaints or concerns should be emailed to info@n3qmedia.com

20. Use and Storage

Client acknowledges that NThreeQ Media may establish general guidelines and limits concerning use of NThreeQ Media services and may modify these guidelines at any time. Limits may include but are not restricted to, the maximum number of days that email messages or other content will be retained, maximum number of email messages that may be sent from or received by an account, the maximum size of any email messages sent and the maximum disk space that will be allotted on NThreeQ Media servers on Client's behalf. NThreeQ Media backs up the websites it hosts on a daily basis. Both onsite back up and offsite back ups.

21. Updates to Live Website/Design Time

Based on Client's hosting package, NThreeQ Media may provide 4 to 12 hours annually of free updates and changes or "design hours" that are available to Client to use after the website is live. After the website is live, Client may wish to make changes or updates to the website from time to time. Most changes can be made using NThreeQ Media online editors. The online editors may not be available for all websites, or all pages of a website. Availability of the online editors is dependent upon the functionality and specifications required for the Client's website. For changes that cannot be made with the editors, Client may use available NThreeQ Media design hours. These changes must be requested by logging into Client's account in the Web Center and selecting "Request Update". Design hours can be used for modifying the design or layout of the website. Design hours cannot be used toward the completion or modification of databases, custom programming, e-commerce or flash or other enhancements that must be purchased. Changes or updates

that exceed the Client's available "design hours" will be billed to the Client at the standard hourly rate.

NThreeQ Media is not responsible for any changes Client makes to website, or if Client breaks the website. Time required by NThreeQ Media to repair changes made by Client will be billed to Client at NThreeQ Media standard hourly rate if it exceeds available "design hours".

22. Domain Names Purchased/Hosting Agreement

Domain names purchased by NThreeQ Media and website designs, databases, stores, or programs created by NThreeQ Media are the property of NThreeQ Media until Client has paid all fees including one full year of monthly hosting. At that time ownership of the site and its functionality, and domain name may be transferred to the Client's control upon receipt of the Client's written request. Sham purchases of sites may not be transacted with the intent and/or result of having a site built, then transferring the site to another hosting provider.

Upon transfer of domain and/or website to Client or another service provider, at anytime, Client agrees that NThreeQ Media has met in full its obligation to Client, and NThreeQ Media is released of all past and future obligations to the client. Additional work and/or hosting done for Client must be agreed to in writing and paid for by Client.

Domain names are purchased through a third party service. NThreeQ Media cannot guarantee the availability of domain names and has no liability for a domain name not being available for purchase after the initial sale. If a domain name is not available for purchase NThreeQ Media will assist the Client in selecting and purchasing an alternate domain name. Domain names already owned by the Client remain the property of the Client and renewal of the domain name is the Client's responsibility. The renewal of any domain names transferred to the Client is the responsibility of the Client.

23. Marketing Representations

NThreeQ Media makes no representations as to the marketing of Client's products, services or sales. Client's obligation to pay fees due to NThreeQ Media are due at time of sale of website design and hosting services and are not contingent upon Client's marketing of said website. Client is responsible for all marketing of Client's website. NThreeQ Media is not responsible for marketing of Client's site including search engine rankings unless NThreeQ Media is contracted to do so.

24. Billing Policy

The initial design set-up fee is due and billed in full at the time of the original sale. (Installment payments may be accepted for the set-up fee only if agreed to in writing per the original invoice.) Monthly hosting is billed and due every month beginning 30 days from the date of the original sale. The Client hereby requests that NThreeQ Media renew and bill monthly hosting fees every 30 days, unless the Client cancels in writing.

NThreeQ Media reserves the right to change prices at any time including hourly design fees.

NThreeQ Media accepts payment via credit/debit card, and check. Upon Client's authorization of payment to NThreeQ Media via credit card, or EFT debit payment, Client thereby authorizes all recurring monthly hosting and/or additional services fees to be charged to the same method of payment, credit card or EFT account for future charges until such authorization is withdrawn by Client in writing.

The Client may change payment methods including credit card and EFT debit payments with 30 days notice. To change payment methods Client should contact NThreeQ Media billing department. Client should not email new billing information for security purposes.

Payment is to be received within 30-days of receipt of invoice unless previous arrangements have been made. After 30-days it is a \$25 late fee, \$45 late fee for 45 days late, \$60 late fee for 60 days late and \$100 90+ days late. After 200 days late charges double for the amount originally invoiced.

25. Billing Disputes

NThreeQ Media charges up to a \$25.00 fee for returned checks and a \$200.00 fee to handle unauthorized credit card disputes. If NThreeQ Media does not receive payment in full when due, NThreeQ Media may, to the extent permitted by the law of the state of the billing address on file for Client at the time, charge a late fee of up to 1.5% per month (18% per annum), or a flat fee of \$5 per month, whichever is greater, on any unpaid balance. NThreeQ Media may, to the extent permitted by the law of the state of the billing address on file for Client at the time account is sent to a collection agency, also charge Client for any collection agency fees and/or attorney's fees billed to NThreeQ Media for collecting from Client. NThreeQ Media does not agree to, and will not honor any limiting notations made by a Client on a check.

If Client wishes to dispute a charge Client must first contact NThreeQ Media billing department and must allow 10 business days for a response. To avoid any dispute about Client's attempt to contact NThreeQ Media, Client must send the request in writing to:

Attn: Billing Department, NThreeQ Media, 7272 E Indian School Rd Ste 540 Scottsdale, AZ 85251. Requests may be emailed to info@n3qmedia.com. If Client chooses to send request by email, a copy of the request must also be sent by mail as confirmation.

If Client initiates a credit card dispute the decision of the credit card company is made through an arbitration process and the decision of the credit card company shall be binding upon Client.

26. Termination/Cancellation of Services

NThreeQ Media, at its sole discretion, may terminate its service and remove and discard any content, for any reason, including and without limitation, for lack of use, or if NThreeQ Media believes Client has violated the TOS. NThreeQ Media may also at its

sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice. Client agrees that any termination of access to NThreeQ Media services under any provision of this TOS may be effected without prior notice and that NThreeQ Media may deactivate or delete Client's account and all related information files. Client agrees that NThreeQ Media shall not be liable to Client or any third-party for any termination of services. Paid accounts that are terminated will not be refunded. In addition, accounts that become 30 days delinquent will be terminated. NThreeQ Media also reserves the right to discontinue the designing of Client's website at any time, at NThreeQ Media sole discretion, with an appropriate refund to the Client. Under no circumstances is the refunded amount to exceed the amount collected by NThreeQ Media.

If the Client cancels an account before the work is completed or site is live, a cancellation fee is retained per the Cancellation Fee and Refund Policy. Client agrees that all fees incurred and billed prior to cancellation effective date are valid and Client agrees to pay. Upon request for termination of services the website will be removed. A back-up copy of the website is not maintained by NThreeQ Media.

Client agrees to pay all hosting fees and additional services fees owed from the time of sale until the cancellation effective date, and at a minimum for hosting fees for one year. Transferring a domain name to another provider or non-use of Client's hosting account does not constitute termination of the account. Client must notify NThreeQ Media in writing or via email to terminate the account services and avoid further monthly hosting charges. It is Client's responsibility to secure confirmation from NThreeQ Media that the request for termination has been received and no further hosting fees will be billed.

27. Cancellation Effective Date

If Client has not paid all design, enhancement, hosting and additional services fees due, such fees are due in full at the time of cancellation and Client authorizes NThreeQ Media to collect any outstanding fees due, subject to the Cancellation Fee and Refund Policy. Client understands any pending billing for design fee installments previously agreed to will not be cancelled.

28. Cancellation Fee and Refund Policy

WEBSITE DESIGN/DEVELOPMENT - Refunds of the fees paid for development of the website may be issued on accounts cancelled within 90 days of the initial sale and prior to the completion of the website according to the following schedule:

- A) A minimum of a 50% cancellation fee will be retained by NThreeQ Media on cancelled accounts even if no work has been started and no content yet submitted by the Client.
- B) A minimum of a 75% cancellation fee will be retained by NThreeQ Media on cancelled accounts if work has been presented to the Client; or NThreeQ Media has made multiple attempts to work with the Client, and Client has not responded to those attempts.

C) A 100% cancellation fee will be retained by NThreeQ Media and NO REFUND issued if any changes and/or modifications requested by the Client have been completed by NThreeQ Media. No Refund will be issued on any website cancelled after services have been rendered, including but not limited to, the design work having been completed and/or the website taken live.

D) 100% cancellation fee will be retained and NO REFUND will be issued by NThreeQ Media if Client cancels after 90 days from the initial sale.

MINIMUM CANCELLATION FEE – Client agrees that a minimum cancellation fee of 50% will be retained by NThreeQ Media on all cancelled accounts even if no work has been started. The cancellation fee is charged to compensate NThreeQ Media for up-front expenses and services rendered, including but not limited to, costs incurred for the purchase of domain name(s) for developing the website, securing server space, creating the temporary website or space saver, employee expenses, marketing, and overhead costs.

ENHANCEMENT SALES - A 100% cancellation fee will be retained by NThreeQ Media and NO REFUND will be issued once work has begun on any enhancements purchased, including, but not limited to, databases, programming, logos, flash, galleries, rollovers, e-commerce stores etc. Client agrees that a minimum cancellation fee of 50% will be retained by NThreeQ Media on all cancelled enhancement purchases if cancelled within 90 days of the enhancement sale and if work has not yet begun. NO REFUND will be issued by NThreeQ Media if client cancels after 90 days from the enhancement sale. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a client cancels an enhancement the original sale is not cancelled.

MONTHLY HOSTING – Client agrees that there is NO REFUND of monthly hosting fees or monthly additional services fees incurred or paid by the Client prior to cancellation date.

Client agrees that all fees incurred and billed prior to cancellation date are valid and Client agrees to pay. (See Termination).

29. Account Transfer

Requests for transferring the ownership of a website or hosting account from Client to a new owner must be completed in writing by both the current account owner and the new designated owner. The transfer is not valid until a signed request is received by NThreeQ Media in writing which is to include payment authorization and new billing account information from the new owner, documentation of the ownership transfer (purchase agreement etc), documentation of copyright transfer, and acceptance of NThreeQ Media TOS by the new Owner.

30. NThreeQ Media Proprietary Rights

Client acknowledges and agrees that NThreeQ Media services may contain proprietary and confidential information that is protected by intellectual- and proprietary-rights laws. Client agrees to not reproduce, duplicate, copy, sell, resell or exploit any portion of NThreeQ Media services.

31. Use of Client Information

Client hereby agrees that any information or ideas submitted to NThreeQ Media by any means may be used by NThreeQ Media without compensation or liability to Client for any purpose whatsoever, including but not limited to, developing websites, databases, e-commerce and developing, manufacturing and marketing other products. This provision does not apply to Client content or to personal information that is subject to NThreeQ Media Privacy Policy.

Client hereby gives permission to NThreeQ Media to use samples or links to Client's custom website designed by NThreeQ Media for marketing and advertising purposes, including but not limited to, use in NThreeQ Media online portfolio.

32. Third-Party Services

From time to time third parties may offer service to NThreeQ Media clients. Use of such third-party services will be at Client's own risk and subject to the terms and conditions of those third parties. NThreeQ Media does not represent nor warrant that use or access to any third-party services will be compatible, uninterrupted, error free, without defects or that Client will be able to access NThreeQ Media services. Client also agrees that NThreeQ Media is under no obligation to provide Client with any enhancements, updates, or fixes to make NThreeQ Media services accessible through any third-party applications.

33. Contract Service Providers

NThreeQ Media may contract with Contract Service Providers to complete a portion, or all of the Client's custom website. The Client agrees not to do business directly with the Contract Service Provider, nor to remit payment to the Contract Service Provider or any NThreeQ Media employee directly for services. All payments for services rendered must be made directly to NThreeQ Media. Contract Service Providers are required to enter into employment contracts and to follow company policies and procedures. Contract Service providers are provided with only the information needed to complete the design or development portion of the Client's website and do not have access to Client's personal information including payment information.

34. Disclaimer of Warranties

CLIENT'S USE OF NTHREEQ MEDIA SERVICES IS AT CLIENT'S OWN RISK. NTHREEQ MEDIA SERVICES ARE PROVIDED "AS IS". NTHREEQ MEDIA DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW 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 OF

PROPRIETARY RIGHTS. NTHREEQ MEDIA DISCLAIMS ANY WARRANTIES REGARDING NTHREEQ MEDIA SERVICES INCLUDING THAT THEY WILL MEET CLIENT'S REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NTHREEQ MEDIA DISCLAIMS ANY WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF NTHREEQ MEDIA SERVICES, INCLUDING RESULTING SALES AND WEB TRAFFIC. NTHREEQ MEDIA DISCLAIMS ANY WARRANTIES REGARDING THE MARKETING OF CLIENT'S PRODUCTS, SERVICES, SALES, OR WEBSITE. NTHREEQ MEDIA DISCLAIMS ANY WARRANTIES REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED, ADVERTISED OR OBTAINED THROUGH NTHREEQ MEDIA SERVICES, OR LINKS PROVIDED BY NTHREEQ MEDIA SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE PROVIDED BY NTHREEQ MEDIA OR OBTAINED THROUGH LINKS PROVIDED THROUGH NTHREEQ MEDIA SERVICES.

CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF NTHREEQ MEDIA SERVICES ARE DONE AT CLIENT'S OWN RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA OR OTHER LIABILITY THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

35. Limitation of Liability

CLIENT UNDERSTANDS AND AGREES THAT NTHREEQ MEDIA, IT'S SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, (EVEN IF NTHREEQ MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OF OR INABILITY TO USE NTHREEQ MEDIA SERVICES, RELIANCE ON NTHREEQ MEDIA SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF NTHREEQ MEDIA SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES.) THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH NTHREEQ MEDIA SERVICES OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S DATA OR TRANSMISSIONS AND ANY STATEMENTS OR CONDUCT OF A THIRD PARTY

OR ANY OTHER MATTERS RELATING TO NTHREEQ MEDIA SERVICES. SUCH LIMITATION SHALL FURTHER APPLY, WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED IN ANY WAY TO NTHREEQ MEDIA SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

Without limiting the foregoing, under no circumstance shall NThreeQ Media be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, or other casualties, illness, accidents, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non performance of third parties, or loss of or fluctuations in heat, light or air conditioning. NThreeQ Media full and complete liability, for any reason whatsoever, shall be limited to the full refund of all monies paid to NThreeQ Media.

36. Tort Claims

Client waives all tort claims against NThreeQ Media, it's subsidiaries, affiliates, officers, employees and agents. The relationship between the parties is contractual in nature only. Client waives any tort claims that arise by act, or omission.

37. Indemnification

Client agrees to defend, indemnify and hold harmless NThreeQ Media, its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees that may arise or result from any content Client submits, posts, transmits or makes available through NThreeQ Media services, from any product sold by Client, its agents or employees or assigns, from any service provided or performed or agreed to be performed by NThreeQ Media or from Client's breach or violation of the TOS, including any obligation, representation, or warranty made herein, or Client's violation of any rights of another. Client further agrees to defend, indemnify and hold harmless NThreeQ Media, its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising from or related to contracts, representations, agreements, promises, etc, made between Client and third parties, or arising from or related to Client's negligence toward third parties.

38. Notice

Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and in English and may be delivered personally, or may be sent by email, facsimile or certified mail, return receipt requested, to the address set forth

below. If Client chooses to send request by email or facsimile, a copy of the request must also be sent by mail (to the address below) as confirmation of the request.

NThreeQ Media
7272 E Indian School Rd Suite 540
Scottsdale, AZ 85251
Attn: President

39. Contact NThreeQ Media

Client may contact NThreeQ Media at 602-626-5110 M-F from 8:00 – 5:00pm Arizona Time. Client may visit our website at www.nthreeq.com at any time. Client may also email NThreeQ Media at info@n3qmedia.com

40. Negative Comments/Slander

Client specifically agrees not to engage in negative comments or slander regarding NThreeQ Media, including but not limited to publishing, or causing to be published, complaints or derogatory comments regarding NThreeQ Media in any format, including but not limited to, print, newspaper, television, radio or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition NThreeQ Media will be entitled to liquidated damages in the amount of \$2,500.00 for each publishing or posting. If said breach occurs on an internet complaint site each hit to that website will be considered an individual breach of this condition, and subject to additional liquidated damages of \$100 per occurrence. Further, NThreeQ Media shall be entitled to litigate this matter, and obtain the money damages together with injunctive relief. The prevailing party to that litigation shall be entitled to an award of attorney's fees.

41. Severability; Waiver

In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision the remainder of this Agreement shall remain valid and enforceable according to its terms. The failure by NThreeQ Media to avail itself of any right or enforce any obligation of this agreement shall not be deemed to be an ongoing waiver of such right or obligation or of any other right or obligation .

42. Jurisdiction

This agreement shall be governed exclusively by the laws of the State of Arizona, USA, without regard to any conflicts of laws provisions thereof, as a contract entered into and performed entirely within the State of Arizona. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods. Any disputes between the parties relating to the subject of this agreement shall be submitted exclusively to the jurisdiction of the state or federal courts located in the State of Arizona, Counties of Arizona, and the parties expressly consent to personal jurisdiction and venue therein and waive any objection based on forum non convenience or otherwise.

43. Arbitration

Notwithstanding the foregoing, in lieu of litigation, arbitration may be used as a means of resolving disputes. Arbitration would be through a neutral third-party arbitrator to be approved by both Client and NThreeQ Media. If any court sitting outside the United States determines that the litigation forum or arbitration provisions of this agreement are invalid, then and only then, the parties agree to settle any dispute through binding arbitration by three arbitrators, in the English language, under the commercial arbitration rules of the International Chamber of Commerce, with the location of the arbitration to be in a neutral jurisdiction (not the country of residence of the Client or of NThreeQ Media) as selected by NThreeQ Media .

44. Governance

NThreeQ Media may investigate any reported violations of this agreement, its policies or any other complaints and take any action it deems appropriate to protect its systems, facilities, Clients, and/or third parties.

45. Electronic Signatures

Selecting and submitting “accept” on the electronic copy of the TOS, submitting content through the ODP, making payment, or submitting information or documents to NThreeQ Media so that NThreeQ Media may perform services for the client, the same shall constitute an electronic signature.

46. General Information

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior oral or written agreements (including, but not limited to, any prior versions of the TOS). Any modifications to this agreement must be in writing and signed by an authorized officer of NThreeQ Media. All representations not in writing are null and void. Written agreements may include, but are not limited to, emails and electronic acceptance of this Terms of Service.

Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of NThreeQ Media services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

47. Source Files

NThreeQ Media, LLC retains the rights of all files and source files. If source files are requested by client a fee no less than \$500 will be required but additional amount will be added depending on the amount and type of source files required.

48. Printing

Client will hold NThreeQ Media, LLC harmless of any printer mistakes that include but are not limited to color, orientation, size or look unless to be found in original files. NThreeQ Media, LLC will make every effort to fix the issue or replace with new files if it does come out to be within original files.

Effective Date: 07/05/2006

Our Commitment To Privacy:

Your privacy is important to NThreeQ Media. To better protect our your privacy we provide this notice explaining how NThreeQ Media treats personal information that NThreeQ Media collects and receives. To make this notice easy to find, we make it available on our homepage.

The Information We Collect:

This notice applies to personal information collected or submitted on NThreeQ Media websites that is not otherwise publicly available.

On some of our web pages Clients can pay online and make requests. The types of personal information collected from these pages include, but is not be limited to:

Name
Address
Email Address
Phone Number
IP Address

Upon purchasing NThreeQ Media products or services we may collect additional personal information including, but not limited to:

Credit Card number
Account Number
Bank Account Information
Any combination of personal information that could be used to determine identity

The Way We Use Information:

We use the information the Client provides when placing an order to complete that order and to provide the services requested.

We use return email addresses to answer the email we receive. We use email addresses provided as personally identifiable information to communicate with you regarding your account.

Tracking and Cookies

Our web pages may utilize “cookies” and other tracking technology to enhance your online experiences and to learn about the way you use NThreeQ Media services in order to improve the quality of NThreeQ Media services. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them.

NThreeQ Media Servers automatically record information when you visit our websites or use NThreeQ Media products or services, accept our TOS, or submit content, including

the URL, IP address, browser software, operating system types, clickstream patterns and the date and time.

Third Parties

We reserve the right to send you certain communications regarding NThreeQ Media Services, and some third party services, related to your NThreeQ Media Account, without offering you the opportunity to opt out.

When we use third parties to assist us with your account services we require that they comply with our privacy policy and confidentiality and security measures.

Information Sharing

We may share information with third parties in limited circumstances including if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to comply with legal processes or governmental requests, enforce the TOS, provide customer service, protect the rights, property or safety of HWS and the public, or to prevent, detect or otherwise address fraud, illegal activities, security or technical issues.

We do not share the personally identifiable information provided to us in ways unrelated to our services or as otherwise described above without also providing you with an opportunity for opt-in consent.

We may use non-identifying and aggregate information to better design our website and to share with advertisers. For example, we may tell an advertiser that X number of individuals visited a certain area on our website, or that Y number of men and Z number of women filled out our registration form, but we do not disclose anything that could be used to identify those individuals.

Our Commitment to Data Security:

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure your personal information. We restrict access to personal information to those with the need to know that information in order to provide services.

Our Commitment to Children's Privacy:

Protecting the privacy of the very young is especially important. For that reason, NThreeQ Media does not collect or maintain information from those we actually know are under 13, and no part of NThreeQ Media websites, products or services are structured to attract anyone under 13.

Accessing and Updating Personal Information:

When contacting NThreeQ Media we make a good faith effort to provide Clients with access to Clients personal information and either to update it or delete it, if it is not otherwise required to be retained by law or for legitimate business purpose. We ask individual users to identify themselves and the information to be accessed, updated or removed before processing such requests, and we may decline to process requests that are unreasonable, or require disproportionate technical effort.

Changes:

This Privacy Policy may change from time to time. Changes may be posted on this page or if the changes are significant we may provide email notification of Policy changes. Each version of this Policy will include an effective date and we will also keep prior versions of this Privacy Policy available.

How to Contact Us

Should you have any other questions, concerns or complaints about our Privacy Policy please email us at info@n3qmedia.com