

EZsitePRO

User Agreement

This is the agreement (“Agreement”) between anyone (“you”) using or viewing this website or using any services on this website and WEBPRO PRODUCTIONS, LLC d/b/a EZsitePRO (“EZsitePRO”) related to all services and products provided by EZsitePRO (“the Services”) including but not limited to the use of this website, to You. Using the Services or this website demonstrates Your ongoing consent to the terms of this Agreement.

1. **Contact and Notification Information:** Please direct all correspondence and notices related to this Agreement to the following address.

WEBPRO PRODUCTIONS, LLC
E-mail: support@EZsitePRO.com

2. **Email use and restrictions, spam, etc.:** You will not generate or facilitate unsolicited commercial email ("spam"). Such activity includes, but is not limited to:

- a. Sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law
- b. Imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam
- c. Data mining any web property to find email addresses
- d. Sending unauthorized mail via open, third-party servers
- e. Sending emails to anyone who has requested to be removed your mailing list or a mailing list that you are affiliated with
- f. Selling, exchanging or distributing to a third party the email addresses of any person without such person's knowing and continued consent to such disclosure
- g. Sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship
- h. Intentionally distributing viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature
- i. Transmitting content that may be harmful to minors
- j. Impersonating another person (via the use of an email address or otherwise) or otherwise misrepresenting yourself or the source of any email
- k. Illegally transmitting another's intellectual property or other proprietary information without such owner's or licensor's permission
- l. Using the Services to violate the legal rights (such as rights of privacy and publicity) of others
- m. Promoting or encourage illegal activity
- n. Interfering with others enjoyment of the Services

3. **Privacy:** EZsitePRO will not sell or give away your personal information to third parties. Information you put on this website for public view is not considered personal information.

4. **Prohibited Actions on Website, pornography, etc:** You, and not EZsitePRO, is entirely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Your Content") you post via the Services. You, and not EZsitePRO, are also responsible for compliance with all laws, regulations and ordinances connected with all aspects of Your use of the Services. You shall not use the Services for any illegal purpose in violation of any local, state, federal or international law. You must provide all required and appropriate warnings, information and disclosure, comply with all applicable laws and regulations, and take all other required and appropriate actions (collectively, "Information and Actions") in connection with Your use of the Services. If the Services do not provide adequate facility or features for You to provide such Information and Actions, then You shall not use the Services.

EZsitePRO does not control any content posted via the Services and as such, does not guarantee the accuracy, integrity or quality of such content. EZsitePRO reserves the right, but is not obligated to review the Content posted via the Services and may remove any such materials in its sole discretion, without notice at any time. EZsitePRO also reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part, from the Content in EZsitePRO's sole discretion. EZsitePRO is not responsible and assumes no liability for any content stored, transmitted or displayed by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, vulgarity or profanity you may encounter through use of the Website; (ii) all content that is uploaded, downloaded, stored, published, transmitted, reproduced, displayed or distributed on the Website is the sole responsibility of the person who uploaded, downloaded, stored, published, transmitted, reproduced, displayed or distributed it; (iii) downloading and uploading content to the Website is done at your own risk (and EZsitePRO makes no warranties regarding the security of your content, which may be deleted, modified, or damaged, and you are solely responsible for any loss or damage to your files or to your computer that may result in whole or in part from your use of the Website); (iv) by providing access to content on the Website, EZsitePRO is not providing you with permission to copy, display or distribute material for which you do not own the copyright (and you may not copy, display or distribute such material without the written consent of the copyright owner, and you are solely responsible for any copyright violations that you may incur as a result of your activities on the Website). With respect to your use of the Services, You agree not to:

- a. post, upload or otherwise transmit any content which is misleading to others or impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity to others, including, but not limited to, consumers;
- b. post, upload or otherwise transmit any content that is inappropriate, harmful to minors, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially objectionable;
- c. post, upload or otherwise transmit any content that You do not have a right to post and transmit under any law or under contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d. post, upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- e. post, upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications

- equipment and/or attempt to access the accounts of others, or attempt to penetrate security measures of EZsitePRO, its vendors or suppliers or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
- f. post, upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on EZsitePRO's infrastructure that exceed the limits provided by the Service for which You registered;
 - g. post, upload or transmit any unsolicited or unauthorized advertising, promotional materials that are considered by law "spam," "chain letters," or "pyramid schemes";
 - h. interfere with or disrupt the Services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 - i. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
 - j. forge any headers or other manipulation of identifiers in order to disguise the origin of any content transmitted through the Services;
 - k. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; or
 - l. sell, distribute, disseminate or link to any sites for marketing, sales, distribution of: firearms, explosives, ammunition, liquor, tobacco products and any other products or services that (i) You cannot legally sell, (ii) are misrepresented, and/or (iii) if sold via the Your Website could cause EZsitePRO to violate any law, statute or regulation.

5. **Security:** You are responsible for maintaining the secrecy, security, and confidentiality of your account and password information if applicable. You shall be responsible for any and all transactions conducted through your account and/or password, and for any consequences of the use or misuse of such account and password. You will notify EZsitePRO of any breach in security or unauthorized use of the Services that you become aware of within 24 hours of your awareness of such activities.

6. **Indemnification:** You agree to indemnify and hold EZsitePRO and its suppliers, affiliates, partners, subsidiaries and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (i) Your breach of this Agreement; (ii) any information submitted, posted, or otherwise provided by You on Your Website or to EZsitePRO; (iii) any dispute or litigation between an Indemnified Party and a third party caused by your actions; or (iv) Your negligence or violation or alleged violations of any rights of another. These obligations will survive any termination of this Agreement or the Services. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of EZsitePRO or its suppliers, affiliates, partners, subsidiaries and employees.

7. **Governing Law:** This Agreement shall be governed by the laws of the State of Texas, U.S. A. without regard to its choice of law provisions. For any non-arbitral action or proceeding, the parties submit to the exclusive jurisdiction and venue of Brazos County, Texas. If any term or

provision of this Agreement should finally be construed as unenforceable, then the remaining provisions shall remain in full force and effect and shall be binding upon the party to be charged.

8. **Arbitration:** Any dispute, claim, cause of action or controversy arising out of or relating to this Agreement shall be submitted to binding arbitration according to the rules of the Federal Arbitration Act as modified by the terms of this Agreement. All Arbitrations will be held in College Station, Brazos County, Texas. Any arbitration demand must be made within one year of the date on which the claim arose, regardless of any law or statute to the contrary or such claim shall be barred and waived. The parties will agree on one arbitrator within 30 days of the demand for arbitration (“Demand”) If the parties cannot agree on one arbitrator, then each party will designate an arbitrator of their choice within 60 days of the Demand and those two arbitrators will agree on a third arbitrator within 90 days of the Demand. Discovery will be held generally according to the Texas Rules of Civil Procedure as modified by the arbitrator(s)’ procedures for discovery. Neither the Texas nor Federal rules of evidence shall apply. All judgments by the arbitrator(s) are enforceable in any court of competent jurisdiction. The arbitration will be conducted within 1 year of the date of the Demand. Each party will be responsible for their proportionate share of the arbitrator(s) fees.

9. **Third Party Content:** For Your convenience, the Service, contains products, services, content and information from third party providers (which may include advertisers and affiliates) and/or links to Web sites ("Third Party Content"). Such Third Party Content is not under the control of EZsitePRO and EZsitePRO is not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. EZsitePRO is under no obligation, but does reserve the right to pre-screen Third Part Content available on the Service and does not assume any responsibility or liability for the content provided by others. EZsitePRO is providing such Third Party Content to You only as a convenience, and the inclusion of such content does not imply endorsement by EZsitePRO of such content or the affiliate or advertiser. You may be subject to additional and/or different terms, conditions, and privacy policies when using third party products, services, content, software, or sites. EZsitePRO does reserve the right to remove content that, in it’s judgment, does not meet its standards, but EZsitePRO is not responsible for any failure or delay in removing such material.

EZsitePRO is not and will not be responsible for (i) the terms and conditions of any transaction between You and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that You have a dispute with any such third party, You release EZsitePRO (and its affiliates, suppliers, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

10. **No Warranties:** ALL CODE, CONTENT, AND INFORMATION PROVIDED ON DOMAIN OR THROUGH THE SERVICES BY EZsitePRO IS PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. IN PARTICULAR (BUT WITHOUT LIMITATION), EZsitePRO DOES NOT WARRANT THAT THE FUNCTIONS AND MATERIAL CONTAINED ON DOMAIN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE

ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EZsitePRO IS NOT RESPONSIBLE FOR ANY CONTENT OR MATERIAL LOST ON THE SITE DOMAIN DUE TO NATURAL OR UNNATURAL CAUSES, INCLUDING BUT NOT LIMITED TO SERVER CORRUPTION OR MALFUNCTION, SERVER DESTRUCTION BY NATURAL OR UNNATURAL CAUSES, OR ANY OTHER REASON UPON WHICH SERVICES AND/OR PRODUCTS PROVIDED BY EZsitePRO ARE INTERRUPTED OR ENDED. EZsitePRO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE DOMAIN, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF DOMAIN AND ALL SITE-RELATED SERVICES AND PRODUCTS MADE AVAILABLE BY EZsitePRO. EZsitePRO IS NOT RESPONSIBLE FOR THE CONTENT OF ANY SITES THAT MAY BE LINKED TO DOMAIN. THE LINKED SITES ARE FOR YOUR CONVENIENCE ONLY, AND YOU ACCESS THEM AT YOUR OWN RISK. UPON THE CANCELLATION OF ANY OR ALL SERVICES OR PRODUCTS PROVIDED TO DOMAIN BY EZsitePRO, EZsitePRO WILL MAINTAIN OWNERSHIP OF ALL CONTENT AND INFORMATION CONTAINED WITHIN THE DATABASE THAT POPULATES THE WEBSITE DOMAIN.

11. **Limitation of Liability:** EZsitePRO, ITS AFFILIATES AND SPONSORS, ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES AND/OR CONTENT, OR INFORMATION CONTAINED WITHIN THIS WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR ANY DISPUTE OR CLAIM AGAINST EZsitePRO IS TO STOP USING THIS WEBSITE AND THE SERVICES. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. EZsitePRO IS NOT RESPONSIBLE FOR ANY IMAGES, DOCUMENTS, CONTENT, OR OTHER INFORMATION OR FILES THAT ARE PUBLISHED TO THE WEBSITE. EZsitePRO RESERVES THE RIGHT TO REMOVE ALL “INAPPROPRIATE” CONTENT AND/OR MATERIAL FROM THIS WEBSITE AS DETERMINED BY EZsitePRO, INCLUDING BUT NOT LIMITED TO INAPPROPRIATE PICTURES, DOCUMENTS, TEXT, OR OTHER FILES.

12. **Modification of Services and/or Products:** EZsitePRO reserves the right, at its sole discretion, to, at any time, modify, or discontinue any Services (including this website), temporarily or permanently, including the imposition of limits on certain features and services or restriction of access to parts or all of the Services, with or without notice.

13. **Modification of Agreement:** You agree that EZsitePRO may modify this Agreement, as well as any additional rules or policies that are or may be published by EZsitePRO, as necessary to comply with agreements with third parties now or in the future or for any other reason. Your sole and exclusive remedy if You do not agree with any modification of this Agreement shall be to stop using this website and the Services. If you continue to use this website or the Services, you are bound by any modifications to this Agreement.