



ArcApps, A division of iArc Global, LLC

Terms and Conditions

Initiating the ArcApps project process or using our services implies your acceptance of these terms. ArcApps reserves the right to modify this Agreement and will notify the client via email if any changes to the agreement are made. If you do not agree to these terms and conditions, please notify ArcApps in writing via U.S. Postal Service {13951 N. Scottsdale Rd. Ste #215, Scottsdale, AZ 85254, Attn: Josh Dolin} to terminate your account. Continued use of the service shall constitute your approval.

Client represents and warrants to ArcApps that he/she is eighteen (18) years of age or older or is another type of legal entity, such as a corporation.

System Rules. You must use your best efforts to avoid interfering with any other person's use and enjoyment of smart technology. You agree to comply with the following system rules of ArcApps. The following are strictly prohibited:

- A. Any attempt to introduce viruses, worms, Trojan Horses, or any other destructive programs, or to deliberately crash or overload the server systems of ArcApps or any other computer system accessed through ArcApps.
- B. Sending unsolicited mail. This includes but is not limited to, mailing of commercial advertising, informational announcements, political announcements and religious information. Such material may only be sent to those who have explicitly requested it;
- C. Forwarding or posting chain letters; pyramid schemes; make-money fast schemes; or any of similar type;
- D. Forging any message header, in whole or part, of any electronic transmission, originating or passing through ArcApp's system. Additionally all messages must contain a valid return address;
- E. Posting or transmitting any fraudulent information. This means any information that you know or have reason to know is false, and that you intend for others to rely on;
- F. Posting or transmitting any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations;
- G. Impersonation of any person including but not limited to, a ArcApps official or an information provider, guide, or host, communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, client profiles, chat dialogue and message posting;
- H. Newsgroup violations including posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as newsgroup spam, posting information that is inappropriate or topics not related to the topics focused on by the particular

participants of the particular newsgroup; posting binary files to newsgroups not specifically named for that purpose; posting any unsolicited advertising, promotional materials, or other forms of solicitation to other Clients, individuals, or other entities, except in those areas (e.g., classified areas) that are designated for such a purpose; and violation of newsgroup charter or FAQ. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it;

- I. User processes that run or are activated on ArcApps servers while the user is not logged in;
- J. Interference with or attempting to interfere with service to any user, host, or network denial of service attacks. This includes but is not limited to, flooding of networks, deliberate attempts to overload a service, and attempts to crash a host;
- K. Sending threatening or harassing e-mail (i.e. threatening physical injury or damage to persons or property);
- L. Unauthorized reselling of ArcApps; or
- M. Solicitation of ArcApps Clients to become clients of other services competitive with ArcApps.

Failure to comply with system rules may result in suspension or termination of your account.

{SERVICE}

ArcApps service is provided without warranties of any kind, either express or implied. ArcApps shall not be liable for any damages arising out of the use of the service or inability to use the service. You agree to indemnify ArcApps and hold without harm its officers, employees, directors, shareholders and other Users from any and all claims, damages, expenses (including attorney's fees) and liabilities as a result from any and all use of your account whether authorized or not authorized.

Service Commitment: Services provided to you through ArcApps may only be used for lawful purposes. Transmission or storage of any data, information or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright or trade secrets, and information that is confidential as a matter of law) is strictly prohibited. ArcApps may remove any content that is under investigation for violation of unlawful use.

Client may not, under any circumstances, use ArcApps in an unlawful manner, including, but not limited to:

- A. posting or transmitting of any unlawful, threatening, abusive, libelous, defamatory, obscene, or pornographic information of any kind, including without limitation to any transmissions constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability;
- B. Intercepting or attempting to intercept e-mail; and
- C. Uploading files that contain software or other material protected by copyright laws unless you own or control the rights thereto.

{OTHER CONDITIONS}

Severability. In the event that any portion of this Service Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. All provisions of this Service Agreement which operate to protect the rights of ArcApps shall continue in force even in the event of termination of this Service Agreement on other grounds.

No Waiver. ArcApps failure to insist upon or enforce strict performance of this Service Agreement

shall not be construed as a waiver of any provision or right.

Governing Law. This agreement is governed by the laws of the State of Arizona. Both parties consent to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona in all disputes arising out of or relating to this Service Agreement.

Captions and Headings. The various sections of this Service Agreement are for convenience only and carry no legal effect and shall in no way effect the interpretation or construction of the provisions of this agreement.

Relationship of Parties. Client agrees not to hold itself out as a representative, agent or employee of ArcApps and that ArcApps will not be liable by reason of any representation, act or failure to act by the Client.

{BILLING TERMS}

Invoices not paid in full within 5 days of the agreed upon due date will be considered past due. Invoices not paid in full within 30 days past their due date may result in account suspension or further action. All client work(s) stored by ArcApps will be removed from our systems once any invoice is not paid in full and 60 days past due.

{PAYMENT TERMS}

Billing Questions: All billing questions should be submitted in writing via U.S. Postal Service to {ArcApps, 13951 N. Scottsdale Rd. Ste #215, Scottsdale, AZ 85254, Attn: Josh Dolin}

Credit Card Payments: If payment is by credit card, client expressly authorizes any fees that accrue from month to month and confirmed via verbal communication supplemented by email or written documents. Client also authorizes a \$2.50 fee to be charged each time that the credit card is declined.

Billing Cycle: Billing Cycles are Monthly, Quarterly or Annual depending on your service contract. The account charges are due upon a receipt of an email or paper invoice. Request for changes to your account will be made at the beginning of the next billing cycle.

Payment Deadline: ArcApps must receive payment on or before the first day of each billing cycle. The account will be considered late if payment of all account charges is not received within five (5) days of the beginning of the billing cycle. If an account is still unpaid thirty (30) days after the first date of the billing cycle, the account will be in default and the client may have their access to service(s) interrupted.

Late Payments: All overdue invoices will be assessed a minimum service charge of 2% per month up to the maximum limit allowed with a minimum late charge of \$25.00. Any account that has been suspended for nonpayment will be charged a reactivation fee of \$250.00. File retrieval from archives for deleted accounts is available upon request for a fee to be determined based on the work involved to complete the request.

Returned Items: If any instrument (Check, Credit Card, etc) received for payment is returned to ArcApps unpaid, the account will be considered to be late and in addition to the amount due. The account will be subject to a minimum late charge of \$25.00 and a returned instrument charge of \$75.00.

Discrepancies in Billing: Unless Client notifies ArcApps of any discrepancies or irregularities within thirty (30) days of the date of the charge, they will be deemed as accepted by you for all purposes, including resolution of inquiries made by card issuer.

CLIENT RELEASES ArcApps FROM
ALL LIABILITY AND CLAIM OF LOSS RESULTING FROM ANY ERROR OR DISCREPANCY.

{TERMINATION}

Client Cancellation. Client must notify ArcApps in writing via U.S. Postal Service {ArcApps, 13951 N. Scottsdale Rd. Ste #215, Scottsdale, AZ 85254, Attn: Josh Dolin} of intent to cancel account(s) 60 days prior to any such action. Accounts must be **PAID IN FULL** before any work orders related to the digital transfer of assets will be honored.

Balance Due at Cancellation. Termination or suspension of service shall not relieve Client from the obligation to satisfy outstanding invoices. In the event any collection effort is required, all outstanding invoices, including payments, charges and fees are immediately due in full and the Client shall be responsible for all costs of collections including attorney fees, court costs and associated fees.