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Connare Tech Online Services - Terms of Use

BY USING CONNARE TECH'S ONLINE SERVICES (THE "SERVICE") YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

1.) CONNARE TECH, INC. PROVIDES ALL PRODUCTS AND SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE PRODUCTS AND SERVICES AND CONNARE TECH, INC. SHALL HAVE NO LIABILITY THEREFORE.

2.) This agreement also encompasses Connare Tech, Inc.'s general consulting services. Services involving any of the following including web hosting, software or systems application engineering / licensing and any network and/or information technology services are governed by this agreement AND additional terms and conditions outlined in Connare Tech, Inc.'s Web and Software Application TOS.

3.) Connare Tech, Inc., may decline to perform any services requested by Client that are in violation of applicable law or other obligation or that are not typically associated with the Services.

4.) You agree to pay Connare Tech, Inc., any fees specified (parts, labor etc.), and agree that if the scope of services change, Connare Tech, Inc., may adjust its charges accordingly. Payment of all fees is due within thirty (30) days upon the receipt of an invoice or immediately after services are performed. In the event any additional sum of money owned by you under this agreement is not paid when due and remains unpaid for thirty (30) days after its due date, Connare Tech, Inc., may add a service charge equal to the lesser of 25% of the past due amount or a minimum of \$25.00 whichever is greater, or the highest rate allowed by law.

5.) The term of this agreement will extend from the date specified on the front of this agreement until either party terminates this agreement in writing. Connare Tech, Inc., shall have the right to terminate this agreement, with or without cause, upon notice to you. In the event Connare Tech, Inc., terminates this agreement pursuant to this paragraph, a pro-rata refund, less fees and expenses incurred or accrued through the effective date of termination, will be paid to you. Connare Tech, Inc., shall not be in default of any provision hereof or be liable for any delay, failure in performance or

interruption of service resulting from any cause beyond Connare Tech, Inc.'s control.

6.) Customer agrees to indemnify and hold harmless Connare Tech, Inc., its subsidiaries, their affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or relate to the Agreement, Customer's use of the Products and Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

7.) CONNARE TECH, INC. SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE RESULTING FROM THE USE OF THE PRODUCTS AND SERVICES BY THE CUSTOMER OR ANY THIRD PARTIES OR ANY FAILURE OF THE PRODUCTS AND SERVICES OR (ii) ANY LOSS OF DATA OR CORRUPTION OF DATA, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, SERVICE INTERRUPTIONS, FAILURE OF CONNARE TECH, INC.'S NETWORK, RECLAMATION OF ACCOUNT/EQUIPMENT BY CONNARE TECH, INC., FAILURE OF SERVERS OR THE NEGLIGENCE OF CONNARE TECH, INC. CUSTOMER IS SOLELY RESPONSIBLE FOR SAFEGUARDING, BACKING UP AND ARCHIVING ALL DATA OWNED, CONTROLLED OR TRANSMITTED BY CUSTOMER THAT RESIDES ON CONNARE TECH, INC.'S NETWORK OR ANY SERVER OWNED OR OPERATED BY CONNARE TECH, INC.

8.) If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this agreement will be constructed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

9.) This agreement shall be governed by the laws (but not rules governing conflict of laws) of the State of New York.