

XGFORCE INTERNET SERVICES AGREEMENT

This agreement will govern your purchase and use of any XGforce Internet Services (collectively called "Plan(s)", your account will also be referred as your "Plan(s)") as described from XGforce web site and/or in the Order Form, ordered by you and accepted by XGforce (also known as XGforce.COM) and explains the terms and conditions that apply to your purchase and the use of the Plan(s). It is required that you accept this terms and conditions in order to use the Plan(s). By signing this XGforce Internet Services Agreement, you acknowledge that you have read this agreement and the **XGforce Acceptable Use Policy** at (<http://www.xgforce.com/aup.html>), and agree to be bound by the terms and conditions contained therein.

Agreement Modification

XGforce reserves the right to change or modify any of the terms and conditions contained in this document and any policy or guidelines incorporated by reference at any time. XGforce reserves, in it's sole discretion, the right to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting to Xgforce.COM website. XGforce will send you a notice of any revisions or changes to this document by email.

Payment

All charges for your Plan(s) must be paid in advance according to the most current price of the Plan(s). In the event that you have used excessive services, including, without limitation, additional bandwidth (If your plan is metered), or megabytes space. Our support team will send email notice for your excessive usage. You agree to pay for any and all charges that may coincide with the usage of your Plan(s) at the then current XGforce prices.

This agreement and your Plan(s) will be automatically renewed at the expiration of the term unless you followed the instructions described in the Termination Policy below.

Late Payment

If your payment is passed due more than 20 days from the due date, your Plan(s) will be suspended until XGforce receives your payment. If your Plan(s) is left unpaid for 28 days, your Plan(s) will be terminated. Upon account termination, all of your data, such as web files, databases, emails in your mailboxes, will be deleted from our server.

Quality of Service

XGforce will make its best efforts to provide quality and uninterrupted services but this is not a guarantee. XGforce will not be responsible for any damages caused by service interruption, temporary delay, or outages of the Plan(s).

Data Backups

You are responsible to make all of your data backups. XGforce is not responsible for your data losses.

If you have subscribed our data backup services, you should still **keep copies of your backups**, we are not responsible for any of your data losses.

Employee Solicitation

You agree not to approach XGForce employees with proposal to hire them as your own employees or contractors.

Limited Liabilities

Under no circumstances, including, without limitation, negligence or other tort, principles of contract, warranty, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise, shall XGforce in damages for your lost profits, loss of use, lost of data, errors, defects, phone bills, communication lines bills, loss of privacy, damages to third party even if XGforce has been advised of the possibility of such damages. In no event shall XGforce or its suppliers have any liability for unauthorized access to, theft or destruction of any content made available for distribution by the Plan(s) through fraud or devices.

Indemnification

You agree that you shall defend by counsel, reasonably accepted by XGforce, protect and hold XGforce harmless from and against any and all demands, liabilities, losses, costs, expenses, claims, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgment directly or indirectly arising from or related to the Plan(s) provided by XGforce to you.

Disclaimer

You acknowledge and agree that XGforce accepts no responsibility or liability for, and employs no control over, the content of the information passing through XGForce servers, network switches, or the Internet. All services performed are "as is" and without warranty against failure of performance including, not limited to, any failure due to computer hardware or communication systems. Except as expressly provided in this Agreement, XGforce does not make and hereby disclaims, and you hereby waive all reliance on, any representations or warranties, arising by law or otherwise, in reference to the Plan(s), including, but without limitation to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or developing from course of dealing, course of performance, or usage in trade.

Service Cancellation Instructions

Upon your Plan(s) cancellation, all of your data, including, not limited to, web files, databases, emails in your mailboxes, will be deleted from our server. No backup will be available.

To cancel your Plan(s), you must follow these instructions. Any other forms of termination will not be acceptable.

For any monthly services, which can be cancelled at any time, if a cancel URL is given in your account login instructions, you must use that URL to cancel your account. Once your account is canceled, all of your data stored in that account will be deleted.

For any service that doesn't have such cancellation link available, you must send email to support@xgforce.com the notice of cancellation to terminate your Plan(s).

There is no refund or credit for any Plan(s) that is cancelled early.

Liabilities and Obligations on Cancellation

If your Plan(s) is terminated for any reason, XGforce is not liable to you because of such an expiration or termination for compensation or reimbursement on Plan(s) of the loss of prospective profits, anticipated sales, goodwill or on Plan(s) of any investment, relation to, or association with your business or for any other reason resulting from the service termination or expiration. Any termination of this Agreement will not deem you exempt from past due invoices or fees that have acquired prior to the termination of this Agreement owed by you to XGforce as provided in this Agreement.

Violations

Failure to follow XGforce Internet Services Agreement, Acceptable Use Policies, and any guidelines, collectively called "Conditions", will result in cancellation of your Plan(s). XGforce will be the sole arbiter as to what constitutes a violation of the Conditions.

XGforce may investigate any reported violation of the Conditions or any complaints and take any action that it deems appropriate and reasonable to protect its systems, facilities, and/or third parties.

Compensation

You agree to compensate, XGforce and its affiliates and suppliers (and their respective employees, directors and representatives) for any and all expenses, including, without limitation, all claims, actions, proceedings, suits, liabilities, fines, and attorneys' fees, incurred by XGforce or its suppliers, arising out of, or relating to:

- (a) Your violation or breach of any agreement, terms, or any applicable policy or guideline,
- (b) Your improper or illegal use of the Plan(s); or
- (c) Your violation, alleged violation, or misappropriation of any intellectual property right (including, but not limited to, trademark, copyright, patent, trade secrets) or nonproprietary right of a third party.

Entire Agreement.

This agreement in addition with and to all policies and guidelines incorporated herein by reference, constitutes the entire agreement and contract between you and XGforce and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreement between you and XGforce with respect to the subject matter hereof.

Advertising

XGforce may, free of any obligation to compensation, payment or reward, use your name and refer to you as a client, in advertising, publicity, or similar materials distributed or displayed to current or prospective clients.

Laws

If your hosting server(s) are located in the USA, the entire agreement shall be governed by the laws of the United States and the state of California and its validity constructions, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of California applicable to contracts entered into and performed entirely within the State of California.

If your hosting server(s) are located in other countries, the laws of that country shall govern the entire agreement.

You shall at all times accord with all applicable laws and regulations and shall protect and save XGforce harmless from your failure to stray from accordance.

You agree that XGforce shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government. You shall not use the Plan(s) in any way that violates U.S. export laws, including, without limitation, uses related to the distribution of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use.

Severability

If any provisions of the entire agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable form and shall in no way affect the validity or enforceability of, the remaining provisions of the entire agreement, which shall remain valid and enforceable according to its terms.

If it is deemed severable form, the liability of XGforce and its suppliers to you will be limited to the amount actually paid to XGforce by you under this agreement during the one (1) month preceding the date on which the claim accumulated. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other damages. The fees for the Plan(s) set by XGforce have been and will continue to be based upon this allocation risk. Accordingly, you hereby release XGforce and its suppliers from any and all obligations, liabilities, and claim beyond the limitation stated in this section.

Warranties and Representation

You warrant and represent to XGforce that you are (1) at least eighteen 18 years of age; (2) you possess the legal right and ability to enter this agreement; (3) you will use the Plan(s) only for lawful purposes and remain in accordance with this Agreement and all policies and guidelines that may apply; (4) you will be financially responsible for your Plan(s); (5) you have acquired, or will acquire all necessary arrangements for hypertext links to a third party web sites or other content; (6) you have verified or will verify the accuracy of materials distributed or made available through use of the Plan(s), including, without limitation, your content, claims, warranties, guarantees, nature of business, and address where business is conducted, and (7) your content does not infringe or violate any right of any third party (including intellectual property rights) or violate any applicable law, regulation or ordinance; (8) you have verified that any software that you have installed to our server is correctly licensed.

XGforce Internet Service Subscriber

Business Name: _____

Business Address: _____

Full Name: _____ Signature _____ Date _____