



THE FOLLOWING USER TERMS OF SERVICE ARE IMPORTANT, AND AFFECT CUSTOMER'S LEGAL RIGHTS UNDER THIS AGREEMENT. PLEASE READ THEM CAREFULLY.

User Terms of Service

The following are terms of a legal agreement ("Agreement") between Killerspots.com and its affiliated and related companies (collectively, "Killerspots.com"), and the party purchasing services or acting on the purchaser's instructions or by the purchaser's permission ("Customer"). This Agreement governs Customer's use of and access to all services provided by Killerspots.com, including the Killerspots.com website.

This Agreement takes effect when Customer completes the purchase of any online subscription. By purchasing an online subscription, Customer represents it has the power and authority to enter into this Agreement, and that this Agreement constitutes a valid and binding obligation.

To the extent there is any discrepancy or conflict between this Agreement and other communications with Killerspots.com and its employees, this Agreement shall control.

1. Services and Promotions. Killerspots.com provides Website design; Social Media monthly management; Search Engine Optimization; Email campaigns, Inbound Marketing; Produced radio and television commercials and web video productions; and Promotional services, including Facebook and other Social Media enabled applications, website plugins, surveys, polls, and other market data gathering activities (collectively, "Services").

2. Definitions. "Server" means the computer server equipment in connection with the provision of Services. "Web Site" means the area on the Server allocated by Killerspots.com to Customer for Customer's use as a site on the Internet. "User Submissions" means all information or content provided by Customer to Killerspots.com.3. Payment. Payment must be made by credit card, unless Killerspots.com agrees in writing to other payment terms. If Customer elects a month-to-month subscription, Killerspots.com will bill Customer's credit card the fee stated at the time of purchase plus any applicable tax each month. If Customer elects an annual subscription, Killerspots.com will bill Customer's credit card the fee stated at the time of purchase plus any applicable tax each month of Customer's one-year term. Customer's subscription begins immediately upon successful completion of the electronic registration

process and confirmation of payment. Customers approved to pay by check will be charged a \$55 "returned check" charge for each check unpaid by the bank for any reason. Killerspots.com reserves the right to charge a late payment fee of 1.5% per month against overdue amounts or the maximum rate permitted by law, whichever is less. Customer is responsible for the payment of all taxes, charges, surcharges, and fees assessed or imposed on the Services. Killerspots.com reserves the right to suspend the provision of Services to Customer if any sum payable is not paid on or before the due date.

4. Cancellation. Killerspots.com may cancel the Services upon 30 days prior notice to Customer. Customer may cancel its subscription upon 30 days prior notice by calling Customer Support or accessing its online account at www.Killerspots.com. Services will terminate after the end of the Customer's final billing cycle after proper notice. Customer shall be responsible for all fees and payments due Killerspots.com through the end of the final billing cycle. At the time Services terminate, Killerspots.com's website design and all social media applications including all the files and databases associated with Customer's account will be deleted. If Customer wishes to continue to use the website designed by Killerspots.com, Customer may purchase the website template and design for a buyout charge determined by Killerspots.com. Customer may terminate its account and end its use of the Services after proper notice for any or no reason; provided, however, Customers seeking to cancel an annual subscription after the first 48 hours will be charged 50% of its remaining subscription obligation (for example, a Customer cancelling with 6 months remaining on its annual subscription will be charged for 3 months). If Customer has paid in full for an annual subscription, but cancels while having unused months not yet paid for, the remaining unused amounts will not be refunded. Domains, SSL certificates, IP addresses and any additional services ordered are not eligible refunds or partial refunds.

5. Default. If Customer breaches any provision of the Agreement, including its payment obligation, Customer shall be in default and all unpaid amounts shall become immediately due and payable, and Killerspots.com shall be entitled to suspend the Services and/or terminate this Agreement immediately without notice to Customer. Additionally, Killerspots.com is entitled to consider Customer in default if Customer becomes insolvent or goes into insolvent liquidation, suffers the appointment of an administrator or receiver, or enters into a voluntary forbearance arrangement with its creditors.

6. Suspension of Services. Killerspots.com may suspend all or part of the Services or Customer's access to the Services or may (i) delete, disable or deactivate Customer's account, block Customer's email or IP address, or otherwise terminate Customer's access to or use of the Services, (ii) remove and discard any Content within any account or anywhere on the Site or (iii) shut down an account, with or without notice, and with no liability of any kind to Customer if: (a) if Customer is delinquent on payment obligations for ten (10) days or more; (b) upon receipt of a subpoena or law enforcement request; or (c) if Killerspots.com has reason to believe that Customer's use of the Services jeopardizes Killerspots.com's ability to provide services to others, creates a security risk, or exposes Killerspots.com to liability. Killerspots.com does not issue credits or refunds for the time during which Services are suspended due to Customer conduct.

7. Privacy Policy. Killerspots.com takes its privacy obligations very seriously, and complies with various state, federal and international privacy policies. To the extent Killerspots.com collects personally identifiable information, it does so solely for the provision of Services to its Customers and potential Customers. Killerspots.com limits access to all personally identifiable information gathered within its organization and data is never shared outside of the company. Killerspots.com may contact Customer in connection with the Customer's subscription, and use Customer's personally identifiable information when Customer accesses future subscriptions or utilizes the Killerspots.com applications. Customer may also grant Killerspots.com permission within Facebook applications running on the Killerspots.com platform that allows Killerspots.com to share Customer's activity within applications on the Facebook platform and post on Customer's behalf. These permissions may or may not be required for Customer to participate in certain Promotions and Customer may revoke these permissions at any time in its Facebook privacy settings. Customer may request that its collected personally identifiable information be deleted from Killerspots.com, systems at any time by sending its request to support@Killerspots.com. To learn more about Killerspots.com's privacy policy, please visit <https://killerspots.com/privacy-policy/>.

8. Website and Services Access. Killerspots.com grants Customer permission to use its websites and the Services as set forth in this Terms of Service, provided that: (a) its use of the services as permitted is solely for its own use and not for the purposes of resale or redistribution; (b) Customer will not copy or distribute any part of the website or the services in any medium without Killerspots.com's prior written authorization; (c) Customer will not alter or modify any part of the website or the services other than as may be reasonably necessary to use the website or the services for its intended purpose; and (d) Customer will otherwise comply with the terms and conditions of these Terms of Service.

9. Customer Account. In order to access some features of the Services, Customer may have to create an account with Killerspots.com. Customer shall never use another party's Killerspots.com account without the permission of Killerspot.com. Customer shall provide accurate and complete information when creating an account. Customer shall not use any of the Services to impersonate any person or entity, or falsely state or otherwise misrepresent itself or its affiliation. Customer is solely responsible for the activity that occurs on its account, and Customer must keep its account password secure. Customer must notify Killerspots.com immediately of any breach of security or unauthorized use of its account. Although Killerspots.com will not be liable for its losses caused by any unauthorized use of its account, Customer may be liable to others as well as Killerspots.com if its account is used in violation of these Terms of Service.

10. Prohibitions. Customer agrees not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that access Customer's Web Site. Notwithstanding the foregoing, Killerspots.com grants the operators of public search engines permission to use spiders to copy materials from Killerspots.com's website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of

such materials. Killerspots.com reserves the right to revoke these exceptions either generally or in specific cases. Further, Customer agrees not to collect or harvest any personally identifiable information, including account names, from the Web Site, nor to use the communication systems provided by the Web Site for any commercial solicitation purposes. Customer agrees not to upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation. Customer agrees not to solicit, for commercial purposes, any users of the Website or the services with respect to their User Submissions. Customer agrees not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use of copying of any Content or enforce limitations on use of the Website, the Services or the Content therein.

11. Intellectual Property Rights. The content on the Website and the Services, except all User Submissions, including without limitation, the text, software, scripts, graphics, pictures, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are either owned by or licensed to Killerspots.com, and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Such Content and Marks shall not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited by Client or any other party for any purposes whatsoever without the prior written consent of Killerspots.com. Killerspots.com reserves all rights not expressly granted in and to the Website and the Content and Marks. Killerspots.com may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of Customers it believes to be willfully infringing the intellectual property rights of Killerspots.com or third parties.

12. User Submissions and Third Party Intellectual Property Rights. Customer represents and warrants to Killerspots.com that all User Submission is solely owned by Customer and does not and will not violate any law or infringe upon the rights of any third party, including, without limitation, any intellectual property rights, publicity rights, or rights of privacy. Customer is in the best position to know if the content Customer posts is legally allowed, and should review web resources devoted to providing information about copyright and fair use. Customer agrees to indemnify and hold Killerspots.com harmless for any claim, liability, damages, costs and expenses (including reasonable attorney fees) arising from of or related to the User Submissions.

13. Domain Name Registration. Killerspots.com makes no representation that the domain name Customer wishes to register is available to be registered by or for Customer or that the domain name will be registered in Customer's name. Customer should therefore not assume registration of its requested domain name(s) until Customer has been notified of registration by the relevant naming authority (e.g., ICANN). Any action taken by Customer before such notification is at Customer's own risk. The registration and use of Customer's domain name is subject to the terms and conditions of use applied by the relevant naming authority. Customer shall ensure that Customer is aware of, and complies with, those terms and conditions.

Customer shall have no right to bring any claim against Killerspots.com for refusal to register a domain name. Killerspots.com shall have no liability in respect of the use by Customer of any domain name. Any dispute between Customer and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, Killerspots.com shall be entitled, at its discretion, to withhold, suspend or cancel the domain name. Killerspots.com will not release any domain name to another provider unless Customer has remitted full payment of all amounts due and payable to Killerspots.com, including costs related to registering the domain name.

14. Customer Acknowledgments Regarding Web Site Hosting and Email. Customer acknowledges that it has been informed of and accepts the following limitations to the Services provided by Killerspots.com.

14.1. Accuracy of Information. Killerspots.com makes no representation and gives no warranty as to the accuracy or quality of information received by any person via the Server.

14.2. Lost or Damaged Data or Emails. Killerspots.com shall have no liability for any loss or damage to any data stored on the Server. Killerspots.com will use every reasonable endeavor to ensure the integrity and security of the Server, but makes no guarantee that the Server will be free from unauthorized users or hackers and shall be under no liability for non-receipt or misrouting of email or for any other failure of email. Customer shall effect and maintain adequate insurance coverage in respect of any loss or damage to data stored on the Server.

14.3. Service Availability. Killerspots.com shall make reasonable endeavors to make available to Customer at all times the Server and the Services, but it shall not, in any event, be liable for interruptions of Service or down-time of the Server.

14.4. Account Security. Customer shall keep secure any identification, password and other confidential information relating to its account and shall notify Killerspots.com immediately of any known or suspected unauthorized use of its account or breach of security, including loss, theft, or unauthorized disclosure of its password or other security information.

14.5. Customer Responsibilities. Customer shall observe the procedures which Killerspots.com may from time to time prescribe, and shall make no use of the Server which is detrimental to other Killerspots.com customers. Customer is responsible for monitoring its own disk/bandwidth usage and will be charged for excess usage should Customer surpass its allotted disk/bandwidth usage. Customers utilizing free hosting shall exclude themselves from promotions offered and afforded to paying Customers, and shall display an advertising banner as supplied by Killerspots.com. Customer will refrain from using programs which consume excessive system resources including, but not limited to, processor cycles and memory. Killerspots.com does not host IRC, 1RC chats, or other server resource intensive programs. Customers accessing other networks connected to Killerspots.com must comply with the rules appropriate for those other networks.

14.6. Email Rules and Restrictions. Customer shall ensure that all email is sent in accordance with applicable laws and regulations (including data protection legislation) and in a secure manner. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. Customer shall not use another sites mail server to relay mail without the express permission of the site. It is contrary to Killerspots.com policy for Customers to use our servers (i) to send mass e-mailings, whether unsolicited, opt-in, or otherwise, and (ii) to engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Killerspots.com provided server, or using a Killerspots.com provided server as a mail drop for responses. Customer shall be held liable for any and all costs incurred by Killerspots.com as a result of its violation of these rules and restrictions. This includes, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. Killerspots.com's current hourly rate for Postmaster responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is US \$365 per hour, with a minimum two (2) hour charge, plus US \$5 for each bulk-email or message sent, plus US \$5 per complaint received. Server maintenance fees of \$210 per hour may also apply.

15. Unlawful and Inappropriate Uses Prohibited. Customer represents, undertakes and warrants to Killerspots.com that Customer will use the Web Site allocated to Customer only for lawful and appropriate purposes, and will comply with all applicable rules, laws, and regulations. Customer is solely responsible for the use of the Services by any person who gains access to Customer's data.

15.1. Unlawful Conduct. Customer will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party; nor will Customer authorize or permit any other person to do so. Customer will not post or transmit any material which constitutes, or encourages the commission of a criminal offence, or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

15.2. Inappropriate Conduct. Customer will not post, link to or transmit (a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable as determined by Killerspots.com in any way, or (b) any material containing a virus or other hostile computer program. Customer will not falsify user information provided to Killerspots.com or to other users of the service in connection with use of a Killerspots.com Service. Customer will not send bulk email, whether opt-in or otherwise, from our network. Nor will Customer promote a site hosted on our network using bulk email.

15.3. Torturous Conduct. Customer shall not post defamatory, scandalous, or private information about a person, intentionally inflict emotional distress, or violate trademarks, copyrights, or other intellectual property rights.

15.4. Consequences of Violation. Killerspots.com may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Killerspots.com reserves the right to remove from its web site without notice any material which it deems, in its sole discretion, inappropriate. Killerspots.com does not host Warez, Underage Adult, Pornographic, or Copyrighted Media content.

16. Support Services. Killerspots support services at the present time consist of solving Server-related problems only. If Customer requires support for its scripting, there are several online tutorials available. Alternatively, Customer may purchase Killerspots.com's technicians' services at the rate of \$265 per hour, with one half hour minimum billed. Killerspots.com reserves the right to waive this fee at any time. Support Services can only be provided in English.

17. Disclaimer of Warranty. THE SITE, THE CONTENT AND THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES FROM KILLERSPOTS.COM OF ANY KIND, EITHER EXPRESS OR IMPLIED. KILLERSPOTS.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. KILLERSPOTS.COM DOES NOT REPRESENT OR WARRANT THAT SITE CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE SITE, THE CONTENT OR ANY PORTION THEREOF. KILLERSPOTS.COM MAKES REASONABLE EFFORTS TO ENSURE ITS SERVICES WILL FUNCTION AS CLAIMED, BUT DOES NOT GUARANTEE THAT THE SERVICES WILL ALWAYS BE AVAILABLE. SERVICES WILL OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. IN ADDITION, CUSTOMER AGREES THAT KILLERSPOTS.COM WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO CUSTOMER THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, ETC. While Killerspots.com attempts to make its access to and use of the Site safe, Killerspots.com does not represent or warrant that the Site or any Content are free of bugs, viruses, Trojan horses, or other harmful components which may be transmitted to or through the site or the services.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL KILLERSPOTS.COM, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS AND AGENTS BE LIABLE FOR ANY ACTUAL OR POTENTIAL DAMAGE THAT MAY BE CAUSED TO CLIENT INCLUDING WITHOUT LIMITATION, ANY LOSS OF MONEY, GOODWILL, REPUTATION, SPECIAL, INDIRECT, DIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA OR BREACH OF DATA SECURITY) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, EVEN IF KILLERSPOTS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT AND WITHOUT LIMITING THE GENERALITY OF THIS SECTION, TO THE EXTENT PERMITTED BY LAW, CLIENT AGREES THAT KILLERSPOT.COM'S TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES AND LOSSES ARISING FROM CLIENT'S USE OF THE SERVICES WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CLIENT TO KILLERSPOTS.COM FOR THE SERVICES DURING THE 3 MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. SOME JURISDICTIONS DO NOT

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

18. Indemnification. To the fullest extent permitted under law, Customer will defend, indemnify and hold Killerspots.com harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any misrepresentation or breach of this Agreement or violation of any applicable law, regulation, or order. Customer will also defend, indemnify and hold Killerspots.com harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) relating to any claim brought against Killerspots.com by a third party resulting from the provision of Services by Killerspots.com to Customer and its use of the Services and the Server.

19. Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to perform under this Agreement during any period in which performance is delayed by circumstances beyond its reasonable control, such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, riot, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), hacks, acts of God, acts or omissions of internet traffic carriers or action or omissions of regulatory or governmental authorities ("Force Majeure"). If the Force Majeure event lasts longer than 30 days, then either party may terminate this Agreement. Customer acknowledges and agrees that its data may not be recoverable in the event of Force Majeure.

20. Headings. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior and contemporaneous agreements and understandings, whether written, oral or implied with respect to the subject matter hereof. This Agreement may not be added to, modified or superseded except in a writing signed by an authorized representative of the party to be charged.

22. Future Changes to this Agreement. Killerspots.com reserves the right to change the terms of this Agreement at any time. Killerspots.com will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on Customer on the date they are posted to Killerspots.com's website and no further notice by us is required upon Customer's continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service.

23. Severability. The provisions of this agreement are separate and divisible and if any court of competent jurisdiction will determine any provision of this Agreement to be void and/or unenforceable, the remaining provision or provisions will be construed as if the void and/or unenforceable provision or provisions were not included in the Agreement.

24. Notices. All notices required by this Agreement or relating to the Services herein shall be deemed given if sent by electronic means to the primary email address for Customer on file with Killerspots.com, or if mailed postage pre-paid, registered or certified mail, return receipt requested, or by nationally recognized overnight courier. All notices to be considered valid under this Agreement shall be sent to the primary email address or primary physical address identified in Customer's electronic registration.

25. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Customer may not assign this Agreement or any rights or obligations under this Agreement to a third party without Killerspots.com's prior written consent. Killerspots.com may assign, sell, or transfer this Agreement, in whole or in part, at any time or from time to time.

26. Governing Law; JURY WAIVER. This agreement will be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of laws principles. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS CONSTITUTES A WAIVER OF A TRIAL BY A COURT OR JURY.

27. No Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit either party's right to enforce such provision at a later time. All waivers must be in writing to be effective.