

TERMS OF SERVICE FOR VERIZON WEBSITES AND WEBLISTINGS SERVICE

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS, IN CONNECTION WITH YOUR USE OF THE VERIZON WEBSITES AND WEBLISTINGS SERVICES.

PLEASE READ THEM CAREFULLY.

These Terms of Service ("Agreement") are entered into between you (referred to as "you", "your" and "Customer") and Verizon Online LLC, (referred to as "Verizon", "we", "our", or "us"). This Agreement is comprised of the Service Quotation ("Quotation") provided to you, our Acceptable Use Policy ("AUP") set forth at, http://business.verizon.net/policies/acceptable_use.asp, as well as our Privacy Policy located at <http://business.verizon.net/policies/privacy.asp> and the Privacy Policy located at <https://www.homestead.com/~site/Legal/privacy.ffhtml>. Your acceptance of the Terms of Service indicates your agreement to comply with this Agreement regarding your use of the Services. You will be deemed to have accepted this Agreement upon the earlier of: (a) submission of your order; (b) acceptance of this Agreement electronically; (c) your use of the Service.

- 1. Service.** The term "Service" shall mean the Verizon Websites service, including all features, functions and/or applications that are included with the Verizon Websites service, or are purchased as an additional feature(s) of Verizon Websites, including WebListings. The term "Content" shall mean audio, video, image or other files or data in digital or electronic form of any type provided by or on behalf of you that resides on or is linked to or from the Service.
- 2. Term.** This Agreement shall be effective upon your acceptance of this Agreement, as provided above, and shall continue either on a month-to-month basis or for the term specified for the Service or Verizon Bundled Service ("Bundled Service") plan you select (the "Initial Term"). The Initial Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein. If you subscribe to a plan with a minimum term commitment (a "Term Plan"), you agree to maintain the Service or Bundled Service for the duration of that Term Plan. For Verizon Websites, your Term Plan begins on the later of: (a) the date you change your existing Service plan to a Term Plan; or (b) your Service Ready Date. For Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Service plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan until terminated by either party as permitted by this Agreement at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply. In the event you change Service or Bundled Service plans, your monthly rate and term commitment may change (depending on the plan you select); otherwise, the terms of this Agreement will remain in effect unless otherwise provided. We reserve the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location. If we cease offering the Service (or any part thereof) generally or to your location, we will give you at least thirty (30) days advance notice.
- 3. Prices.** We will give you at least thirty (30) calendar days prior notice of a price change. Your continued use of the Service after the effective date of the price change constitutes your acceptance of such change. If you change your Service, you agree to pay the monthly fee that applies to your new Service. You are responsible for all charges associated with the Service, including but not limited to a) applicable taxes, b) surcharges, c) set up fees, and d) charges for FTP site moves, domain name services, and excess storage and resource utilization. These charges may vary on a monthly basis; any variation will be reflected in your monthly bill. You also agree to pay any additional charges or fees applied to your account due to insufficient credit or insufficient funds.

4. **Billing.** Billing on your account will begin once your Service order is submitted. We will bill you on a monthly basis using the billing method you select. Any nonrecurring charges for FTP Site moves, domain name services, set-up or other such fees will be included on your first month's bill. Monthly recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Verizon or its agent will bill you directly, or bill your credit or debit card or your local Verizon telephone bill (telephone billing available in selected areas only), as you request and subject to approval by Verizon. IF YOU ELECT TO BE BILLED FOR THE SERVICE ON YOUR VERIZON PHONE BILL, YOUR USE OF THE SERVICE WILL CONSTITUTE YOUR AGREEMENT TO HAVE VERIZON CHARGES INCLUDED ON YOUR VERIZON LOCAL TELEPHONE BILL. If you are signing up for recurring credit or debit card payments on-line or through our website, you have authorized us to treat your electronic signature as evidence of your consent to initiate recurring electronic payment transactions from your credit or debit card on a monthly basis. Your consent only applies to the initiation of the recurring electronic credit or debit card charges. Your authorization via electronic signature has the same effect as a handwritten signature on a paper-formatted contract. IF YOU ELECT TO BE BILLED ON YOUR CREDIT OR DEBIT CARD FOR THE SERVICE, VERIZON WILL CONTINUE TO BILL THE CARD UNTIL YOU TELL US TO CANCEL SUCH BILLING, YOU UNDERSTAND THAT YOU WILL NOT RECEIVE MONTHLY NOTIFICATION PRIOR TO VERIZON BILLING YOUR CARD, AND YOU ALSO AGREE THAT VERIZON MAY RECEIVE UPDATED CARD ACCOUNT INFORMATION FROM YOUR CARD ISSUER.
5. **Payment, Late Fee and Credit Related Matters.** Payment to Verizon is due upon receipt of our invoice and shall be made in U.S. currency. A payment received thirty (30) calendar days or more after the invoice date is considered past due. If your charges are billed by your Verizon local telephone company, the Late Fee applied will be equal to the late payment charge that your local telephone company applies. If your charges are not billed by your Verizon local telephone company, you agree to pay late fees equal to the amount due plus interest of 1.5% for each month or part of a month (or the maximum interest allowed by law, whichever is less). Verizon may assign unpaid delinquent charges to a collection agency for action. If we use a collection agency or take legal action to recover monies due, you agree to reimburse Verizon for all expenses we incur to recover such monies (including attorney's fees). If you fail to pay your bill, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. Verizon may cancel your order or terminate this Agreement if, in our sole judgment, the results of such credit search are unacceptable.
6. **No Warranties.** ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL NOT CREATE A WARRANTY OF ANY KIND REGARDING THE SERVICE OR YOUR USE OF IT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, VERIZON AND ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") DISCLAIM, WITH RESPECT TO THE SERVICES, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NONINFRINGEMENT. YOU AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PROVISIONING AND PERFORMANCE (SPEED) OF THE SERVICE IS SUBJECT TO OTHER FACTORS, INCLUDING WITHOUT LIMITATION, COMPUTER/SERVER CONFIGURATION AND CAPABILITIES AND NETWORK/INTERNET PERFORMANCE, AMONG OTHER FACTORS BEYOND OUR CONTROL AND ARE NOT WARRANTED. IN THE EVENT THE SERVICE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT). VERIZON AND ITS REPRESENTATIVES DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL MEET YOUR NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE

UNINTERRUPTED, ERROR-FREE, OR SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE.

7. **Your Responsibilities; Notices; Revisions to Terms of Service.**

- a. **Your Responsibilities.** You represent that you are eighteen (18) years of age or older, that you have the legal authority to enter into this Agreement and that the information you supply to us is correct and complete. You agree that you are solely responsible for all use of the Service and the manner in which the Service is used by you or anyone who uses the Service, with or without your permission. You may not resell the Service to a third party. You also agree that your use of the Service is at your own risk and is subject to all applicable laws and regulations, and to use the Service only within the United States.
- b. **Protection of Data and Access to the Service by Verizon.** YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR ALL CONTENT ON THE SERVICE AND FOR THE PROTECTION, STORAGE, BACK-UP AND SECURITY OF YOUR DATA, CONTENT, SOFTWARE, COMPUTER NETWORK AND OTHER FACILITIES, AS WELL AS YOUR CHOICE OF EQUIPMENT, SOFTWARE AND USE OF THE SERVICE. You agree to provide us with the access to and support regarding the Service upon request. Verizon does not filter or monitor Content displayed or stored on the Service although we reserve the right to do so. We may disclose any information necessary or appropriate to satisfy our legal obligations, or protect Verizon, or its customers. . WE RESERVE THE RIGHT TO ACCESS, DISABLE OR SUSPEND THE SERVICE, TAKE DOWN CONTENT OR REFUSE TO REMOVE CONTENT, AND TO TAKE ANY OTHER ACTION WE DEEM APPROPRIATE REGARDING THE SERVICE AND/OR CONTENT IN THE EVENT WE HAVE REASON TO BELIEVE IT CONTAINS ILLEGAL MATERIAL OR VIOLATES THESE TERMS OF SERVICE, IN RESPONSE TO A SUBPOENA, COURT ORDER OR OTHER LEGAL REQUEST OR TO PROTECT THE NETWORK, VERIZON OR OTHER INTERNET USERS. WE WILL SAVE YOUR CONTENT FOR A PERIOD OF THIRTY DAYS UNTIL YOU CONTACT US FOR RETRIEVAL. IF NOT CONTACTED BY YOU WITHIN THOSE THIRTY DAYS, WE WILL DELETE YOUR CONTENT PERMANENTLY FROM OUR SERVERS.
- c. **Limitations on Content.** The placement of Content on the Service does not constitute any endorsement of such Content by Verizon. By transmitting, uploading, posting or submitting any Content to the Service, you agree (i) that such Content is not confidential, secret or proprietary information belonging to you or someone else; and (ii) that no other person has rights to the Content and that your use, display or transmission of Content does not violate any trademark, copyright or other intellectual property laws relating to it. Any web sites linked to or from the Service are not reviewed, controlled, or examined by Verizon and Verizon is not responsible for the contents of any such sites or any links. ANY DEALINGS THAT YOU HAVE WITH THIRD PARTIES, MERCHANTS OR ADVERTISERS REGARDING THE SERVICE ARE SOLELY YOUR RESPONSIBILITY AND YOU AGREE TO INDEMNIFY, DEFEND AND HOLD VERIZON AND ITS OFFICERS, DIRECTORS, AND EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY LIABILITY OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM ANY CLAIMS AGAINST VERIZON RESULTING FROM YOUR USE OF THE SERVICE OR SUCH RELATIONSHIPS.
- d. **Notices Regarding the Service.** From time to time we may send you information relating to the Service (including password information and revisions to this Agreement) via electronic mail to the email contact address that you provide and you agree to check your email box and your Verizon.net email box (if any) for such notices. You consent to our distribution of such information to you electronically and you agree to check your email box periodically for account related information. Additionally, you may receive transactional emails related to your purchase of the Service. Such emails are governed by the Verizon privacy policy and the Privacy Policy. You agree to keep your email contact address current by ensuring that Verizon has your current email contact

information. **Please review your account profile periodically to ensure that your email address is current.**

- e. **Revisions to Terms of Service.** You agree that we may revise the terms and conditions of this Agreement and any related policies from time to time by posting such revisions to the Verizon business website at <http://business.verizon.net/policies/tos.asp> (the "Website") and to the Announcements page located at <http://business.verizon.net/announcements>. We may also send you a notification of such revisions to the email address you provide to us and/or to your Verizon.net email address (if any). Revisions to the Agreement are effective upon posting to the Website or such other date that we select and your continued use of the Service after the effective date constitutes your agreement to the revised Agreement. If you do not agree to the revised Agreement, you must terminate your Service immediately. If the revision constitutes a material negative change to the Service, no early termination fees will apply.
8. **Indemnification.** You agree to indemnify and defend Verizon and its third party licensors, providers, and suppliers (Indemnitees) and hold Indemnitees harmless from any damages, costs (including attorneys' and experts' fees) and liabilities we incur from any claim, lawsuit or cause of action of any sort arising from your use of the Service, or the use of the Service by others, or breach of this Agreement. In such event, you agree to conduct the defense and to control the litigation and settlement, if any; provided that, you may not to agree to any judgment or enter into any settlement that adversely affects our rights or interests or requires Verizon and/or Indemnitees to admit any liability or to pay money or offer in-kind services without our prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. THE PARTIES AND INDEMNITEES DISCLAIM ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.
9. **Compliance with Laws.** You agree not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation or our AUP or other Verizon policies referenced in this Agreement or provided to you in the Service, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment and software of our network or other networks. By way of example and not limitation, you agree not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute or store child pornography; distribute obscene or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that your use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Verizon network or service, customer or employee, or, if you are determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also reserve the right to provide information about your account and your use thereof to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.
10. **Export Restrictions.** You acknowledge that your website, the Services, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export the Services, or any part of the Services, in violation of these laws and regulations, directly or indirectly. You also agree not to provide access to any part of the Services to anyone who you have reason to know may use the Services in the development of nuclear, chemical, or biological weapons.
11. **Software Provided.**

- a. Verizon may provide to you, at no cost or for a fee, access to additional services owned by Verizon or its third party licensors, providers or suppliers (collectively, "Suppliers") in connection with the Services ("Additional Services"). You may use the Additional Services only in connection with your use of the Service and for no other purpose. If the Additional Services are software it may be accompanied by an end user license agreement from Verizon or a third party. Your use of the Additional Services is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any such software unless you first agree to any applicable license agreement.
 - b. If the Additional Services are not accompanied by an agreement from Verizon or a third party, you are hereby granted a personal, revocable, non-exclusive, non-transferable right by Verizon or its Suppliers, to use the Additional Services (and any updates and upgrades thereto) solely in connection with your use of the Service.
 - c. You understand and agree that the Additional Services are the confidential information of Verizon or its Suppliers, that it contains copyrighted material, trade secrets, patents, and proprietary information owned by Verizon and/or its Suppliers, and that you will not disclose or provide the Additional Services to others or use it except as expressly permitted herein. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Additional Services, otherwise reduce the Additional Services to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Additional Services, or otherwise transfer the Additional Services to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Additional Services. You are not granted any title or rights of ownership in the Additional Services. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Additional Services and related documentation, as well as any corrections, updates and upgrades. We reserve the right to update or change the Additional Services from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Additional Services. The Additional Services may be used in the United States only, and any export of the Additional Services in violation of law is strictly prohibited.
 - d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT VERIZON PROVIDES YOU WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, YOU AGREE THAT YOUR SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM OR FOR PERSONAL INJURY OR DATA LOSS, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
 - e. Verizon provides technical assistance for the Additional Services in accordance with its policies. Unless otherwise provided, technical assistance for third party Additional Services is provided by the Additional Services supplier in accordance with its policies or other terms.
 - f. Your right to use the Additional Services shall remain in full force and effect until it is terminated by Verizon, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.
12. **Other Third-Party Agreements.** You agree to comply with the terms of service that apply to any websites or other services you access on the Internet and agree that the third party provider of such services (and not Verizon) is solely responsible for the delivery of its services(s) to you and your use of them. Third party services include, but are not limited to, portal, music, video, auction, security, financial, gaming, storage and photography services, whether or not Verizon has made such services available to you. Violations of such third party provider's terms of service may, in Verizon's sole discretion, result in the termination of your Service. You further agree to indemnify, defend and hold Verizon and its Representatives harmless from and against any claims or liabilities that may result from your use of such third party services.

13. **WebListings Additional Terms of Service.** Before you can access the WebListings Service, you may be required to review and accept and separate Terms of Service with a third party provider of the WebListings service. If you do not agree to such provider's Terms of Service, you must contact Verizon to cancel your WebListings Service.
14. **Termination of Services.** Upon termination or expiration of this Agreement, you agree to cease use and access of all provided Services and immediately delete such access from your computer.
15. **Customer Equipment; Email Security; and Backup and Maintenance**
 - a. **Customer Equipment.** You are solely responsible for obtaining and maintaining any equipment, network connections and software necessary to use and access the Service.
 - b. **Email Security** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including without limitations, viruses, spam, phishing, identity theft and any other potentially disabling or harmful threat or abuse. These security measures may include but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters anti-virus or anti-spyware software, or blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.
 - c. **Verizon Backup and Maintenance** Verizon may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple Verizon servers. Verizon may access, copy, block or remove any Content stored on your Service, whether pursuant to a subpoena or otherwise. We do not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to, your information.
16. **Termination for Default.** Either party may terminate or cancel this Agreement if the other fails to cure a material breach of the Agreement within thirty-(30) calendar days after receiving written notice of the breach. We reserve the right, but assume no obligation, to suspend performance immediately if you are more than thirty-(30) calendar days overdue in payments or if, in our reasonable judgment, you have violated any provision of this Agreement, including our AUP.
17. **Government Entities.** Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its third party licensors, providers and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement, or any modification.
18. **Limitation of Liability.** IN NO EVENT SHALL VERIZON OR ITS THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR (A) ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY THIRD PARTY.
19. **Limitation of Damages.** VERIZON'S AGGREGATE LIABILITY, AND THAT OF VERIZON THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY NON-INSTALLATION, SECURITY BREACH, FAILURE OR DISRUPTION OF SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAID BY YOU UNDER THE APPLICABLE SERVICE AGREEMENT DURING THE 6-MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE. SOME

JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THESE JURISDICTIONS OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. **Third Party Beneficiaries.** ALL LIMITATIONS OF LIABILITY, INDEMNITIES AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO VERIZON'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
21. **Changes, Additional Features or Updates to the Service.** Verizon reserves the right to make changes to the Service or any portion thereof at any time and without advance notice. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate the impact, then, as your sole and exclusive remedy, you may terminate the Service without further obligation. Verizon may also, from time to time, make available to you additional features and third party provided applications that work with the Service ("Additional Features") that may enhance, provide additional functionality or improve delivery and use of the Service. You agree to abide by any third party application provider's terms and conditions provided to you in connection with any Additional Features. You may elect to obtain those Additional Features when available pursuant to specific terms and conditions and other instructions provided by Verizon on the Subscription Change page. Certain Additional Features may require payment of an additional charge. Your use of an Additional Feature is at all times otherwise subject to the terms and conditions of this Agreement, as well as any other applicable terms and conditions provided with the Additional Feature.
22. **Standard Clip-Art and Photos.** As part of the Services, Verizon provides you with standard clip-art and photos to incorporate into your websites using the Services. In using the clip-art and photos, you are governed by terms of use with a Third Party Image Vendor ("TPIV"), the supplier of the clip-art and photos, which is incorporated into this Agreement and can be found at: <http://imagelicense.homestead.com>.
23. **Internet Domain Name Registration.** Independent Third Party Domain Name Vendors ("TPDNVs") who are ICANN accredited registrars, provide domain name registration services. You hereby authorize Verizon or its licensors if requested, to transfer in or acquire your selected domain name from TPDNVs. In order to receive a domain name, you must agree and remain agreeable through the use of the domain name, to the TPDNVs' terms of service which the TPDNVs may change at any time in their sole discretion. You understand that you are creating a separate contractual relationship between you and the TPDNVs, and that you, and not Verizon or its licensors or its affiliates, are responsible for all liability, and obligations in connection with that relationship. For more information, please see the Terms of Service for Verizon Domain Names (a service offered in conjunction with Tucows, Inc.) located at <http://business.verizon.net/policies>
 - a. If, after registering one or more domain names that are included with any Verizon or its licensors Service package, because of a your incorrect registration of a domain name or otherwise, you choose to delete a previously registered domain name and subsequently register one or more additional different domain names, you will be charged the resulting domain name registration fees.
 - b. You will be listed as the registrant and administrative contact in connection with your domain name; however, Verizon or its licensors or its affiliates, may temporarily list itself as the registrant and administrative contact in the event that it changes to a different TPDNV until the TPDNV's change is completed. You hereby authorize Verizon or its licensors or its affiliates, to list itself as the billing contact, technical contact and name servers in connection with your domain name and to take any actions Verizon or its licensors deems appropriate in those capacities. However, upon termination of the Service, Verizon or its licensors and its affiliates, will immediately cease acting in those capacities including switching registrars. After such time, neither Verizon or its licensors nor its affiliates will be responsible to forward any notices, emails or other correspondence to you or to take any other actions in connection with your domain name. Additionally, in the event that your account is suspended by Verizon or its licensors for lack of payment or any other reason, Verizon or its licensors shall not renew any domain names that may become due for renewal during the suspension of the account. You will be solely responsible for all ongoing fees, as well as removing Verizon or its licensors or its affiliates as the billing, technical contact and name servers in connection with your domain name.

24. **Force Majeure.** If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our or our third party licensors, providers or suppliers' reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of nonperformance.
25. **Publicity.** You shall not use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with Verizon or its affiliates, third party licensors, providers or suppliers, or from which any association with Verizon, or its affiliates third party licensors, providers or suppliers may be inferred or implied, in any manner without the prior written permission of Verizon.
26. **Choice of Law. Except as otherwise required by law, you and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
27. **Down-grade/up-grade Change Order Activities and Associated Fees.** You may downgrade or upgrade the Service, and your bill will be adjusted accordingly.
28. **Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. You may not assign this Agreement without our prior written consent. We may freely assign this Agreement. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us. Any notices or demands or other communications which under the terms of this Agreement or under any statute must or may be given or made by either party shall be in writing to the respective parties as set forth herein. Notices to us shall be to the attention of the Legal Department. Either party may change the notice address or addressee by giving notice thereof to the other party. Notices may be given to the address listed below* by first class U.S. mail, or nationally recognized overnight express courier. Notices shall be deemed to have been given on receipt if delivered by overnight express courier or three (3) days after delivery to the United States Postal Service if mailed. If any of the terms or conditions in this agreement are found to be invalid or unenforceable by a court or government body, the remaining terms or conditions of this agreement shall not be affected by the finding and shall continue to apply as necessary to reflect the original intention of the parties. Verizon's failure at any time to enforce any provision of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided shall in no way be construed to be a waiver of such provision, right, remedy or option or in any other way affect the validity of this Agreement. The exercise by Verizon of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice Verizon from exercising thereafter the same or any other rights or remedies or options.

*Verizon Online LLC
22001 Loudoun County Parkway MS: E1-3-218,
Legal Dept.
Ashburn, VA 20147

29. **Service Cancellation.** If you wish to cancel your Service, you may do so by calling us at 1-888-649-9500 if you have High Speed Internet for Business or 1- 888-244-4440 if you have Verizon FiOS Internet for Business service. You agree to pay us all Service fees accrued up to and including the cancellation date. If we provided, at no charge to you, an annual domain name registration with your Service, you agree to

reimburse us any actual charges we incurred for your annual domain name registration if you cancel Service within sixty (60) after placement of your order. After the Service is available to you, you agree to pay any annual domain name registration renewal fee incurred by Verizon on your behalf. Activation, or set-up and domain registration fees paid are not refundable. You must cancel your domain name registration service by contacting the domain name registrar directly.

The following additional terms apply to Storefront Service ("Storefront") (and bundles containing this service as a component). Storefront is an additional service that Verizon makes available as an option for certain Services. These terms apply to Storefront in addition to the terms and conditions that appear above.

30. **Service Description and Disclaimer.** A third party store vendor ("TPSV") provides e-commerce services, which allows you to develop and operate an online storefront ("Store") for your website. Neither Verizon nor its third party licensors are responsible for the actions or inaction of the then current TPSV or the unavailability or malfunction of their network or services. Neither Verizon nor its affiliates are a party to, and shall not be involved in or be responsible for, transactions, agreements, and/or disputes between you and the TPSV ("the TPSV Dispute"). In the event of a the TPSV Dispute, you hereby release Verizon and its Suppliers from 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 connection with such disputes. By using these Services, you agree to the following additional terms and conditions:
31. **Prohibited Uses.** In addition to the restrictions set forth above, you shall not use, nor permit any third party to use, the Store(s) or your website or any part thereof: (i) to violate any federal, state or local law, (ii) to transmit any obscene communication, (iii) to promote any illegal activities, (iv) to violate any intellectual property rights (v) to attempt to overcome or penetrate any security measures on the server, or (vi) to upload or transmit any virus or harmful agent. You acknowledge that you may be subject to civil or criminal liability under the laws of various governmental jurisdictions as a result of any failure to abide by the provisions of this paragraph.
32. **Control.** You will be solely responsible for the development, operation and maintenance of the Store(s) and all content and materials appearing in the Store(s), including without limitation (i) the technical operation of the Store(s), (ii) the accuracy and appropriateness of content and materials appearing in the Store(s), (iii) ensuring that the content and materials appearing in the Store(s) do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy or other personal or proprietary rights), and (iv) ensuring that the content and materials appearing in the Store(s) are not libelous or otherwise illegal. You also will be solely responsible for accepting, processing and filling any customer orders generated through the Store(s), and for handling any customer inquiries and complaints arising therefrom. You shall inspect and monitor the Store(s) as frequently and extensively as necessary to ensure its proper operation and compliance with the provisions of this Agreement, and to uncover any problems with the Store(s). To the fullest extent permitted by law, the Store(s) will be deemed to be exclusively "under the control" of you and not "under the control" of Verizon or its affiliates and Suppliers.

The following additional terms apply to Searchlight Service ("Searchlight") (and bundles containing this Service as a component). Searchlight is an additional service that Verizon makes available as an option for certain Services. These terms apply to Searchlight in addition to the terms and conditions that appear above.

33. **Searchlight.** Verizon and its third party licensors provide users with access to search engine marketing services (the "Searchlight Service"). Users of the Searchlight Service can buy specified volumes of pay-per-click ("PPC") advertisements to be displayed by third party search engines ("Campaign"). Verizon may, at its sole discretion, provide the Searchlight Service in conjunction with a search engine marketing partner ("SEM Partner") of Verizon's choosing. You understand and agree that the Searchlight Service may include certain communications from Verizon and/or its Searchlight Partner, such as service announcements, administrative

messages and that these communications are considered part of Verizon membership and you will not be able to opt out of receiving them.

34. **Disclaimer.** Verizon assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Searchlight Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Searchlight Service.
35. **Termination by Customer of the Searchlight Service.** You cannot terminate the Searchlight Service during the initial ninety (90) day period following your subscription start date. You agree and acknowledge that upon termination of the Searchlight Service, it may take up to thirty (30) days for a complete cessation of all advertising campaign activity ("Phase Out Stage"). During the Phase Out Stage, you may continue to be liable for payment for pay-per-click ads, as determined by the third party search engine marketing service's policies and guidelines. You will be presented with such policies and guidelines prior to your purchase of the Searchlight Service, but the policies and guidelines may change from time to time in the sole discretion of the third party search engine marketing service(s).