

This document is the official Terms of Service (“TOS”) document built to protect Mindpack Studios Inc (“Service Provider”) as well as customers, clients, or users (collectively referred to as “Clients”). For browsing convenience, this document has been separated into 3 sections:

- 1a) Acceptable Use Policy, in which details the acceptable use and limitations by which all clients must adhere.
- 2a) Privacy Policy, in which details the handling of client data confidential, or otherwise.
- 3a) Delivery of Service, in which details the delivery requirements that Service Provider and Clients collectively agree upon.

ACCEPTABLE USE POLICY

This page contains the Acceptable Use Policy (“AUP”) under which you and your users (collectively, “Client”) use Hosted Services (Mindpack Studios Inc, Hosted services including but not limited to e-mail, data and website services). Client acknowledges and agrees to be bound by all the terms, conditions, and policies of the AUP, as set forth herein, including any future amendments. Client acknowledges and agrees that it is responsible for continual compliance of this policy, in order to ensure the integrity, security and reliability of the e-mail Services and its networks, systems, facilities and data.

SENDING SPAM

Client may not send, or attempt to send, unsolicited e-mail messages (“Spam”). Spam is not only annoying to Internet users; it violates many federal and state laws and seriously affects the efficiency and cost-effectiveness of the e-mail Services. Sending Spam can lead to industry blacklisting of mail servers, resulting in interruption and/or termination of Client’s e-mail Services.

SPECIFICALLY, CLIENT AGREES NOT TO:

Send, or attempt to send, Spam of any kind from the Service Provider Network

Send e-mail messages which result in complaints from the recipient or from the recipient’s e-mail provider, or which result in blacklisting of the sender’s e-mail address or mail server

Send e-mail messages which are excessive and/or intended to harass or annoy others Continue to send e-mail to a recipient that has indicated that he/she does not wish to receive it Take any actions intended to cloak the Client’s identity or contact information, including but not limited to intentionally omitting,

deleting, forging or misrepresenting message headers or return addresses

Take any other action that results in blacklisting of the sender’s e-mail address, Client’s mail server, or Service Providers mail servers, or negatively impacts other customers who use the e-mail Services

In the absence of positive, verifiable proof to the contrary, Service Provider considers complaints by recipients of e-mails to be de-facto proof that the recipient did not subscribe or otherwise request the e-mail(s) about which a complaint was generated. Past or present violations of this policy by Client at other e-mail providers will be considered a violation of this policy and will be grounds for Service Provider to suspend or terminate Client’s access to the e-mail Services.

SENDING “OPT-IN” BULK E-MAIL

Client may not use the e-mail Services to send “Opt-in” Bulk E-mail. Service Provider defines “Opt-in” Bulk E-mail (“Bulk E-mail”) as e-mail messages of similar content that are sent to more than 250 recipients within a relatively short period of time. The term “Opt-in” means that the recipients have signed up to receive the e-mails voluntarily, and implies that the Bulk E-mail is not Spam. Service Provider has measures in place to prevent Bulk E-mail from being sent through its servers, and any attempt

to do so may not be delivered and may result in interruption and/or termination of Client's e-mail Services. Attempts to circumvent this Bulk E-mail restriction by breaking up bulk mailings over a period of time or by sending from multiple e-mail accounts will itself be considered a violation of this policy.

Additionally, the Service Provider Network is not set up to process bounce messages for Bulk E-mail. Therefore, Client may not send Bulk E-mail from third-party networks using a return address that is hosted on the Service Provider Network.

SECURITY

Client is prohibited from violating, or attempting to violate, the security of the Service Provider Network. Any violations may result in criminal and civil liabilities to the Client. Service Provider will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of violations of the security of the Service Provider Network include, but are not limited to: (i) accessing data not intended for Client, (ii) logging into a server or account which the Client is not authorized to access, (iii) attempting to probe, scan or test the vulnerability of a system, (iv) breach of security or authentication measures, (v) actively attempting to interfere with service to any User, host or network, (vi) intentionally delaying system upgrades or preventing the installation of known security patches or vulnerabilities, or (vii) taking any action in order to obtain services to which the Client is not entitled.

ILLEGAL USE

The Hosted Services may only be used for lawful purposes. For example, Client may not use the Service Provider Network to create, transmit, distribute, or store content that: (i) violates a trademark, copyright, trade secret or other intellectual property rights of others, (ii) violates export control laws or regulations, (iii) violates the privacy, publicity or other personal rights of others, (iv) impairs the privacy of communications, (v) contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Service Provider, (vi) encourages conduct that would constitute a criminal offense or give rise to civil liability, (vii) constitutes deceptive on-line marketing, (viii) violates reasonable regulations of Service Provider or other service providers, (ix) causes technical disturbances to the Service Provider Network, its partner networks or the network used by Client to access the e-mail Services, or violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, or (x) assists, encourages or permits any persons in engaging in any of the activities described in this section. If Client becomes aware of any such activities, Client is obligated to immediately notify

Service Provider and take all other appropriate actions to cause such activities to cease.

CONTENT

Client is responsible for all content that is transmitted, received and stored by Service Provider through Client's use of the Hosted Services. Service Provider takes no responsibility for content passing through or stored on the Service Provider Network, including but not limited to, viruses, mail floods or other disabling features, or content provided on third party websites that are linked to by content passing through or stored on the Service Provider Network. Service Provider does not adopt, nor warrant the accuracy of, the content of any linked Web site and undertakes no responsibility to update the content. Use of any information obtained via the Service Provider Network is at Client's own risk.

CONSEQUENCES OF UNACCEPTABLE USE

Service Provider reserves the right to suspend or terminate Client's access to the Hosted Services upon notice of a violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of Client, shall be considered violations of this policy by Client.

PRIVACY POLICY

At Mindpack Studios, Inc. (“Service Provider”), we respect our Clients’ right to privacy. We have adopted a privacy policy (“Privacy Policy”) that we hope provides the greatest possible privacy to our Clients’, assuming they are not using our services to conduct unlawful activities.

Our Privacy Policy makes the following commitment:

WE WILL NOT USE CLIENT OR USER INFORMATION FOR ANY PURPOSES OTHER THAN TO PROVIDE THE BEST POSSIBLE SOFTWARE, CONSULTATION, AND RELATED SERVICES. MORE SPECIFICALLY, WE WILL NOT SHARE USER OR CLIENT INFORMATION WITH THIRD PARTIES IN WAYS OTHER THAN DISCLOSED IN THIS POLICY.

This Privacy Policy discloses the types of personal information collected and stored by Service Provider and how that information is used to provide the Hosted Services (“Active User Data, E-mail Services, Website Services, Data Warehouse Services”). Client acknowledges and agrees to the collection and use of its personal information as set forth in this Privacy Policy.

WEBSITE INFORMATION

Service Provider collects statistical information about how people (“Users”) locate and navigate its Web sites. This information, sent by normal Web browsers, usually includes the browser type, Internet Protocol (IP) address and referring URL. This information is used to improve the usefulness of the Web sites and to enhance the positioning of Web sites within Internet search engines. Users remain anonymous unless they voluntarily contact Service Provider by filling out an online form, at which point this data may be linked with Users in order to provide the best possible service.

CONTACT INFORMATION

When Users fill out their contact information located within their account preferences page, Service Provider collects some personal information, including but not limited to name, phone number, e-mail address, and physical address.

This information is used for communication directly with Client from Service Provider. Client’s account contact information will not be shown or distributed to any third party unless this distribution will increase Clients quality of service on the Service Provider network, or if required to do so by law.

COOKIES

A cookie is a small piece of information that a Web server can store temporarily with a Web browser. Cookies are useful for having a browser remember specific information that the Web server can later retrieve. Cookies are required to use Service Provider’s Services. Client sensitive information IS NOT stored within these cookies.

THIRD PARTY COOKIES

Some of the businesses we advertise with use cookies on our Web site to help us determine the effectiveness of our Web site content and advertising. We have no control over third party cookies. This Privacy Policy covers the use of cookies by Service Provider, and does not cover the use of cookies by any advertisers. The information that these companies collect and share through this technology is not personally identifiable.

SUPPORT INFORMATION

When Clients fill out an online form to make a request for customer support, Service Provider collects some personal information, including but not limited to name, account, and description of the inquiry. This information is used to open a trouble ticket so that Service Provider can remedy the issue as quickly as possible.

E-MAIL CONTENTS

The contents of Clients’ e-mail accounts are stored on Service Provider servers in order to provide the E-mail Services. This information is stored on secure servers, which process the information in order to provide Clients with authenticated access to their mailbox receive and transmit e-mail messages and prevent unsolicited bulk e-mail (“Spam”). E-mail contents are backed up to separate storage systems daily for the purpose of recovery from errors or system failure. Copies of e-mail messages may remain on the backup storage systems for indeterminate amount of time, even after Clients delete the e-mails from their mailbox or after termination of E-mail Services. Service Provider employees do not access the content of any mailboxes unless Clients specifically request them to do so (e.g., when Clients report difficulties using their account), or if required to do so by law, or if Service Provider in good faith believes that such action is necessary to protect, maintain and

defend the rights and property of Service Provider, its Clients or the public.

LOG INFORMATION

Clients are provided with detailed usage statistics regarding their Host Services. To provide this information, and to facilitate troubleshooting of problems, Service Provider collects certain information relating to the usage of the E-mail Services. This information is stored in server logs and includes, but is not limited to, usage of SMTP, POP3, SMTP, Webmail, HTTP, HTTPS, DB, and Spam Filtering. This information is also aggregated in order to generate system wide usage totals, which are used to effectively scale the system infrastructure and improve the quality of the Hosted Services.

BILLING INFORMATION

Service provider uses a merchant services company to process credit card orders. This 3rd party company must receive all billing information, including but not limited to name, address, and credit card information to process.

BUSINESS TRANSITIONS

In the event that Service Provider goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via e-mail as well as through a prominent notice on our Web site and control panel of any such change in ownership or control of your personal information for at least 30 days.

ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION

If your personally identifiable information changes, or if you no longer desire our Hosted Services, you may correct, update, delete or deactivate your account by e-mailing us using our online contact form, or by postal mail at the address listed below.

SECURITY

Service Provider has put in place physical, electronic and managerial procedures to safeguard the information that is collected. Various security technologies have been implemented to ensure that external parties cannot access or modify Clients' personal information on the Service Provider Network. Specifically, Secure Socket Layer (SSL) encryption is used on specific Web pages to safeguard against man-in-the-middle snooping attempts. SSL technology is the industry standard protocol for secure, Web-based communications. A

limited number of employees are authorized to access Clients' information when the need to do so arises, and those employees undergo thorough background checks and are trained on the importance of maintaining Clients' privacy.

CHILDREN'S PRIVACY

Service Provider is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. Service Provider does not knowingly collect information from children under the age of 13 and does not target its Hosted Services to children under the age of 13.

RELEASE OF PERSONAL INFORMATION IN EXTRAORDINARY CIRCUMSTANCES

Except as provided for in this Privacy Policy, Service Provider will never share Clients' personal information with third parties without Clients' express permission unless extraordinary circumstances apply. With respect to the release of personal information, extraordinary circumstances may exist when the disclosure of such information is legally required or requested by a governmental entity, or when Service Provider, acting in good faith, believes that the disclosure of such information is necessary to conform to legal requirements or comply with legal process, protect the rights of Service Provider, prevent a crime or protect national security, or protect the personal safety of its Clients or the public.

PRIVACY POLICY CHANGES

If we decide to change our Privacy Policy, we will post those changes to this Privacy Policy, our Web site, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Privacy Policy at any time, so please review it frequently. If we make material changes to this Policy, we will notify you here, by e-mail, or by means of a notice on our home page.

DELIVERY OF SERVICE

This page contains the Terms of Service under which you and your users (collectively, "Client") may use the services of Mindpack Studios, Inc. ("Service Provider"). If you accept these Terms of Service, you are indicating that you have read, understand and agree to be bound by all of the terms, conditions and policies set forth herein, including any future amendments (collectively, the "Agreement").

DESCRIPTION OF SERVICES IN REGARDS TO ALL SERVICES

Service Provider is not responsible for Client's access to the Internet or paying for such services. Service Provider is not responsible for providing any equipment necessary for Client to make a connection to the Internet, including but not limited to computers and modems. Service provider is not responsible for internet communication failures by 3rd parties resulting in lack of service.

If any information provided by the Client is false or inaccurate, or in violation of any other items in this document, Service Provider retains the right to terminate the Client's right to use services.

DESCRIPTION OF SERVICES IN REGARDS TO DNS

Service Provider will provide the Client with a capability to manage DNS services through via DNS protocols. Due to the nature of DNS design, DNS services can be used in such ways that pose a threat to external and internal networks specifically but not limited to abusing DNS caches to cause invalid DNS Redirection, Hijacking, or poisoning.

DESCRIPTION OF SERVICES IN REGARDS TO EMAIL

Service Provider will provide the Client with a capability to send and retrieve electronic mail ("e-mail") through the Internet via the Webmail or software applications, using the POP3, IMAP, and SMTP protocols. Service provider will also provided Client with the capability to send e-mail through the Web via the SMTP protocol utilizing in-house or external SMTP relay servers. Service Provider acknowledges that Client has selected a specific package of E-mail Services and will provide only those E-mail Services that Client has selected to receive.

DESCRIPTION OF SERVICES IN REGARDS TO WEBSITES

Service Provider will provide the Client with a capability to host data including websites using HTTP and HTTPS protocols. Service provider may also provide remote administration services via these protocols. Service provide acknowledges that Client has selected a specific Website Hosting Package and will provide only those Hosting services that Client has selected to receive.

DESCRIPTION OF SERVICES IN REGARDS ADDITIONAL SERVICES

Service Provider will provide the Client with additional services upon request. These services include but are not limited to the services provided on the Mindpack Studios Inc website. All services will be further specified in contract and will require signature prior to project commencement. All projects will require payment before project completion.

SOFTWARE MAINTENANCE

Service Provider makes every effort to perform all system maintenance activities during a scheduled maintenance times. The maintenance windows are currently scheduled daily from 2:00 am to 4:00am Central Time, though not every maintenance window is utilized.

MODIFICATIONS TO TERMS OF SERVICE

Service Provider may modify this Agreement at any time. It is Client's responsibility to check the terms of service for modifications on a weekly basis for most recent updates.

PERIOD OF PERFORMANCE

This Agreement and Client's use of the E-mail Services shall become effective on the date the account upgrade order is submitted by Client to Service Provider ("Effective Date"). The Period of Performance of this Agreement shall commence on the Effective Date and shall continue for a period as selected by Client during the ordering process ("Initial Period"). Thereafter, this Agreement shall automatically renew for additional like periods ("Renewal Periods") on the same terms and conditions as herein agreed, as may be amended from time to time, unless and until either party provides the other party with electronic notice of termination.

EFFECTS OF CLIENT-REQUESTED TERMINATION

This Agreement and Client's use of the E-mail or Hosting Services shall become terminated following the current Initial or Renewal Period upon electronic written request. A pro-rated refund of current paid services will be applied to the Client's

account in the event the Service Provider could not provide the services promised as described herein.

INITIAL FEES

Service fees for each Initial Period will be automatically debited from Client's credit card or invoiced to the client directly on first day of the Initial Period, unless other payment arrangements are made between Client and Service Provider.

RENEWAL FEES

Service fees for each Renewal Period ("Renewal Fees") will be automatically debited from Client's credit card on first day of the Renewal Periods, unless other payment arrangements are made between Client and Service Provider.

Renewal Fees will include the current months resource subscription service costs as well as a modification (either credit or debit) for the previous months adjustments.

FAILURE TO PAY

Failure to pay for services will result in a warning infraction. The client must pay their bill in full upon warning by providing an alternative means of payment.

Service Provider may not cancel Clients account upon initial infraction, dependent upon Service Provider best judgment of client communication and payment history.

In the event of a delayed payment, Service Provider has the option to assess a past due fee in the greater amount of 3% or \$10 of the total outstanding bill. This is an assessment cost by Service Provider to keep the account active under the terms of non-payment.

TERMINATION AND NON-RENEWAL

Upon termination or non-renewal of service, Client agrees that Service Provider and the Service Provider Network shall no longer support Clients Services and shall no longer be required to store any of Client's data. In the event of termination or non-renewal of service, Service Provider may delete all of Client's Active Data immediately upon account Termination.

UNDERSTANDING FOR TERMINATION

The Client agrees that Service Provider may terminate the Client's use of the Services if it believes that the Client has violated or acted inconsistently with the letter or spirit of this

Agreement, or that the Client has violated the rights of Service Provider or other Clients or parties.

Service Provider may also terminate the Client's use of the Services if Client's payment for any Service Fee or Renewal Fee is returned for insufficient funds, rejected by bank card processing services, or otherwise any situation in which the Services provided by Service Provider remains unpaid after its due date ("Overdue Balance"). In a situation where Client has an Overdue Balance, Service Provider may lock Clients account until payment is provided in full or until 30 days has passed.

PAYMENT RECOVERY

Failure to pay Service Provider for services used is a reimbursement requirement of Client. In the event that the client cannot quickly reimburse Service Provider for all fees in question, Service Provider will be required to collect fees via 3rd party legal and collections services. Client understands that Client will be obligated to pay, in addition to Overdue Balance, the fees associated with any Legal and Collections services.

E-MAIL MESSAGE FILTERING

Service Provider may optionally provide filtering of e-mail messages that pass through the Service Provider Network for the purpose of identifying Spam, known viruses and other disruptive content (collectively "Junk e-mail"). Service Provider makes reasonable effort to configure its automated software to accurately identify Junk e-mail, however Client acknowledges and agrees that it is not possible to identify such content with 100% accuracy and that Service Provider is not obligated to do so. Service Provider does not guarantee that it will identify and manipulate all of the Junk E-mail that Client receives through the use of the E-mail Services, nor does Service Provider guarantee that the e-mails that are identified or blocked by the filtering software truly contain Junk E-mail content. Client acknowledges that it is always a good idea to run a desktop virus scanner and firewall on computers that are connected to the Internet as a secondary line of defense in case such content slips through the e-mail message filters and to reduce the risk of Client's systems being infected by viruses that spread via e-mail.

Client agrees to and understands the risks associated with using the E-mail Services and receiving and transmitting e-mail messages via the Internet. Client agrees to hold harmless and indemnify Service Provider from and against any liabilities, damages, losses, costs and expenses, including attorney's fees, of every kind and nature, caused by or arising out of claims based upon the receipt, transmission or loss of any content.

HOSTING STORAGE

The E-mail Services and Website Hosting Services have a fixed set of limits per account. E-mail messages when retrieved may

not be stored if the size of such e-mail would put the destination mailbox over its storage limit. It is Client's responsibility to monitor the size of their mailboxes in order to prevent it from reaching its storage limit. Service Provider assumes no responsibility for the deletion of or failure to store e-mail messages or website Data.

DATA BACKUP AND RESTORE POLICY

Client's e-mail messages and hosted data are backed up to separate storage systems weekly for the purpose of recovery from errors or system failure ("Data Backups"). The Data Backups consist of a snapshot of the contents within each mailbox and hosted directory at a specific moment in time. The Data Backups may not store every e-mail that is transferred or received using the e-mail Service, but rather it stores a copy of the e-mail messages that exist within each mailbox during the time the Data Backups are processed each day. Copies of e-mail messages and hosted data may remain in the Data Backups for an indeterminate amount of time, even after Client deletes the e-mail messages from their mailbox or after termination of Services. Service Provider employees do not access e-mail messages or hosted data in the Data Backups unless a data restore is needed.

Client may request a data restore from any of the recent Data Backups snapshots. Client will be charged a fee per restore.

CLIENT RESPONSIBILITIES

This section describes Client's additional responsibilities under this Agreement.

Client is solely responsible for all personal, e-mail, and informational data ("Account Content") including any subsequent changes or updates made or authorized by Client. Client represents and warrants that Content: (a) will not infringe or violate the rights of any third party including, but not limited to, intellectual property, privacy or publicity rights of others; (b) is not abusive, profane or offensive to a reasonable person; or (c) will not be hateful or threatening. Violations of the foregoing by Client may result in early termination of services by Service Provider in Service Provider's sole discretion.

Client is solely responsible for the Content of its transmissions. Client agrees to comply with U.S. law with regard to the transmission of technical data, which is exported from the United States through the E-mail Services. Client further agrees not to use the any Services provided by Mindpack Studios Inc (a) for illegal purposes or (b) to interfere with or disrupt other network clients, network services or network equipment. Interference or disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and viruses, and use of the network to make unauthorized entry to any other machine accessible via the network. Violations of the foregoing by Client

may result in early termination of services by Service Provider in Service Provider's sole discretion.

Upon termination of this Agreement, Client must discontinue use of all Services. Service Provider and Client will adhere to the Acceptable Use Policy with respect to the use of the E-mail Services.

PRIVACY POLICY

Service Provider and Client will adhere to the e-mail Privacy Policy with respect to the collection and use of Client's personal information by Service Provider.

RIGHTS

Notwithstanding anything to the contrary stated herein, Service Provider maintains all rights, title and interest in the Services and Service Provider Software and Client may not claim ownership of or use the E-mail Services or Service Provider Software in a resale capacity or allow access to the E-mail Services, Service Provider Software, Project Software and Work Product by any third parties.

Service Provider reserves all rights to use the E-mail Services, Service Provider Software, Project Software and Work Product in whatever manner it chooses, including for other Service Provider clients.

DISCLAIMER OF WARRANTIES

THE CLIENT EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT THE CLIENT'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NEITHER SERVICE PROVIDER NOR ANY BUSINESS AFFILIATES OF SERVICE PROVIDER (INCLUDING ANY SUCH BUSINESS AFFILIATE THROUGH WHICH CLIENT BECAME A CLIENT OF THE SERVICE) MAKES ANY WARRANTY THAT THE SERVICE WILL MEET CLIENT REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

THE CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT THE CLIENT'S OWN DISCRETION AND RISK AND THAT CLIENT WILL BE

SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

NEITHER SERVICE PROVIDER NOR ANY BUSINESS AFFILIATES OF SERVICE PROVIDER (INCLUDING ANY SUCH BUSINESS AFFILIATE THROUGH WHICH CLIENT BECAME A CLIENT OF THE SERVICE) MAKES ANY WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM SERVICE PROVIDER OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

NEITHER SERVICE PROVIDER NOR ANY BUSINESS AFFILIATES OF SERVICE PROVIDER (INCLUDING ANY SUCH BUSINESS AFFILIATE THROUGH WHICH CLIENT BECAME A CLIENT OF THE SERVICE) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NO RESALE OR PROFITEERING OF THE SERVICE

Although a Client may choose to register multiple accounts, any account of the Client is understood as a stand-alone single account. The Client may choose whether the account shall be used for personal or corporate purposes. However, the Client agrees not to resell or make any commercial use (leasing or selling of accounts) of E-mail Services, without the express consent of Service Provider.

INDEMNIFICATION

The Client agrees to defend, indemnify and hold harmless Service Provider, its employees, directors, officers, agents and business affiliates (including any such business affiliate through which Client became a Client of the Service), and their respective successors and assignees from, and against, any and all liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon

the use of your account or the content contained in any e-mail that has been sent or received through the E-mail Services, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

RIGHT TO SET-OFF

If, under this Agreement, Service Provider becomes obligated or liable to pay money to Client, that sum may at the election of Service Provider, and without limiting or waiving any right or remedy against Client, be set-off against and applied to any amounts which are due and owing by Client to Service Provider until such amount has been completely set-off.

ENTIRE AGREEMENT

This Agreement comprises the entire Agreement between Client and Service Provider and supersedes any and all prior agreements between the parties regarding the subject matter contained herein.

NON-WAIVER

Failure of Service Provider to insist upon strict performance of any of the Terms of Service contained herein shall not be deemed a waiver of any right or remedy that Service Provider shall have in respect thereof, and shall not be deemed a waiver of any subsequent default in performance of the Terms of Service.

PROVISION OF NOTICE

All notices to a party shall be in writing and shall be made either through e-mail, conventional mail, or news notices made within the mindpackstudios.com website. Service Provider may broadcast notices or messages through the service to inform Clients of changes to this Agreement, the service, or other matters of importance; such broadcasts shall constitute notice to the Clients.

APPLICABLE LAWS

The agreement shall be governed by and construed in accordance with the laws of the state of Indiana, USA, excluding that body of law known as conflicts of laws and the United Nations Convention on Contracts for the Sale of Goods. The Client and Service Provider agree to submit to the exclusive jurisdiction of the courts of the state of Indiana, USA. If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force

and effect. Service Provider's failure to act with respect to a breach by the Client or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between the Client and Service Provider.