

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 Hosting

Service Provider will provide the Client with a capability to host 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 to Email

Service Provider will provide the Client with a capability to send and retrieve electronic mail ("e-mail") through the Web via the POP3 protocol. 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 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.

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. If any information provided by the Client is false or inaccurate, Service Provider retains the right to terminate the Client's right to use the E-mail Services.

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.

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 Client's E-mail 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 information and e-mail 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.

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.

Acceptable Use Policy

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.