

User Agreement – E2

This User Agreement ("Agreement") describes the terms and conditions applicable to your use of ePageCity, Inc.'s ("ePageCity") services. The terms "You", "Your" or "User" in this Agreement include individuals, and all agents and employees of your corporation or other entity listed as the signatory on any work order ("Work Order") that you have signed and submitted to ePageCity.

1. Services

- (a) You will be able to use the technology incorporated in the ePageCity product suite to maintain and modify Your website that will be hosted by ePageCity or one of its designees. ePageCity will provide and reserves the right to alter such services (hereinafter "Service Package" or "Service"), at its sole discretion. Specifically, the ePageCity standard Service provides for Your use of certain functionalities as outlined on a Work Order or contract that outlines specific Services purchased by You from ePageCity.
- (b) In order to use ePageCity Services, you agree that you have at Your disposal access to the Internet as well as a valid email account.
- (c) Traffic to Your site will be limited to having throughput deemed not excessive for a hosted site and not to exceed an average of traffic, as measured by website browser sessions, from all other ePageCity provided websites taken over an average of the past six months by more than fifteen percentage points. You agree not to take any action, which imposes an unreasonably large load on the ePageCity resources. Programs that consume an excessive amount of CPU run time or Random Access Memory (RAM) are not permitted. You agree and understand that such excessive use can have an adverse effect on the performance of the web server.
- (d) You agree not to take any action that will result in unnecessary traffic to Your website. This traffic is defined as all traffic with the exclusion of human site visitors, search engines and approved reporting tools.
- (e) You will be allowed access to the administration section of Your website by virtue of a password of Your designation. It is Your responsibility to monitor the use and access to such password and to alert ePageCity immediately if there is a known or potential breach of Your password.
- (f) ePageCity websites managed under this Agreement are hosted within a third party cloud hosting environment. ePageCity will take all reasonable measures under its control to provide a high uptime environment for the hosting of Your website. ePageCity Services do not provide direct access to any hosted services, servers, folders or files to You other than what is directly accessible via a web browser. This includes direct access by software implementing the File Transfer Protocol (FTP), Telnet or Secure Shell (SSH) to transmit data or files between two computers. ePageCity staff will have sole access to any non-publicly accessible files used to deliver Your Service.
- (g) Your site will be built on the current version of the ePageCity content management tool and hosting environment. Major release upgrades to the content management tool or the hosting environment will not automatically migrate Your website to the new version.
- (h) This Agreement does not cover any services directly provided by third parties unless they are specifically mentioned herein.

2. Restrictions and Description of Prohibited Sites

You are expected to use the Internet with respect, courtesy and responsibility, and to use Your account for the purpose of maintaining a website only. Common sense is the best guide as to what is considered acceptable use. ePageCity has the following additional express restrictions:

(a) websites with explicit adult graphic content that violates any state statute, including any banners advertising any explicit adult websites are prohibited. Websites that contain hatred messages, including those that promote racism, sexism, or those that promote one particular race, sex, or nationality as superior are also prohibited. Websites which promote activities that violate federal, state, local laws and/or violation of US export restrictions are also prohibited. These prohibited websites include sites that freely distributing copyright programs, sites promoting hacking, cracking programs, or sites distributing adult website passwords.

(b) websites shall not post or transmit any material which violates or infringes upon the rights of others or is unlawful, threatening, abusive, defamatory, invasive of public or private rights, vulgar, obscene or otherwise objectionable or which encourages conduct that would constitute a criminal offence, give rise to a civil liability or violate any other law.

(c) ePageCity has the right to suspend any or all aspects of the ePageCity Service for any breach of this policy, with immediate effect. ePageCity will use its discretion carefully under these circumstances and will notify You in writing if the Service has been discontinued for such a violation.

3. Payment Terms

(a) The ePageCity Service Package price as well as any relevant recurring fees as specified on the applicable Work Order or other agreement deemed to be in place, will be charged based on the payment method designated in the applicable Work Order or other agreement that authorizes ePageCity to provide the indicated Services. For any recurring monthly fees designated as payable by credit card, ePageCity requires that you provide necessary credit card information for payment, and all charges incurred for use of the ePageCity Service will be charged to the credit card number so provided. If ePageCity does not receive payment from the card issuer, you agree to pay ePageCity all amounts due upon demand. ePageCity may take commercially reasonable actions to validate Your credit card. Any charges associated with collecting fees when a credit card has been invalidated without ePageCity being informed will be billed to you.

(b) ePageCity will charge Your credit card for such fees on the first day of the month following receipt of an executed Work Order. If, for any reason, service is discontinued by either ePageCity, or by you, no portion of any unused fees will be refunded.

(c) Charges will be billed in US dollars and will be reflected on Your monthly credit card statement in Your local currency for monthly Services.

4. Fees/Payment Issues

(a) If applicable, you agree to pay any taxes resulting from use of any ePageCity product or service.

(b) If you pay Your monthly service fee by credit card and ePageCity is unable to collect monthly payment from Your credit card issuer for two (2) consecutive months, ePageCity reserves the right to

transfer Your payment plan to annual invoicing and collect the annual fee in order to continue Your Service.

(c) ePageCity reserves the right, unless You opt out in writing, to use any provided credit card as a backup payment method for settlement of outstanding invoices that are past due.

(d) If you submit payment by check via fax or using an online payment form, you authorize ePageCity to reprint that specific check using appropriate check reprinting software to use as an instrument for deposit. The replicated check will indicate all the information from the facsimile or online submission and is simply used to replace the original as a depository instruction. If the original check is received, ePageCity will cancel that check with the writing "REPRINTED" across the check face.

(e) Any amounts overdue will incur a standard monthly late fee of one and one-half percent (1.5%). Any payments received are first applied to late fees or interest.

(f) Returned checks will be assessed a thirty (30) dollar handling fee.

(g) You agree to pay all reasonable attorney and collection fees and costs arising from ePageCity's efforts to collect any past due amounts, to the extent allowed by law.

(h) ePageCity agrees that if You deliver all required items as requested by ePageCity, within a timeframe provided by ePageCity, required to complete any work as contracted in a Work Order between You and ePageCity, and Your website remains incomplete ninety (90) days following the date the Work Order was executed because of ePageCity's failure to deliver on the work, remaining amounts noted on the Work Order as due within a ninety (90) day period will only be considered due once that work has been completed. This event is only valid on the failure of ePageCity to deliver work as opposed to any disagreement about the work delivered. You will be required to provide written substantiation for this.

5. Discontinuation of Service/Termination

(a) ePageCity may, at any time without notice to you, discontinue any or all aspects of the ePageCity Service or restrict Your use of the ePageCity Service in whole or in part for any breach of this Agreement by you (including any agent or employee) or if ePageCity determines in its sole judgment that it is necessary to terminate Your use of the ePageCity for security reasons or for proper continued operation of the ePageCity Service.

(b) ePageCity may suspend or restrict access to any content placed on Your website and may, at its discretion, post content on the website that is related to the customer's domain that indicates the nature and reason of the termination.

(c) Should you choose to discontinue ePageCity's Service, you agree to forward written notice of Your request on Your organization's letterhead. This notice must contain ePageCity's cancellation agreement, which will be provided to you upon request.

(d) By executing the Work Order, You are engaging ePageCity to complete all the work as specified on the Work Order. Discontinuation of Service by you prior to the completion of the work as outlined in the Work Order does not eliminate the obligation that you have to complete payment for the project that you have entered into contract for. Any monies received up to the point of discontinuation will be forfeited and all remaining monies will be immediately due upon receipt of Your cancellation agreement.

(e) ePageCity retains the right to terminate the contract if client fails to deliver required materials (as specified in the Work Order) for the complete provision of the scope of the applicable Work Order within the specified deliverable period, unless otherwise arranged in writing. ePageCity will make diligent requests and repeated attempts for materials required to complete the work as specified in the Work Order . Under this scenario, any monies for material, time or other expenses in excess of monies received from You will be immediately due.

6. Operating System and Device/Browser Support

(a) Site visitors to Your website will be expected to use supported versions of leading browsers. Your website will be validated by ePageCity to appear in a similarly consistent manner, where allowed by the browser standards, to users using browsers on either the Windows Operating system within an active support lifecycle or a Mac OS platform with a maximum operating system age of three years. Browsers supported on these platforms would have to obtain at least a ten percent share of the universal browser market, as measured by number of users trafficking websites, to be considered a leading browser.

(b) All updateable content will be performed by You via an Internet Explorer (in a version that is within the Microsoft support lifecycle) browser on a Windows based operating system or a Firefox (in a version that is no further than two major releases from the current version) browser on either a Windows or Mac operating system. Windows operating systems need to be within the Microsoft support lifecycle. Mac operating systems need to be current with a maximum operating system age of three years. When a new browser version is released, ePageCity will make the support of that browser a priority for the updating of content, but it should not be assumed that this will occur as soon as the new version is released. No support is provided for You to log into to access Services via the Android or iOS platforms.

7. Domain Name Registration and Renewal

Where applicable, Your domain name(s) will be renewed three (3) or less months prior to expiration, for a period of two (2) years at a time. Unless indicated in writing, ePageCity will assume that all Your domains under ePageCity's management will be renewed in this manner. Any domain registration or renewal charges will be billed according to Your chosen recurring billing method. Because ePageCity does its best to prevent hijacking of domain names, when renewing or registering a domain name, ePageCity will list the owner of the domain as "Owner of Record" and list ePageCity's business address as the address of record. This action will in no way alter the ownership and thus, ePageCity confirms that you will remain the owner of said domain name. If this Agreement is terminated, any domains managed by ePageCity need to be transferred to another entity of Your choosing.

8. Branding and Advertising

(a) ePageCity has the right to place its "Developed by ePageCity - Chicago Website Design" (or similar, depending on your location) branding on each website hosted by ePageCity. However, if you so choose, said branding may be removed for a discretionary charge to Your account.

(b) Unless you specifically request to opt out in writing, ePageCity may, at its discretion, use Your website for any and all of its online and offline marketing and promotional efforts.

9. Ownership and Portability

(a) Your ownership extends to the files publically accessible via a web browser and placed on your website to include and be limited to image/video files (.jpg, .png, .gif, .swf, .ico), any non-proprietary JavaScript files (.js) and any stylesheets (.css).

(b) Any stock imagery that was purchased by ePageCity and used on Your website is purchased to be licensed for use only by ePageCity. If You want to have use rights or if You want to use this on Your website, but hosted elsewhere, You will have to re-purchase all stock imagery used on Your website.

(c) Upon discontinuation of Service, Your website can, for a fee, be packaged and delivered to You in electronic format. It will be Your responsibility to engage the services of an alternate provider of the same underlying technology as is present in the ePageCity Services to set up the website within an alternate hosting environment as the website requires a base installation of technology on which to function and that technology and/or software will need to be installed by Your new provider. The website in its packaged form will not function without being unpackaged on top of that software as the content is dynamically generated into usable HTML. The alternate provider would need to make required adjustments to cater for any ePageCity specific elements such as Secure Socket Layer (SSL) Certificates, removal of branding, use of ePageCity specific servers for delivery of emails and other items that would be expected to be altered when a hosting environment is changed. The package will consist of necessary custom files (including all modules and custom development performed or installed by ePageCity) and data at the time of packaging which will coincide with the discontinuation of Service unless otherwise arranged. The cost for delivery of the package will depend on the complexity of Your site as well as the amount of data that is required to be packaged. It should be assumed that an average website would take between four (4) and eight (8) hours of a Senior Developer's time at the prevailing rate at the time of service to complete this task. It is further noted that the prevailing rate will not exceed the rate at the time of execution of the Work Order by more than ten (10) percentage points per full calendar year.

10. Designs and Work Product

(a) ePageCity considers all design files, in any electronic or printed format with the exclusion of images or items placed on your website in their final format as is accessible via a web browser, the ownership of ePageCity. This includes files considered work product, alternate designs and the final design with the exclusion of collateral asset image or logo files provided by You.

(b) Final design files (PSDs) can be purchased by You for a fee determined by the complexity of the design and number of PSD files being purchased. Note that any custom fonts used in the design files will have to be re-purchased by You.

(c) ePageCity requires that any logos be provided in EPS (Encapsulated PostScript) format if to be used on Your website as part of Your website design. Logos must be delivered in their final format and will not be modified unless specifically noted in Your Work Order.

(d) If You have any Branding guidelines or requirements relating to the use of any visual materials, ePageCity requires notification from You of this.

11. Protected Material and Indemnification

(a) You are responsible for ensuring that all information on Your website is Your own work and does not violate any other entity or person's copyright, trademark, intellectual property or other proprietary rights. This information includes textual, graphical, audio, video or any other media that represents content to Your website.

(b) You agree to defend, indemnify and hold ePageCity harmless against any and all claims, losses, liabilities, costs and expenses, including, but not limited to reasonable attorney's fees related to or arising from: (i) infringement of any third party's copyright, trademark, intellectual property or other proprietary rights or patents, or invasion of any privacy rights, by any material you post or use on Your website; (ii) Your breach of any covenant herein or violation of this Agreement; (iii) any breach of payment data relating to or associated with transactions taking place on Your website for which ePageCity provides the means or an interface to the means to accept monies be that directly by ePageCity or a third party or within an environment that would require You to maintain compliance such as that specified by the Payment Card Industry Data Security Standard (PCI DSS) or a related service; or (iv) any indecent, obscene, or libelous material posted on Your website by you or provided to ePageCity to be posted to Your website.

(c) ePageCity agrees that it has full ownership and/or licensing rights for all software and operating systems being used to operate Your website and that ePageCity has the right, where applicable, to grant usage rights to you.

12. Changes to the Terms and Conditions

ePageCity may at any time, with notice of not less than thirty (30) days, change its fees and the terms of this Agreement. Except for the addition of new features and Services, ePageCity will also provide reasonable notice before any modification of the then current ePageCity Service which could change Your website. If you find any change to be unacceptable, you are free to terminate Your service in accordance with this Agreement. Your use of the ePageCity Service after the effective date of a change constitutes Your continued acceptance of the terms of this Agreement, the ePageCity Service and its fee schedule.

13. Term

This agreement shall be effective upon the submission of a fully executed Work Order and shall continue until the Service is terminated in accordance with this Agreement. Any elements deemed to live beyond the discontinuance of Service will be assumed to survive this Agreement.

14. Reporting Violations

ePageCity will investigate complaints of a violation of a third party rights. Violations or infringement of a third party copyright, trademark, intellectual property rights or other rights will be dealt with in accordance with the current ePageCity policy.

15. Proprietary Rights

ePageCity acknowledges that it claims no proprietary right in the content of any material on Your website, or any intellectual property right contained therein. This content can include, but is not limited to, text, software, music, sound, photographs, video and graphics supplied by you to ePageCity for use on Your website.

16. Trademarks and Service Marks

The name "ePageCity" and other graphics, logos and service names used by ePageCity are service marks and/or trademarks of ePageCity, Inc. that identify the products or services of ePageCity (collectively the "ePageCity Trademarks"). You shall not use the ePageCity Trademarks in connection with Your products or services, or the products or services of any third party, or otherwise use the ePageCity name in any manner that disparages or discredits ePageCity. All other names and trademarks (including third party product names) used on the ePageCity Service are the property of their respective owners and should be treated accordingly. You agree not to modify any copyright notices in features provided by ePageCity.

17. No Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NONE OF EPAGECITY, INC., ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS OR LICENSORS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT EPAGECITY, INC. PROVIDES. NO EPAGECITY, INC. PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. EPAGECITY, INC. IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM THE USER OR STORED BY THE USER OR ANY OF THE USER'S CUSTOMERS VIA THE SERVICES PROVIDED BY EPAGECITY, INC. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY EPAGECITY, INC. PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

18. Limitation on Liability

(a) You are solely responsible for the proper conduct of Your business and all other matters under Your control. You agree that in no event will ePageCity be liable to you in any manner for Your business actions. You are responsible for all charges incurred and all statements made and acts or omissions that occur, while Your password is being used.

(b) ePageCity will not be liable under any circumstances for any lost profits, or any consequential, incidental, special or indirect damages, arising out of this agreement, even if User advises ePageCity of

the possibility of such damages. This includes, but is not limited to, claims for lost profits or disruption of Service caused by hackers or other perpetrators, and any damages that may result from inconvenience, delay or loss of use of a website whether through malicious or erroneous programming or program code. You agree that the liability of ePageCity, if any, arising out of any legal claim connected with the Service shall not exceed the amount you paid to ePageCity for use of the Service during the period that the service was disrupted.

(c) ePageCity reserves the right to interrupt Service to Your website for routine maintenance. Maintenance will be scheduled when possible outside of peak hours.

19. Force Majeure

In addition to the above, ePageCity shall not be liable for delays in performing or failure to perform this Agreement or any obligations hereunder, which are directly attributable to causes beyond its reasonable control, including, but not limited to, acts of God, fires, strikes, labor disputes, war, acts or intervention by any governmental authority, failure of a common carrier, supplier, hardware, software, browser, or communications equipment, or network failure, congestion, or malfunction.

20. Arbitration

This Agreement shall be governed in all respects by Illinois law without regard to the conflict of law provisions thereof. Both parties submit to personal jurisdiction in Illinois. Any controversy or claim arising out of, relating to or in connection with this Agreement, or the breach thereof, with the exclusion of claims related to monies owed to ePageCity, shall be subject to arbitration administered by the American Arbitration Association ("AAA") in accordance with its then existing Commercial Arbitration Rules (collectively, the "AAA Rules") and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois, or any other place selected by mutual agreement of the parties. An award rendered in connection with an arbitration pursuant to this Section shall be final and binding upon the parties and the parties agree and consent that the arbitral award shall be conclusive proof of the validity of the determinations of the arbitrations set forth in the award, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. The parties agree that the award of the arbitral tribunal will be the sole and exclusive remedy between them regarding any and all claims and counterclaims between them with respect to the subject matter of the arbitrated dispute. The parties hereby waive all in personam jurisdictional defenses in connection with any arbitration hereunder or the enforcement of an order or award rendered pursuant thereto. The terms of this section shall survive any termination of this Agreement.

21. Miscellaneous

(a) Your ability to use the ePageCity Service and any of Your rights hereunder may not be assigned or transferred to any third party. ePageCity reserves the right to assign this Agreement to any third party that acquires all or substantially all of its relevant business or assets.

(b) You and ePageCity are independent contractors and no agency, partnership, joint venture, or other relationship is intended or created by this Agreement.

(c) The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

(d) ePageCity's Services are available only to authorized individuals of legal age. You represent and warrant that you are over the age of 18 years, have read this Agreement, and agree to be bound by its terms and conditions. If the User is a corporation or other legal entity, you represent and warrant that you are duly authorized to enter into this Agreement on behalf of that entity.

(e) Non-enforcement of any section of this Agreement does not constitute consent and ePageCity reserves the right to enforce this Agreement at its sole discretion.

(f) This Agreement, together with the Work Order, represents the entire agreement between the parties, and super cedes all previous representations, understandings or agreements. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(g) A written copy of this Agreement is available upon request. To obtain a copy, please send a written request to Office of the General Counsel, ePageCity, Inc., 4541 N. Ravenswood, Suite 201, Chicago, IL 60640.

DATED: October 1, 2011