



Terms of Service (TOS) updated 09/19/2013

i123 group, Inc. here in referred to as "i123" agrees to furnish services to the "client", as named in the contract, subject to the following Terms of Service, referred to as "TOS". This agreement should be interpreted in accordance with the laws of Pennsylvania. i123 reserves the right to amend or changes it's TOS and policies at any time.

Contract Term: The contact term is one year. The contract is automatically renewed on the anniversary date of the contract when payment is received BEFORE the contract date. Non payment by the contract date will terminate the contract and any service that i123 provides will end or cease at that time. The client may be asked to sign a new contract to re-establish service. Payment of fees associated with new contracts and new services are due within the payment terms. i123 may disable, remove, or terminate service at i123's sole discretion if payment is not received within the payment terms. During the contract year, the contract may be cancelled by i123 with 30 days notice, with the prorated fully paid balance of the contract being refunded. Clients will not receive any prorated amounts when their account has an outstanding balance. Clients wishing to end a contract early will not receive any rebates or credits for the contract term. Any extensions of the contract are at i123's discretion.

Service Rates: Client will be invoiced for services provided by i123. Plans and pricing subject to change. Taxes and Domain Name fees are additional. Client will be charged for any additional services by agreement. i123 is providing only the services contracted. See the i123 website for current plans, pricing, and details. No other service is implied or offered.

Payment: Payment for the contract term must be received before the anniversary date of the contract. A failure to do so will cause the site to be disabled; e-mail, e-commerce, forms, and other processes may also be affected by a failure to make payment on time. Any Domain Name fees that i123 pays for the site Domain Name must be paid within the terms of the invoice. The Domain Name renewal date may not be the same as the contract renewal date. i123 shall be named as the administrator, technical, and billing contacts for the client's domain name when a new Domain Name is established or by having an existing Domain Name transferred into the domain name registrar of i123's choosing. A failure to pay Domain Name fees may cause removal of your Domain Name from the DNS table, causing the website to become disabled; e-mail, e-commerce, forms, and other processes may

also be affected. Once you are removed it may take some time to re-instate your status, even after payment has been made. There may be additional charges associated with late payment and/or re-instatement. These charges would be due immediately, and are the client's responsibility. There is also the chance of losing the Domain Name if payment is not made in time and would be the client's responsibility. Once payment is made, i123 will try in good faith to reinstate services. No rebate or refund shall be given by i123 for any loss of service. Any fees associated with service are due within the terms of the invoice. i123 may disable, remove, or terminate service at their sole discretion if payment is not received within payment terms. Posted pricing reflects a 3% discount for full payment by Cash, Check, or Money Order.

Website Changes: Annual, overall graphical or website overhauls are available per the contracted terms. It is understood that the website may need content changes as the site evolves, but the overall look will not change during the contract year, unless specifically contracted. Content updates refer to text changes only, NOT a website overhaul, overall graphical look, change, or optional service(s). Content changes, service changes, new service orders, and/or service additions may be added by the client using e-mail and/or conventional mail, or submitted by electronic means to i123. i123 will reply to your request by electronic means with a completion notice. Once the service is established, the service will be subject to current TOS. Client may be asked to sign a new contract to establish service. Any fees associated with an additional service are due within the TOS. i123 may disable, remove, or terminate service at their sole discretion if payment is not received within the payment terms.

Design Guidelines: i123 constructs web pages using HTML code and currently commonly accepted graphic file types. Additional coding such as Adobe Flash and PHP are available for an additional charge. Microsoft Internet Explorer 8 is used by i123 as the benchmark web browser for web design. Other web browsers may not support code designed to this benchmark. A web page is defined as no more than four computer monitor "screens" of information at 640 x 480 screen resolution. As computer monitors differ from system to system, an 8 ½" by 11" letter size paper printout in portrait layout for each web page will be used to measure "screens" of information. Each page of 8 ½" by 11" paper printout is equal to two screens of information using the above screen resolution.

Copyright: Any copyrighted works, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by i123 in connection with the services provided will be the exclusive property of i123. Content, text, graphics, and code are property of i123, barring content, text, graphics, and code that is already protected under copyright. The client must provide the appropriate materials, text, information, pictures, and logos that are needed for i123 to design the website. A failure to do so may delay the design or impede the websites availability. It is the clients responsibility to make known any copyrighted materials they provide and provide letters of permission from copyright holder(s) stating that those copyrighted

materials may be used on the client's website. For materials not having documentation of permission, the client warrants that any logos, marks, graphics, text, or any other materials that are to be placed on the client's website are either owned by the client or the client has license for its use and the client has authority to use same for the purposes set forth in this agreement. i123 will not be responsible for any unauthorized and/or illegal use of any material with respect to this agreement by the client. The client agrees to indemnify and hold harmless i123 for any damages, penalties, fines, and attorney's fees that may result from any litigation and/or unauthorized use of the material stated. The Client is responsible for any and all fees that i123 may incur from a legal action. Clients that wish to purchase the website code from i123 at the end of the contract term can do so at the current pricing along with any outstanding balances.

Misuse: Client agrees to not misuse or abuse the services provided by i123, which includes but is not limited to unsolicited mailings (SPAM) and Unsolicited Commercial E-mail (UCE), inappropriate use, or illegal activity. No rebate or refund shall be given by i123 for termination due to misuse, inappropriate use, or illegal activity. i123 may refuse any materials that i123 deems inappropriate at i123's sole discretion.

Disclosure to Law Enforcement: i123 prohibits the use of our service for illegal activities. The client agrees that i123 may disclose any and all information about client to any law enforcement agent who makes a written request without further consent or notification to the client. i123 shall have the right to terminate all services set forth in this agreement without repercussion with regard to inappropriate use or illegal activity with no rebate or refund for service.

The nature of computers and the Internet: It is understood that computers and the Internet are technologies that are not under the control of i123. i123 or its affiliates will not be held liable for acts of God, fire, explosion, ecommerce problems, software problems, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by emergencies, insurrections, riots, wars, outages, lost revenue, negligence, computer code, locusts, communications failure, infiltration, data loss, or any other damage without limit. i123 will not be responsible for e-mail that is lost, misdirected, blocked, or undeliverable.