

## **Terms and Conditions**

- 1. Customer agrees the service shall not be used to post or transmit any unlawful, illegal, obscene, or pornographic information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the US export control laws and regulations; or post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component.
- 2. Customer agrees that Innovative Technologies Group, Inc. (aka InnoTech) makes no claims nor guarantees regarding customer's web site performance, number of visitors, or sales the web site may generate, and will not be held liable.
- 3. Customer agrees that any unsolicited mass e-mail campaigns associated with web site or co-located server will result in immediate termination of service.
- 4. Customer agrees that they are completely responsible for all data hosted on shared or co-located server, including security of said data, and shall hold Innovative Technologies Group, Inc. harmless for liability in the event of configuration errors, data loss, corruption, and/or deletion.
- 5. Customer agrees they shall be responsible for communicating and enforcing with its own authorized users with respect to the service and terms and conditions, and for handling all complaints and trouble reports made by its own authorized users.
- 6. Customer agrees that payment for services are made in advance and shall automatically renew for successive terms unless cancelled. If services are cancelled prior to the end of the paid term a prorated refund will be made based on the remaining unused prepaid full months at a non-discounted rate.
- 7. Failure to pay any outstanding invoice by specified due date may lead to suspension of services with reinstatement only upon receipt of payment. No refunds or credits shall be earned for lapse of payment. Customer agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, all fees and costs incurred will be added to the net invoice costs, as permitted by laws governing these transactions. All case venues will be in Contra Costa County, CA.
- 8. Customer agrees that Innovative Technologies Group, Inc. reserves the right to change rates and charges for services. Revisions of the applicable rates and charges will become effective following a thirty (30) day written notification by Innovative Technologies Group, Inc. to the Customer.
- 9. Customer agrees that the service is provided "as-is" without any warranties of any kind. If Customer is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of Innovative Technologies Group, Inc. in operating the service, Customer's sole and exclusive remedy is to terminate this agreement and discontinue using the service.