

TERMS & CONDITIONS

Liberty Virtual Office, LLC (the "Services") are services operated by Liberty Virtual Office, LLC. ("LIBERTY" or "Company") of 7215 Bosque Blvd, Waco, Texas 76710, USA. This Agreement, which governs the terms and conditions of your use of the Liberty Virtual Office, LLC, is between you ("You," "User," or "Client"), as an authorized user of the Services, and the Company. Client agrees that the Services will be used only as provided in such terms and conditions for legitimate business purposes.

1. **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.** The Services are offered to You conditioned on Your acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Services constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing, over the telephone, facsimile or online, on behalf of its employer or other third party, represents that such person is fully authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

2.. **MODIFICATIONS TO THE SERVICE.** The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are posted on Liberty's website, www.Libertyvirtual.com. User's continued use of the Service after the posting of the amended Terms on the Site constitutes User's affirmative: (a) acknowledgment of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. User acknowledges/agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify/discontinue all/part of the Service.

3. **CHARGES.** By electing to purchase subscription-based services, You warrant that all information You submit is true, legally valid and accurate (including without limitation Your credit card number(s), billing address and expiration date) and You agree to pay all subscription and additional usage fees You incur, plus all applicable taxes.

- a. Payment of Your account balance and other applicable charges is due monthly or as specified in your promotional package and must be made by the valid credit card(s) designated by You. You must promptly notify the Company of changes to: (a) the account number or expiration date of Your designated credit card(s); (b) Your billing address; or (c) cancellation, theft or loss of Your designated card(s). Any payment received after the due date will be assessed a \$100 late payment fees. All billing of applicable subscription charges is starting at time of sign up.
- b. If payment for Your account is not received from the card issuer or its agents, You agree to pay all amounts due, including late payment fees and collection costs, upon demand. Each time you use the Service, or allow or cause the Service to be used, You agree and reaffirm that the Company is authorized to charge Your designated card(s). You agree that the Company may (at its option) accumulate charges incurred during Your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that the Company may delay obtaining authorization from Your card issuer until submission of the accumulated charge(s). Liberty reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any applicable retainers have not been cleared. Actual collection fees incurred by Liberty, up to 100% of the account balance, will be added to the unpaid balance. Additionally, You agree to pay Liberty 1.5% interest per month on all amounts owing and not paid when due. The Company reserves the right to suspend or terminate Your Service account without notice upon rejection of any card charges or if Your card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes You are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.
- c. Your set up fees (if applicable) and recurring service fees are payable in advance and are non-refundable. Virtual office address set up fees may include complimentary online notary services to assist with

customer's CMRA rules and regulations process. You agree that the Company may submit charges for Your monthly service fee each month, without further authorization from You, unless You provide prior notice that You have terminated this authorization or wish to change Your designated credit card(s). Such notice will not affect charges submitted before the Company reasonably could act on Your notice. (Note: the Company takes no responsibility for contacting You prior to charging Your designated credit card for Your recurring service fee.) If You have any question regarding any charges that have been applied to Your account, You must contact the Company's Customer Service Department within 30 days of the charge date. Failure to use Your account will not be deemed a basis for refusing to pay any charges submitted by the Company in accordance with this Agreement.

- d. All Service packages that include Virtual Mailbox services include a number of monthly envelopes and/or package address labels scan transactions as part of the recurring service fee. The Company reserves the right to bill subscribers for usage above and beyond the subscriber's plan's monthly allowances at a rate of up to 50 cents per address label scan. Any and all additional charges pertaining to the usage and/or customer requested actions including mail content scanning, mail forwarding and other special user requests or actions required due to lack of customer communication or notification may be billed at applicable administrative and/or specifically scheduled rates. Liberty's Virtual Mailbox service will only perform actions based upon customers initial electronic request. Any and all changes pertaining to mail forwarding and/or mail recipient instructions will need to be approved and administered by Liberty staff in order to take effect. Automatic ongoing monthly subscription charges will be billed to customer credit card(s) if proper termination notice has not been received and acknowledged at least 30 days prior to expiration of service billing cycle date. The Virtual Mailbox service can only be used in combination with an active virtual office address product and carries the same legal and liability requirements as outlined in section 6 below.

4. SERVICES/MAIL. The United States Postal Service (USPS) requires the following compliance from the Client under the provisions of Rule 66, Federal Register 56993, November 14, 2001, which govern Commercial Mail Receiving Agencies (CMRA). If the location You signed up for is, or is hereafter deemed to be, a CMRA, then You agree to make the address format for Your business the following: Company Name, Client Name PMB#____ (PMB# will be assigned after set up forms have been submitted) XYZ Street, Suite 123, City State Zip. Your failure to comply with this regulation may, at our sole discretion, be declared an act of default. You agree to furnish us with a completed and fully NOTARIZED CMRA Form 1583. Incomplete and/or partial CMRA forms and related documents will not be accepted and may require client to resubmit. Additional fees may apply at that point. Before mail may be received or any other location-related Services may be reserved or used, all persons for whom we handle mail, or who collects mail from the location, must provide us with a Government issued photo ID, plus one other form of acceptable identification, as specified in Form 1583. Any client that has reserved a virtual office location is required to provide proper identification and fully notarized forms with clearly visible stamp or seal as stated above, no matter the country of origin. Additional forms may be required to satisfy certain local or individual location needs.

NOTE: Additional business entity names or "DBA's" are required to register for a separate virtual office address and related services. Normal retail rates, initial set up fees and set up requirements apply.

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification. Social Security Cards, Birth Certificates, Credit Cards are not acceptable.

User agrees to abide by all CMRA rules and regulations. At termination of this Agreement, You agree that all mail thereafter will be marked "Return to Sender," and no further mail or deliveries will be accepted. Client may use the address of Liberty and/or its agents as specified above in this Agreement as Client's business address, subject to exception in certain locations, but not as Client's registered office address. Mail will be handled according to instructions specified by the Client, and the Client will be responsible for all resulting forwarding and service charges. If Client elects to have mail or packages shipped or forwarded via Federal Express, United Parcel Service, DHL or any other overnight / express shipping methods, Client is obligated to provide his own shipping account to Liberty to charge said services to. Any violation of USPS regulations may result in termination of Services by

Liberty and may subject the violator to fines or imprisonment. If Liberty has been instructed to forward mail, neither Liberty nor its agents shall be responsible for any delay or loss of mail during the forwarding process. Liberty will not accept any items exceeding 10 lbs. in weight, 18" in any dimension, or 1 cubic foot in volume, or if the item contains any dangerous, live or perishable goods, and Liberty shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. The Client warrants that it will not use any of the Services for any obscene, illegal, immoral or defamatory purposes and will not in any way involve Liberty into disrepute. The Client will not in any way use or combine the Liberty name, in whole or in part, for the purpose of trading activities. Liberty will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties. This Agreement is interpreted and enforced in accordance with the laws of the state of Texas, USA.

5. LINKS. The Service or related websites may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

6. INTELLECTUAL PROPERTY RIGHTS. User acknowledges that content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Site or through the Service ("Content"), is protected by copyright, trademarks, service marks, patents or other proprietary agreements and laws and User is only permitted to use the Content as expressly authorized by the Company. These Terms do not transfer any right, title, or interest in the Service, Site or the Content to User, and User may not copy, reproduce, distribute, or create derivative works from this Content without express authorization by the Company. User agrees not to use or divulge to others any information designated by the Company as proprietary or confidential. Any unauthorized use of any Content contained on the Site or through the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THE SITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM THE COMPANY. USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THE SITE FOR ANY PUBLIC, PERSONAL OR COMMERCIAL PURPOSES.

7. TRADEMARKS. "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company' rights in the Company Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.

8. DISCLAIMER OF WARRANTIES. USER EXPRESSLY AGREES THAT USE OF THE SITE AND THE SERVICE IS AT USER'S SOLE RISK. THE SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY 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, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY MAKES NO WARRANTY THAT THE SITE OR SERVICE WILL MEET USER'S REQUIREMENTS, OR THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS-FREE NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANY INFORMATION OR PRODUCTS OBTAINED THROUGH THE SITE OR SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES UNDER CERTAIN CIRCUMSTANCES; CONSEQUENTLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER, IN WHOLE OR IN PART.

9. **LIMITATION OF LIABILITY.** As a condition of use of the Service, and in consideration of the Services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company (the "Company Affiliates"), will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Service, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of Company and/or the Company Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. The Company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if the Company has been advised of the possibility of such damages. The entire liability of the Company and Your exclusive remedy with respect to the use of the site and service are limited to the lesser of (1) the amount actually paid by You for the Service during the three (3) months preceding the date of Your claim; or (2) US \$500.00. You hereby release the Company and the Company Affiliates from any all obligations, liabilities and claims in excess of this limitation.

10. **NO RESALE OF THE SITE.** User agrees not to reproduce, duplicate, copy, sell resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company.

11. **LAWFUL USE.** User agrees that use of the site is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its communications through the Service.

12. **INDEMNIFICATION.** User will defend, indemnify and hold harmless the Company and the Company Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or Users customers send or receive. User hereby indemnifies and holds harmless the Company and Company Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by User or Users.

13. **ACCESS TO PASSWORD PROTECTED/SECURE AREAS.** Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

14. **TERMINATION & EFFECT.** The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of the User; violation of any terms listed in this policy; or failure to pay for Services. The Company shall not be liable to User or any third party for termination of the Service or Site. Should User object to any provision of the Terms or any subsequent modifications thereto or become dissatisfied with the Service or Site in any way, Users only recourse is to immediately: (a) terminate use of the Service and Site; and (b) notify the Company of termination. Upon termination of access to the Service and Site, User's right to use the Service and Site shall immediately cease. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by Liberty in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.

15. **SEVERABILITY.** In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or

any other provision of the Terms. The Company's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.

16. **CONFIDENTIALITY.** Client recognizes that Client may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of Liberty ("Confidential Information"). Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of the Company. Upon termination, Client will promptly return to the Company any Confidential Information. If the Company transfers its business or any business segment that provides Services to Client, the Company is authorized to transfer all User information to Company's successor. Liberty may elect to record calls at any time for training or quality assurance.

17. **OWNERSHIP.** All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Company and/or its licensors and service providers except where expressly stated otherwise.

18. **OFFICE(S), MEETING ROOM(S), CONFERENCE & "DAY OFFICE" TERMS AND CONDITIONS.** Company entitles Users to hire offices, meeting rooms and conference services ("Facilities") by the day, half day or hour from Liberty Virtual LLC. Use of any Facilities will be subject to: (i) availability of the Facilities; (ii) payment of all fees and charges incurred in reserving and/or using the Facilities; and (iii) compliance with the terms and conditions and/or house rules from time to time applicable to the Facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client. The Office(s), Meeting Room(s), Conference Room or Day Office(s) and any requests made for a date or time outside normal business hours of the specific location cannot be combined with any other promotions, offerings or discounts. Cancellations or changes received earlier than 24 business hours prior to the reserved date will be charged USD. \$25.00 cancellation/handling fee, and cancellations / changes received within 24 business hours of the reserved date will be charged the total fee. This also applies if the booking was made less than 24 business hours of reservation date/time. Any costs incurred to third party suppliers (e.g. caterers or equipment suppliers) as a result of cancellation will be payable in full by the Client. Reservations not made through Liberty are not guaranteed in any way and no pricing structure is guaranteed for reservations not made specifically with Liberty. Client's written notice to change or cancel an existing reservation must be in writing and must be sent by email addressed to liberty@libertyvirtualoffice.com or performed electronically in client's account on www.libertyvirtualoffice.com.

19. **DAMAGES WAIVER:** User hereby authorizes Liberty to charge initial applicable reservation fees and any and all applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the offices, meeting spaces, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the offices, meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you, if any, will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.