

Acceptable Uses Policy and Terms of Service (TOS) contract applicable to all yourfavorite.com users, customers and customers of affiliated websites. Use of yourfavorite.com services constitutes unconditional agreement to the following contract.

As a yourfavorite.com "customer," or "user" you must agree to these terms of service. Use of yourfavorite.com website, and/or products and/or services and /or software constitutes agreement to the following terms without condition: By agreeing to these terms you also agree to receive mail and email communication from yourfavorite.com and affiliates, including eTrader™ Newsletter and Special Offers as well as product compliance updates and periodic statements

Yourfavorite.com products and services as well as access to websites is intended for use by mature adults. Our customers are expected to use all systems and resources with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users when using web hosting products or services. The customer is expected to have a basic knowledge of how the Internet functions, the types of use which are generally acceptable, and the types of use which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

1. **UNACCEPTABLE USES:** The following are unacceptable uses of services including, but not limited to software and web hosting:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, money laundering, factoring, scrubbing, and other illegal activities are prohibited.

Net abuse, including but not limited to activities such as using a non-existent email return address on a commercial solicitation, use of email addresses gathered from an FFA site, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), allowing spamming by third parties to promote a web site hosted by us, trolling (posting outrageous messages to generate numerous responses), mail bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, transmitting a virus over the Internet to one or more users or systems, or attempting without authorization to enter into a secured computer system. We reserve the right to determine what constitutes net abuse. Customers will take full financial responsibility for any incident of net abuse. . By using yourfavorite.com services, email communication is considered authorized, regardless of format and while use of the removal system is permitted, reporting such communication as "Spam," or "UCE," will be considered "net abuse" under this agreement.

Tortuous conduct, including but not limited to posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights. Making threats, or threatening remarks toward employees, or representatives of yourfavorite.com

Misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, excessive use or abuse of support services, POP accounts, or autoresponders other than for the customer's own account; resale of access to CGI or API scripts installed on our servers; or attempting to use a single customer account for third party web sites by allowing more than one domain pointer to be used to reference pages within the customer's site.

Hijack of resources and/or systems, including but not limited to using resources such as SMTP or MAIL servers and NET addresses without prior authorization. Linking or hacking the databases supplied by yourfavorite.com and within software designed and licensed by yourfavorite.com in an inappropriate manner. By using system resources without having an established account with yourfavorite.com, or an affiliate, you will automatically become responsible for payment of \$120 per hour for any necessary administrator time that may result from your actions, plus actual damages. You will also be responsible for all incidental expenses that may result from your actions. This includes, but is not limited to time for virus removal, system hardware or software repair, phone time, and letter writing. You will also be responsible for all costs for collection should collections activity be required. Use of system resources with, or without placing an order, and with or without receiving official permission, will initiate your unconditional agreement to the terms of service.

Unauthorized Use of services or websites. Use of public web pages linked from the yourfavorite.com home page or other top level domain names managed by yourfavorite.com is permitted, as is accessing sites or web pages that are indexed in public search engines, however, it is prohibited to use web pages that are not intended for public use such as private pages, mock up pages, client pages, pages listed in the archives or history sections of yourfavorite.com, expired web pages with copyright dates older than 1 year, or password protected sections of any website, without the proper credentials. Accessing such pages without invitation, or rightfully issued credentials will be considered hacking under these terms.

2. **DEFINITIONS:**

"Plans" means proposals for offering various services, to be provided by yourfavorite.com, or an affiliate, as published in current literature. Current literature is a flyer, proposal, pamphlet, brochure or web-page that has been updated or issued within the last 30 days.

"Customer" means an end user who is utilizing services provided by yourfavorite.com or affiliates as an authorized user. A "user" is a "customer" by definition, although "users" may not pay for services that are provided for free such as eTrader newsletter, routingtool.com, CheckWriter Demo, BetterCheck Demo, or finitesite.com free hosting.

3. PRICES

A. All prices for plans provided by yourfavorite.com to Customer are US dollars.

B. Customer shall be responsible for paying all taxes of any nature that become due with regard to yourfavorite.com services, except for taxes on yourfavorite.com's income, irrespective of which party may be responsible for reporting or collecting such taxes.

C. Any notification of rate increases or plan changes for customers who are on a monthly, quarterly, annual or other billing cycle will be sent to the customer at least 14 days in advance of the next billing cycle unless part of a prior written rate plan with the increase already stated. Rates are subject to change unless the plan selected is for a specified term and that term is still in effect. In this case, prior rates are honored until the term expires.

D. Hourly rate charges are \$120 per hour for standard billing, and \$240 per hour for after hours, weekend and holiday hours. Travel time is billed at actual travel cost, plus \$240 per hour while out of the office. Per minute phone billing is billed at \$120 per hour, or \$2 per minute with a 1/2 hour minimum.

4. ORDER ACCEPTANCE, PAYMENT

A. All orders are subject to acceptance by yourfavorite.com. An order will be deemed accepted by yourfavorite.com when written confirmation of the order is sent to Customer in the form of a setup letter or activation notice via email or US mail. A receipt is not to be considered acceptance of the order. Yourfavorite.com may refuse to accept any order, or delay acceptance pending fulfillment of conditions yourfavorite.com may choose to impose. Such refusal or such conditions may not be unreasonable, however, and yourfavorite.com agrees to provide Customer with reasonable notice via email or fax of any intent to delay or decline the acceptance of any order. Coupons cannot be added retroactively to any order. Coupon codes are only valid in the USA only.

B. Payment and Terms: Payment shall be made in US dollars to yourfavorite.com into the account designated by yourfavorite.com, or as may otherwise be agreed in writing by the parties. Payments are due upon account activation and future renewal. Accounts that bill automatically may bill to your default method of payment on file up to 30 days in advance or arrears of your absolute due date. If due to bank charges, transfer fees, or the like, yourfavorite.com should receive less than its invoice amount, yourfavorite.com will re-invoice Customer for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by yourfavorite.com, yourfavorite.com may impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. yourfavorite.com may also choose to impose service charges, typically \$35 per incident. (see fees)

C. Monthly, quarterly or annual billing arrangements for hosting and other ongoing services are automatically billed to your default payment method on file. Billing is usually on billing date for that month, however, billing and posting dates will vary and can be up to 30 days in advance or arrears of your actual bill date. Accounts will continue to bill until cancelled in accordance with the official cancellation policy for that product or service. By using the services you agree to make payment for all services used on your account, including overages for metered service, additional memory, bandwidth, transaction fees, monthly fees, or other overage usage and fees and support charges if applicable.

D. Yourfavorite.com may discontinue, withhold, or suspend services to Customer and/or its customer(s) to whom such unpaid amounts relate. Unpaid balances over \$4.99 will result in account termination. Yourfavorite.com will give reasonable notice to the customer, although yourfavorite.com is not required to do so under this agreement, and the customer waives all right to receive notice by accepting these terms.

E. LATE FEES AND SURCHARGES: A late fee will apply to all balances being paid after the due date. This late fee is typically \$10. For domain name registration, an additional "Reclaim" fee of \$100 is assessed to any domain name that has already expired and requires reactivation. Reclaim fees are for manually reactivating a domain name that is expired, but not yet released for re-registration. Once a name is in "Reclaim" all required phone calls, inbound or outbound, are billable at \$5 each, plus the standard hourly rate. Declined credit cards will assess a \$5 fee to the customer. BetterCheck accounts with declined monthly billing will reset to a default rate of 25% more than the standard monthly rate. Reactivation of any suspended merchant account such as BetterCheck, Advanced BetterCheck, RoutingTool, CheckWriter Cloud accounts or shopping cart / order form accounts will incur a fee of \$25.

Invoices for auto-renewals are sent via email, or U.S. mail in some cases, but are not required under the terms of service, and are sent as a courtesy only. Failure to make payment or process a valid renewal is the sole responsibility of the account holder. Non-receipt of invoice cannot be used as a reason to waive late fees, setup fees or reinstate an account.

5. DUTIES FOR TOP LEVEL REGISTRATION ACCOUNTS:

Yourfavorite.com will acquire, on request, an Internet Domain Name on behalf of the Customer. In such case the Customer hereby must waive in writing prior to acquisition of said domain name, any and all claims which it may have against yourfavorite.com for any loss, damage, claim or expense arising out of, or in relation to, the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of services by yourfavorite.com for any reason. Any costs of yourfavorite.com in obtaining or maintaining a domain name for Customer or its customers shall be immediately reimbursed to yourfavorite.com upon from yourfavorite.com to Customer. These fees include and are not limited to hosting fees, and banking fees, including surcharges and service fees. Upon expiration of any domain name, or breach of the payments clause in this agreement, the ownership of the domain name in default shall revert to yourfavorite.com until all past due fees are paid in full.

6. RULES AND REGULATIONS

Yourfavorite.com may impose reasonable rules and regulations regarding the use of its services from time to time. Customer shall impose such rules and regulations on its customers to the extent necessary to ensure compliance.

This information is posted on the Internet at: <http://yourfavorite.com>

- a. Specific regulations that apply only to **BetterCheck** are here: <http://yourfavorite.com/about/bc.htm>
- b. Specific regulations that apply only to **CheckWriter Cloud** are found here: <http://yourfavorite.com/about/cwc.html>
- c. Specific regulations that apply only to **WebDebit** can be found here: <http://yourfavorite.com/about/wd.htm>
- d. Specific regulations that apply only to **resellers**: <http://yourfavorite.com/about/reseller.htm>

7. LIMITATION OBLIGATIONS AND LIABILITY

a. Yourfavorite.com will utilize its best efforts to maintain acceptable performance of services contracted for services, but yourfavorite.com makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Yourfavorite.com cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system, via the Internet or using software products where information is stored. Yourfavorite.com will not be liable for the inadvertent disclosure of, or corruption, or erasure of, data transmitted or received or stored on its system or products.

Yourfavorite.com shall not be liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, inability to access information in a database associated with a yourfavorite.com software product or service caused by, or resulting from, delays, non-deliveries, or service interruptions, whether or not caused by the fault or negligence of yourfavorite.com.

b. Yourfavorite.com may discontinue servicing any Plan, or may require fulfillment of conditions yourfavorite.com may choose to impose as a prerequisite for continuing to service any Plan for any reason, including unpaid balance, failure to authorize payment on an auto-renewal plan, and abuse of services.

c. Services provided by yourfavorite.com to Customer shall be deemed accepted for all purposes ten (10) days after activation or renewal for such services, if no written claim or objection regarding such services has been received by yourfavorite.com within the 10-day period, no claim related to such accepted services shall be raised.

d. Yourfavorite.com's liability to Customer, and any end user of any Plan or other yourfavorite.com services is limited to the amount paid to and received by yourfavorite.com for services not accepted. In no event shall yourfavorite.com be liable to Customer, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if yourfavorite.com has been advised of the possibility of such damage.

e. Customer will take all necessary measures to preclude yourfavorite.com from being made a party to any lawsuit or claim regarding yourfavorite.com services provided to any Customer or end user. Customer hereby agrees to indemnify and hold harmless yourfavorite.com from any and all claims of whatever nature brought by any of Customer's customers against yourfavorite.com in excess of the remedy set forth in paragraph 7(d) .

f. Any legal action involving yourfavorite.com and the Customer must be filed in Suffolk County Court, Boston Municipal Court, or District Court in Boston, Massachusetts. If yourfavorite.com is owed more than \$50 for a period of more than 30 days by a customer, legal action against the customer may be filed in Boston. All legal fees for all legal issues will be the responsibility of the customer, and cost of transportation and lodging while in Boston, will also be the responsibility of the customer. We may choose to turn delinquent accounts over to a collection agency, and all agency fees will be the customer's responsibility. If collection activity requires legal action, yourfavorite.com may assess what ever fees necessary to achieve full collection of funds due, rather than settlement for any partial amount.

8. PROPERTY RIGHTS

Yourfavorite.com owns all right, title and interest in yourfavorite.com's trade names, service marks, inventions, copyrights, trade secrets, patents, programs, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This agreement does not constitute a license to Customer to use yourfavorite.com's trade names, service marks or intellectual property.

No right, property, or interest in any yourfavorite.com Licensed Materials owned by yourfavorite.com or any of its affiliates is intended to be given to or acquired by you by the execution of or the performance of this Agreement.

All intellectual or proprietary property and information, supplied or developed by yourfavorite.com shall be and remain the sole and exclusive property of yourfavorite.com. During the course of this agreement, and indefinitely upon termination of this Agreement, you shall return to yourfavorite.com any and all such property and information and future use or disclosure is prohibited unless prior written consent is received, or will be considered a violation of these terms.

During the term of this Agreement, any programs, routines, scripts, artwork, layout, inventions, discoveries, or other materials that were used by the customer will remain the sole property of yourfavorite.com. It is prohibited to use any intellectual property of yourfavorite.com for any other purpose. Any ideas or other intellectual property developed under this agreement for personal or private application, or for commercial use, without the prior written permission of yourfavorite.com is prohibited.

9. CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with yourfavorite.com hereunder, it may have access to certain information and materials relating to yourfavorite.com's business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to yourfavorite.com, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by yourfavorite.com. Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Customer of any such confidential information in its possession, and all confidential materials shall be returned to yourfavorite.com or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, yourfavorite.com shall be entitled to injunctive relief, which relief shall not be contested by Customer.

Customer agrees at all times to conduct business in a manner that reflects favorably on the goodwill and reputation of yourfavorite.com. This includes, but is not limited to publicly posting comments, individually, or as a group, or through media, that would be considered negative, defamatory, or could damage the reputation of yourfavorite.com in any manner.

10. FEES

Yourfavorite.com may also institute fees on a customer's account in the following circumstances:

a. ABUSE - When the customer has violated the yourfavorite.com abuse policy or terms of this contract, yourfavorite.com reserves the right to bill the customer's default payment method, or any valid payment method on file for the following fee schedule. \$50 for the first incident, plus actual cost of any damages; \$100 for the second incident, plus actual cost of damages; \$1000 for third offense, plus actual cost of damages.

b. NON-PAYMENT - STOP-PAYMENT - DISPUTED PAYMENTS - If the customer's check is returned for NSF, ISF, Stop Payment, closed account or any other reason, other than clerical error on behalf of yourfavorite.com, the customer's checking account will be billed \$35 plus the actual total face value of the check. Disputed credit card charges that result in action from yourfavorite.com's BankCard provider, otherwise known as "chargebacks," through MasterCard, Visa, American Express, Discover, or CardService International, will result in a fee of \$55, plus actual cost of collections. Customer must adhere to all refund policies, and disputes are not valid if they fall beyond the terms of this agreement or any amendment on the face of a yourfavorite.com or affiliate invoice. Chargebacks initiated by the customer during the course of a refund, in an attempt to obtain credit in excess of the refund credit due, and while within the refund period, will be void the refund policy.

c. Authorization Code Charge - If the registrant wishes to transfer their domain name to a new registrar, an AuthCode fee is required to be paid in advance.

d. Non-qualified transaction charges may be assessed to any and all recurring fees such as account replenishments, renewals, subscriptions or other such charges on a MasterCard, Visa, or American Express that do not clear AVS, or address verification service with a full Address "Y" Zip Code "Y" and CVV2: Match. Any transaction that does not clear AVS which is then considered "non-qualified" by the merchant bank, will be billed a non-qualified transaction surcharge of .0225 or \$5 which ever is greater. Non-qualified transactions are not accepted for BetterCheck or Advanced BetterCheck.

e. Customer agrees that any and all past due fees and/or standing negative account balances may be charged to the authorized payment on file for the account in question. Customer authorizes yourfavorite.com to bill such fees or balances to any credit card or checking account on file where payment authorization is still valid.

11. TERM, TERMINATION:

This agreement shall run in accordance with the term of the initial order. It shall be **automatically renewed** on a regular basis **in accordance with the term** of the initial order or subsequent change to that term **unless terminated** in one of the following ways:

A. By customer, by notifying yourfavorite.com in writing ten (10) days prior to renewal of this agreement. Written notification can consist of a fax with fax confirmation service, a letter sent to P.O. Box 230641, Boston, MA 02123 addressed to yourfavorite.com cancellations, or a fax sent to 617-249-0850 for domain name registration accounts only. For BetterCheck, RoutingTool or CheckWriter virtual terminal products cancellation must be submitted using the online cancellation form linked from the product's support page. Mailed, faxed or emailed cancellation in to acceptable for virtual terminal products.

B. By yourfavorite.com, upon thirty (30) days' written notice, unless the Customer is in payment default, or terms of this contract were violated, where yourfavorite.com may terminate or suspend the customer at any time without notice.

D. By yourfavorite.com, immediately upon giving written notice to Customer, in the event that:

1. Any bank draft or check delivered by Customer to yourfavorite.com in payment for Products is returned unpaid and Customer fails to remedy such nonpayment within three business days after written notice is sent;
2. Customer becomes more than 14 days in arrears in payment of its account with yourfavorite.com;
3. There are instituted bankruptcy or insolvency proceedings against Customer, which are not vacated within thirty (30) days from the date of filing;

4. Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
5. Customer makes an assignment of all or part of its assets for the benefit of creditors.

E. By yourfavorite.com immediately, if Customer attempts to assign all or any part of this Agreement prior written approval;

F. By yourfavorite.com immediately, if Customer fails to inform yourfavorite.com in writing immediately on the happening of any event specified in this section;

G. By Customer, immediately upon giving written notice to yourfavorite.com, if

1. There are instituted bankruptcy or insolvency proceedings against yourfavorite.com, which are not vacated within sixty (60) days from the date of filing;
2. yourfavorite.com institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;
3. yourfavorite.com makes an assignment of all or part of its assets for the benefit of creditors; or
4. yourfavorite.com fails to inform Customer in writing within 72 hours on the happening of any event specified in this section.

The provisions of paragraphs in this agreement survive any termination of this agreement.

H. By yourfavorite.com immediately, if Customer initiates legal action; or threatens legal action; or threatens to breach any section of this agreement including, but not limited to, section 10b regarding payments.

I. By yourfavorite.com immediately if it is discovered false or misleading information was used on any application or submittal.

12. NONASSIGNABILITY

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of yourfavorite.com, which consent shall not be unreasonably refused.

13. PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by Suffolk Superior Court in Boston or any other court where proceeding regarding this contract may be held, then the remaining provisions shall nevertheless remain in full force and effect. yourfavorite.com and Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

14. APPLICABLE LAW, JURISDICTIONAL MATTERS

This agreement takes effect when accepted by yourfavorite.com in Boston, MA.

It is to be governed by and construed under the laws of the State of Massachusetts, in Suffolk County, and the United States of America. The federal and state courts of the State of Massachusetts, as well as Boston Municipal Court, shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. Customer hereby expressly consents to

(1) the jurisdiction of the courts of Massachusetts and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document or on the original order, as may be changed from time to time by written notice actually received by yourfavorite.com. To the extent permissible by the law of Customer's jurisdiction, Customer waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention.

15. NOTICES

Except with respect to service of process as set forth in paragraph 12, all notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

17. ENTIRE AGREEMENT; MODIFICATIONS

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. yourfavorite.com may make changes to this agreement upon thirty (30) days written notice to Customer, advising of the change and the effective date thereof.

Utilization of yourfavorite.com services by Customer and/or its Customers following the effective date of such change shall constitute acceptance by Customer of such change(s).

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Last modified December 10, 2012