

Website Terms of Use

1. Definitions.

1.1 "Customer" means the persons, entity or agents and authorized representatives accepting this agreement.

1.2 "Content" means all text, pictures, sound, graphics, video, links, and other data stored by Customer on Platinum One Cart's server computers.

1.3 "Website" means pages presenting the Content stored by Customer on Platinum One Cart's server computers.

1.4 "User" means users of Customer's Website.

1.5 "User Content" means all text, pictures, sound, graphics, video, links, and other data stored by Users on Platinum One Cart's server computers.

1.6 "Confidential Information" means information that Customer takes reasonable steps to maintain in confidence and identifies in writing to Platinum One Cart as confidential.

2. Web Hosting.

2.1 - Hosting.

Platinum One Cart will provide dedicated or shared server computers, as specified, with an Internet address for storage and access of Content, User Content, and the Website. The Website, Content, and User Content must be "server-ready." Platinum One Cart will provide bandwidth and storage as specified. If Customer requires additional bandwidth or storage, Platinum One Cart will negotiate in

good faith to amend this Agreement unless Platinum One Cart's server computers cannot accommodate the requested bandwidth or storage.

2.2 - Website Backup.

Platinum One Cart will backup the Website in a commercially reasonable manner. However, Platinum One Cart is not responsible for lost Content or lost User Content. Website backups will be stored by Platinum One Cart for no longer than 90 days. Platinum One Cart will provide, at Customer's expense, an electronic copy of the backup Website to Customer upon written request by Customer. Backups are intended for disaster recovery, not the restoration of individual files.

2.3 - Standards.

Platinum One Cart's services will conform to the following:

2.3.1 - Availability of Website.

Platinum One Cart will provide hosting services for the Website that meet reasonable commercial standards for, among other matters, packet loss, accessibility, latency, availability, and throughput.

2.3.2 - Security.

Platinum One Cart will take commercially reasonable steps to prevent unauthorized access to the Website, Content, User Content, and Confidential Information stored on Platinum One Cart's server computers.

2.3.3 - Server/Network Computer Outages.

Platinum One Cart will employ best efforts in providing advance notice to Customer of scheduled server computer/network outages.

2.3.4 - Disclaimers.

Platinum One Cart provides no equipment, software, or communication connections to Customer. Platinum One Cart makes no representations, warranties or assurances that the Customer's equipment, software, and communication connections will be compatible with Platinum One Cart's hardware and service.

3. Ownership of Content.

All Content and User Content stored by Customer on Platinum One Cart's server computers shall at all times remain the property of Customer. Customer grants to Platinum One Cart a non-exclusive, worldwide license to the Content and User Content only to the extent necessary for Platinum One Cart to host the Website.

4. Content Control.

4.1 - Lawful Purpose.

Customer will only use Platinum One Cart's hardware and services for lawful purposes and Customer will not store or provide any Content or User Content or link to any material that violates foreign, federal, state or local law, the Terms of Service and any modifications thereof, Platinum One Cart's posted Acceptable Use Policy, or any other Platinum One Cart policy.

4.2 - Remedy for Violation.

Should Platinum One Cart become aware that Customer has violated Part 4.1, Platinum One Cart may, at its option, remove the Content or User Content in violation, immediately terminate hosting Customer's

Website under Part 6.3, and/or notify authorities. If hosting is terminated, Platinum One Cart may, in its sole discretion, reinstate hosting upon adequate showing of Customer's right to use the Content or User Content.

5. Payments.

5.1 - Fees.

Customer shall pay fees agreed upon during account signup. Platinum One Cart will invoice every 30 days (unless otherwise agreed in writing), and payment is due five (5) days from invoicing. In the case of credit card payments Platinum One Cart will automatically charge Customer Credit Card on file all fees associated with the account on the due date. Platinum One Cart may, at its option, charge a 10% fee for late payments.

5.2 - Returned Checks and Declined Credit Cards may incur a fee.

5.3 - Account Updates.

It is the responsibility of the customer to maintain accurate billing information with Platinum One Cart. This may include updated credit card information, email address and mailing address.

5.4 - Taxes.

Customer is solely liable for any taxes or fees payable for products or services sold by Customer on the Website.

6. Term and Termination.

6.1 - Term.

The initial term is agreed upon during account signup. After the initial term, this Agreement will automatically renew on a month-to-month basis until terminated.

6.2 - Termination by Customer.

During the initial term, Customer may terminate this Agreement upon the material breach of Platinum One Cart, if such material breach remains uncured for thirty (30) days following written notice to Platinum One Cart. This cure period shall be extended by delay caused by events beyond the control of Platinum One Cart including, but not limited to, natural disasters, governmental prohibitions or regulations, viruses that did not result from the acts or omissions of Platinum One Cart, or technical faults of Platinum One Cart's service providers or vendors. After the initial term, Customer may terminate this Agreement upon fourteen (14) days written notice to Platinum One Cart.

6.3 - Termination by Platinum One Cart.

Platinum One Cart may immediately terminate this Agreement for cause at any time without penalty. Causes justifying immediate termination include, but are not limited to: violation of any foreign, federal, state, or local law; non-payment of fees due under Part 5 of this Agreement; breach of this Agreement; violation of the Terms of Service found at <http://www.platinum1cart.com> and any written modifications thereof; and violation of any other Platinum One Cart policy. Platinum One Cart may terminate this Agreement without cause at any time upon thirty (30) days written notice to Customer.

7. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, Platinum One Cart, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH Platinum One Cart HARDWARE OR SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INGRIMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY.** Platinum One Cart, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE

OR INABILITY TO USE Platinum One Cart HARDWARE OR SERVICES. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO Platinum One Cart.

9. Customer Indemnity.

Customer shall defend Platinum One Cart against any third party claim, action, suit or proceeding arising as a result of Customer's use of Platinum One Cart's hardware or services and indemnify Platinum One Cart for all losses, damages, expenses, and costs incurred by Platinum One Cart as a result of a final judgment entered against Platinum One Cart in any such claim, action, suit or proceeding.

10. General Provisions.

10.1 - Governing Law.

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Both parties agree to submit to personal jurisdiction in Tarrant County, Texas, and further agree that any cause of action or dispute arising under this Agreement will be litigated or arbitrated in Tarrant County, Texas, United States of America.

10.2 - Severability and Waiver.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.3 - Relationship of Parties.

No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

10.4 - Attorneys Fees and Costs.

In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.