



TERMS OF USE OF SERVICE

THIS TERMS OF USE OF SERVICE ("Agreement") is made between NetWorth Services Inc, an Arizona corporation ("Company") and any person or entity ("User") who completes the registration process to open and maintain an account with the Company's website application service ("Service") located on its website www.netbasis.com ("Website"). Company and User are collectively referred to as the "parties". BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, COMPANY WILL PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE.

The Company reserves the right, at Company's sole discretion, to change, modify, add, or delete portions of this Agreement at any time without further notice to User. If Company does amend this Agreement in any way, the amended Agreement will be accessible to User on the Website (see link to Terms of Use and Service) and Company will indicate the date this Agreement was last revised. User's continued use of the Service after any such amendment shall constitute User's acceptance of the amended Agreement. Therefore, User should review the Website's Terms of Use of Service each time User uses the Service so that User is aware of the most recent terms, conditions and restriction governing use of the Service. If User elects not to agree to abide by this Agreement as it may be amended from time to time, User should cease the use the Service. It is User's responsibility to regularly check the Website's Terms of Use and Service to determine if there have been changes to this Agreement and to review such changes

1. Service Terms and Limitations

- a. Description. Subject to the timely payment of all Fees (as defined below) and the terms and limitations set forth in this Agreement, Company agrees to provide User with a personal, non-transferable and non-exclusive account enabling User to access and use the Service.
- b. Ownership of Service. The Service is proprietary to Company and its affiliates and is protected by intellectual property laws and international intellectual property treaties. User's access to the Service is licensed and not sold. All worldwide ownership of and rights, title and interest in and to the Service, including without limitation, all copyrights, patent rights, trademark rights, trade secret rights, inventions and other proprietary rights therein and thereto, are and shall remain exclusively in Company and its affiliates.
- c. Accessibility. User agrees that, from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

d. Equipment. User shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for User's use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access and use the Service.

2. Limitations

a. Security. User shall be solely responsible for the security, confidentiality and integrity of all messages and the content that User receives, transmits through or stores on the Service. User shall be solely responsible for any authorized or unauthorized access to User's account by any person. User agrees to bear all responsibility for the confidentiality of User's password and all use or charges incurred from use of the Service with User's password.

b. Privacy. When reasonably practicable, Company will attempt to respect User's privacy. Company will not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Service, without User's prior consent unless Company has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Company; (iii) enforce this Agreement; (iv) protect the interests of users of the Service other than User or any other person; or (v) operate or conduct maintenance and repair of Company's services or equipment, including the Service as authorized by law. User has no expectation of privacy with respect to the Internet generally. User's IP address is

transmitted and recorded with each message User sends from the Service. Company does provide certain information in aggregate form collected from and relating to User to third persons such as advertisers and sponsors.

c. Non-Transferability. User's account is non-transferable and any rights to User's account shall automatically terminate upon User's death.

d. Limitations on Service Results. User acknowledges that the results of the Service shall depend on User accurately inputting the required information and understanding the limitations on the data available under the Service. The Website contains information regarding the scope and proper use of the Service. User shall be responsible for reviewing the Website information and understanding the scope and correct use of the Service.

3. Fees

a. Payment. User shall pay Company fees for the Service on a transactional basis as further specified on the Website ("Fees"). Fees shall be due and payable before the commencement of the Service. Company expressly reserves the right to change the Fees at any time.

b. Collection and Taxes. All Fees, Taxes (as defined below) and other charges shall be billed to User's credit card at the current international currency conversion rate. User shall be responsible for and shall pay Company all currency conversion charges, sales, use, value-added, personal property or other tax, duty or levy of any kind, including interest and penalties thereon ("Taxes"), whether imposed now or hereinafter by any governmental entity. In the event User fails to pay any amount in advance, Company may immediately suspend or terminate this Agreement and User's access to the Service. User shall promptly pay Company in the event of any refusal of User's credit card issuer to pay any amount to Company for any reason. User agrees to pay interest at the rate of 1.5% per month on any outstanding balance, together with costs of collection, including attorney's fees and costs.

4. User Representations

User represents and warrants to Company that: (a) User is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement; (b) all information provided by User to Company is truthful, accurate and complete; (c) User is the authorized signatory of the credit or charge card provided to Company to pay the Fees; (d) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth in

Section 5; and (e) User has provided and will provide accurate and complete registration information, including, without limitation, User's legal name, email and mailing addresses and telephone number.

5. Prohibited Uses

User is solely responsible for any and all acts and omissions that occur under User's account or password, and User agrees not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email; (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (g) disseminate, store or transmit viruses, Trojan horses or any other malicious code or program; or (h) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this Agreement.

6. Restrictions of Use

User agrees to use the Service solely for its own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. User agrees not to use, transfer, distribute or dispose of any information contained in the Service in any manner that could compete with the business of Company. User acknowledges that the Service has been developed, compiled, prepared, revised, selected and arranged by Company through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Company. User agrees to protect the proprietary rights of Company and all others having rights in the Service during and after the term of this Agreement and to comply with all reasonable written requests made by Company or its suppliers of content ("Suppliers") to protect their and others' contractual, statutory and common law rights in the Service. User agrees to notify Company in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights. User may not copy, reproduce, recompile, decompose, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit or in any way exploit any part of the Service, except that User may download material from the Service and/or make one print copy for its own personal, noncommercial use, provided that User retains all copyright and other proprietary notices.

7. Termination

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force until terminated. User may terminate this Agreement for any reason upon thirty (30) days prior notice to Company. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend User's access to or use of all or any portion of the Service; (c) modify all or any portion of the Service, and (d) terminate this Agreement. If Company terminates this Agreement or otherwise terminates User's access to the Service or User elects to terminate use of the Service because User objects to an amendment to this Agreement and User has prepaid for Services that have not been utilized at the time of the termination of access, Company shall refund any such prepaid and unused funds to User.

8. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND DOES NOT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE OR USE OF THE COMPANY'S WEBSITE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO USER AND USER MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, USER'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL FEES PAID BY USER TO COMPANY HEREUNDER. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH THE SERVICE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE SERVICE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.

USER ACKNOWLEDGES THAT THE SERVICE SUPPLIED TO USER IS SOLELY BEING PROVIDED BY THE COMPANY. COMPANY'S SUPPLIERS, PARTNERS, AFFILIATES, ALLIANCES, OFFICERS, EMPLOYEES, AGENTS AND REFERRAL SOURCES SHALL IN NO WAY BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR USE OF THE COMPANY'S WEBSITE. AS USED HEREIN, A "REFERRAL SOURCE" OF COMPANY SHALL INCLUDE, WITHOUT LIMITATION, ANY PARTY THAT PROVIDES A LINK TO COMPANY'S WEBSITE OR THE SERVICE PURSUANT TO AN AGREEMENT WITH COMPANY.

10. Indemnification

User agrees to indemnify, hold harmless and defend Company, its members, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; (b) User's use of the Service, including any data or work transmitted or received by User; and (c) any unacceptable use of the Service, including, without limitation, any statement, data or content made, transmitted or republished by User which is prohibited as unacceptable in Section 5.

11. Miscellaneous

a. Amendment. Company shall have the right, at any time and without notice, to add to or modify the terms of this Agreement. The most recent version of this Agreement and the effective date of such version shall be posted by Company on the Website (see link to Terms of Use and Service). User's access to or use of the Service after the effective date such amended terms shall be deemed to constitute acceptance of such amended terms.

b. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any

other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to the other party as provided herein. User hereby consents to notice by email. All notices shall be directed to Company by email at its current email address for customers as described in the Service. All notices shall be directed to User pursuant to the contact information provided by User in User's registration with the Service.

e. Law. This Agreement is made in and shall be governed by the laws of the State of Arizona without reference to conflicts of laws, except as governed by Federal law.

f. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located within the county of Maricopa, Arizona. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts located within the county of Maricopa, Arizona. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts located within the county of Maricopa, Arizona and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court located within the county of Maricopa, Arizona.

g. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Arizona.

h. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses from the non-prevailing party in addition to any other relief to which such prevailing party may be entitled.

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i. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

j. Force Majuro. If the performance of any part of this Agreement by Company is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of Company, Company shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

k. Survival. The terms and provisions of Sections 2, 3, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

l. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

m. Statute of Limitations. User acknowledges and agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

n. No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.