

## DIY WEBSITE BUILDER TOOLS

1. Definitions. For purposes of this Section, the following capitalized terms shall have the meanings ascribed to them below:

A. "Website Builder Tool" means the tool that provides customers the ability to create or add/modify content on a website through the use of templates, images, gadgets, and any other feature provided by Web.com and licensed to end users.

B. "Subscription Service" means any of the Web.com "Do-it-Yourself" website packages or solutions that are available for purchase by end users on a monthly or annual basis, for a monthly or annual fee (respectively), that combine the Website Builder Tool, the Web Hosting Service, and/or such other services as may, from time to time, be included in the package by Web.com as of the time of your purchase.

C. "Web Hosting Service" means the Web Hosting services provided by Web.com or a third party through Web.com as part of a monthly or annual website Subscription Service or other Web Hosting Services.

D. "Mobile Website Design Services" means the Web.com or private labeled offering whereby you can create, design and host a mobile website using a Website Builder Tool.

E. "nsWebsite™ (Small)" means a website with features as listed on the Web.com product pages. "nsWebsite™ (Large)" means a website with features as listed on the Web.com product pages.

F. "Premium Designs" means a website designs created by Web.com that may be purchase by you.

2. Payment.

A. Billing for the Subscription Service shall be paid by valid payment method (acceptable to Web.com) at the time of purchase at the fee set forth on our Website. Your monthly and, if you have selected our "auto-renew" feature, annual payments for the Subscription Service shall be automatically charged to the credit card provided by you (and acceptable to Web.com) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Subscription Service Fee"), and you hereby agree that Web.com is authorized to so charge the payment method on file. Web.com, in its sole discretion, shall determine the prices it will charge for the Subscription Service, and the terms and conditions applicable to the same, and Web.com may, upon providing notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to the change(s), you may terminate this Agreement (or cancel your Subscription Service, as applicable) within thirty (30) days from the date of your notice; otherwise all such changes shall be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Subscription Service Fee, on the next monthly or annual (as applicable) payment cycle.

B. In addition to recurring service fees, Web.com may charge set up fees and other one-time fees for any optional services as set forth on our Website and/or described in this Schedule (collectively "One-time Fees"). Applicable One-time Fees shall be charged to the payment method provided by you (and acceptable to Web.com) at the time of your purchase, and you hereby agree that Web.com is authorized to so charge the payment method provided by you. Web.com, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

C. Web.com will charge you a Processing Fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package. You authorize Web.com, in its sole discretion, to charge the payment method provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of any annual Subscription Service for the amount of the Processing Fee.

D. Web.com will suspend your account if you request a chargeback on your payment method for charges to your payment method for exceeding bandwidth limitations set forth herein (see Section 3(b) below).

3. File Size, Storage and Bandwidth Limitations. The following file size and bandwidth limitations apply to website Subscription Services (besides the ones used in conjunction with the Mobile Website Design Services) offered by Web.com:

A. File Size and Storage. Each website Subscription Service shall have a total storage limit as follows: (i) nsWebsite™ (Small) 5 Gigabytes; and (ii) nsWebsite™ (Large) 300 Gigabytes. You can upload a maximum of 2GB of files to your website template photos and files area, provided that all files must comply with the following size limitations: All Image, Text and Document files have a 5 Megabyte limit (includes .gif, .jpg, .jpeg, .txt, .doc, .xls, .wri, .ppt, .dxf, .pdf and .psd files); and all Media, Flash, and Compressed files have a 15 Megabyte limit (includes .mpg, .mp2, .mp3, .wav, .mid, .mov, .asf, .wma, .wmv, .avi, .mpeg, .rm, .ra, .swf, .zip and .sit files).

B. Bandwidth. You and your website visitors can view and download the following amounts of content on your website per month: (i) nsWebsite™ (Small) = 50 Gigabytes per month; and (ii) nsWebsite™ (Large) Website = 3,000 Gigabytes per month Web.com reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an additional fee as determined by Web.com in its sole discretion, which fee shall not exceed US \$0.50 per Megabyte, for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (B) terminate or suspend your website Subscription Services and this Agreement if you exceed the bandwidth limitations set forth above.

C. SpaceManager. You may use the SpaceManager feature for this service in order to store and share up to 2GB of files. Each file shall not exceed 200MB in size. You agree that if you do exceed either of such limits, and/or violate Web.com's Acceptable Use Policy, Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees, suspension, termination, and/or deletion of your files.

4. Conduct. You agree to be bound by the applicable provisions of the Web.com Acceptable Use Policy (the "AUP"), incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule. You expressly (i) grant to Web.com a license to cache the entirety of your Content and your Website, including content supplied by third parties, hosted by Web.com under this Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights. Web.com neither sanctions nor permits any website content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Web.com reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Web.com are an appropriate recompense to Web.com for the time required to respond to and address issues created by your violation of the AUP, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Web.com will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering

information about Customer, your website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

5. Premium Designs. You may purchase a Premium Design from Web.com for a one-time fee. Each Premium Design may only be used for one website or hosting package. Upon cancellation or termination of your website or hosting package, you will no longer have access to the Premium Design(s) purchased for such package. You may test your Premium Design(s) before publishing your website at no charge. You may not, however, publish your website with such Premium Design(s) unless you purchase such Premium Design(s).

6. MapQuest® Service and Google® Maps Service and other Third Party Applications. Any use of the MapQuest service or Google Maps service or any other third party application that is a part of the Web Hosting Service, Subscription Service or Website Builder Tool or any other Web.com service is at your own risk. Use of the Google Maps service is subject to the terms and conditions located online at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html) and you agree to and acknowledge consent of such terms and conditions. Web.com is in no way responsible or liable for any and all claims or damages that arise as a result of your use or a third party's use of the MapQuest service or Google Maps service. Web.com is not liable for any property damage or personal injury as a result of your use or a third party's use of the MapQuest service or Google Maps service. You further agree that if you use the MapQuest service you will include the following statement on your Website: "Maps/Directions are informational only. User assumes all risk of use. MapQuest, Web.com, and their suppliers make no representations about content, road conditions, route usability, or speed." You expressly agree that you will not modify the MapQuest service or Google Maps service in any way nor will you use the MapQuest service or Google Maps service in any way that may infringe the rights of Web.com, MapQuest, or Google Maps, or any third parties. Web.com reserves the right to terminate, delete, remove or modify the MapQuest service or the Google Maps service at any time without warning or notification to you.

Web.com uses Google's YouTube API Services. By using YouTube's API Services, you agree to YouTube's Terms of Service and Privacy Notice, which can be found at: <https://developers.google.com/youtube/terms/developer-policies#a.-api-client-terms-of-use-and-privacy-policies>.

7. Use of Images. Your use of any content, images or pictures that are made available by Web.com as a part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, Subscription Service, and Mobile Website Design Services, or any other Web.com service is governed by the terms of this agreement. You agree that certain content, images or pictures that you use as a part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, or Subscription Service services are governed by the Fotolia LLC Standard License Content Download Agreement ("Content Download Agreement") which is located at <http://www.fotolia.com/Info/Agreements>. You are obligated to abide by the terms of this agreement and the Content Download Agreement in your use of any content, images or pictures that are provided by Web.com to you. You agree that you will not modify, alter, change, reproduce, reengineer, recreate, deface, sell, distribute, lease, license, sublicense or rent any content, image or picture that is made available to you by Web.com or that is part of the Website Builder Tool, Website and Ecommerce Design Services, Web Hosting Service, Subscription Service, or Mobile Website Design Services. You expressly agree that you will not use any content, images or pictures in any way that may infringe in any way the rights of Web.com or any third parties. Web.com and its partners retain all rights, title and ownership to the intellectual property, software, tools, content, images and pictures that are made available to you. You agree that your use of the content, images or pictures made available by Web.com do not give you any rights in such content, images or pictures. Web.com shall also have the right to display your Website on its online properties as an example of the design work Web.com is able to provide for its customers.

8. Limitation of Liability/Disclaimer of Warranty for Password Protection Feature. In addition to your acknowledgement and agreement to the limitation of liabilities and disclaimer of warranties contained in the agreement, you acknowledge and agree that Web.com shall have no liability to you or any third party

with respect to your use of the password protection feature in the Website Builder Tool (the "Password Protection Feature") or the unauthorized access to your website or online storage space. You agree that your use of the Password Protection Feature is solely at your own risk. You agree that all of such services are provided on an "as is," and "as available" basis. Web.com and its licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Web.com nor its licensors make any warranty that the Password Protection Feature will meet your requirements, or that the Password Protection Feature will be uninterrupted, timely, secure, or error free. You acknowledge and agree that Web.com's entire liability, and your exclusive remedy, in law, in equity, or otherwise, with respect to the Password Protection Feature provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for the service during the term of this Agreement.

9. Cancellation. You may cancel your Subscription Service at any time. To cancel your Subscription Service you must notify Web.com. Your Subscription Service will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Any fees already paid to Web.com shall not be reimbursed to you (except for money back guarantees that may apply to your services).

#### 10. Term and Termination.

A. Term. Your Subscription Service shall be either (i) on a month-to-month basis for successive monthly periods (or other similar billing cycle), (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Subscription Service.

B. Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Section, and the Agreement if you have no other services with Web.com, will be terminated as of the cancellation of your Subscription Service.

11. Web.com License. Web.com grants you a limited non-exclusive, revocable license to use the Website Builder Tool and the related software and tools for the purpose of creating, designing and publishing websites for use consistent with this Agreement, the Web.com Acceptable Use Policy and any and all relevant laws.

12. Third Party Licenses and Offerings. You expressly agree that any third party products, services or offerings that are available to you as a part of any of the Web.com product or services under this Section shall be used by you in accordance with the terms of any relevant third party licenses. Your failure to abide by any third party license may result in the immediate termination of your services by Web.com.

13. Free 1-Month Website Package (Third Level Domain Package). Web.com may make available, from time to time, a free website package that contains a third level domain name, a Website Builder Tool, Web Hosting Service, and one e-mail box. Web.com reserves the right to amend the products and the services in its free website package and to determine when any such changes apply to both existing and future customers.

#### A. Third Level Domain Name and Website Template Restrictions

i. For this package, when selected, you will be able to choose a domain name that is a third level domain name, e.g. one that is based upon a domain name that is already registered to, and controlled by, Web.com (For example: "YourName.mynetworksolutions.com"). Because

your domain name is based upon a Web.com second level domain name hosted by Web.com, your domain name cannot be transferred to another registrar or to another website hosting company.

ii. In addition to the restriction on transferability, you also cannot point the third level domain to any website other than the one you develop as part of the free website package.

iii. When you select a third level domain name with us, you agree to be bound by our current domain name dispute policy, which can be found at <http://www.icann.org/dndr/udrp/policy.htm>. You also agree that, if your use of a particular domain name is challenged by a third party, you will be subject to the provisions specified in our dispute policy. For the adjudication of any disputes brought by a third party against you concerning or arising from your use of a domain name registered with us you (but not Web.com) agree to submit to subject matter jurisdiction, personal jurisdiction and venue of Duval County, Florida, and the courts of your domicile. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms set forth in this Agreement.

#### B. Advertising

i. You acknowledge and agree that prior to publication of your free website, your third level domain name may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Web.com may place on any such Under Construction Page promotions and advertisements for, and links to, Web.com's website, Web.com product and service offerings.

ii. Also, you agree that Web.com may place advertisements for, and links to, Web.com's website, Web.com product and service offerings, third-party Websites or third-party product and service offerings at the bottom of your published Web Site and at the bottom of e-mails you send using the e-mail service provided with the free website package.

#### C. Description of Service for nsWebsite 1-Month Free Trial

i. Web.com may make available, from time to time, an nsWebsite 1-Month Free Trial offer that includes a default domain name, a Website Builder Tool, Web Hosting Service, and up to ten (10) e-mail boxes. Web.com reserves the right to amend the products and the services in the nsWebsite Free Trial and to determine when any such changes apply to both existing and future customers.

ii. You understand and agree that this is a free trial offer that expires in one month. At the end of the one-month trial period, you will automatically be charged \$9.95/month for the nsWebsite (Small) package. If you wish to cancel the service and not be charged, you must contact Web.com customer service at 1-800-333-7680 before expiration of the one-month trial period. You understand and agree that in the event you cancel the nsWebsite service, any files, email content, email boxes or images associated with your website are non-transferable and non-downloadable and will be permanently lost.

iii. You acknowledge and agree that prior to publication of your nsWebsite, your domain may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Web.com may place on any such Under Construction Page promotions and advertisements for, and links to, Web.com's website, Web.com product and service offerings.

D. You agree that you will not exceed the bandwidth or storage space limits applicable to the Web Hosting Services offered as part of the Free Website Package and nsWebsite 1-Month Free Trial as set forth on our Website. You agree that if you do exceed either of such limits, Web.com, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of fees and/or suspension and/or termination of your Web Hosting Services. You agree that Web.com will have no liability to you or any of your end users due to any corrective action that Web.com may take. In addition, you agree not to use our Web Hosting Services offered as part of the Free Website Package and nsWebsite 1-Month Free Trial primarily as online storage space for archived electronic files. If we detect that you are using our Web Hosting Services to archive files, you agree that Web.com may suspend or terminate your Free Website Package or nsWebsite 1-Month Free Trial Package without liability.

#### 14. Website Coach Services.

A. Generally, Website Coach is a service whereby our representatives or a vendor or sub-contractor thereof will assist you with configuring, modifying, utilizing or updating the services associated with your website product. Subject to the terms and conditions of this Agreement and during the term of this Agreement, we agree to provide you with the Website Coach services as part of the Website with Coach package you purchased during the sign-up process. Our Website Coaches can provide certain guidance about the use of our website product as well as best practices for website setup and design. Website Coaches do not run, manage or build your website and do not offer any service guarantees. Website coaching is available by online chat or via phone.

We will provide Website Coach services for you based upon direction and input provided to us by you. Customer hereby grants us and our vendors and sub-contractors all necessary rights and licenses with respect to your account in order for us to carry out our obligations for the Website Coach service and to make a reasonable number of archival or back-up copies of information, documents, files or materials as deemed necessary by us. Notwithstanding the foregoing, we are not obligated to archive, or responsible for archiving, any information, documents or materials that are mailed, emailed, faxed or otherwise provided to us. We reserve the right to change the scope and nature of the Website Coaching services provided to you.

The Website Coach service is provided through the purchase of the Website with Coach package for your website product. The DIY Website Builder package does not contain the Website Coach service. The Website with Coach package is available on a month-to-month basis. The DIY Website Builder package is available only for an annual term. You cannot downgrade at any time from the Website with Coach package to the DIY Website Builder package; however, you may request an upgrade from the DIY Website Builder package to the Website with Coach package.

B. Your Obligations. In order for Web.com to perform the Website Coach services in accordance with this Agreement, you shall be responsible for the following:

- i. Providing Web.com with all information requested by Web.com to allow us to fulfill the specific Website Coach service requested by you. In certain cases, this may include providing access to your computer for a representative of Web.com or a vendor or sub-contractor thereof.
- ii. Ensuring that the content provided by you (or any representative thereof), if any, does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization necessary to use intellectual property or other proprietary information of third parties. You represent and warrant that any name or word submitted to be used in connection with the Website Coach services does not infringe any trademark, domain name or any other intellectual property rights of any third party.

iii. Ensuring the accuracy of materials provided to Web.com, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for you.

C. Information and Content You Provide. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Web.com has the right to suspend or terminate your account and refuse any and all current or future services (or any portion thereof). You acknowledge that Web.com does not pre-screen content, images and inventory. Web.com and its designees shall have the right to remove any content that violates our Acceptable Use Policy. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of such content. In this regard, you acknowledge that you may not rely on any content created by Web.com or submitted to Web.com.

D. Non-Interference By You. Customer will use the Website Coach service in a manner which does not interfere with or disrupt other network users, services or equipment, and Web.com reserves the right to terminate or suspend the Website Coach services without notice to you if such interference is determined by Web.com to exist. Such interference or disruption includes, but is not limited to:

- i. wide-scale distribution of messages, including bulk email or unsolicited spam email, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups or other public or private forums;
- ii. propagation of computer worms or viruses; and
- iii. use of the network to make unauthorized entry to other computational, information or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

E. Remote Desktop Feature. For certain services offered under Website Coach services, access to your computer may be necessary in order to help you complete the service. Access to the Internet is also required to receive certain Website Coach services, and you are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with the Services. By purchasing Website Coach services, you authorize a representative of Web.com and/or its vendors or sub-contractors to access your computer and any associated computer networks. You agree that you will bear all risks associated with our provision of the Website Coach services and your Internet connection. You will comply with all applicable local, state, national and international laws and regulations during the provision of the Website Coach services. You agree to allow Web.com to record and archive a digital copy of the Website Coach services session in a video format for liability and training purposes, and you are aware and agree that anything you do not want recorded, including but not limited to e-mail, files, attachments, pictures, and Internet history, must be removed from your computer prior to the Website Coach services session.

F. You agree to assist Web.com as reasonably requested by Web.com in diagnosing the issues and providing the Website Coach services. The Web.com representative providing the Website Coach services has sole discretion over any instructions and steps taken in providing such services.

G. You agree that the Website Coach services provided by Web.com may result in malfunction of certain programs or functions of your computer or associated computer networks, and acknowledge that this result may occur through no fault of Web.com. Knowing and understanding the risk of accepting Website Coach services from Web.com, you assume all responsibility and risk for any damage to your programs, computer or associated networks that may result from those services, even if due to the fault or negligence of Web.com. Furthermore, you agree in advance to release, waive, forever discharge and covenant not to sue Web.com, any of its employees, officers, and/or agents from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of

any nature that may result from any and all Website Coach services that are provided to you by Web.com or any of its representatives, vendors and sub-contractors.

H. You hereby agree to indemnify, save and hold harmless Web.com, its employees, officers, and/or agents from any loss, liability, damage, or cost they may incur due to the provision of Website Coach services on your behalf, whether or not such loss, liability, damage or cost is due to the fault or negligence of Web.com.

I. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with, Web.com, and that Web.com is not responsible for and has no control over the information, content or other materials, some of which may be offensive, malicious or destructive in nature, which may be accessed through use of the Website Coach services. You further agree that Web.com does not own or control all of the various facilities and communications lines through which Website Coach services may be provided, nor does Web.com guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by Web.com.

J. You further agree that Web.com cannot and does not guarantee or warrant that data or software programs available for downloading through Website Coach services will be free of defects, infection or viruses, worms, Trojan horses or other code that manifests contaminating, malicious or destructive properties. You are solely responsible for implementing adequate procedures to satisfy your particular requirements for data security, accuracy of data input and output, and for maintaining a means external to Website Coach services for the reconstruction of any lost data (for example, adequate backup procedures).

K. You further acknowledge and agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information that you transmit or receive over the Internet. You agree that Web.com is not responsible for invalid destinations, transmission errors or corruption or security of your data, computers or networks.

L. Web.com may, in its sole discretion, limit or discontinue your access to the Website Coaching services, including, but not limited to, limitation of your hours to the Website Coaching services.