



Website Hosting Terms and Conditions

Introduction

This User Agreement ("Agreement") governs your purchase and use of any WebPuzzleMaster Services (collectively called "Services"), ordered by you ("you" and/or "Customer") on the order form ("Order Form") and provided by WebPuzzleMaster. The account set up with WebPuzzleMaster through which the Services will be administered is referred to as your "Plan(s)". This Agreement explains the terms and conditions that apply to your purchase and the use of the Plan(s) and WebPuzzleMaster's Website. Before you may use WebPuzzleMaster's Services and create an account with WebPuzzleMaster you must register and accept this Agreement by clicking the Acceptance Checkbox at the end of this Agreement. This Agreement exists to define the agreement between you and WebPuzzleMaster and to ensure that WebPuzzleMaster's clients are using WebPuzzleMaster's Services with regard to the rights of other Internet users and in conformity with the requirements of WebPuzzleMaster's network environment.

Acceptable Use

You are required to use WebPuzzleMaster's Service(s) responsibly. This includes respecting the other clients of WebPuzzleMaster. Subject to the terms and conditions of this Agreement, WebPuzzleMaster grants you a non-exclusive, non-transferable, limited license to access, display and use our Services, Websites and their contents. You shall comply with all copyright laws worldwide in your use of WebPuzzleMaster's Services and Websites and prevent unauthorized copying of their contents. Except as provided in this Agreement, WebPuzzleMaster does not grant you any express or implied right in or under any patents, trademarks, copyrights or trade secret information.

Prohibited Use

WebPuzzleMaster servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited.

Examples of prohibited use include, but are not limited to:

- materials subject to trademark, copyright or other laws protecting any materials or data of others in the absence of a valid license or other right to do so;
- material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws;
- unauthorized use or disclosure of private, personally identifiable information, or proprietary information of others;
- adult-oriented sites, pornography and sex-related merchandising, including sites that may infer sexual content of any kind or provide links to adult content elsewhere. WebPuzzleMaster also prohibits sites that provide storage, sale, distribution, hypertext link to, advertisement, promotion or hosting of material that is unlawful, defamatory, obscene, harmful, threatening, harassing, or an intrusion of privacy or publicity rights, or is otherwise objectionable; and
- storage, posting, display, transmission, advertising of or otherwise making available child pornography.

In purchasing WebPuzzleMaster services, all WebPuzzleMaster clients certify that they and/or the organization they represent in procuring services from WebPuzzleMaster are not, nor have been designated, a suspected terrorist as defined in Executive Order 13224; are not owned or controlled by a 'suspected terrorist' as defined in Executive Order

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13224; and are not on, are not a member of, related to, associated with, or controlled by any organizations on the list contained in the Annex to Executive Order 13224 and all updates thereto.

Usage of Allotted Resources

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes agreed to in the stipulated measurements outlined on the website at the time of sign-up (or other measurements of services in the form of gigabytes, terabytes, etc.) per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). WebPuzzleMaster will monitor Client's bandwidth and disk usage. Customer agrees that bandwidth allowances represent the sum of the incoming and outgoing allowances. Once a plan reaches the bandwidth allowance, the plan will automatically be suspended until the next calendar month or until the plan's bandwidth allowance is upgraded. Bandwidth calculations are updated daily and are not in real time. Therefore, Customer agrees that the sum of incoming and outgoing bandwidth usage that exceeds the plan's allowance shall be billed at \$1.00 per GigaByte. Further, if WebPuzzleMaster's automated system fails to suspend a plan when reaching the plan's bandwidth allowance, customer agrees be billed at \$1.00 per GigaByte for each GigaByte of bandwidth usage in excess of the plan's bandwidth allowance. WebPuzzleMaster shall have the right to take corrective action if Client's disk usage exceeds the Agreed Usage, including but not limited to deletion of all plan files, termination of this Agreement or suspension of Services. Such actions may be taken in WebPuzzleMaster's sole and absolute discretion.

Usage of Server Resources

In order to preserve the integrity of WebPuzzleMaster's Services and provide Clients with guaranteed uptime of 98%, WebPuzzleMaster must be able to regulate its clients' use of server resources. Therefore, Customer agrees that Customer shall not use excessive amounts of server resources (such as, but not limited to, CPU & Memory usage) on any of WebPuzzleMaster's servers. WebPuzzleMaster shall define "excessive amounts of server resources" as using any form of server resource in a manner which noticeably hinders the quality of any service. Customer agrees to be held under strict liability for assuring reasonable server resource usage. Any violation of this policy will result in immediate account cancellation and imposition of an Administrative Fee of \$50.00. WebPuzzleMaster shall not refund to Customer any fees paid in advance of such cancellation and Customer shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, Customer shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term. WebPuzzleMaster reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

Mass Emailing Policy

Other than clients who subscribe to WebPuzzleMaster's Email Marketing Service, each hosting plan is limited to sending no more than 200 emails in any 60 minute period. This policy is necessary to protect the quality of WebPuzzleMaster's hosting service, as mass emailing can consume excessive amounts of server resources, which negatively impacts the quality of hosting service other clients receive. First violations of this policy will result in an Administrative Fee of \$25.00 and immediate account suspension. To be re-activated, the client must provide a written and signed statement stating "I have read, understood, and agree to WebPuzzleMaster's Mass Emailing Policy". Any second violation of this policy will result in immediate account cancellation and imposition of an Administrative Fee of \$100.00. WebPuzzleMaster shall not refund to Customer any fees paid in advance of such cancellation and Customer shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, Customer shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term. WebPuzzleMaster reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

E-mail Spamming Prohibited

"Spamming" includes the sending of unsolicited bulk and/or commercial messages over the Internet using WebPuzzleMaster's Services or through another ISP or IPP with a reference to WebPuzzleMaster or a website hosted by WebPuzzleMaster, maintenance of an open SMTP policy, and selling or distributing software (on a Website residing on a WebPuzzleMaster server) that facilitates the foregoing. Spamming is prohibited. Violators will be assessed a minimum fine of \$200 and may have their Plan(s) terminated or suspended. WebPuzzleMaster reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

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System and Network Abuse

Violation of system or network security is prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following:

- unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting;
- distributing or hosting destructive or harmful content including, without limitation, viruses, Trojan Horses, worms, time bombs, cancel bots or any computer programming routines that may damage or interfere with any system, program, data or personal information;
- any form of hacking or unauthorized access, which includes, without limitation, use probing, or scanning of systems security or authentication measures, data or traffic;
- interference with service to any user, host, or network including any form of attempts to overload a system, any form of system attacks, or forgery which can come from any kind of program/script/command or messages of any kind designed to interfere with a user's terminal session, via any means, locally or by Internet;
- any form of interception which includes, without limitation, unauthorized monitoring of data or traffic on any network, server or system without express authorization from the owner;
- any form of avoidance of system restriction; and
- any form of failure to safeguard accounts which includes, without limitation, failure to prevent unauthorized access by giving away passwords.

Fraudulent Content

Offering or distributing any fraudulent goods, services, schemes or promotions (e.g. - make money fast schemes, chain-letters, pyramid schemes), or submitting false data on any sign-up form, contract or online application through registration, or any fraudulent use of information obtained through the use of the Plans, including, without limitation, use of credit card numbers, phone numbers, e-mail addresses, or home addresses is strictly prohibited.

Violation of this Agreement

If WebPuzzleMaster becomes aware of any violation or threatened violation of this Agreement, WebPuzzleMaster may pursue any remedies and take any action against you or your clients to stop or correct such violation, including, but not limited to, denying access to WebPuzzleMaster's Services and equipment or to the Internet, removal of all or a portion of the information stored on WebPuzzleMaster's server, suspension of any and all Services, or termination of this Agreement. In the event WebPuzzleMaster is required to suspend Services or terminate this Agreement, WebPuzzleMaster shall not refund any of the Fees paid in advance of such corrective action. In addition, WebPuzzleMaster may charge you for any costs or expenses it incurs as a result of the threatened or actual violation of this Agreement. You agree that WebPuzzleMaster shall have no liability to you or any of your clients as a result of any corrective action WebPuzzleMaster may take (including, without limitation, termination of Services). You are expected to cooperate with WebPuzzleMaster in any corrective or preventive action that WebPuzzleMaster deems necessary.

Fees; Payment

In consideration of the Services provided to you by WebPuzzleMaster, you shall pay the service fees set forth in your Plan(s) ("Fees"). WebPuzzleMaster offers annual terms for html website hosting and quarterly and annual terms for sites requiring php servers. All payments are due when hosting is ordered and at the beginning of the new billing cycle. It is assumed that the client wishes to automatically renew for successive like periods unless terminated in accordance with this Agreement. All Fees must be paid in advance by credit card or personal check. By establishing a Plan with WebPuzzleMaster, you authorize WebPuzzleMaster to automatically charge the Fees and any

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administrative or other fees provided for in this Agreement to your credit card or transfer money from your checking account via the transit and routing numbers you provide on the Order Form. You may discuss other payment arrangements with WebPuzzleMaster's Billing Manager by sending an email to support@webpuzzlemaster.com I. You must notify WebPuzzleMaster of any changes in your personal information (including, but not limited to the, billing address, account number or credit card or bank account, or expiration or cancellation of your card.).

It shall be your sole responsibility to assure payment is received in full and on time. If payment is not collected by the date due, (1) your account will be suspended until payment is received in full, (2) a \$5.00 late payment charge will be added to the invoice, and (3) WebPuzzleMaster reserves the right to terminate your Plan(s). If a Plan is suspended for insufficient payment, you must contact WebPuzzleMaster and arrange for immediate payment. Suspended accounts will continue to be responsible for the payment of fees. Accounts in default are subject to a service charge of 0.0767% (or such other maximum amount permitted by law) per day on the outstanding balance. Termination of Services shall not relieve customer from the obligation to satisfy outstanding amounts due and payable. In the event WebPuzzleMaster utilizes an attorney and/or collection agency to collect any unpaid amounts, Customer shall be responsible for the payment of all of WebPuzzleMaster's attorneys' fees, collection agency fees, and all other costs related to the collection of outstanding amounts.

Service Level Guarantee

WebPuzzleMaster guarantees a 98% up time service level. If you are unable to obtain 98% access to your website, WebPuzzleMaster will, on an as-requested basis, issue a pro rated credit to you for future services conditional upon your submission of proof that 98% up time was not achieved as documented by an industry recognized and reputable third party monitoring service such as that of Mon.itor.us service. This guarantee shall not apply in the event of Force Majeur (as described below), scheduled maintenance periods, inability to access applications or scripts running on the server or if Client's account is not in good standing at the time of the outage.

Viruses and Trojan Horses

As far as our website server and the hosting of your website, we have top security and firewalls in place that protect our server. We have a highly secure Cpanel, encrypted and secure FTP protocols and we use computer generated passwords for FTP. In spite of all of these safety measures, a website can still be affected through hacking and get infected. We monitor our server daily so that we can be proactive in the event that a problem is detected. If your website allows you to upload your own content through an administration area, your site is more vulnerable to these types of threats but even static sites can be at risk. Although WebPuzzleMaster.com can be hired to resolve these types of problems, if and when they arise, please be aware that virus elimination is outside the scope of your normal monthly hosting expenses. If a problem occurs on your website hosted on our server, we will notify you immediately and take steps to contain it. We will charge you an hourly rate of \$100 per hour to contain the problem and eliminate it. This may not be accomplished in a single session as viruses can return and even change. If you do not want to pay these fees, we will take your site offline and it will be unavailable on the Internet. You will receive no refunds on hosting that you have paid and will be charged a fee not to exceed \$100 to contain the virus and remove your site from our server.

30-Day Money Back Guarantee

If you are not completely satisfied for any reason within the first 30 days of purchasing a hosting plan, you will be given a full refund of the fees paid in advance upon plan cancellation. The 30-Day Money Back Guarantee is only available to new clients and cannot be invoked by anyone who has ever previously been a customer of WebPuzzleMaster or has been a customer of WebPuzzleMaster for over 30 days. The following services are not covered by the 30-Day Money Back Guarantee and are non-refundable for any reason: additional items and services; plan renewals; plan upgrades; SSL certificates; and overage fees. To invoke the 30-Day Money Back Guarantee, you must cancel your plan exactly as outlined in the "Termination by Customer" section of this agreement within 30 days of purchase. **THERE ARE ABSOLUTELY NO REFUNDS OFFERED, PROMISED OR AVAILABLE AFTER 30 DAYS OF PURCHASE.**

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Refunds

Refunds are only available in accordance with the 30-Day Money Back Guarantee. **THERE ARE ABSOLUTELY NO REFUNDS OFFERED, PROMISED, OR AVAILABLE OUTSIDE WEBPUZZLEMASTER'S 30-DAY MONEY BACK GUARANTEE.**

Credit Card Chargebacks

Any Customer who initiates a chargeback on their credit card, (removal of WebPuzzleMaster's debit of your credit card account for Fees) will be subject to (1) an Administrative Fee of \$100.00 per chargeback, (2) re-payment of the amount(s) originally charged to the credit card (3) and immediate termination of all Client's Plan(s).

Term

The term of this Agreement shall be as set forth in the Order Form, unless otherwise terminated under this Agreement. The Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew for successive like periods unless terminated in accordance with this Agreement. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

Termination by Customer

All plans automatically renew until terminated. In order to terminate or cancel your plan, you must provide written notice to WebPuzzleMaster. Such notices may be delivered by email to support@webpuzzlemaster.com, fax sent to 239-514-2399 or mailed to WebPuzzleMaster, LLC, 2430 Vanderbilt Bch. Rd., #108-176, Naples, FL 34109 (termination sent by snail mail will delay your cancellation). You must receive an acknowledgement of this cancellation by WebPuzzleMaster or it will not be effective.

Any attempts to cancel by phone, live chat, or any other method not specified will be rejected and billing will continue until these instructions have been followed. Please be aware that there are absolutely no refunds available outside the 30-day money back guarantee. **Termination requests must be received a minimum of SEVEN (7) days prior to the end of your plan's term to prevent automatic renewal.** If a plan has already been renewed, there are absolutely no refunds available for any reason. WebPuzzleMaster is unable to cancel your account effective for a future date. Once your written termination request has been received, you will receive a confirmation email. If you do not receive this email, your request was not received! This email is your proof of submission and it is strongly suggested that you retain a copy.

Knowledge and Expertise

Use of the Plan(s) requires a certain amount of knowledge of Internet programming Languages, protocols and software, and other technological information. By establishing a Plan, you or your webmaster represent that you have the knowledge necessary to maintain your website. WebPuzzleMaster will not advise, teach, supply or provide any such knowledge or customer support outside of the scope of the Plan(s).

WebPuzzleMaster/Customer Communications

Customer shall direct all communications regarding hosting support to support@webpuzzlemaster.com

Ownership of Website

You have previously developed, planned and created source and object code for purposes of creating an operational Website (collectively, the "Website"). The Website is owned exclusively by you or your agents. In the event a dispute arises over ownership of your websites and/or the Plan established with WebPuzzleMaster, you agree to fully comply with any and all of WebPuzzleMaster's security measures.

Advertising & Marketing

You agree that during the term of this Agreement WebPuzzleMaster may publicly refer to you, orally and in writing, as a customer or client of WebPuzzleMaster. Any other public reference requires your written consent.

Warranties and Representations

You warrant and represent to WebPuzzleMaster that you are (1) at least eighteen 18 years of age; (2) you possess the legal right and ability to enter this Agreement; (3) you will use the Plan(s) only for lawful purposes and in accordance with this Agreement and all policies and guidelines that may apply; (4) you will be financially responsible for your Plan(s); (5) you have acquired, or will acquire all necessary arrangements for hypertext links to a third party Websites or other content; (6) you have verified or will verify the accuracy of materials distributed or made available through use of the Plan(s), including, without limitation, your content, claims, warranties, guarantees, nature of business, and address where business is conducted, and (7) your content does not infringe or violate any right of any third party (including intellectual property rights) or violate any applicable law, regulation or ordinance.

Disclaimers and Limitations

You expressly agree that the use of Services or any information provided by WebPuzzleMaster is at your sole risk. Neither WebPuzzleMaster, nor its affiliates, nor any of its officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this site or the Services provided will be uninterrupted or error-free; nor does WebPuzzleMaster make any warranty as to the results that may be obtained from the use of the Services.

THE SERVICES, WEBSITES AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH THEM ARE PROVIDED ON AN "AS IS," "WHERE AVAILABLE" BASIS. WEBPUZZLEMASTER AND ITS PROVIDERS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE SERVICES, WEBSITES AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. USE OF THE WEBSITES IS AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liabilities

YOU AGREE THAT NEITHER WEBPUZZLEMASTER NOR ITS PROVIDERS SHALL BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR USE OF THE SERVICES, MATERIALS, CONTENT, OR INFORMATION ON ITS SITES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING WITHOUT LIMITATION A NEGLIGENT ACT, SHALL WEBPUZZLEMASTER OR ANY OF ITS PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, MATERIALS, CONTENT OR INFORMATION PROVIDED BY WEBPUZZLEMASTER OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON WEBPUZZLEMASTER'S SITES, YOUR USE OF, OR INABILITY TO USE WEBPUZZLEMASTER'S SERVICES GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WEBPUZZLEMASTER OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Notwithstanding anything to the contrary in this Agreement, WebPuzzleMaster's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi- contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose. The terms of this section shall survive any termination of this Agreement.

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Indemnification

Customer shall defend, indemnify and hold harmless WebPuzzleMaster, its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "Indemnitees"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Client's breach of any representation, warranty, covenant or agreement contained this Agreement or any other agreement incorporated by reference, (ii) Client's information stored on WebPuzzleMaster's server, the Client's website or an end user's use of the such information or the Client's website, (iii) violation by Client or any of its officers, directors, employees or agents of any applicable law, rule, regulation or order, (iv) claims or actions of third parties alleging misappropriation of trade secrets or infringement of patents, copyrights, trademarks or other intellectual property rights arising from the use, display or publication of the Client's information or the use in connection with services, software or information not provided by WebPuzzleMaster, (v) claims or actions by third parties relating to or arising out of Client's use of the Services, and (vi) any failure of Client's information or any aspect of the Client website to be compatible with the hardware or software used by WebPuzzleMaster to provide the Services, including any damage to WebPuzzleMaster's servers or other hardware caused thereby. The terms of this section shall survive any termination of this Agreement.

Limitations of Claims

Any cause of action you may have with respect to your use of WebPuzzleMaster's Services, Websites or other information must be commenced within one (1) year after the claim or cause of action arises.

Disclosure

WebPuzzleMaster may reveal any information it deems necessary or appropriate, including, without limitation, user profile (e.g. name, e-mail address, etc.), usage history or other material contained on WebPuzzleMaster's system in order to abide by any applicable laws, lawful governmental requests, to protect WebPuzzleMaster's systems and clients, or to provide and protect the quality, functionality, and integrity of WebPuzzleMaster's business and equipment.

Compliance with Law

You agree that when using the Services you shall comply with all applicable laws and regulations. You shall not use the Plan(s) or the Services in any way that violates US export laws, including without limitation, uses related to the distribution of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use. You agree that you are not located in, under control of, or a national or resident of any country restricted as a destination by US law or on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce's Table of Denial Orders.

Severability

In the event that any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed severable and severed from this Agreement and the remaining provisions hereof shall remain in full force and effect between the parties.

Copyright or Trademark Infringement

The Digital Millennium Copyright Act ("DMCA") sets forth the law regarding the use of copyrighted materials on the Internet. All WebPuzzleMaster clients are subject to the requirements of the DMCA. Individuals or entities submitting notifications of copyright infringement by a WebPuzzleMaster customer (per the DMCA) to WebPuzzleMaster must follow the below procedures. Copyright infringement notifications submitted to WebPuzzleMaster according to these procedures will be processed within 21 days of receipt. Clients who are the subject of a DMCA notification that meets the below criteria may be subject to account termination at WebPuzzleMaster's sole discretion.

DMCA Copyright Infringement Notification Requirements:

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- Signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").
- Identification of the copyrighted work(s) claimed to have been infringed.
- Identification of the material claimed to infringe the copyright(s), and enough information for WebPuzzleMaster to locate it including URLs and specific descriptions of the infringing material at each URL.
- The Claimant's name, address, and telephone number(s).
- A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.
- Mail the notification to:

WebPuzzleMaster, LLC
 2430 Vanderbilt Bch. Rd., #108-176
 Naples, FL 34109

Assignment

You may not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of WebPuzzleMaster. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. WebPuzzleMaster may assign its rights and obligations under this Agreement, and may engage subcontractors or agents to perform its duties and exercise its rights hereunder, without the consent of Client. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Minimum Age Requirement

WebPuzzleMaster clients must be at least 18 years of age. Any individual under the age of 18 years ("Minor") must have a parent or guardian accept this Agreement in order for the Minor to become an WebPuzzleMaster customer. A parent or guardian who accepts this Agreement on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with this Agreement, including the timely and full payment of the charges for WebPuzzleMaster services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains WebPuzzleMaster's express written consent to the contrary.

Force Majeure

WebPuzzleMaster will not be liable for delays in its performance of this Agreement or provision of Services which are caused by circumstances beyond WebPuzzleMaster's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). WebPuzzleMaster will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of clients for the payment of money due.

Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between WebPuzzleMaster and its clients. Each of WebPuzzleMaster and its clients will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT MUST BE BROUGHT IN A FLORIDA STATE OR FEDERAL COURT LOCATED IN COLLIER COUNTY, FLORIDA, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Entire Agreement

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any document, correspondence or other communication, of Customer or WebPuzzleMaster, the terms and conditions of this Agreement shall control unless otherwise set forth in this Agreement.

Modification

WebPuzzleMaster may change or modify any of the terms and conditions contained in this Agreement, including any policy or guideline incorporated by reference, at any time, and you agree to be bound by the revised terms of this Agreement. Any such modification will become effective upon the date they are first posted on this site. It is your responsibility to return to this Agreement from time to time to review the most current terms and conditions. WebPuzzleMaster does not and will not assume any obligation to notify you of the changes to this Agreement. Your continued use of WebPuzzleMaster's Plan(s) will be the reflection of your cooperation and acceptance of any changes or modifications.

Acceptance

By clicking the following checkbox (also known as Acceptance Checkbox) you acknowledge that you have read this User Agreement and agree to be bound by the terms and conditions contained in this document as well as all policies and guidelines incorporated by reference. You further agree that the act of submitting your Order Form online is equivalent to your signature and agree that all the information you submit online is true and correct to the best of your knowledge.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Updated: 11/24/2009