

Terms of Service Agreement effective 09/15/2006

Terms of Service Agreement

This Terms of Service Agreement (hereinafter "Agreement") sets forth the terms and conditions by which we, NetBizConnect, a division of We Hear You 2, Inc., provide the NetBizConnect Services to site visitors, users, registered members or customers and account holders. By visiting our site, using any of the tools and services provided via our site, or registering an account, you thereby agree to be bound by each of the terms and conditions of this Agreement.

We may automatically amend this Agreement at any time by informing you of the amended terms via email to an email address you provide to us, if you are a registered account holder. Such amendments will be effective when sent to your last known email address. It is your duty to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking functionalities. Alternatively, we may merely post the amended terms and make them available to be read by current account holders. In such cases, the modified terms and conditions of this Agreement are effective and in force when posted by us.

For those visitors to NetBizConnect who have not registered as users, or who have let their memberships or subscriptions elapse, it is their responsibility to read this Terms of Service each time they access any portion of our site. Any usage of this site by you, including merely viewing our home page or any page published on our site, as an unregistered NetBizConnect user, means that you agree to be bound by each and every one of the terms and conditions of this Terms of Service Agreement.

Our Commitment to You

NetBizConnect, a division of We Hear You 2, Inc is committed to bringing you the best possible tools and services designed to meet your needs and expectations. We promise you that our NetBizConnect Application Services will be available at least 99.9% of the time, excluding those periods where we conduct regularly scheduled maintenance or where unforeseeable and unavoidable service outages occur due to Internet, router, or Internet Service Provider related downtime outside of our control. While we are not and cannot be responsible for your own connection to the Internet, or the functionality of your own private systems or software existing outside of our NetBizConnect Network, we guarantee that you will, except for those conditions mentioned above, be able to access the NetBizConnect Application Services 99.9% of the time.

Limited Warranty

If for some reason the NetBizConnect Application Services do not meet our stringent standard of availability, you may request a refund in the amount of 5% of your Monthly License Fee for each 30 minutes of continuous downtime. This guarantee is limited to a sum no greater than the amount that equals 50% of your Monthly License Fee. In the alternative, if no single period of downtime was 30 minutes or longer in duration, you may request a refund equal to the percentage of actual downtime that took place during the affected month multiplied by the amount of your Monthly License Fee. Although you may elect either remedy, either refund is your sole remedy for the failure of NetBizConnect to maintain 99.9% availability, subject to the limitations above stated, during any given

Terms of Service Agreement effective 09/15/2006

calendar month. Refunds will be issued in the form of a credit towards your next invoice, unless the affected month was pre-established by you as your final month of service, and you have informed us of that in writing prior to the service outage and in such cases your refund will be issued via check or credit card payment (at our sole option) within 60 days of your request and upon our verification of the service outage, including the actual amount of downtime.

Scheduled Maintenance

NetBizConnect, a division of We Hear You 2, Inc. makes every effort to perform all service maintenance activities during pre-scheduled maintenance windows. Currently, the maintenance windows are set for each evening from 1:01 a.m. to 3:00 a.m. U.S. Central Standard Time; we may not utilize every maintenance window. If system downtime is planned during any maintenance window, we will issue an announcement prior to the date of the planned maintenance activity.

Billing Policies

- You will be billed for services you have selected to receive on a recurring basis until and unless the service(s) we are providing is cancelled by you. You may select from monthly or yearly recurring billing plans. By accepting any of our services, you agree to keep us updated as to your billing information.
- No refunds will be issued after thirty (30) days. Upon our approval, account balances may be used as a credit towards service purchases.
- Accounts that have become delinquent (more than 10 days past due) are subject to deactivation without further notice being given to you.
- Our charges are not based upon actual usage of the NetBizConnect service, but instead, are based upon a license fee that entitles you to use the NetBizConnect service. You must specifically cancel any service that you no longer wish to use and pay for.
- You agree to hold We Hear You 2, Inc, its officers, directors, employees, partners, affiliates and associates harmless and indemnify and defend from any civil claim of any nature that arises from your usage of the NetBizConnect Application Services. You agree to be bound by the terms and conditions of our Acceptable Use Policy which is hereby incorporated by reference as if fully set forth herein. The Acceptable Use Policy may be reviewed [here](#).

Additional Terms

1. We may terminate this Agreement immediately for any reason without notice to you. Your account will be terminated if you violate any of the terms and conditions of this Agreement.

2. WE PROVIDE YOUR ACCOUNT AND OUR SERVICES ON AN "AS IS" BASIS, SUBJECT TO THE LIMITED WARRANTY PROVIDED HEREIN, OUR SUPPLIERS, PARTNERS AND AFFILIATES, IF ANY, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, SAVE FOR OUR LIMITED WARRANTY PROVIDED HEREIN, INCLUDING ALL FURTHER AND ADDITIONAL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

Terms of Service Agreement effective 09/15/2006

PARTICULAR PURPOSE. You understand and agree that our services may be unavailable for extended periods, and we do not warrant or ensure the continuous availability of our services. We may discontinue any or all services provided to you at any time without notice to you. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our control.

3. IN NO EVENT SHALL OUR SUPPLIERS, PARTNERS, AFFILIATES OR WE BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH YOUR ACCOUNT OR THIS AGREEMENT. OUR LIABILITY TO YOU OR ANY THIRD PARTIES IS LIMITED TO THE REMEDIES PROVIDED THROUGH OUR LIMITED WARRANTY. Some states do not allow the foregoing limitations of liability, so they may not apply to you.

4. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all unaffected provisions or elements shall remain in full force and effect. Any failure on our part to enforce any portion of this Agreement does not serve to waive the enforceability of the remaining portions or other breaches on your part regarding this Agreement.

5. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

6. You agree that any legal dispute that arises between yourself, and We Hear You 2, Inc.,

the owner and operator of the NetBizConnect web location, shall be resolved by mandatory, binding arbitration in lieu of litigation before a Court of Law. Arbitration shall take place in a location of our choosing before a mutually agreed upon alternate dispute resolution service provider approved by the American Arbitration Association. In the event that all parties fail to stipulate upon the selection of a specific arbitrator or alternate dispute resolution service, then any representative of the American Arbitration Association shall have the power and ability to appoint a specific arbitrator or alternate dispute resolution service. The laws of the State of Wyoming shall apply and be exclusively used for all purposes relevant to arbitration or litigation. You specifically agree to subject yourself to the personal jurisdiction of the courts, laws, and arbitration facilities of Wyoming for the purpose of resolving any dispute between yourself and We Hear You 2, Inc. All fees and costs relevant to arbitration shall be shared and prepaid equally by both parties.