

PAYDARFAR INDUSTRIES, INC.  
dba SARATECH

# Saratech Server Hosting Terms and Conditions

## CUSTOMER AGREEMENT:

By and between **Paydarfar Industries, Inc. dba Saratech (Saratech)** and **CLIENT**, the parties agree to the following, which shall apply during the term of this agreement:

### 1. ORDER ACCEPTANCE, PAYMENT

- All orders are subject to acceptance by **Saratech**. Any order will be held accepted by **Saratech** when **Saratech** sends written confirmation of said order to **CLIENT**.
- Payment and Terms: Payment shall be made to **Saratech** into the account designated by **Saratech** or agreed upon account in writing by both parties. Payments will be due within 15 days upon receipt of invoice. If for any reason **Saratech** receives less than invoice amount; **Saratech** will re-invoice **Client** for any shortfall. Should payment in full of any invoice (not including shortfalls) not be received by **Saratech** within seven (7) business days after activation or renewal, **Saratech** may impose a debt service charge amounting to five percent (5%) of the invoice (or such lesser amount as may be required by law) for each month or fraction there of the overdue amount remains unpaid. Should any amount remain unpaid thirty (30) days after invoice received, **Saratech** may withhold or suspend services, and may also terminate the agreement pursuant to section 11.C.

### 2. PRICES

- All pricing of Saratech plans is in US dollars (USD).
- **Client** is expected to assume full responsibility for taxes as well that become due with regard to **Saratech** services, except for any taxes on **Saratech** income, irrespective of which party may be responsible for reporting or collecting such taxes.

### 3. SERVICES TO BE PROVIDED BY SARATECH

- During the term of this agreement, **Saratech** will provide services to **Client** according to the Plan(s) accepted by **Client**. "Plan" is defined as any **Saratech** proposal for offering various services. The specific Plan(s) for services to be provided to **Client** shall be established by correspondence in writing between **Saratech** and **Client**. Such Plan(s) will be held as incorporated by reference into this agreement. **Saratech** and **Client** will both be responsible for retaining copies of such Plan(s) for future reference as needed. On-line changes made by **Saratech** to any Plan will not impact the terms of the Plan(s) as accepted by **Client**, unless such changes do not adversely affect the services provided to **Client** under the prior Plan(s).
- At **Client's** request, **Saratech** will obtain an Internet Second-Level Domain Name ("SLD"), from Network Solutions or an approved domain name registrar only, on behalf of **Client**. Such a request by **Customer** and/or **Client's** acceptance or use of the SLD obtained by **Saratech** shall in all cases constitute **Client's** waiver of any and all claims which it may have, or which may later arise, against **Saratech** for any loss, damage, claim or expense arising out of, or related to, the acquisition, registration, and/or use of such SLD. Any costs incurred by **Saratech** in obtaining or maintaining a domain name for **Client** or its **Clients** shall be immediately reimbursed to **Saratech** upon invoice being received by **Client** or its **Clients** from **Saratech**.

### 4. RULES AND REGULATIONS

- At any point **Saratech** may impose reasonable rules and regulations regarding use of its services. Such rules and regulations are currently called Terms and Conditions (T&C) and are posted on the Internet at <https://saratech.com/agreements/>. Such T&Cs are incorporated by reference into this agreement.

## 5. DISCLAIMERS OF WARRANTY; LIMITATIONS ON SARATECH OBLIGATIONS AND LIABILITIES

**Saratech** liability to **Client** is limited to the amount paid to and received by **Saratech** for services not accepted. **Saratech** is proud of its record in providing state-of-the-art, reliable services, and will use its best efforts to maintain performance at the high level to which its **Clients** have become accustomed, but **Saratech** makes no warranties, express or implied, including warranties of non-infringement, merchantability, or fitness for a particular purpose. **Saratech** will not and cannot guarantee a continuous service, service at any designated time, integrity of data stored or transmitted via its system. Neither **Saratech** nor any other party involved in providing services pursuant to this agreement will be liable to **Client** or any third party for any claims or damages of any kind (direct, consequential, special, or any other) arising out of the use or inability to use such services, whether or not resulting from fault or negligence on **Saratech** part, even if **Saratech** has been advised as to the possibility of such damages.

**Client** is expected to take any and all measures to prevent **Saratech** from being made party to any lawsuit or claim regarding **Saratech** services provided to **Client**. **Client** hereby agrees to indemnify and hold harmless **Saratech** from any and all foreseeable and unforeseeable lawsuits or claims.

## 6. PROPERTY RIGHTS

- **Saratech** owns all rights, title and interest in and to **Saratech** trade names, service marks, inventions, copyrights, trade secrets, patents, and knowledge relating to design, function, or operation of Plans and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This agreement does not constitute a license to **Client** to use **Saratech** trade names or **Saratech** service marks. Any such license will require a separate, written agreement.

## 7. PRIVACY

- **Saratech** will not sell nor will it knowingly disclose **Client** lists or **Client** emails and/or address lists (Note: this does not include information that is discovered without any involvement by **Saratech** and given all **Saratech** safeguards in place).
- **Saratech** will not monitor or disclose any private email messages by **Client** unless required to do so by court order or law, but **Saratech** will cooperate with law enforcement authorities and notify such authorities if **Client** is suspected to be engaged in illegal activities.

## 8. CONFIDENTIALITY

- **Client** acknowledges it may have access to certain information and materials relating to **Saratech** business plans, **Saratech** clients, software technology, and marketing strategies that are both confidential and of considerable value to **Saratech** – value which would be impaired if such information were disclosed to third parties. **Client** agrees that it will not use, nor disclose to any third party, any confidential and/or proprietary information revealed to it by **Saratech**. Additionally, **Client** agrees that it will take every reasonable precaution to protect the confidentiality of such information obtained. In the event of termination of this agreement, **Client** agrees that it will under no circumstances disclose any confidential and/or proprietary information in its possession and agrees to return to **Saratech** all confidential and/or proprietary materials or to destroy them with the option being given to **Saratech**. Any provisions of this section survive the termination of this agreement and upon any breach or threatened breach of this section, **Saratech** will be entitled to injunctive relief.

## 9. RELATIONSHIP OF THE PARTIES; NATURE OF AGREEMENT

- The relationship between **Saratech** and **Client** is that of vendor and vendee. The relationship between the two parties shall *not* be understood as being a joint venture, franchiser/franchisee, or employer/employee. Even if **Client** is an individual, this agreement constitutes a commercial agreement entered into strictly for business purposes, not a consumer agreement. **Client** does not have authority – apparent or otherwise – to contract for or on behalf of **Saratech**, or in any other way legally bind **Saratech** in any capacity, nor shall **Client** have any authority to make representations about **Saratech** or its services other than to set forth the contents of this agreement, of any plan(s) contracted for, and of any rules and regulations set by **Saratech**.

**10. DISPUTES**

- All disputes arising out of this Agreement shall be resolved with cooperation from both parties and without formal proceedings and shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts of the

State of California, in each case, located in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non-conveniens. Service of process, summons, notice or other document by mail to party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Should any dispute or disagreement not reach an agreed upon resolution by both parties, outside binding arbitration upon written demand of either party will be initiated.

- Arbitration will take place in the State of California, or at a location to which both parties agree in writing. The arbitration shall take place before an arbitration panel selected as follows: The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear the arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator and shall pay half of the other costs of the arbitration proceeding. Each party shall have the right to have the proceedings transcribed. The arbitrators will not have authority to award punitive damages, or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue or reveal a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof. Should any legal action permissible under this agreement be instituted to enforce the terms and conditions of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

#### 11. TERM AND TERMINATION

- **Initial term.** Unless otherwise terminated as set forth herein, this agreement shall be effective for the term of twelve (12) months.
- **Automatic renewal.** This agreement shall be renewed automatically for subsequent terms of the same length unless, if at least thirty (30) business days prior to the next renewal date, one party gives notice of non-renewal to the other. If, prior to the renewal date, **Saratech** tenders to **Client** a copy of **Saratech** then-current **Client** Agreement with notice that renewal is conditioned on **Client's** agreement thereto, any renewal by **Client** will be deemed to be an acceptance of the terms contained in such subsequent **Client** Agreement, rather than a renewal pursuant to the terms contained herein. Upon automatic renewal of this Agreement, the Plan(s) accepted by **Client** shall be deemed to be the Plan(s) most closely resembling **Client's** prior accepted Plan(s), provided that such subsequent Plan(s) be as favorable to **Client** as any prior Plan(s).
- **Termination.** This agreement may be terminated in any of the following ways: 1. By **Saratech**, (a) upon thirty (30) business days written notice to **Client**, if in sole judgment of **Saratech**, **Client** breaches any material and substantial provision of this agreement and has not cured said breach by the end of the thirty (30) business days. (b) Immediately upon written notice to **Client**, in the event that 1. **Client**, in the sole judgment of **Saratech**, violates the T&C's, in which case **Saratech** may either terminate this agreement, or suspend it pending discussions with **Client**. 2. Any bank draft or check delivered by **Client** to **Saratech** in payment for Products is returned unpaid and **Client** fails to remedy such nonpayment within five business days; 3. **Client** becomes more than sixty (60) business days in arrears in payment of its account with **Saratech**; 4. There are instituted bankruptcy or insolvency proceedings against **Client**, which are not vacated within sixty (60) business days from the date of filing; 5. **Client** institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; 6. **Client** makes an assignment of all or part of its assets for the benefit of creditors; 7. **Client** assigns or attempts to assign all or any part of this Agreement without the prior written approval of **Saratech**; or 8. **Client** fails to inform **Saratech** in writing immediately on the happening of any event specified in this section; 2. By **Client**, (a) immediately upon giving written notice to **Saratech**, if 1. There are instituted bankruptcy or insolvency proceedings against **Saratech**, which are not vacated within sixty (60)

business days from the date of filing; 2. **Saratech** institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; 3. **Saratech** makes an assignment of all or part of its assets for the benefit of creditors; or 4. **Saratech** fails to inform **Client** in writing immediately on the happening of any event specified in this section. The provisions of paragraph survive any termination

of this agreement. Should termination occur for any of the reasons set forth in 11.C.1.(a); or in 11.C.1.(b) (1), (2), or (3), **Client** will assume full responsibility for all costs of enforcing any unpaid obligations to **Saratech**, including reasonable attorney fees.

#### 12. NO INTERFERENCE WITH OPERATION OF SYSTEM

- **Client** agrees to refrain from maliciously or intentionally interfering with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which **Client** is authorized for, and impairing the availability, reliability, or quality of service for other **Clients**. **Client** also agrees to refrain from interfering with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. Lastly, **Client** agrees to follow the Acceptable Use Policy of any network or service to which **Client** is connected.

#### 13. TRANSMITTAL OF MATERIALS

- **Client** agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through any means of transmission including but not limited to electronic mail, Usenet postings, or other Internet media. The use of **Saratech** or any other service with reference to services obtained through **Saratech**, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may lead to the **Client's** services being terminated immediately and without warning and the **Client** will be held fully responsible for any and all damages to **Client**, **Saratech**, or any other party or parties resulting from any such conduct.

#### 14. NONASSIGNABILITY

- **Client's** rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of **Saratech**, which consent shall not be unreasonably refused. **Saratech** rights and obligations under this agreement may be transferred and assigned only if such transfer or assignment does not adversely affect the services provided to **Client** hereunder.

#### 15. PARTIAL INVALIDITY

- Should any provision of this agreement be held invalid by a court of competent jurisdiction, the remaining provisions will remain in effect. **Saratech** and **Client** agree to renegotiate in good faith any term deemed invalid and agree to be bound by any mutually agreed upon substitute provision.

#### 16. APPLICABLE LAW, JURISDICTIONAL MATTERS

- This agreement takes effect when accepted by **Saratech** in California. It shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts of the State of California, in each case, located in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non-conveniens. Service of process, summons, notice or other document by mail to party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

#### 17. NOTICES

- Except with respect to service of process as set forth in paragraph 14, all notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission will be retained and well documented.

#### 18. ENTIRE AGREEMENT; MODIFICATIONS

- This agreement sets forth the entire agreement and consideration between the parties and combines all prior discussion between **Saratech** and **Client**. **Saratech** may amend this agreement upon thirty (30) business days written notice to **Client**, advising of the change and the effective date thereof. Application of any **Saratech** services by **Client** and/or its **Clients** following the effective date of such change shall constitute acceptance by **Client** and/or its **Clients** of such change(s). Otherwise,

this agreement may not be modified except by the written consent of both **Saratech** and **Client**.