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- - - 411CC End User License Agreement - - -

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- 11- You may not reverse engineer, decompile, defeat license encryption mechanisms, or disassemble the Software Product or Software Product License except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- 12- **Your Obligations:** you acknowledge and agree that you shall be responsible for setting up merchant account with Card service International. You acknowledge and agree that you shall be responsible for all goods and services offered at your e-business site, all materials used or displayed at the e-business site, and all acts or omissions that occur at the e-business site. E1Front reserves the right to refuse to host or continue to host the e-business site that offers goods or services or display materials that are illegal, obscene, vulgar, offensive, and dangerous or are otherwise inappropriate as determined by e1Front in its reasonable discretion.

- 13- **Updates & Upgrades:** Each owned license comes with 3 months of free updates and upgrades which will be available to you in the members' area. Any new features or upgrades that are available after the first 3 months of contract date will be charged by e1Front at a reasonable price based on the E1Front Customer Service Agreement accepted by you.

- 14- **Support:** (Support renewal is optional!). Use of any such support services is governed by the e1Front policies and programs described in "online" documentation and/or other e1Front-provided materials. Any supplemental software code or related materials that E1Front provides to you as part of the support services is to be considered part of the Software Product and is



subject to the terms and conditions of this EULA. With respect to any technical information you provide to E1Front as part of the support services, E1Front may use such information for its business purposes without restriction, including for product support and development. E1Front will not use such technical information in a form that personally identifies you. Any other technical support after the first 3 months of contract date will be charged by hourly rate based on the E1Front Customer Service Agreement accepted by you. This free support for these twelve months doesn't include any fixes when code is tampered, altered, damaged or changed by you.

15- NO SPAM POLICY: To reach its goal of providing the best business class software services to our users, 411CC offers users a full range of commercial email promotional tools included within the software. Abuse of these tools is considered a violation of our Terms of Service/AUP ("Contract Agreement" You have executed before the service was started.) One of the most serious abuses is using your account to send unsolicited commercial e-mail, otherwise known as "spam.

16- E1Front may terminate this EULA if you fail to comply with any term or condition of this EULA. In such event, Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.

17- Privacy Policy: Privacy for our customers is extremely important to e1Front. We strongly believe in individual's rights to privacy and that personal information is not a commodity and should not be treated as one. At all times we will never share your personal information with any third parties without your permission.

Your email addresses are not for sale or trade and are strictly guarded. Our Acceptable Usage Policy prohibits our customers from sending unsolicited bulk commercial email (aka "spam") using our services. If it is brought to our attention that one of our customers is violating this policy, we take steps to stop them and ensure it doesn't happen again. We also do everything within our power to keep non-customers from using our email servers for spam.

All client information such as email, phone numbers, addresses, etc is used only for internal purposes. This contact information is used to get in touch with you when necessary and for announcements and our monthly newsletter. Financial information that is collected is used to bill you for products and services.

E1FRONT recognizes that you are the sole owner of all your Website data (i.e., data/database about your customers, products, buying habits, revenue reports, etc.) and that your data will remain completely confidential for your use only. E1FRONT agrees that all your data may not be viewed, shared, duplicated, used, etc. by anyone other you except when fixes and/or upgrades



are done to the software by e1Front employees. All information will be stored as securely as possible, consistent with nationally recognized security standards, while maintaining our ability to quickly and effectively access this information to serve your needs. E1Front has security measures in place to protect the loss, misuse and alteration of the information under our control. Certain information may be reported to United States and other regulatory agencies, as may be required by law, and accrediting bodies. This information cannot be used to personally identify or contact a specific individual. E1Front may be compelled to surrender personal user or customer information to United States or other legal authorities without express user consent if presented with a court subpoena or similar legal order. All your data will be held strictly confidential for you only. Any violation of this confidentiality agreement will result in the immediate termination on this contract by you. In the event of a violation of the terms and conditions of use of this contract or a violation of any restrictions on use of materials provided in or through this contract, we may disclose personal user information to our affected business partners or legal authorities.

18- Server Acceptable Usage Policy - - -

e1Front is dedicated to providing an all-round top quality service. The terms and conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any term or condition will be grounds for immediate account deactivation without notice. e1Front will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension. e1Front 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 is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. The subscriber to e1Front service agrees to indemnify and hold harmless e1Front from any claims resulting from the use of the service that damages the subscriber or any other party.
- e1Front will be the sole arbiter as to what constitutes a violation of this provision.



- **Adult Content:** Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.
- **Security:** Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. 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.
- **Server Resource:** Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. e1Front shall be the sole arbiter of what is considered to be a high server usage level.
- **Chat Rooms:** e1Front does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option.
- **Background Running Programs and Cron Jobs:** e1Front does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation.
- **IRC:** e1Front does not allow IRC or IRC bots to be operated on our servers.
- **Backups:** e1Front performs daily backups on all servers to ensure critical files are never lost. However e1Front is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups.
- **Client Responsibility:** The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free for All links pages). Use of e1Front's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the client. The following examples are offered: **Web Publishing:** requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. **FrontPage web publishing:** knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability.



- CGI-Scripts:** requires knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. **Mail:** a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of e1Front to provide this knowledge or support outside matter specific to e1Front servers.
- **UCE (Unsolicited Commerce Email) - SPAM:** Spamming, or the sending of mass unsolicited email, from or through an e1Front server or using an email address that is maintained on a e1Front machine is **STRICTLY** prohibited. e1Front will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through a e1Front server as a maildrop for responses, you are in violation. Violators will be assessed a minimum of \$1000.00 fine and will face an immediate suspension.
 - **Server abuse:** Any attempts to undermine or cause harm to a e1Front server or customer of e1Front is strictly prohibited. Any sub-networks of e1Front and dedicated servers must adhere to the above policies. The failures to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.
 - **Multimedia Files:** Multimedia files are defined as any graphics, audio, and video files. e1Front.com Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.
 - **Actions Taken by e1Front:** The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. e1Front will be the sole arbiter as to what constitutes a violation of the AUP. e1Front reserves the right to remove any account without prior notice.
 - **When e1Front becomes aware of an alleged violation of its AUP,** e1Front will initiate an investigation. During the investigation, e1Front may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, e1Front may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, e1Front will notify the appropriate law enforcement authorities of such violation.
 - **e1Front does not issue credits for outages incurred through service disablement resulting from AUP violations. E1Front will notify you of any PLANNED server downtime for maintenance 24 hours ahead. E1Front can't and will not notify you of any emergency downtime for server upgrades, fixes and/or maintenance. E1Front will also include a**



module to display a page at your web store FrontPage to notify your clients of any downtime outages. This module will become available to at no extra charge at future time.

- e1Front customers agree to indemnify and hold harmless e1Front from any claims resulting from the use of our services that damages them or any other party. The e1Front service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. e1Front expressly disclaims any representation or warranty that the e1Front service will be error-free, secure or uninterrupted. No oral advice or written information given by e1Front, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. e1Front and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.
- **Modification:** e1Front reserves the right to add, delete, or modify any provision of this Policy at any time without notice.
- **Refusal of Service:** We reserve the right to refuse, cancel, or suspend service at our sole discretion.
- **NO SPAM POLICY:** One of the most serious abuses is using your account to send unsolicited commercial e-mail, otherwise known as "spam. Examples of spam:
 - **Commercial e-mail:** Defined as sending unsolicited commercial e-mails. This is prohibited. You are not permitted to use your e1Front account or e-mail alias/account of your Virtual Server to send unsolicited commercial e-mail. Using an e-mail address hosted anywhere on e1Front servers to collect responses from unsolicited commercial e-mail is prohibited. This includes using a throw-away, free e-mail account to promote your e1Front account and redirectors for the same account.
 - **CMail Bombing:** Defined as sending large volumes of unsolicited e-mail to individuals from your e1Front account. This is strictly prohibited.
 - **Harassment:** Defined as sending threatening or harassing e-mail after being requested to stop, is prohibited. Extremely threatening or harassing e-mail never is allowed.

19-Server Misusage Fine/Penalties:

Should you violate e1Front's SPAM Policies, you WILL be charged \$500 per hour for the time it takes us to "clean-up" your SPAM. This shall include but not be limited to the time required to answer e-mail from angry recipients of your SPAM and/or repair of a damaged server due to the "Mail Bombing" or other actions of the angry recipients in retaliation of your SPAM. You will also be charged \$100 per gigabyte of data transfer that your SPAM incurred, including bandwidth used by



answers to or complaints about your SPAM. We will invoice this amount and should it not be paid, we will take legal action against you in court, and/or we will contact a collection agency to recover the funds. Please note also that it is now considered a crime to send UCE (unsolicited commercial e-mail) as it falls into the category of "junk faxes." e1Front will turn over all names and personal information to the proper local, state, federal, and international officials of any person who violates this policy.

- We take a very dim view of SPAM. It is one of the most annoying things encountered on the Internet. Any e1Front client found to be spamming will have his/her account terminated immediately - no questions asked (we will investigate the report thoroughly before terminating any account). There is no warning or second chance. If we find that you have violated our Acceptable Usage Policy, we will report you and the incident to the proper local, state and federal authorities and will prosecute you to the full extent of the law.

We are not attempting to censor, nor are we attempting to curtail the business of our customers. But as a whole, spamming hurts our members and us more than it helps the one spammer. Do yourself, and us, a favor: **PLEASE DON'T DO IT.**

- If you know of any e1Front client that is or might be violating this policy, please send a message or, if possible, forward the SPAM or UCE in full (including headers) to abuse@e1Front.com.

20- Services Included with your software license:

- **Training:** When the project has been completed and delivered to and accepted by you, e1Front will provide you with 3 hours training on the use of the back end software.
- **Hosting:** e1Front will be in charge of the maintenance of the server that hosts your web site. E1Front will provide a backup system for the server in case that the server used by you web site is down. e1Front will keep the web site available to the Internet with a 99.99% uptime excluding scheduled maintenance.
- **Web Design:** e1Front will design one unique non repeated basic e-commerce site for you. E1Front will provide access to backend administration software.
- **Upgrade:** Each owned license comes with 3 months of free updates and upgrades which will be available to you in the members' area. Any new features or upgrades that are available after the first 3 months of contract date will be charged by e1Front at a reasonable price based on the E1Front Customer Service Agreement accepted by



you. Customized jobs will remain at low hourly rate of \$40 for the first year of contract.

- **Support:** we will provide you with 3 months of FREE support. Lifetime free support is included for all bug fixes. Lifetime free support for our hosting packages as long as you host with us on our servers. Our free support is immediately cancelled without a warning if code altered, modified, tampered or damaged. Free support will be terminated if you fail to comply with any term or condition of this EULA. In such event, Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.

21- Pricing: Make checks payable to e1Front

- If monthly/yearly or periodic fee is not paid 2 weeks before the due date of each year, the website will be shut down without notice,
- Your hosting plan is a yearly contract. It will include:
- 100 Free mail Boxes with 10 MB space (each extra MB will be for \$3 monthly fee)
- Free Unlimited Email Forward
- Free Unlimited Email auto responders
- 1 Domain (each extra domain will be for \$15 one time setup fee and \$50 monthly fee)
- 1 MySQL databases, the disk space will be taken from over all disk space of total 300 MB (Each extra database will be for \$15 one time setup fee and \$15 monthly fee) (Each extra MB will be charged \$2 extra per month)
- for shared plans, each extra GB of bandwidth will be charged for \$5 per month. And each extra MB of space will be charged for \$2 per month.
- For semi-dedicated and dedicated, each extra GB of bandwidth will be charged for \$10 per month. And each extra MB of space will be charged for \$4 per month.

22- YOU ACCEPT THE SOFTWARE PRODUCT AND SOFTWARE PRODUCT LICENSE "AS IS," AND E1FRONT (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) MAKE NO WARRANTY AS TO ITS USE, PERFORMANCE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, E1FRONT (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

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25- This EULA is governed by the laws of New Jersey, U.S.A., excluding the application of its conflict of law rules. The United Nations Convention for the International Sale of Goods shall not apply. This EULA is the entire agreement between us and supersedes any other communications or advertising with respect to the Software Product; this EULA may be modified only by written agreement signed by authorized representatives of you and E1Front.

26- If you have any questions about this EULA, or if you want to contact E1Front for any reason, please direct all correspondence to:

**e1Front
P.O.Box 6349
Jersey City, NJ 07306
or email to**

info@e1front.com , info@411cc.com



- 27- Term:** This Agreement shall be effective for 12 months commencing on the date that both parties sign the Agreement. The term shall automatically renew for successive annual periods at renewal rates applicable at the time, unless notice of non-renewal is provided. Either party may terminate this Agreement, with or without cause, upon 60 days prior written notice to another. For goodwill, E1Front will keep the increasing rate below 10% if it has to mark up the renewal rates from the second year
- 28- WARRANTIES:** We warrant that the Soft will substantially operate as described in the applicable program documentation for 1 year after you download/copy it to install on your website. If ordered, technical support can be provided based on the then current policies for the applicable services ordered. This Soft is provided "as is" and these warranties do not guarantee that the Soft will perform error-free or uninterrupted, or that we will correct all program errors. These warranties are exclusive and take the place of all other express or implied warranties or conditions including warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose. If we cannot substantially correct a breach of our warranties, in a commercially reasonable manner, you may end your program license and recover the license fees or technical support fees paid to us under this license agreement, as applicable. This is your exclusive remedy.
- 29- LIMITATION OF LIABILITY:** Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Our maximum liability for any damages whether in contract or tort will not exceed the fees which you have paid to us or are payable to us for this order, and if such damages result from your use of the Soft or technical support, the liability shall be limited to the fees paid or payable for the Soft or technical support.
- 30- TERM:** The license is effective until terminated. You may terminate it at any other time by deleting the Soft together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to delete the Soft together with all copies, modifications and merged portions in any form.
- 31- If any provision of this Agreement is declared void or unenforceable by any judicial authority, this shall not nullify the remaining provisions of the Agreement which shall remain in full force and effect. You may not sublicense, assign or transfer the license or the Soft except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.**



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 - 10. Republic of Moldova;
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 - 12. Tajikistan;
 - 13. Turkmenistan;
 - 14. Ukraine;
 - 15. Uzbekistan;
 - 16. Viet Nam;

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