

PAVCOMM

Service Agreement (Terms and Conditions) for our Mobile Solutions Products

By signing up for Pavcomm's **RE Mobilized Listing Solutions Services**, you are acknowledging that you agree with the following General Terms and Conditions. It is anticipated that Pavcomm will enter into arrangements whereby you ("Client") will purchase certain services ("Services") from Pavcomm from time to time by electronically subscribing for various Service Options offered by us. It is the intent of the parties that the General Terms and Conditions below shall apply to all Service Options subscribed for by Client after the date of this Agreement, and that the General Terms and Conditions below shall be construed as a term of any purchase of Services by Client from Pavcomm after the date of this Agreement. We reserve the right to amend these General Terms and Conditions at any time.

1. Client Responsibilities. Client shall be solely responsible for protection of its transmission facilities, premises, equipment, its data entered on the services, and its ID(s), password(s), user names and the like, or any other third party using the Services through Client, from all unauthorized access or use. Client shall use reasonable measures, commensurate with accepted industry standards, for such protection.

Client acknowledges that Services are provided under a "Named Account" model. Named Accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named Account is assigned. The identification of Named Account must be unique to an individual and may not be of a generic nature. A Named Account may be transferred to another subscriber employee. Additional Named Accounts may be purchased by filling out a service agreement for each account needed. Client agrees that Client is responsible for all content, video, audible, or written used with the Services. Client agrees not to use the Services for any message or material that is libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful. Although Pavcomm is not responsible for any such use, we may delete any such content, which we become aware of at any time without notice to Client. Client acknowledges that the Internet, or any wide-area communication network that may be utilized (hereinafter "WAN") is not a secure or an error free network and that transmissions made on the WAN may not be completed or may contain errors or omissions. The WAN, or portions thereof, may also become inaccessible or inoperable, in whole or in part, at any time or from time to time.

2. Taxes. Client shall be responsible for all taxes on Services provided under any Service Option, exclusive of taxes based solely on Pavcomm net income. Client will reimburse Pavcomm for all sales, use, or excise taxes assessed by any taxing authority, whether such taxes are invoiced initially to Client or assessed retroactively based upon audits by any governmental taxing authority.

3. Warranty. Pavcomm warrants that all Services will be performed in accordance with industry standards. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED AND IMPLIED WARRANTIES. WE MAKE NO OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability. If data furnished by the Client and archived by Pavcomm is lost, destroyed, or impaired ("Loss") through the negligence of use, then Pavcomm's liability and Client's remedy shall be that we will either (i) to the extent reasonably possible, restore archived data from our archives if an archive was requested and Pavcomm is notified in writing of the Loss within sixty (60) days of the Loss, or (ii) if Pavcomm is notified of the Loss beyond said sixty (60) day period, provide to Client a credit for charges paid in the same month the problem occurred in connection with the archive of the lost data. This shall be Pavcomm total liability to Client. Under no circumstances shall we be responsible for re-transmission of messages. IN NO EVENT WILL PAVCOMM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, LOSS OF PROFITS OR GOODWILL, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM OR IN CONNECTION WITH ANY SERVICES PROVIDED TO CLIENT. This limitation of liability includes, but is not limited to, any damages caused by: (1) the integrity of the data supplied by Client in Client's Transmission requests; (2) data sharing performed by third-party data sharing companies; or (3) fees, fines, or penalties assessed against Client by any of Client's trading partners for any reason, whether or not the fault of Pavcomm.

5. Payment/Termination.

I understand that this service is pre-paid, 3 months in advance (with any set-up fee accrued) and payment is on a credit card that will be kept on file, (in US dollars ONLY) and is due upon each 3 months prior to the upcoming 3 months billing cycle which will fall on the anniversary date of purchase. If I default in meeting these conditions, I understand that Pavcomm can place my account on a credit hold status, which means my company cannot use any more Pavcomm services until payments are made to restore my account.

I agree that the Credit Card on file will be charged the fee of the product chosen (**on sign-up date**).

My credit card on file will continue to be charged per RE Mobilized Listing every 3 months for renewal until I cancel the specific Mobilized Listing. Refunds are not issued once the renewal pre-paid charge has been made each billing cycle

Cancellations must be emailed to cancellations@pavcomm.com and the subject line of the email should read, "**Cancel my RE Mobilized Listing account for _____ listing**". (You must include the listing so we know which to cancel.)

Initial: _____