

Web Hosting Service Agreement

This Web Hosting Services Agreement ("Agreement") is a valid legal agreement between BizTech Consulting Group, LLC. ("BizTech") and you, the individual or single entity ordering BizTech's Access PBAIP web hosting services ("Services") either via an Access PBAIP on-line order form or via any of BizTech's other verbal or paper Access PBAIP hosting agreements. This Agreement governs your purchase and use of BizTech's Services ordered by you during the Sign-up Process.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SELECTING BIZTECH AS YOUR INTERNET HOSTING SERVICE PROVIDER. By becoming a BizTech web hosting service client, you agree to be bound by the terms and conditions of this Agreement ("Terms of Service"). If you do not agree to be bound by these Terms of Service, you should not select BizTech as your service provider. BizTech reserves the right to reject this Agreement for any reason prior to acceptance. Activation of the Services will indicate BizTech's acceptance of this Agreement.

BizTech may amend or otherwise modify this Agreement at any time and from time to time without notice to you. You will be bound by the amended Agreement upon your continued use of the Services after the revised Agreement is posted on this BizTech web-hosting service web-site (www.pbaip.com). You may identify whether BizTech has revised this Agreement by the Effective Date in Section 9.9 below.

1. Services

BizTech offers a number of standard and customized shared and dedicated web hosting plans as published on this BizTech website for the particular brand of Service offered by BizTech. You may also purchase optional add-ons. Subject to these Terms of Service and during the term of this Agreement, BizTech agrees to provide to you the Services you select during the Sign-up Process. BizTech reserves the right to amend its Services offerings and to add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2. Fees and Payment Terms

2.1 BizTech may charge set up fees, recurring service fees, and other one-time fees for optional services and, if requested by you, fees for domain name registration services (collectively "Service Fees"). Unless otherwise specified in any written offer or promotion, the Service Fees published on the BizTech website for the particular brand of Service you ordered are applicable to all transactions between you and BizTech. BizTech may amend the Services and/or the Service Fees associated with any of the Services at any time and from time to time without notice to you.

2.2 All Service Fees are due according to the schedule published on the BizTech website for the particular brand of Services you ordered or, if not published, on the first day of the billing cycle. All Service Fees and other monetary payments must be made in U.S. Dollars. Your fees for payment for BizTech services are due before you activate BizTech Services. You further authorize responsibility for the renewal of your annual services prior to the commencement of any renewal period for such Services as described in Section 3 of this Agreement and for the amount of all other fees and charges (at BizTech's then-current rates) as they become payable pursuant to this Agreement. Services Fees and all other fees and charges that become due during any renewal period will be billed according to your service activation date.

2.3 If BizTech does not receive payment from you upon demand. BizTech may charge you for a late payment fee equal to one and one-half percent (1.5%) on any overdue balance, or the maximum amount allowed by law if less, for each month or fraction of a month the overdue amount remains unpaid. BizTech may also charge you for an administrative fee for any returned checks. You agree to pay BizTech's collection costs, including reasonable attorneys' fees, if

BizTech is required to take action to collect any amounts that you fail to pay when due pursuant to this Agreement.

2.4 BizTech may, in its sole and exclusive discretion, immediately suspend or terminate your Services without notice to you if you fail to provide valid Payment Processor information or authorization or fail to pay for any Services when due. BizTech may charge a Fifty Dollar (\$50.00) fee to reinstate any Service that has been suspended or terminated.

2.5 Annual service fees are non-refundable for all Internet related services purchase through BizTech. BizTech may automatically pay registration renewal fees well as other annual non-refundable renewal fees (both fees also "Service Fees") up to fifteen (15) days in advance of the renewal date on your behalf provided your account is active and current. These Service Fees will become due and payable if you decide not to renew your services after such payments have been made. You agree that you are responsible for reimbursing BizTech for all Service Fees advanced on your behalf.

2.6 BizTech may, in its sole and exclusive discretion, charge you a fee (up to 100% of the contract price) for delaying the completion of your project, if BizTech had to wait (more than 30 days in total) for you to deliver content, graphics, a logo or any other project related information, needed to complete your project within its timely manner.

2.7 BizTech may, in its sole and exclusive discretion, charge you a fee (up to 100% of the filing and service cost to collect any late fees or account ballances not paid in full upon request from its billing department).

2.8 BizTech may, in its sole and exclusive discretion, notify the prevailing credit reporting agencies of delinquent account ballances, over 30 days past due (providing other arrangements have not been mutually agreed upon in writing).

3. Term and Termination

3.1 BizTech agreement terms are annual, if no other term is stated. The Agreement will automatically renew for successive terms, each equal in length to that of the initial term. Either party may terminate this Agreement effective at the end of the then current term, upon at least thirty (30) days notice prior to the end of the then current term and such termination will be effective upon expiration on the last day of the then current term. The termination of this Agreement will constitute the termination of all of your Services.

3.2 If you breach any term of this Agreement including, but not limited to, Section 2 (Fees and Payment Terms) and Section 5 (Restrictions on Use), BizTech may, in its sole and exclusive discretion, suspend or terminate your Services immediately and without notice to you. Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

3.3 IF THIS AGREEMENT IS TERMINATED FOR ANY REASON PRIOR TO THE EXPIRATION OF THE INITIAL TERM, BIZTECH WILL NOT PROVIDE ANY REFUND OR CREDIT TO YOU FOR ANY SERVICE FEES THAT YOU PAID IN ADVANCE AND BIZTECH WILL HAVE THE RIGHT TO CHARGE YOU FOR AN ACCOUNT ADMINISTRATION FEE OF TWENTY DOLLARS (\$20.00) WHICH FEE WILL NOT BE OFFSET BY ANY PRE-PAID AMOUNTS. You authorize BizTech, in its sole and exclusive discretion, to forward an invoice to you immediately upon the termination of this Agreement for the amount of any Service Fees that are then outstanding.

4. Warranty Disclaimers and Limitations of Liability

YOU AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 4 ARE REASONABLE AND ARE FUNDAMENTAL ELEMENTS OF THE AGREEMENT BETWEEN YOU AND BIZTECH. YOU ACKNOWLEDGE THAT BIZTECH WOULD NOT BE ABLE TO PROVIDE THE SERVICES ON AN ECONOMIC BASIS WITHOUT SUCH DISCLAIMERS AND LIMITATIONS.

4.1 BIZTECH PROVIDES THE SERVICES AND THE LICENSED MATERIAL (AS DEFINED IN SECTION 7.2 BELOW) TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. BIZTECH MAKES NO EXPRESS WARRANTIES OF ANY KIND AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT REGARDING ANY SERVICES OR ANY EQUIPMENT THAT BIZTECH MAY PROVIDE TO YOU OR REGARDING THE LICENSED MATERIAL. BIZTECH DOES NOT WARRANT THAT THE SERVICES, THE LICENSED MATERIAL OR THE USE OF EITHER WILL BE WITHOUT INTERRUPTION, ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. BIZTECH MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE LICENSED MATERIAL OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES, THE LICENSED MATERIAL OR THE INTERNET. BIZTECH IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICES PROVIDED BY BIZTECH. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY BIZTECH, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY, EXPRESS OR IMPLIED, NOR MAY YOU RELY ON ANY SUCH ADVICE OR INFORMATION. SOME STATES (UNITED STATES ONLY) DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. CONSEQUENTLY, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THAT LIMITED EXTENT. YOU AGREE THAT, IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, THE LICENSED MATERIAL OR ANY EQUIPMENT THAT BIZTECH MAY PROVIDE TO YOU, ALL SUCH WARRANTIES WILL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE THE SERVICE COMMENCED OR THE LICENSED MATERIAL IS INSTALLED.

4.2 YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BIZTECH AND ITS SUBSIDIARIES AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, RELATED TO OR ARISING FROM: (I) YOUR AND YOUR END USERS' USE OF THE SERVICES AND/OR THE LICENSED MATERIAL; (II) ANY VIOLATION OF THE AUP; (III) ANY BREACH BY YOU ANY PROVISION OF THIS AGREEMENT; AND/OR (IV) ANY ACTS OR OMISSIONS BY YOU.

4.3 Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. BizTech has no control over information contained on the Internet and accepts no responsibility for any information that you may receive via the Internet.

4.4 You accept full responsibility to verify the truth and accuracy, legality and ownership of, the domain name "Who Is" information and the information that you disseminate or display in connection with your use of the Services or obtain from the Internet.

4.5 You agree that if BizTech takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that BizTech shall have no liability to you or your end users due to any corrective action taken by BizTech.

4.6 BizTech strongly encourages you to back-up your data regularly. You agree that BizTech has no obligation to back-up any data related to your website unless BizTech expressly agrees otherwise in writing and you have currently paid for such back-up Services. You agree that you will regularly back-up your data whether or not BizTech has any obligation to do so. You further agree that your failure to back-up your data regularly will mitigate against any claim for damages you may bring against BizTech relating to any loss of your data.

4.7 YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, HOLD BIZTECH OR ITS LICENSORS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU, ANY OF YOUR END USERS OR ANY OTHER THIRD PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF AFFINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS BIZTECH'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

4.8 YOU AGREE THAT YOU WILL NOT HOLD BIZTECH OR ITS LICENSORS LIABLE UNDER ANY CIRCUMSTANCE FOR ANY DAMAGES THAT YOU SUFFER THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SERVICES OR LICENSED MATERIAL, (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, LOSS OR CORRUPTION OF DATA AND/OR BACK-UP DATA, FAILURE TO PERFORM DATA BACK-UP FUNCTIONS (OTHER THAN THOSE EXPRESSLY AGREED TO BY BIZTECH AND CURRENTLY PAID FOR BY YOU), ERRORS, VIRUSES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERIES, MISDELIVERIES OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT CAUSED BY BIZTECH'S NEGLIGENCE, ACTS OF GOD, ANY FAILURE OF BIZTECH'S NETWORK OR SYSTEMS, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO BIZTECH'S RECORDS, PROGRAMS, EQUIPMENT OR SERVICES; (III) YOUR ACTS OR OMISSIONS; OR (IV) THE ACTS OR OMISSIONS OF THIRD PARTIES.

4.9 YOU AGREE THAT BIZTECH'S MAXIMUM LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, COSTS AND CAUSES OF ACTIONS FROM ANY AND ALL CLAIMS (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL BE LIMITED TO THE LESSER OF THE TOTAL AMOUNT OF SERVICE FEES ACTUALLY PAID BY YOU TO BIZTECH FOR THE THREE DAY PERIOD (PROPAGATION PERIOD) IMMEDIATELY PRECEDING THE DATE ON WHICH THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE, THAT ARE PROVEN TO BE DIRECT DAMAGES.

4.10 The terms of this Section 4 shall survive any termination of this Agreement.

5. Restrictions on Use

5.1 Your use of the Services is subject to what BizTech deems to be acceptable use.

5.2 BizTech does not intend to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Services (the "Your Content"). Your Content includes content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. BizTech, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of Your Content and suspension and/or termination of your Services, in the event of notice of any possible violation of BizTech's acceptable use by you or your end users. You agree that BizTech will have no liability to you or any of your end users due to any corrective action that BizTech may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

5.3 You warrant that Your Content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.

5.4 Your use of networks or computing resources provided to BizTech by third party providers and made available to you as part of the Services is subject to the respective permission and usage policies of such third parties.

5.5 You expressly (i) grant to BizTech a license to cache the entirety of Your Content and your web site, including content supplied by third parties, hosted by BizTech under this Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

5.6 If BizTech assigns to you an Internet Protocol address for your use, you may use that Internet Protocol address only as expressly permitted by BizTech in connection with your use of the Services during the term of this Agreement. BizTech will maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to you by BizTech. BizTech reserves the right, in its sole and exclusive discretion, to change or remove any and all such Internet Protocol numbers and addresses.

5.7 You agree that you will not use excessive amounts of CPU processing on any of BizTech's servers. BizTech, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and suspension and/or termination of Services, in the event you violate this policy. You agree that BizTech will have no liability to you or any of your end users due to any corrective action that BizTech may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

5.8 You agree that you will not use bandwidth and disk usage amounts that exceed the limits applicable to your Services as published on the BizTech website for the particular brand of Services you ordered ("Agreed Usage"). BizTech will monitor your bandwidth and disk usage. BizTech, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and suspension and/or termination of Services, in the event you exceed the Agreed Usage. You agree that BizTech will have no liability to you or any of your end users due to any corrective action that BizTech may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

5.9 You agree that BizTech, is the sole and exclusive administrator for all domain names being serviced, will always have accurate user name and password information for said domain name and may immediately take corrective action, including, but not limited to, assessment of additional fees and suspension and/or termination of Services, in the event you make any administration changes to said domain name. You agree that BizTech will have no liability to you or any of your end users due to any corrective action that BizTech may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6. Trademarks and Proprietary Rights

6.1 BizTech, Access PBAIP and other pending and/or registered trademarks and service marks, and other graphics, logos, and service names used by BizTech in connection with the Services or other products or services offered by BizTech and its subsidiaries and affiliates, to identify the products or Services of BizTech or its subsidiaries and affiliates (collectively the " BizTech Trademarks") are the trademarks of BizTech and its subsidiaries and affiliates. You agree not to use the BizTech Trademarks in connection with your products or services, or any third-party's products or services, or in any manner that disparages or discredits BizTech. All other brands and names (including third-party product names) used in connection with the Services or other products or services offered by BizTech and its subsidiaries and affiliates are the property of their respective owners.

6.2 You agree that BizTech holds all proprietary rights to Content created by BizTech, re-written by BizTech or any other intellectual property right contained therein. You acknowledge and agree that BizTech and its licensors own all right, title, and interest in: (a) the Services and any other products or services offered by BizTech and its subsidiaries and affiliates; (b) the technology available to you as part of the Services; (c) and all content, including but not limited to text, software, music, sound, photographs, video, graphics, or other material contained or maintained on the websites maintained by BizTech and its subsidiaries and affiliates (collectively " BizTech Content"), excluding Your Content.

7. License

7.1 This Section 7 (the "License") applies to you only if you use software licensed to you in connection with the Services and is in addition to and not in lieu of all other Terms of Service that govern your Services.

7.2 In connection with the Services, BizTech may make available to you the BizTech Content, certain technology and software owned by BizTech or third parties (which may include corresponding documentation, associated software components, media, printed materials, and "online" and electronic documentation and all updates and upgrades thereto) (the "Licensed Material"). You agree that the Licensed Material is the exclusive property of BizTech and its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

7.3 BizTech grants to you the non-exclusive right to install the Licensed Material on a single computer; or install and store the Licensed Material on a single storage device, such as a network server, used only to install the Licensed Material on your other computers over an internal network, provided you have a license for each separate computer on which the Licensed Material is installed and run. The Licensed Material is licensed, not sold. The license for the Licensed Material may not be shared, installed or used concurrently on different computers. In the event the Licensed Material is distributed along with other BizTech Licensed Materials as part of a suite of products (collectively, the "Suite"), the license of the Suite is licensed as a single product and none of the products in the Suite, including the Licensed Material, may be separated for installation or use on more than one computer.

7.4 You may not remove or alter any copyright notices on any copies of the Licensed Material. You may not make or distribute copies of the Licensed Material to third parties or electronically transfer the Licensed Material from one computer to another or over a network. You may not alter, merge, modify, adapt or translate the Licensed Material, or reverse engineer, decompile, or disassemble the Licensed Material, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not modify the Licensed Material or create derivative works based upon the Licensed Material. You may not sell, rent, lease, lend, assign, transfer or sublicense the Licensed Material. You must comply with all applicable laws regarding use of the Licensed Material.

BizTech may provide you with support services related to the Licensed Material ("Support Services"). Use of Support Services is governed by the Terms of Service. Any supplemental software code BizTech provides to you as part of the Support Services will be considered part of the Licensed Material and subject to the terms and conditions of this License. With respect to technical information you provide to BizTech as part of the Support Services, BizTech may use such information in compliance with its Privacy Policy.

7.5 Without prejudice to any other rights, BizTech may, in its sole and exclusive discretion, terminate this License if you fail to comply with the terms and conditions of this License. In such event, you must destroy all copies of the Licensed Material. All other rights of both parties and all other provisions of this License will survive any termination.

7.6 The foregoing license gives you limited license to use the Licensed Material. BizTech and its licensors retain all right, title and interest, including, but not limited to, copyright and intellectual property rights, in and to the Licensed Material and any copies thereof. All title and intellectual property rights in and to the content that may be accessed through use of the Licensed Material are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License grants you no rights to use such content. BizTech and its licensors reserve all rights not expressly granted.

7.7 The Licensed Material is provided with "RESTRICTED RIGHTS" applicable to private and public licensees alike. Without limiting the foregoing, use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this License and as provided in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

7.8 You agree that you will not export or re-export the Licensed Material to any country, person, entity or end user prohibited by the United States Export Administration Act and the regulations promulgated thereunder. Restricted countries currently include, but are not necessarily limited to Afghanistan, Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. You represent and warrant that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

7.9 The Licensed Material may contain third party software that require notices and/or additional terms and conditions. All required third party software notices and/or terms and conditions are made a part of and incorporated by reference into this License. By accepting th therein.

8. Notices

It is your responsibility to maintain BizTech as the domain name administrator and to provide accurate complete account and contact information, including a valid e-mail address, to BizTech. It is also your responsibility to inform BizTech promptly of any changes to your account or contact information. BizTech has no responsibility for communications that are misdirected as a result of your failure to provide BizTech with updated contact information or as a result of the suspension or termination of your Services.

BizTech may provide notice to you required by this Agreement via e-mail at the address provided by you. You agree that notice to you at this address is deemed sufficient regardless of your receipt of such email. You must provide all notices to BizTech required in writing to BizTech Consulting Group, LLC, P.O. Box 542271, Lake Worth, Florida 33454-2271 or as changed by BizTech via its on-line amendment of this Agreement.

9. General

9.1 BizTech is committed to protecting your privacy. You may review BizTech's current Privacy Policy at www.pbaip.com

9.2 BizTech will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquakes, hurricanes, tropical storms and depressions, inclement weather, labor disputes and strikes, riots, war and governmental requirements.

9.3 This Agreement shall be interpreted under the laws of the State of Florida without regard to any conflict of laws provisions. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Palm Beach County, Florida or the federal courts in the Southern District of Florida to resolve any disputes arising under this Agreement.

9.4 If any provision(s) of this Agreement is held to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with all other provisions of this Agreement remaining in full force and effect.

9.5 BizTech's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by BizTech in writing.

9.6 This Agreement, together with the start of services, the Privacy Policy and all documents referenced herein and therein, comprise the entire agreement between you and BizTech and supersedes all prior agreements between the parties regarding the subject matter contained herein. This Agreement shall apply to all additional products and services that you purchase from BizTech or its subsidiaries and affiliates, whether or not you complete the acceptance process with respect to additional products and services (all such additional products or services purchased, also "Services"), and this Agreement will govern your purchase and use of all additional Services.

9.7 This Agreement and your rights hereunder may not be assigned or transferred to any third party. BizTech reserves the right to assign this Agreement to any of its subsidiaries or affiliates or to any third party that acquires all or substantially all of its relevant business or assets.

9.8 You represent and warrant that, if you are an individual, you are at least 18 years of age, that you have read this Agreement and that you agree to be bound by the terms and conditions of the Agreement. You acknowledge and agree that BizTech can and will rely on all representations, warranties, covenants and agreements that you make herein.

9.9 Effective date: this policy was last updated on November 15, 2004