

LIVESTOR SERVICE AGREEMENT

DESCRIPTION OF SERVICES

Subject to ACS Technologies' acceptance of Your registration and Your compliance with the terms and conditions of this Agreement, ACS Technologies will provide you with the following service (the "Basic Service") : (a) ACS Technologies will establish one (1) online backup account in Your name on the ACS Technologies servers (the "Account"); and (b) ACS Technologies will allow You to store and retrieve data from Your Account; and (c) If additional users are created by any Administrative Rights holder(s), the Administrative Rights holder(s) is responsible for all the actions arising from the additional users, and will make sure that all the terms and conditions described here are adhered to by the additional users; and (d) In Your use of the Service, you are responsible for providing the following: (i) all equipment, such as a computer and modem, necessary to access the World Wide Web; (ii) Your own access to the World Wide Web; and (iii) payment of all telephone or other fees associated with such access. Please note Livestor provides an extensive range of services. It is possible that one or more of these services may not be available at certain times. Please see the home page to get current status on the services.

CONDITIONS OF USE

You are solely responsible for the content of all data You store or retrieve from, or attempt to store or retrieve from, Your Account and for all transmissions by You from and to Your Account. Your use of the Service is subject to all applicable local, state, national and international laws and regulations. You will: (a) not use the Service for any illegal purposes; (b) not use the Service to store, retrieve, transmit or view any file, data, image or program that contains: (i) any illegal pictures, materials or information; (ii) any harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature; (iii) any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; (iv) any code or material that violates the intellectual property rights of others; (v) any Windows temporary files of any kind (including, without limitation, any *.p or ~*. * files); or (vi) any viruses, worms, "Trojan horses" or any other similar contaminating or destructive features; (c) comply with United States and other applicable law regarding the exportation and re-exportation of any data or other materials from the United States or other jurisdictions through the Service; (d) not use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which You access and use the Service; (e) comply with all regulations, policies and procedures of networks through which You access and use the Service; and (f) not access or attempt to access any Service account for which You have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account; and (g) not use sharing features in a way that amounts to 'publishing' and restrict the use of sharing features to share data between friends, colleagues and business partners, in a very limited sense. Livestor may use automated procedures to detect unacceptable level of usage and may immediately disable offending accounts, and the process of detection may vary from time to time, based on misuse detected. Livestor is NOT a service for storing and disseminating large amounts of data to large number of recipients. It is an Online Storage and Backup service. ACS Technologies is not responsible for any business interruptions that may be caused due to this process.

RESPONSIBILITIES OF USE

You are responsible for setting up LiveStor to transfer Your data to Your Account and ensuring that the transfer is functioning properly. Setting up LiveStor includes, but is not limited to (a) installing the LiveStor programs on a computer that can properly access all of the data that You select to backup, (b) selecting the correct location of the data that you want to backup, and (c) selecting the correct schedule for the backups. Ensuring that the transfer is functioning properly includes, but is not limited to (a) routinely checking log files and the administrative web page to determine that backups are processing without error and storing all intended data, (b) ensuring that the LiveStor computer is powered up, not in Hibernate or Standby mode, and logged in with the LiveStor user name associated with Your LiveStor Account, and (c) scheduling backups at a time when the files that You want to transfer are not open.

REGISTRATION INFORMATION

You will promptly notify ACS Technologies of any change in the information You provide on Your registration form during Your registration for the Service (including, without limitation, any change in Your mailing address, telephone numbers or email address). The registration information provided by You on Your registration form during Your registration for the Service, together with any and all updates provided by You from time to time under this paragraph, is referred to in this Agreement as the "Registration Information." ACS Technologies' policy regarding the privacy and use of the Registration Information is set forth in ACS Technologies' privacy policy, as the same may be modified and amended by ACS Technologies from time to time (the "Privacy Policy"). When You accept this Agreement, You acknowledge that You agree to the terms of the Privacy Policy.

You authorize a recurring monthly or annual charge to your credit card in exchange for use of the Livestor service as indicated by published standard plans or a customized estimate provided for your specific use. You also agree that the enrollment for the next service period is automatic.

USE OF IP ADDRESSES

An IP address is a number that's automatically assigned to your computer whenever you're surfing the Web. Livestor may collect IP addresses for the purposes of system administration, to audit the use of our site. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our house rules or terms of service or to protect our service, site, customers, or others. Some services and Emails sent from Livestor, such as registration related, may display IP addresses along with the message.

ACCOUNT AND PASSWORD

After You accept this Agreement and Your registration has been accepted by ACS Technologies, You will receive Your user name and password by email, confirming that your Account has been established and activated. You are solely responsible for any consequences arising out of Your failure to maintain the confidentiality of Your Password. You will notify ACS Technologies of any unauthorized use or other breach in security of Your Account immediately after You learn of the same.

SECURITY OF STORED DATA AND FILES

ACS Technologies will endeavor to restrict access to the data and files You store or retrieve from Your Account to persons accessing such data and files through use of Your Account or Password. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Accordingly, You hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute the data and files You store in Your Account.

CONTENT OF STORED DATA AND FILES

You are solely responsible for (a) obtaining sufficient rights to the content of all data and files stored by You on ACS Technologies' servers and (b) ensuring that such content does not include any of the items listed in paragraph 2(b) above. ACS Technologies normally does not review, inspect, edit or monitor any content, data or files stored by You or any other user of the Service, including, without limitation, for viruses, worms, "Trojan horses" or any other similar contaminating or destructive features. However, if ACS Technologies has suspicion that an account is being used for storage and distribution of any illegal material such as copy-righted content, ACS Technologies reserves the right to examine the content of the online storage and backup account. ACS Technologies reserves the right to refuse, remove or disable access to any data or files stored on ACS Technologies' servers with immediate effect that ACS Technologies learns may be illegal, may violate the terms of other sections of this agreement above, may violate the rights of any third party or otherwise may be reasonably objectionable.

BACKUPS OF YOUR DATA

Livestor maintains daily backups of data to recover from any software/hardware failures. Multiple snapshots of your data at different times are maintained online.

DISCLAIMER OF WARRANTIES

The transmission, storage, viewing and retrieval of data and files through the World Wide Web is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable. ACCORDINGLY, YOUR USE OF YOUR ACCOUNT AND THE SERVICE IS AT YOUR SOLE RISK. YOUR ACCOUNT AND THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACS TECHNOLOGIES, ON BEHALF OF ITSELF AND ITS DISTRIBUTORS, ADVERTISERS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO YOUR ACCOUNT AND THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). PLEASE NOTE THAT YOUR ACCOUNT AND THE SERVICE MAY NOT MEET YOUR NEEDS. ACS TECHNOLOGIES MAKES NO REPRESENTATION OR WARRANTY: (A) THAT YOUR ACCOUNT OR THE SERVICE WILL MEET YOUR NEEDS; (B) THAT ACCESS TO YOUR ACCOUNT OR THE SERVICE WILL BE TIMELY, ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE; (C) THAT THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THAT THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY MATERIAL OR DATA YOU STORE/RETRIVE THROUGH THE USE OF THE

SERVICE IS DONE AT YOUR CHOICE AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RETRIEVAL OF SUCH MATERIAL OR DATA.

LIMITS OF LIABILITY

IN NO EVENT SHALL ACS TECHNOLOGIES OR ITS ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN.

INDEMNIFICATION

You will defend, indemnify and hold ACS Technologies, its parents, subsidiaries, affiliates, agents, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (a) Your use of Your Account and the Service, (b) any data files and content stored by You in Your Account and otherwise on the ACS Technologies servers and (c) any violation of this Agreement by You.

TERMINATION

Either you or ACS Technologies may terminate this Agreement with or without cause at any time by giving notice of such termination to the other in the manner described in other sections of this agreement. Further, if ACS Technologies believes that You have violated Your obligations under this Agreement, ACS Technologies may, at its option and in addition to its other remedies, immediately and without notice, suspend Your Account, remove and destroy data and files stored by You on ACS Technologies' servers and/or terminate this Agreement. ACS Technologies will not be liable to You or any third party for any suspension or termination of Your Account or the Service. Should You object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the Service in any way, Your only recourse is to immediately: (a) discontinue use of the Service; (b) terminate this Agreement; and (c) notify ACS Technologies of such termination. Upon any termination of this Agreement, You will cease use of the Service and, within five (5) days after the effective date of such termination, remove all of Your stored data files from the ACS Technologies servers. ACS Technologies may destroy any of Your stored data files that are not removed from ACS Technologies' servers within such five (5)-day period. Other sections of this agreement (and any other provision that can be reasonably construed to survive termination) will survive termination of this Agreement.

NOTICES

Any notice under this Agreement given by ACS Technologies to You will be deemed to be properly given if sent by email to Your email address as set forth in the Registration Information, or by a startup screen that starts before Your next use of the Service or by written communication mailed by first class U.S. mail to Your address on record in the Registration Information or by a display about the changed information in the agreement on the index page if the change is generic. It is important that you maintain a correct working email address and update it if necessary to be able to receive ACS Technologies' communication. Any notice under this Agreement given by You to ACS Technologies will be deemed to be properly given if received by email sent to ACS Technologies' Customer Service at support@Livestor.com.

SEVERABILITY

This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable under applicable law to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

MODIFICATION

The terms and conditions of this Agreement may be changed by ACS Technologies from time to time. Upon any such change, ACS Technologies will notify You of such change in accordance with other sections of this agreement above and post an updated version of this Agreement on the ACS Technologies' Livestor website located at <http://www.Livestor.com>. Your use of any Services after such notification will constitute Your acceptance of such changed terms and conditions.

MISCELLANEOUS

Your right to use the Service is personal to You, and You will not assign any of Your rights, obligations or interest in this Agreement or Your Account. Without limiting the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. ACS Technologies' failure to insist upon or enforce strict performance of any provision or right of this Agreement will not be construed as a waiver of any provision or right. This Agreement will be governed by the laws of the State of South Carolina, without regard to its conflict of laws rules. The provisions of the U.N. Convention on Contracts for the International Sale of Goods and any successor treaties will not apply. You consent to the venue and exclusive jurisdiction of the state and federal courts located in Florence County, South Carolina, U.S.A., with regard to any claim arising under or otherwise occurring by reason of this Agreement or Your use of the Service or Your Account. You will commence any claim or cause of action arising under or otherwise occurring by reason of this Agreement within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings and agreements.