



Terms and Conditions

These Terms and Conditions (this "Agreement") is between CTHorizons, LLC d/b/a Cazbah™ ("CAZBAH") and you. This Agreement sets forth the terms and conditions between you and the Cazbah™ Total Internet Marketing Solution.

1. OPEN SOURCE SOFTWARE

CAZBAH may use open source software and components to supply websites and services to you. Cazbah will not charge additional licensing fees on open source software. All software and components not developed by CAZBAH retain the original license and terms associated with them. CAZBAH cannot assign any rights to you and you agree to be bound by the original Author's terms. "Open Source Software" means computer software that is available in source code form for which the source code and certain other rights normally reserved for copyright holders are provided under a software license that permits users to study, change, and improve the software.

2. PRIVACY POLICY

Our "Privacy Policy", located at www.cazbah.net, is a part of this Agreement and its terms and conditions are incorporated herein by reference.

3. USE OF INFORMATION

You understand that all information, data, text, files, software, photographs, graphics, video, messages or other material posted or transmitted by you through your website are your sole responsibility and you are entirely liable for all content that you, or any users of your website, upload, post, or otherwise transmit. CAZBAH does not guarantee the accuracy, integrity or quality of any content and you hereby agree to not use the website to:

- (a) upload, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, slanderous, libelous, invasive of another's privacy, hateful, embarrassing, or racially, ethnically or otherwise objectionable to any other person or entity;
- (b) impersonate any person or entity, including, but not limited to, a CAZBAH staff member, or falsely state or otherwise misrepresent your affiliation with a person or other entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website;
- (d) upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (e) upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party or the privacy or publicity rights of others;
- (f) upload, post or otherwise transmit any unsolicited commercial email (UCE) or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (g) upload, post or otherwise transmit any content that contains viruses or any other computer code, files or programs which interrupt, destroy, limit the functionality of, or cause damage to any computer software or hardware or telecommunications equipment;
- (h) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Website are able to type, or otherwise act in a manner that negatively affects such other users' ability to engage in real time exchanges;
- (i) interfere with or disrupt the Website, or servers or networks connected to the Website, or fail to comply with any requirements, procedures, policies or regulations of networks connected to the Website;
- (j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations having the force of law;
- (k) "stalk," harass, or otherwise harm another;
- (l) collect or store personal data in violation of any laws governing privacy;
- (m) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
- (n) reproduce, duplicate, copy, sell, resell or exploit any portion of the Website that is not licensed to you hereby; or
- (o) engage in any other use of the Website, which CAZBAH determines, in its sole discretion, is unacceptable.

CAZBAH may (but is not obligated to) immediately terminate this Agreement for any of the foregoing reasons, with or without notice to you.

4. WEBSITE CONTENT

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At no time shall CAZBAH: (a) utilize, copy, reproduce, modify, edit, sell, or otherwise create any derivative works from any images or materials which are contained on your website for any purpose other than rendering its services to you; or (b) make any changes, additions, deletions, or other modifications to your website without your consent except as provided in this Agreement. You acknowledge that CAZBAH does not pre-screen content, but that CAZBAH and its designees will have the right (but not the obligation) to refuse or remove any content that is available through use of the website. You agree that you must evaluate and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

5. INDEMNIFICATION

You agree to defend, indemnify and hold harmless CAZBAH and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of the content on your Website, your use of the Website, or any breach of this Agreement by you. CAZBAH reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification from you, but shall have no obligation to do so. You shall not settle any such claim or liability without the prior written consent of CAZBAH if the settlement would negatively impact CAZBAH or affect CAZBAH's ability to provide the Website to its other customers.

6. TERM AND TERMINATION

The initial term of this Agreement is for a period of:

- (a) one (1) month for Cazbah Basic or Cazbah Intermediate plans and, unless terminated by either party via written notice to the other party dated no later than thirty (30) days prior to the anniversary date of this Agreement, will automatically renew each month for one (1) month.
- (b) one (1) year for Cazbah Advanced plan and, unless terminated by either party via written notice to the other party dated no later than sixty (60) days prior to the anniversary date of this Agreement, will automatically renew each year for one (1) year.
- (c) two (2) years for Cazbah Ultimate plan and, unless terminated by either party via written notice to the other party dated no later than sixty (60) days prior to the anniversary date of this Agreement, will automatically renew each year for one (1) year.

This Agreement may not be cancelled during the initial term or any renewal term without the express written consent of CAZBAH in its sole and absolute discretion. In addition to the terminations rights granted to CAZBAH pursuant to Section 3 and 8 of this Agreement, CAZBAH may terminate this Agreement and your access to your website (a) without cause upon thirty (30) days written notice to you or (b) immediately if any fees payable by you to CAZBAH pursuant to Section 13 of this Agreement are more than thirty (30) days past due. The term of your agreement shall be in accordance with the plan selected at the time your payment is processed at www.cazbah.net.

7. LINKS TO THIRD PARTY INTERNET SITES

Your website may include links to third party Internet Sites or resources. CAZBAH is not responsible for and does not endorse the informational content or any websites or services available through such Internet Sites or resources, and does not make any representations regarding their content or accuracy. Furthermore, CAZBAH is not liable for any technological, legal, or other consequences that arise out of any transactions on or through such Internet Sites or resources. Your use of such Internet Sites or resources is at your own risk and subject to the terms and conditions of use for such Internet Sites or resources.

8. REPRESENTATIONS AND WARRANTIES

You represent and warrant for the benefit of CAZBAH that:

- (a) you possess the requisite legal capacity to enter into this Agreement;
- (b) your entry into this Agreement will not violate, conflict with, or cause a default under any applicable law or regulation, any court order or administrative ruling or decree to which you are a party, or any agreement, contract, indenture, or other binding arrangement to which you are a party;
- (c) all information that you submit to CAZBAH is true and accurate;
- (d) you will keep your information current;
- (e) you will be responsible for all use of your Account(s) even if such use was conducted without your authority or permission;
- (f) you will not use your website for any purpose that is unlawful or prohibited by this Agreement;
- (g) all content submitted via the website will either be owned by you or effectively licensed to you, and any use of the content will not infringe or violate the intellectual property or other rights of any third parties;
- (h) you have obtained any and all valid business licenses required by law; and
- (i) all of your representations and warranties contained herein are true and complete as of the date hereof and will be true and complete throughout the term of this Agreement.

CAZBAH may (but is not obligated to) immediately terminate this Agreement upon a breach of any of the foregoing representations and warranties.

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9. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL INFORMATION ACCESSIBLE ON OR THROUGH IT IS SUPPORTED AND HOSTED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND. CAZBAH GIVES NO EXPRESS WARRANTIES AND DISCLAIMS:

(a) ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; AVAILABILITY OF THE WEBSITE; LACK OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; AND ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, CURRENCY, OR USEFULNESS OF ANY CONTENT AVAILABLE THROUGH USE OF THE WEBSITE; AND

(b) ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT IN CONNECTION WITH THE WEBSITE.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL CAZBAH BE LIABLE FOR:

(a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR PERSONAL INJURY), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR ANY INABILITY TO USE THE WEBSITE, EVEN IF CAZBAH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR

(b) ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU TO CAZBAH FOR USE OF THE WEBSITE.

11. ENTIRE AGREEMENT

This Agreement, along with the Privacy Policy and other terms and conditions applicable to your Account as available on Cazbah.net, (a) constitute the entire agreement between you and CAZBAH with respect to the website and your use thereof, and (b) supersede any prior or contemporaneous communications or displays whether electronic, oral, or written between you and CAZBAH regarding the website.

12. AMENDING THIS AGREEMENT

This Agreement may not be amended except by a specific offer from CAZBAH designated as an offer to amend its terms which is accepted by you in the manner indicated in the offer.

13. FEES; PAYMENT

All applicable plans, fees and payment terms associated with this Agreement are available on www.cazbah.net and are incorporated herein by reference.

14. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

Communications and transactions between you and CAZBAH are transmitted electronically and, as such, CAZBAH may provide all communications, disclosures, and notices electronically including, without limitation, via email to any email address you may provide. All electronic communications and transactions are deemed sent when properly addressed and when they enter an information processing system outside the control of the sender. All electronic records are deemed received when the record enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records of the type sent, in a form capable of being retrieved from that system.

15. MISCELLANEOUS

(a) This Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special affiliation between you and CAZBAH. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

(b) Your rights and obligations under this Agreement cannot be transferred or assigned directly or indirectly without the prior written consent of CAZBAH.

(c) This Agreement shall be governed by the laws of the State of New York without regard to its conflict of law principles. You and CAZBAH each agree to submit any disputes related to this Agreement or the website to the personal and exclusive jurisdiction of the courts located within the County of Ontario, New York and irrevocably waive any objection now or hereafter available based on grounds of *forum non conveniens* with respect to such disputes.

(d) The failure of CAZBAH to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(e) If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then the provision shall be deemed superseded by valid and enforceable language that most clearly matches the intent of, and allocation of risk in, the original provision, and the other provisions of this Agreement shall remain in full force and effect.

(f) The section titles in the Agreement are for convenience only and have no legal or contractual effect.



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