

This is Service Agreement V.1.0

1. INTRODUCTION. In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Asia E-Pros Sdn Bhd ("AEP"). This Agreement explains our obligations to you, and your obligations to us in relation to the Hosting service(s) you purchase. By purchasing or otherwise applying for Hosting service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional AEP service(s) or to modify or cancel your AEP service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you (including, but not limited to, domain name registration services) is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Billing Contact and Technical Contact for your account shall have the authority, without limitation, to terminate, transfer (where transfer is permitted by the Agreement), or modify such services or your account information, or purchase additional services.

2. VARIOUS SERVICES. Sections 1 through 27 apply to any and all AEP Hosting service(s) that you purchase. The terms and conditions set forth in the Schedules of this Agreement apply only to customers who have purchased the AEP Hosting service(s) referenced in those Schedules. In the event of any inconsistency between the terms of Sections 1 through 27 and the terms of the Schedules, the terms of the Schedules shall control with regard to the applicable AEP Hosting service. **IMPORTANT NOTICE CONCERNING BUNDLED SERVICES:** If you purchase AEP Hosting service(s) that are sold together or freely given as a "bundled" package (e.g., you select a E-mail Hosting package that includes a free domain name, as opposed to your purchasing such services separately), termination of any part of the services will result in termination of all AEP Hosting service(s) provided as part of the bundled package. You acknowledge and agree that some or all of the services you purchase or receive from us may be provided by one or more vendors, contractors or affiliates selected by AEP in its sole discretion. As a part of your Services, AEP may provide you access to third party functionality, including, but not limited to applications, widgets, security solutions, backup and archiving solutions, files transfers system that are incorporated or are offered as a part of one or more of the Services ("Third Party Functionality"). AEP does not control such Third Party Functionality and is therefore not liable for any issues of any kind relating to the Third Party Functionality. AEP reserves the right, at its sole discretion, to terminate, suspend, cancel or alter your access to Third Party Functionality at any time.

3. FEES, PAYMENT AND TERM OF SERVICE. As consideration for the services you purchased, you agree to pay AEP the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from AEP. All fees are due immediately and are non-refundable, except as otherwise expressly noted in one or more of the Schedules to this Agreement or as such fees are billed by AEP under an invoice to a Customer that expressly permits payment for Services by a Customer within thirty (30) days after AEP has sent the Customer such invoice ("Net-30 Customers"). AEP may require a Customer to successfully complete a credit application prior to such Customer qualifying to become a Net-30 Customer. Unless otherwise specified herein or on our Web site, each AEP service is for a six-month initial term and renewable thereafter for successive half-year to five-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. Except with respect to service to which you subscribe on a monthly basis, we will endeavor to provide you notice prior to the renewal of your services at least fifteen (15) days in advance of the renewal date. Additional payment terms may apply to the AEP services you purchase, as set forth in the applicable Schedules to this Agreement. Pricing for services, renewals, and product upgrades and add-ons may vary based upon the date of your purchase. You acknowledge and agree that the renewal price may be higher or lower than the price you paid for the then-current term of the service, and that we are authorized to charge your credit card or other payment method on file for the renewal of the service(s). In any event,



you are solely responsible for the credit card or payment information you provide to AEP and must promptly inform AEP of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. AEP shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes (other than taxes based on AEP income) related to AEP services or payments made by you hereunder. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less. In the event of non-payment by a Net-30 Customer on any amount of any invoice, AEP reserves the right to refer such invoice and Net-30 Customer to a collection agency in order for AEP to secure payment on the invoice. AEP may terminate any or all of the Services of any Customer who fails to pay an invoice in a timely fashion. AEP may charge a late fee(s) Customers for late payment of an invoice or a reinstatement fee(s) to Customers who wish to reinstate Service(s) that have been terminated due to non-payment.

4. ACCURATE INFORMATION. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that AEP may use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

5. PRIVACY. Our privacy statement, for AEP services purchased is incorporated herein by reference for all such AEP services. The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

6. EXCLUSIVE REMEDY; TIME LIMITATION ON FILING ANY CLAIM. YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY AEP SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL AEP, ITS LICENSORS AND CONTRACTORS (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FROM AEP) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF AEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN AEP'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. AEP and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or



security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your AEP web site; (8) loss or liability from your inability to use our e-mail service, web site hosting service or any component of the subscription service (for websites from AEP); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy; or (11) loss or liability relating to limitations, incompatibilities, defects, or other problems inherent in xml, xkms, or any other standard not under AEP sole control. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

7. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER AEP NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

8. INDEMNITY. You agree to release, indemnify, defend and hold harmless AEP and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the AEP services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to AEP, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the AEP services, or (g) any information, material, or services available on your licensed AEP Web Site . The terms of this paragraph will survive any termination or cancellation of this Agreement.

9. TERMINATION.

a. By You. You may terminate this Agreement upon at least thirty (30) days written notice to AEP for any reason.



b. By Us. We may terminate this Agreement or any part of the AEP services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 4 of this Agreement, if we determine in our sole discretion that you have violated the AEP Acceptable Use Policy, which is located on our Web site at <http://www.asiaepros.com/legal/aup.html> and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

c. Effect of Termination. Except as otherwise expressly set forth herein or on our Web site, AEP will cease charging your credit card, if applicable, for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by AEP, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time, as provided in various Schedules below). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs AEP incurs in closing your account. You agree to pay any and all costs incurred by AEP in enforcing your compliance with this Section. You agree that upon termination or discontinuance for any reason, we may delete all information related to you on the AEP service (including but not limited to email messages and web site contents hosted in our servers), if applicable. In addition to the terms set forth herein, certain AEP services may have additional terms regarding termination, which are set forth in the applicable Schedule.

d. Effect of Termination of Bundled Services. In addition to the terms set forth in subsection 10(c) above, if you purchase AEP services which are sold together as part of a "bundled", any termination relating to such bundle will terminate all AEP services included in such bundle. For instance, without limiting the generality of the foregoing, any domain name registered with or maintained by AEP under this Agreement (but not including any domain names you may have registered, either with AEP or a third-party registrar, separately and not as part of a bundled service) will be cancelled and may thereafter be available for registration by another party. You acknowledge and agree that upon any termination or cancellation of your bundled services the terms and conditions regarding transfer of expired domain names as described in this Service Agreement, Schedule A, paragraph 14 may apply. Upon the effective date of termination, AEP will no longer provide the bundled services to you, any licenses granted you shall immediately terminate, and you shall cease using such services immediately; provided, however, that we may, in our sole discretion and subject to your agreeing to be bound by the applicable agreement(s) and to pay the applicable fees, allow you to convert certain services included in the bundled services to stand alone services. Should you or we cancel or terminate your services at any time prior to the completion of the one-year term, such cancellation or termination may result in an early termination fee charged to your account.

10. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) neither your registration nor use of the any of the AEP services nor the manner in which you intend to use such AEP services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you have selected the necessary security option(s) for your domain name registration record, (iv) you are of legal age to enter into this Agreement; and (vi) you agree to comply with all applicable laws and regulations.

11. MODIFICATIONS TO AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on AEP Web sites, or upon notification to you by e-mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees. By continuing to use AEP services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.



We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of AEP is authorized to alter or amend the terms and conditions of this Agreement.

12. ACCOUNT ACCESS. To access or use the AEP services or to modify your account, you may be required to establish an account and obtain a login name, account number, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, account number, password or passphrase. You agree that we may log off any account that is inactive for an extended period of time.

13. AGENTS. You agree that, if your agent, (e.g., your Billing Contact or Technical Contact, Internet Service Provider, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the domain name dispute policy. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

14. OTHER POLICIES. In addition to the terms and conditions set forth in this Agreement, the purchase of services may make other AEP Policies applicable to you and the use of our services. In making a purchase of our services, you agree to the terms set forth in these policies. AEP reserves the right to make changes to these policies. You agree to periodically review the policies in our website to be aware of any such revisions.

15. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to register your chosen domain name, issue you a digital certificate, or register you for other AEP service(s), or to delete your chosen domain name within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register your chosen domain name, issue you a digital certificate, or register you for other AEP service(s), or we delete your chosen domain name or other AEP service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your chosen domain name, refusal to issue a digital certificate, the deletion of your chosen domain name or refusal to register you for other AEP service(s).

16. NOTICES AND ANNOUNCEMENTS. . (a) Except as expressly provided otherwise herein, all notices to AEP shall be in writing and delivered via overnight courier or certified mail, return receipt requested to AEP, Attention: System Manager, Lot 7090 Mukim Tanjung 12, Daerah Kuala Langat, 42700 Banting, Selangor, Malaysia. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement) or to any e-mail address associated with your domain name registration(s) with AEP. (b) You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

17. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not



affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

18. ENTIRE AGREEMENT. You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the services.

19. ASSIGNMENT AND RESALE. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any of the services (or portion thereof) without AEP prior express written consent.

20. GOVERNING LAW.

a. The Agreement shall be governed by and construed in accordance with the laws of Malaysia, excluding its conflict of law rules. Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.

b. Where any claims, proceedings, actions, suits or disputes arising or in connection with this Agreement is to be commenced or adjudicated in the High Court of Malaya, the parties agree that it shall be adjudicated in the High Court in Kuala Lumpur or Putrajaya, Malaysia, as the case may be.

21. AGREEMENT TO BE BOUND. By applying for a AEP service(s) through our online application process or otherwise, or by using the service(s) provided by AEP under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

22. INDEPENDENT PARTIES. Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

23. WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of AEP. The remedies of AEP under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

24. YOUR CONDUCT. You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use any of our hosting services to encrypt messages that contain: SPAM; computer viruses; malware; illegal or unlawful content; threatening, libelous, obscene, harassing or offensive material; or content that infringes the intellectual property of a third party. You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use any of our hosting services in any manner that: (a) violates the Agreement; (b) is in conjunction with or assists the furthering of a prohibited use of AEP' services as described in the Acceptable Use Policy; (c) is in conjunction with or assists the prevention, delay, or circumvention of detecting the prohibited use of AEP' services as described



in the Acceptable Use Policy; or (d) is in conjunction with or assists in the use of a service provided by another party and the use of that other service would violate the Acceptable Use Policy if that service were provided by AEP.

25. EXPORT RESTRICTIONS. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any AEP services in violation of the laws and regulations of any applicable jurisdiction.

26. FORCE MAJEURE. Without limiting the generality of any provision in the Agreement, AEP will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer or software malfunction, electrical power failure, faults, interruption or disruption of our network or the networks of other service providers or of your equipment or the equipment of any third party, riots strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

27. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

28. SURVIVAL. In the event this Agreement terminates as provided herein, Sections 1, 2, 3, 6, 7, 8, 9, 13, and 16 through 27 of this Agreement shall survive such expiration or termination.

SERVICE SPECIFIC TERMS: The following terms apply in addition to Sections 1 through 27 only if you have purchased the particular service described:

SCHEDULE A TO AEP SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO DOMAIN NAME REGISTRATION & RENEWAL.

1. Conditions. We will pay your domain name registration fees for any .com, .net, .org, .biz, or .info domain name that is the primary domain name associated with a qualifying web and or email hosting account on our servers, as long as your account meets all other conditions described herein. If you move your domain from our servers, or if you fail to meet any of the conditions, you will be automatically charged for domain registration fees, which are currently RM 50 per year.

2. Minimum Commitment. To enjoy free renewal, your account must be in good standing for three consecutive months during your domain name registration period, and all other conditions described herein must be met. If these conditions are not met, you agree that your account will automatically be charged RM 50 for a one-year registration period. If we are unable to process the registration charge, we will assume ownership of the domain. By accepting this offer, you agree to and accept these conditions and waive all rights to contest any actions that result.

3. New Domain Registration.

a. Your domain name will be registered with WebNIC. By accepting this service, you are contracting directly with WEBCC for domain name registration services and you agree to comply with all related Terms and Conditions, including the ICANN Uniform Domain Name Dispute Resolution Policy. Of course, you are free to register your domain name with any registrar you choose. However, in order to take advantage of Free Domain Name Registration, your domain must be registered through WebNIC by AEP as their authorized reseller.

b. You agree that you may not transfer your domain name registration to another domain name registrar during the first thirty (30) days from the effective date of your initial domain name registration with us. In addition, you agree that you may not transfer your domain registration to another domain name registrar for sixty (60) days after there has been a change in your Primary Contact information or WHOIS Administrative Contact information for your account(s).



4. New Domain Registrations. Your domain name will be registered and renewed for periods of one year. The billing contact of the domain name will receive notification from WebNIC when the registration is nearing the end of its current period. The account owner must contact us upon receipt of this notification, or prior to the expiration of the registration period, to ensure the renewal of the domain name registration. We will renew your domain name when it is within 60 days of expiration (or within 30 days after expiration.) We do not monitor registration expirations -- it is your responsibility to ensure that your registration is renewed.

5. Free Registration Renewals. Your domain name will be registered and renewed for periods of one year. The billing contact of the domain name will receive notification from WebNIC when the registration is nearing the end of its current period. The account owner must contact us upon receipt of this notification, or prior to the expiration of the registration period, to ensure the renewal of the domain name registration. We will renew your domain name when it is within 60 days of expiration (or within 30 days after expiration.) We do not monitor registration expirations -- it is your responsibility to ensure that your registration is renewed.

6. Refund. Domain name registrations and/or renewals are non-cancelable and non-refundable. Domain name registrations are explicitly excluded from our 30-day money back guarantee or any other warranties or guarantees associated with our services.

7. AEP' Disclosure of Certain Information. Subject to the requirements of our privacy statement, in order for us to comply the current rules and policies for the domain name system, you hereby grant to AEP the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical, administrative and billing contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. You consent to allow us to transmit this registration data to an ICANN approved or designated escrow agent who stores this information pursuant to ICANN requirements. You also grant to AEP the right to make this information available in bulk form to third parties who agree not to use it to (a) allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via telephone, facsimile, or e-mail (spam) or (b) enable high volume, automated, electronic processes that apply to our systems to register domain names.

8. No Guaranty. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

9. Revocation. You agree that we may suspend, cancel or transfer your services, including, but not limited to, domain name registration services in order to: (i) correct mistakes made by us, another registrar or the registry in registering your chosen domain name: (ii) to resolve a dispute: or (iii) to remedy an unauthorized change in the domain name account.

10. Survival. In the event the Agreement or this Schedule terminates, Sections 1,2,3b,6,7,8, 9, 12 and 13 of this Schedule shall survive such expiration or termination.

11. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with AEP, (ii) hosted on a AEP domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that AEP may place on any such Under Construction Page promotions and advertisements for, and links to, AEP' Web site, AEP product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that AEP may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice. If for any reason, you do not want a domain name to resolve to the Under Construction Page described above, you may select an Under Construction Page that contains only AEP branding and a domain name registration search box, as provided on our Web Site. You also agree that any domain name directory, sub-directory, file name or path (e.g.) that does not resolve to an



active web page on your Web site being hosted by AEP, may be used by AEP to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, AEP' Web site, AEP product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that AEP may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.

12. Requests to Change Registrar; Transfers Generally. You agree that AEP may deny any request to transfer a domain name registration that is otherwise capable of transfer to another registrar where you fail to respond appropriately to a transfer confirmation request from AEP. Furthermore, you acknowledge and agree that pursuant to applicable policies adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") related to the transfer of domain names it is possible for your domain name to be transferred to another registrar even though the transfer has not actually been approved by you, and you agree that we shall not be liable to you for any such unauthorized transfers. You also acknowledge and agree that we cannot control and shall not be liable to you for the actions of third parties, including but not limited to registry operators, in connection with a domain name transfer, or a reversal of or refusal to reverse a domain name transfer, whether or not the transfer was approved by you.

13. Domain Protect. You agree that we may, but are not obligated to, place your domain name registration in a Domain Protect status to prevent unauthorized transfers of your domain name registration, as described on our Web site. You acknowledge and agree that in order to transfer a domain name registration that is in a Domain Protect status, you may first have to access the account manager tool on our Web site and remove the domain name registration from Domain Protect status.



SCHEDULE B TO AEP SERVICE AGREEMENT

E- MAIL HOSTING SERVICES

1. Description of Service. AEP is providing you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. In order to maintain the quality of our services to other customers and to protect our systems AEP may introduce attachment restrictions relating to blockage of specific file formats and or file size as part of the control measures. AEP reserves the right to maintain and change the restricted attachments list from time to time. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any AEP operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled (from 12:01am to 2:00 am every Friday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party or if your domain name record is not within our control. Although we offer unlimited storage of your mailbox, AEP reserves the right, in its sole discretion, to either (A) charge, and you agree to pay, an reasonable fee for the excessive usage beyond the norm, or (B) terminate or suspend your email services and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" folder at any time in our sole discretion.
2. SPAM Protection. All e-mail sent to your e-mail address(es) will be scanned by our inline protection system. tmail Anti-Spam to detect SPAM and to assist in preventing SPAM from reaching your e-mail inbox. All e-mail detected as SPAM will be routed to your specific SPAM folder. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in e-mail that is not SPAM being falsely identified as SPAM, or the delivery of SPAM to your e-mail inbox(es). You acknowledge and agree that AEP shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any e-mail as a result thereof, or your receipt of SPAM.
3. Virus Protection. AEP' e-mail service includes inline Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or e-mail program. All e-mail sent to your e-mail address(es) will be scanned for viruses. If a virus is detected, the e-mail message and/or attachment, as applicable, will be cleaned if possible and the header of the e-mail will be tagged to inform you that a virus was detected and that the e-mail message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the e-mail message and/or attachment, the e-mail message and/or attachment will be deleted. All e-mail box(es) automatically include Virus Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete e-mail messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or e-mail program. You acknowledge and agree that AEP shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any e-mail and/or e-mail attachments as a result thereof, or the transmission of viruses to your computer system and/or e-mail program.
4. Safeguarding Passwords. You are responsible for maintaining the confidentiality of your password and e-mail account and are fully responsible for all activities that occur using your password. Please notify us immediately of any unauthorized use of your password or e-mail account or any other breach of security. AEP is not liable for any losses that you may incur as a result of any third-party's use of your password.



5. Billing for E-mail Service. Payment is due for any subscribed period of e-mail services in accordance to the subscription price at the time of purchase. AEP, in its sole discretion, shall determine the future subscription prices it will charge for the e-mail services, and the terms and conditions applicable to the same, and AEP may, upon providing thirty (30) days' notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your e-mail service subscription, as applicable, as provided herein, within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to bill you accordingly.
6. Privacy. AEP will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on AEP; (b) protect and defend the rights or property of AEP; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that AEP neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.
7. Customer Conduct. You agree to be bound by the applicable provisions of the AEP Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Schedule.



SCHEDULE C TO AEP SERVICE AGREEMENT

HOSTING SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Hosting Services (as defined below).

1. Description of Service

AEP may make available for purchase, from time to time, a variety of hosting packages, Web hosting services, Mobile hosting services and optional add-on services, as published on the AEP website (collectively, "Hosting Services"). Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, AEP agrees to provide to you the Hosting Services you purchase during the sign-up process. AEP reserves the right to amend its Hosting Services offerings and to add, delete, suspend or modify the terms and conditions of the Hosting 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 Billing for Hosting Services is due at the time of purchase at the fee set forth on our web site and applicable for the length of period subscribed. AEP, in its sole discretion, shall determine the future prices it will charge for the Hosting Services, and the terms and conditions applicable to the same, and AEP may, upon providing thirty (30) days' prior written notice to you by email (before expiry of the subscribed period), amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to bill, and you agree to pay, according to the new price for the renewed period.

3. Term and Termination

3.1 Term. Your Hosting Services shall be either (i) on a minimum 6 months period, (ii) if you have indicated a longer period as per your submitted Service Order Form or any other form provided by AEP for the said purpose, unless either party notifies the other of termination or cancellation in accordance with this Agreement, subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Hosting Services.

3.2 Cancellation. Subject to your obligation to pay any applicable Processing Fees, you may cancel your Hosting Services at any time. To cancel your Hosting Services you must submit your written notice of cancellation to AEP (as provided herein) and include the following information: (i) Your AEP customer identification number and username; (ii) the registered domain name, if any, associated with your Hosting Services; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Hosting Services will be canceled as of the expiration of the next billing cycle in which your notice was received. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with AEP, will be terminated as of the cancellation of your Hosting Services.

3.3 If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy (AUP), AEP may, in its sole and exclusive discretion, suspend or terminate your Hosting Services immediately and without notice to you. Hosting 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.

4. Additional Warranty Disclaimers and Limitations of Liability



4.1 ADDITIONAL DISCLAIMER. AEP 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 AEP.

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

4.3 You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Hosting Services or obtain from the Internet.

4.4 You agree that if AEP 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 AEP shall have no liability to you or your end users due to any corrective action taken by AEP.

4.5 You agree that AEP has no obligation to back-up any data related to your website unless AEP expressly agrees otherwise in writing (or has expressly stated so on our Web site). You agree that you will regularly back-up your data whether or not AEP agrees to or actually does back-up any data.

5. Restrictions on Use

5.1 AEP does not intend to and shall have no obligation to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Hosting Services (the "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. AEP, 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 Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that AEP will have no liability to you or any of your end users due to any corrective action that AEP may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by AEP in conjunction with the Hosting Services that are found in other schedules to this Agreement.

5.2 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.

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

5.4 You expressly (i) grant to AEP a license to cache the entirety of your Content and your web site, including content supplied by third parties, hosted by AEP 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.

5.5 Although we are offering unlimited storage space, our Hosting Services are not intended to support the hosting needs of large enterprises that require large bandwidth and storage capabilities. To insure that our shared hosting is reliable and available for all of our small business users, your usage cannot adversely affect the performance of other customers' site or usage of our system. You agree that our Hosting Services primarily as online storage space for archived electronic files is prohibited. You agree that if your bandwidth and storage space usage adversely affects other customers on our shared hosting platform, AEP may suspend or terminate your Hosting Services without liability.

6. Data Transfer Overage Charges



6.1 You agree that you will not abuse the unlimited data transfer (bandwidth) or storage space as offered to the Hosting Services purchased. You agree that for any eventualities, AEP, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that AEP will have no liability to you or any of your end users due to any corrective action that AEP may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6.2. Large bandwidth usage cannot be purchased by you in advance.

7. Other Terms and Conditions

7.1 The Hosting Services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and you reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through a website you establish via the Hosting Services, your relationship with the third-party merchant account provider may be subject to an application and approval process and you reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the Hosting Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. Additionally, depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution. Further, you agree that our third party vendors providing any services as part of the Hosting Services, and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. Finally, you acknowledge and agree that other Schedules in this Agreement may apply to the various services included in your Hosting Services package (for example, Schedules related to domain name registration, email, etc.), and that you have read and you agree to be bound by the additional terms and conditions in those Schedules.

7.2 You agree that any domain name directory, sub-directory, file name or path (e.g.) that does not resolve to an active web page on your Web site being hosted by AEP, may be used by AEP to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, AEP' Web site, AEP product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that AEP may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.



SCHEDULE D TO AEP SERVICE AGREEMENT

SOLUTION FOR MOBILE

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to the Mobility Services (as defined below).

1. Description of Service.

- a. *For Subscribing Users of Notifylink for BlackBerry Service.* AEP is providing current subscribers of the Notifylink On-Demand Service with mobile software and/or other services that provide the ability to synchronise emails messages, attachments thereto and Contacts, Tasks and Calendar ("PIM data"). This group of user's ability to the use of Notifylink On-Demand Service is conditioned upon the subscription of our Email hosting service and having Blackberry BIS data plan from any other service providers.
 - b. *For Non-Subscribing Users of Notifylink for Blackberry Service.* AEP is providing non-subscribing users with mobile access capability to their mailbox hosting service. This group of user's ability to the use the mobile access service is conditioned upon the subscription of our Email hosting service, and having Internet data plan from any other service providers.
 - c. *Equipment and Compatibility Requirements.* Unless otherwise specified herein or on our Web site, it is customer responsibility to ensure the preferred mobile device: (a) provide all necessary compatible equipment and software including, but not limited to, equipment and software that supports a compatible electronic mail service; and (b) provide for your own connection to the Internet and pay any service fees associated with such connection.
 - d. *Further Access and Usage Limits.* AEP, at any time and in its sole discretion, will determine whether or not your use of the Notifylink On-Demand Service is consistent with this Agreement and any AEP operating rules or policies, and may suspend or terminate your access to the Notifylink On-Demand Service if your usage is found to be inconsistent with this Agreement or such rules or policies. The Notifylink On-Demand Service is subject to unscheduled outages that will impact your ability to use the Service. AEP will use commercially reasonable efforts to restore the Notifylink On-Demand Service after any unscheduled outages.
 - e. *Disclaimer of Malware, Viruses, Spam and Hacking.* AEP makes no representations or warranties that any virus, spam, malware and hacking detection service or software will be able to access the electronic messages that are encrypted or decrypted with our hosting services. You acknowledge and agree that the AEP is not responsible or liable to you or any third party with respect to all our Hosting Services, your receipt of SPAM, computer viruses and/or malware, or the transmission of viruses or malware to your or connected computer systems, networks, mobile devices (including but not limited to BlackBerry) and/or e-mail programs.
2. **Privacy.** You acknowledge and agree that nothing will preclude AEP from monitoring, editing or disclosing the contents of your electronic messages with third parties if AEP is required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on AEP; (b) protect and defend the rights or property of AEP; (c) determine if you are violating the Agreement or the Acceptable Use Policy; or (d) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that certain technical processing may be required to encrypt and decrypt electronic messages and their content. Furthermore, you acknowledge and agree that AEP' current privacy policy incorporated herein and made part of this Agreement by reference (posted and maintained at <http://www.asiaepros.com/privacy.html>) ("Privacy Policy") is applicable to your contact information and that this Schedule's Section 2 does not modify or amend the Privacy Policy.
3. **Proprietary Rights.** The Notifylink On-Demand Service is protected by copyright laws and international treaty provisions, as well as other intellectual property laws and treaties. All right, title and interest in and to the Notifylink On-Demand Service, including but not limited to copyrights, patent rights, trade secrets and other intellectual property rights, are owned



- by AEP or its suppliers. All copies and portions of the Notifylink On-Demand Service, in any form, belong to AEP or its suppliers, which retain all rights not expressly granted herein.
4. **License.** AEP grants you a limited, non-exclusive, non-transferable, revocable license to use the Notifylink On-Demand Service subject to the terms and restrictions set forth herein ("License"). No license is granted with respect to any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Notifylink On-Demand Service. You may not re-distribute or sublicense the Notifylink On-Demand Service.
 5. **Other Restrictions.** You acknowledge and agree that you may not rent, lend, lease or distribute the Notifylink On-Demand Service. You acknowledge and agree that you may not alter, modify or adapt the Notifylink On-Demand Service or reverse engineer, decompile, disassemble, or create derivative works from the MessageGuard Service, or allow a third party to do any of the foregoing, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or by this License. AEP may terminate this License if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the Notifylink On-Demand Service or any portion thereof.
 6. **Termination by AEP.** You acknowledge and agree that, in addition to its ability to terminate your subscription, license and/or use of the Notifylink On-Demand Service pursuant to the Agreement, AEP has the right to terminate immediately your subscription, License and/or use of the Notifylink On-Demand Service if AEP has a good faith belief that your use of Notifylink On-Demand is in a manner that: (1) may be fraudulent or unauthorized; (2) may subject AEP to a claim by a third party; (3) may violate any law, AEP' policy, or the Agreement (including this Schedule aa); (4) may violate any right of a third party; or (5) may subject AEP to receive a complaint from a third party that you are violating any law, AEP' policy, the Agreement and its applicable schedules (including, but not limited to, this Schedule), or any right of a third party.
 7. **Limitation of Liability/Disclaimer of All Warranties:** IN ADDITION TO YOUR ACKNOWLEDGEMENT AND AGREEMENT TO THE LIMITATION OF LIABILITIES AND DISCLAIMER OF WARRANTIES CONTAINED IN THE AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT AEP IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONTENT CONTAINED IN MESSAGES PROCESSED BY OUR HOSTING SERVICE (INCLUDING BUT NOT LIMITED TO NOTIFYLINK ON-DEMAND SERVICE), NOT LIMITED TO: SPAM; COMPUTER VIRUSES; MALWARE; ILLEGAL OR UNLAWFUL CONTENT; THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL; OR ANY CONTENT THAT INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT AEP IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR THE TRANSMISSION OF VIRUSES OR MALWARE TO YOUR OR ANY CONNECTED OR RELATED COMPUTER SYSTEMS, MOBILE DEVICES, NETWORKS AND/OR E-MAIL PROGRAMS. YOU ACKNOWLEDGE AND AGREE THAT AEP SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY WITH RESPECT TO YOUR USE OF THE EMAIL OR NOTIFYLINK ON-DEMAND HOSTING SERVICE, YOUR FAILURE TO SEND OR RECEIVE ELECTRONIC MESSAGE OR ATTACHMENT, OR THE UNAUTHORIZED ACCESS TO YOUR OR YOUR INTENDED RECIPIENTS' ELECTRONIC MESSAGES OR ATTACHMENTS. YOU AGREE THAT YOUR USE OF AEP' NOTIFYLINK ON-DEMAND SERVICE IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. AEP AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER AEP NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE EMAIL OR AND NOTIFYLINK ON-DEMAND SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU ACKNOWLEDGE AND AGREE THAT AEP' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE NOTIFYLINK ON-DEMAND SERVICE PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR THE NOTIFYLINK ON-DEMAND SERVICE DURING THE TERM OF THIS AGREEMENT.
 8. **No Lost Profits, Lost Revenue, Consequential or Indirect Damages; Time Limitation on Filing Any Claim:** YOU AGREE THAT IN NO EVENT SHALL AEP ITS LICENSORS AND CONTRACTORS BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT,



INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF AEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN AEP' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

