



WEBSITE TERMS OF USE

1. AGREEMENT

These Terms of Use (the “**Agreement**”) constitute a legally binding agreement by and between InCorp Services, Inc. (hereinafter, “**InCorp**”) and you or your company (in either case, “**You**” or “**Your**”) concerning Your use of InCorp’s website (the “**Website**”) and the services available through the Website (the “**Services**”). By using the Website and Services, You represent and warrant that You have read and understood, and agree to be bound by, the Agreement and InCorp’s [Privacy Policy](#) (the “**Privacy Policy**”), which is incorporated herein by reference and made part of this Agreement.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. For more information on discontinuing registered agent services, see Section 6, below.

2. PRIVACY POLICY

By using the Website, You consent to the collection and use of certain information about You, as specified in the Privacy Policy. InCorp encourages users of the Website to frequently check InCorp’s Privacy Policy for changes.

3. CHANGES TO AGREEMENT AND PRIVACY POLICY

Internet and wireless technology and the applicable laws, rules, and regulations change frequently. ACCORDINGLY, INCORP RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AND ITS PRIVACY POLICY AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT AND THE PRIVACY POLICY PERIODICALLY. IF AT ANY TIME YOU FIND EITHER UNACCEPTABLE, YOU MUST IMMEDIATELY LEAVE THE WEBSITE AND CEASE USING THE SERVICES. Unless InCorp obtains Your express consent, any revised Privacy Policy will apply only to information collected by InCorp after such time as the revised Privacy Policy takes effect, and not to information collected under any earlier Privacy Policies.

4. ELIGIBILITY

BY USING THE WEBSITE OR SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual using the Website or Services on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company. This Agreement is void where prohibited.

5. THE WEBSITE DOES NOT PROVIDE LEGAL SERVICES ADVICE; NO ATTORNEY-CLIENT RELATIONSHIP

InCorp provides, without limitation, registered agent, incorporation, corporate filing and trademark services. InCorp may review information provided by You in connection with such services for completeness, consistency, spelling and grammar; however, InCorp does not, at any time, review such information for legal sufficiency or apply the law to the facts of Your specific situation. InCorp provides the Website for information purposes only. THE WEBSITE DOES NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, LEGAL ADVICE OR OPINION. InCorp is not a law firm, and InCorp does not provide legal services or render legal advice. The Website and Services are not a substitute for the advice of an attorney. If You require legal advice or services, You should consult an attorney. YOUR USE OF THE WEBSITE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN YOU AND INCORP.

6. REGISTERED AGENT SERVICES; DISCONTINUING REGISTERED AGENT SERVICES

Any Official Document (as defined in Section 13, below) filed by You naming InCorp as Your registered agent must state InCorp’s full corporate name in the name form provided, -e.g. “InCorp Services, Inc.”, “InCorp Services Inc” or other form, as the case may be, including all punctuation as provided at time of order. If You prepare and file an Official Document naming InCorp as Your registered agent without using InCorp’s full corporate name and/or using the correct name form for that jurisdiction, InCorp cannot guarantee that registered agent services can or will be performed on Your behalf. INCORP DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR YOUR FAILURE TO CORRECTLY FORMAT INCORP’S NAME WHEN ASSIGNING AS REGISTERED AGENT. You hereby acknowledge and agree that You are responsible for any fees associated with amending any Official Document to correctly name InCorp as Your registered agent with the correct name form.

You hereby acknowledge and agree that in the event (a) Your business entity voluntarily or involuntarily discontinues business operations in a jurisdiction where InCorp provides registered agent services; (b) You wish to abandon Your business entity; or (c) You wish to discontinue InCorp’s registered agent services, You will satisfy at least one of the following cancellation conditions (collectively, “**Cancellation Conditions**”):

1. The business entity must be properly and legally dissolved, withdrawn, cancelled or otherwise terminated in that jurisdiction either through InCorp, independently or through another service provider; or
2. The business entity must assign another registered agent in said jurisdiction; or
3. The business entity must resign InCorp as registered agent in said jurisdiction and pay any document preparation fees (if InCorp prepares the documents), as well as all filing fees related to same. The business entity must have InCorp removed as the registered agent with all state government agencies in which the business entity requested that InCorp Services, Inc. be appointed for acceptance of service of process, pursuant to the

Cancellation Addendum. If, after exhausting reasonable efforts, the business entity cannot obtain sufficient documentation to evidence that InCorp has been removed as registered agent, and/or adequate proof is not attainable, the business entity must fill out and sign the Cancellation Certification, attached to the Cancellation Addendum. For more information, see Section 29 regarding Removal of Registered Agency Upon Cancellation.

You hereby acknowledge and agree that if You do not satisfy at least one of the Cancellation Conditions before the date Your annual registered agent service fee is due, InCorp shall continue to act as registered agent in connection with that business entity, and You will continue to incur fees and late penalties (if any) in connection with such services. If, thereafter, You satisfy one of the Cancellation Conditions, You will not be entitled to a pro-rata refund. Further, You acknowledge and agree that if You have not met one of the Cancellation Conditions or You have not paid an annual registered agent service fee by its due date, InCorp may, in its sole discretion, charge You the then current registered agent service fee and any applicable tax or other charges to the payment method You provided during registration or in subsequent account payments. If You contract InCorp to execute the dissolution, withdrawal, cancellation or termination of Your business entity prior to the date Your annual registered agent service fee is due, You will incur no further fees for agent service even if the dissolution is not filed or recorded until after said due date. Additionally, if the account is in delinquent status or the entity is defunct, any account contacts, including, but not limited to the account primary contact and entity officers and/or directors shall be responsible for the payment of the account.

7. TRADEMARK REGISTRATION SERVICES

InCorp's trademark registration services do not include responding to substantive USPTO challenges or third party oppositions to the proposed trademark. When appropriate, InCorp's affiliated trademark attorneys can be retained at a negotiable hourly rate to represent You before the USPTO or in federal or state court.

8. FORWARDING OF MAIL; INCORP'S BUSINESS ADDRESS

With the exception of Nevada, unless otherwise specified in any services agreement between You or InCorp, or pursuant to applicable federal/state statutes, rules or regulations, the Services are limited to the receipt and forwarding of official federal, state and local correspondence as well as Service of Process, and You hereby acknowledge and agree that InCorp does not, and shall not, provide business or mailing addresses and/or business mail forwarding services. INCORP DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO FORWARD ITEMS RECEIVED ON YOUR BEHALF PURSUANT TO YOUR UNAUTHORIZED USE OF INCORP'S BUSINESS ADDRESS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR FAILURE TO FORWARD SUCH ITEMS. YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN MAKING UNAUTHORIZED USE OF INCORP'S BUSINESS ADDRESS. In Nevada, InCorp allows use of its business address and offers unlimited domestic forwarding of 1st class mail at no charge, however there may be a charge for parcel forwarding. Additionally, InCorp offers regular mail forwarding services in various states that you may contract.

If Nevada Registered Agent Service is cancelled in accordance with Section 6 of this agreement, continued use of InCorp's address on public record (such as entity principal addresses) may result in additional charges for use of the address.

9. MANAGED REPORT SERVICES

All guarantees related to InCorp's Managed Report Service are effective 30 days after purchase of service. InCorp will assist with compliance-related filings due inside the first 30 days of service, but cannot guarantee filing by the due date within that initial period.

10. TAXES, REPORTING AND LEGAL RESPONSIBILITIES

You are solely responsible for satisfying all income tax, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law.

11. LICENSE

Subject to Your compliance with the terms and conditions of this Agreement, InCorp grants You a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to use the Website and Services. The Website, or any portion of the Website, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of InCorp. Except as expressly set forth herein, this Agreement grants You no rights in or to the intellectual property of InCorp or any other party. The license granted in this section is conditioned on Your compliance with the terms and conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this section will immediately terminate.

12. USER INFORMATION; PASSWORD PROTECTION

In connection with Your use of certain Services, You are required to complete a registration form. You represent and warrant that all user information You provide on the registration form or otherwise in connection with Your use of the Website and Services, including without limitation your mailing address, will be current, complete and accurate, and that You will update that information as necessary to maintain its completeness and accuracy by visiting your personal profile. For additional information, see the section concerning "User Ability to Access, Update, and Correct Personal Information" in InCorp's [Privacy Policy](#).

You will also be asked to provide, or may be given, a user name and password in connection with certain of the Services. You are entirely responsible for maintaining the confidentiality of Your password. You may not use the account, user name, or password of any other Member at any time. You agree to notify InCorp immediately of any unauthorized use of Your account, user name, or password. InCorp shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You may be held liable for any losses incurred by InCorp, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of Your account or password. You must also promptly notify InCorp if any credit/debit card that You have provided to us is lost, stolen or used without permission.

13. OFFICIAL INFORMATION PROVIDED BY YOU

InCorp's registered agent, incorporation, corporate filing and trademark services require the filing of official documents ("Official Documents") with certain

federal, state or county agencies (e.g. the United States Patent & Trademark Office and state offices of the secretary of the state) (collectively, “**Governmental Agencies**”). In order to prepare and file Official Documents, certain information (such as the name of your corporation or limited liability company (LLC), the name and address of your corporation or LLC’s registered agent, the name and address of the directors and officers of your corporation or members or managers of your LLC, and the name of your trademark and the goods and/or services provided under such trademark) (collectively, “**Official Information**”) must be submitted to the appropriate Governmental Agency. You represent and warrant that all Official Information You provide will be complete and accurate; InCorp does not, and cannot, investigate Official Information provided by You. You hereby acknowledge and understand that any willful and false statement made by You on an Official Document may be punishable by fine, imprisonment, or both. INCORP DOES NOT REPRESENT, WARRANT OR GUARANTEE THE CURRENCY OR ACCURACY OF OFFICIAL INFORMATION, AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY OFFICIAL INFORMATION PROVIDED BY YOU.

14. ELECTRONIC SIGNATURES

You expressly authorize InCorp to affix Your digital signature to Official Documents as necessary to permit InCorp to fulfill its obligations under this Agreement.

15. CONSENT TO RECEIVE EMAIL FROM INCORP

By registering with the Website, You thereby consent to receive periodic email communications regarding the services. As part of registration, You may also elect to receive periodic email communications regarding special offers and other promotions (collectively, “**Special Offers**”). You may opt-out of receiving Special Offers at any time by (a) following the unsubscribe instructions contained in each Special Offer; or (b) changing the email preferences in your account.

16. FEES; CANCELLED ORDERS; RETURNED CHECKS & CHARGEBACKS; NEGOTIATED PRICES

You are responsible for all fees incurred by You as a result of any and all services performed by InCorp on Your behalf or at Your direction. Such fees shall be due and payable immediately upon receipt by You of InCorp’s invoice. You may have the option to prepay for additional years of service at discounted rates (“**Discounted Services**”). ALL FEES AND CHARGES WITH REGARD TO DISCOUNTED SERVICES ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS; HOWEVER, YOU MAY TRANSFER UNUSED DISCOUNTED SERVICES TO DIFFERENT BUSINESS ENTITIES WITHIN YOUR INCORP ACCOUNT.

All refund requests must be made within sixty (60) days of the issuance of services. You acknowledge and understand that InCorp may withhold funds from a cancelled order in accordance with the following terms.

- Any and all funds already paid to vendors and/or state agencies including but not limited to state filing fees, publication fees, and corporate kits are nonrefundable.
- If You cancel an order after the audit and payment processes are complete, but before any other processing has occurred, InCorp will refund You the total order amount less \$29.00; and
- For any registered agent service orders, InCorp will withhold an additional \$29.00 if the registered agent address has not been provided to You prior to cancellation. No refunds for registered agent services will be issued after the registered agent address has been provided, or thirty (30) days after the date services were ordered; and
- For all name check orders cancelled after completion of the name check, InCorp will issue no refund for services rendered. For orders such as entity formations requiring a preliminary name check as part of the order, InCorp will withhold an additional \$29.00 if the preliminary name check has been completed prior to cancellation; and
- For orders requiring preparation of documents to be filed with a governmental agency, if You cancel an order after the documents were prepared, but before they were filed with the appropriate Governmental Agency, InCorp will withhold an additional \$25.00. InCorp will issue no refunds once documents have been forwarded to the appropriate governmental agency for filing.

A \$35.00 returned check fee will be assessed to cover the cost of checks returned to InCorp due to non-sufficient funds or closed accounts.

A \$35.00 per response chargeback fee, along with any collection costs and/or cancellation fees in accordance with the above cancellation policy, will be assessed to cover the cost of responding to fraudulent credit card chargebacks. If You submit a chargeback request to the card issuer twice, and the issuer rules in InCorp’s favor both times, You agree that the entire amount owed shall become immediately payable and considered non-refundable. InCorp does not dispute legitimate chargebacks.

Any special or reduced product or service pricing in recognition of quantity or other consideration is provided with the understanding and acceptance that all invoices must be paid by the due date of the invoice. If an invoice with items billed at a special pricing rate is not paid by the due date, InCorp reserves the right, in its sole discretion, to revert pricing on those items to InCorp’s current, standard rates.

A \$15.00 processing fee will be billed to the client on every service of process document received in excess of 5 pages in length. Client is waived the \$15.00 fee on the first SOP fee on a document in excess of 5 pages on each entity if it is the first one received of the new year. Clients are invoiced for the \$15.00 fee the day the service is received if applicable.

A \$35.00 collection service charge fee will be assessed to cover fees and costs associated with third party collection action due to non-payment for the Services rendered in the event of Your failure to comply with Your obligations to satisfy the cancellation conditions in Section 6 above, in any of the circumstances outlined therein.

17. THIRD-PARTY WEBSITES

The Website is linked with the websites of third parties (“**Third-Party Websites**”), some of whom may have established relationships with InCorp and some of whom may not. InCorp does not have control over the content and performance of Third-Party Websites. INCORP HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES. ACCORDINGLY, INCORP DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES.

INCorp DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

18. RELIANCE ON THIRD-PARTY CONTENT

Opinions, advice, statements, or other information made available by means of the Website and Services by third parties, are those of their respective authors, and should not necessarily be relied on. Such authors are solely responsible for such content. INCORP DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY INFORMATION ON THE WEBSITE; OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE BY A THIRD-PARTY BY MEANS OF THE WEBSITE AND SERVICES. UNDER NO CIRCUMSTANCES WILL INCORP BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE OR TRANSMITTED TO OR BY ANY THIRD-PARTY.

19. OBJECTIONABLE CONTENT

You represent and warrant that you shall not use the Website or Services to upload, post, transmit, display, perform or distribute any content, information or materials that: (a) are libelous, defamatory, abusive, or threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage or threaten physical harm against another; (e) promote or glorify racial intolerance, use hate and/or racist terms, or signify hate towards any person or group of people; (f) glamorize the use of hard core illegal substances and drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other InCorp agreement or policy; or (i) is generally offensive or in bad taste, as determined by InCorp (collectively, “**Objectionable Content**”). INCORP DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE CONTENTS OF THE WEBSITE AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED HEREON. Without limiting any of its other remedies, InCorp reserves the right to terminate Your use of the Website and Services or Your uploading, posting, transmission, display, performance or distribution of Objectionable Content. InCorp, in its sole discretion, may delete any Objectionable Content from its servers. InCorp intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

20. PROHIBITED USES

InCorp imposes certain restrictions on Your use of the Website and the Services. You represent and warrant that you will not: (a) provide false, misleading or inaccurate information to InCorp; (b) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity; (c) name InCorp as the registered agent of a business entity without first registering such business entity with InCorp and paying all fees associated therewith; (d) for a business entity that InCorp acts as registered agent, name such business entity as the registered agent of additional, undisclosed business entities; (e) harvest or otherwise collect information about InCorp users, including email addresses and phone numbers; (f) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on third-party websites; (g) access content or data not intended for You, or log onto a server or account that You are not authorized to access; (h) attempt to probe, scan, or test the vulnerability of the Services, the Website, or any associated system or network, or breach security or authentication measures without proper authorization; (i) interfere or attempt to interfere with the use of the Website or Services by any other user, host or network, including, without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”; (j) use the Website or Services to send unsolicited e-mail, including without limitation promotions or advertisements for products or services; (k) forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the Website or Services; or (l) attempt to modify, reverse-engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the InCorp Parties in providing the Website or Services. Any violation of this section may subject You to civil and/or criminal liability, AND INCORP WILL PROSECUTE YOU TO THE FULLEST EXTENT OF THE LAW.

21. INTELLECTUAL PROPERTY

(a) Compliance with Law

You represent and warrant that, when using the Website and Services, You will obey the law and respect the intellectual property rights of others. Your use of the Website and Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE WEBSITE AND SERVICES. THE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS RESTS SOLELY WITH YOU.

(b) Trademarks

InCorp, InCorp.com and the InCorp logo (collectively, the “**InCorp Marks**”) are trademarks or registered trademarks of InCorp Services, Inc. Other trademarks, service marks, graphics, logos and domain names appearing on the Website may be the trademarks of third-parties. Neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to, or any license to reproduce or otherwise use, the InCorp Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the InCorp

Marks generated as a result of Your use of the Website and Services will inure to the benefit of InCorp Services, Inc, and You agree to assign, and hereby do assign, all such goodwill to InCorp Services, Inc. You shall not at any time, nor shall You assist others to, challenge InCorp Services, Inc's right, title, or interest in or to, or the validity of, the InCorp Marks.

(c) Copyrighted Materials; Copyright Notice

All content and other materials available through the Website and Services, including without limitation the InCorp logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by InCorp Services, Inc. or are the property of InCorp's licensors and suppliers. Except as explicitly provided, neither Your use of the Website and Services nor this Agreement grant You any right, title or interest in or to any such materials. Copyright © 1998 to the present, InCorp Services, Inc. ALL RIGHTS RESERVED.

(d) DMCA Policy

As InCorp asks others to respect InCorp's intellectual property rights, InCorp respects the intellectual property rights of others. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want InCorp to delete, edit, or disable the material in question, you must provide InCorp with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit InCorp to locate the material; (d) information reasonably sufficient to permit InCorp to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to InCorp's designated agent at: Attn: Copyright Agent, InCorp Services, Inc., 2360 Corporate Circle, Suite 400, Henderson, NV, 89074-7739.

22. DISCLAIMERS; LIMITATION OF LIABILITY

(a) NO WARRANTIES

INCORP, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCORP, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER INCORP NOR ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT INCORP WILL RECEIVE DOCUMENTS YOU UPLOAD TO INCORP'S SERVERS. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO CONFIRM RECEIPT BY INCORP OF DOCUMENTS UPLOADED TO INCORP'S SERVERS. NEITHER INCORP NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER FOR YOUR USE OF THE WEBSITE OR SERVICES.

(b) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE; BACKUP OF DATA

YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK. YOU WILL NOT HOLD INCORP OR ITS LICENSORS AND SUPPLIERS, AS APPLICABLE, RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS OR DATA. THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS.

IMPORTANTLY, YOU HEREBY ACKNOWLEDGE THAT A CATASTROPHIC DISK FAILURE OR OTHER EVENT COULD RESULT IN THE LOSS OF ALL OF THE DATA RELATED TO YOUR ACCOUNT. YOU AGREE AND UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA TO YOUR PERSONAL COMPUTER OR EXTERNAL STORAGE DEVICE AND TO ENSURE SUCH BACKUPS ARE SECURE.

(c) LIMITATION OF LIABILITY

THE LIABILITY OF INCORP AND ITS LICENSORS AND SUPPLIERS IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INCORP OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO INCORP OR ITS LICENSORS AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. ADDITIONALLY, THE MAXIMUM LIABILITY OF INCORP AND ITS LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES WILL BE EQUAL TO THE AGGREGATE PRICE YOU PAID TO INCORP DURING THE SIX MONTHS PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN INCORP AND YOU. THE WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. WITHOUT LIMITATION, YOU RELEASE INCORP FROM ALL LIABILITY REGARDING SERVICE OF PROCESS AFTER CANCELLATION AND/OR TERMINATION. THIS INCLUDES WITHOUT LIMITATION, A RELEASE OF ANY LEGAL LIABILITY TO YOU FOR INCORP'S REFUSAL TO ACCEPT SERVICE OF PROCESS ON YOUR BEHALF AFTER CANCELLATION AND/OR TERMINATION. For additional information, please see Section 29 regarding Removal of Registered Agency Upon Cancellation.

(d) APPLICATION

THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS DO NOT IN ANY WAY LIMIT ANY OTHER DISCLAIMER OF WARRANTIES OR ANY OTHER LIMITATION OF LIABILITY IN ANY OTHER AGREEMENT BETWEEN YOU AND INCORP OR BETWEEN YOU AND ANY OF INCORP'S LICENSORS AND SUPPLIERS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, WAIVERS AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. INCORP'S LICENSORS AND SUPPLIERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE DISCLAIMERS, WAIVERS AND LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE SHALL ALTER ANY OF THE DISCLAIMERS OR LIMITATIONS STATED IN THIS SECTION.

23. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that Your use of the Website and Services will be in accordance with this Agreement and any other InCorp policies, and with any applicable laws or regulations.

24. INDEMNITY BY YOU

Without limiting any indemnification provision of this Agreement, You agree to defend, indemnify and hold harmless InCorp and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors, assigns, and Industry Professionals (collectively, the "**Indemnified Parties**") from and against any and all claims, actions, demands, causes of action and other proceedings (collectively, "Claims"), including but not limited to legal costs and fees, arising out of or relating to: (i) Your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (ii) Your access to or use of the Website or Services; (iii) Your provision to InCorp or any of the Indemnified Parties of information or other data; or (iv) Your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by You of any Claim as to which You are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

25. GOVERNING LAW; JURISDICTION AND VENUE

The Website, Services, and this Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in Henderson, Nevada and shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its conflict of law principles. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE WEBSITE, SERVICES, OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN ABOVE. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

(a) Requirement of Arbitration.

You agree that any dispute, of any nature whatsoever, between You and InCorp arising out of or relating to the Website, Services, or this Agreement, shall be decided by neutral, binding arbitration before a representative of JAMS in Las Vegas, Nevada unless You and InCorp mutually agree to a different arbitrator, who shall render an award in accordance with the substantive laws of Nevada and JAMS' Streamlined Arbitration Rules & Procedures. A final judgment or award by the arbitrator may then be duly entered and recorded by the prevailing party in the appropriate court as final judgment. The arbitrator shall award costs (including, without limitation, the JAMS' fee and reasonable attorney's fees) to the prevailing party.

(b) Remedies in Aid of Arbitration; Equitable Relief.

This agreement to arbitrate will not preclude You or InCorp from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude You or InCorp from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN LAS VEGAS, NEVADA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

26. TERMINATION

(a) By InCorp

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, INCORP RESERVES THE RIGHT TO, IN INCORP'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY USE OF THE WEBSITE AND/OR SERVICES TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR ANY BREACH OR SUSPECTED BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

(b) Automatic Termination Upon Breach By You

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties or covenants. Such termination shall be automatic, and shall not require any action by InCorp.

(c) By You

You may terminate this Agreement and Your rights hereunder at any time, for any or no reason at all, by providing to InCorp notice of Your intention to do so, in the manner required by this Agreement.

(d) Effect of Termination

Any termination of this Agreement automatically terminates all rights and licenses granted to You under this Agreement, including all rights to use the Website and Services. Upon termination, InCorp may, but has no obligation to, in InCorp's sole discretion, rescind any services, including without limitation registered agent services, and/or delete from InCorp's systems all Your Personal Information and any other files or information that You made available to InCorp or that otherwise relate to Your use of the Website or Services. Subsequent to termination, InCorp reserves the right to exercise whatever means it deems necessary to prevent Your unauthorized use of the Website and Services, including without limitation technological barriers such as IP mapping and direct contact with Your Internet Service Provider.

(e) Legal Action

If InCorp, in InCorp's discretion, takes legal action against You in connection with any actual or suspected breach of this Agreement, InCorp will be entitled to recover from You as part of such legal action, and You agree to pay, InCorp's reasonable costs and attorneys' fees incurred as a result of such legal action. The InCorp Parties will have no legal obligation or other liability to You or to any third party arising out of or relating to any termination of this Agreement.

(f) Survival

Upon termination, all rights and obligations created by this Agreement will terminate, except that Sections 1-3, 5-9, 11-12, 14-15, 16, 17-24, 26-27, and 29 will survive any termination of this Agreement. For clarification, termination of this Agreement will not relieve You of Your obligation to pay any fees owed InCorp, including without limitation the fees outlined in Section 16.

27. NOTICES

All notices required or permitted to be given under this Agreement must be in writing. InCorp shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to InCorp. YOU BEAR THE SOLE RESPONSIBILITY OF ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH INCORP IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY INCORP OF AN EMAIL TO THAT ADDRESS. You shall give any notice to InCorp by means of: (i) hand delivery; (ii) certified U.S. mail, return receipt requested, postage prepaid; or (iii) overnight courier, each as send to 2360 Corporate Circle, Suite 400, Henderson, NV, 89074-7739. All notices to InCorp will be deemed received as follows: (i) if by hand-delivery, on the date of delivery; (ii) if delivery by U.S. mail, on the date of receipt appearing on a return receipt card; or (iii) if by overnight courier, on the date the receipt is confirmed by such courier service. You agree that any notice received from InCorp electronically satisfies any legal requirement that such notice be in writing.

28. GENERAL

This Agreement constitutes the entire agreement between InCorp and You concerning Your use of the Website and Services. This Agreement may only be modified by a written amendment signed by an authorized executive of InCorp or by the unilateral amendment of this Agreement by InCorp and by the posting by InCorp of such amended version. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of InCorp. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You and InCorp are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except for the InCorp Parties and the Indemnified Parties as and to the extent set forth in Sections 19, 21 and 25(e), and InCorp's licensors and suppliers as and to the extent expressly set forth in Section 21, there are no third-party beneficiaries to this Agreement. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third party rights by You would cause irreparable injury to InCorp and InCorp's licensors and suppliers, and would therefore entitle InCorp or InCorp's licensors or suppliers, as the case may be, to injunctive relief. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement.

29. REMOVAL OF REGISTERED AGENCY UPON CANCELLATION

Upon Cancellation, You agree to have InCorp removed as Registered Agent with any agencies in which You or Your registered entity have requested that InCorp be appointed for acceptance of service of process (the "Agencies"). You agree to provide InCorp with documentation sufficient to evidence that InCorp has been removed as Registered Agent for You or Your registered entity with the Agencies. You must provide such documentation prior to satisfying the condition for discontinuing Registered Agent services identified in Section 6 of this Agreement. You acknowledge that Your failure to provide the documentation required under this paragraph will result in a delay of Your satisfaction of the conditions in Paragraph 6 of this Agreement.

If, despite reasonable efforts, You cannot obtain sufficient documentation to evidence that InCorp has been removed as Registered Agent for You or Your registered entity, You may elect to sign the Cancellation Certification, available at the following link. You acknowledge that Your execution of the Cancellation Certification shall have the same effect as providing documentation under the previous paragraph and shall release InCorp of all liability to You or your registered entity occurring after the Effective Date regarding service of process and any other services provided for under this Agreement.

You acknowledge that upon completion of the obligations in this Section, You accept full responsibility for any service of process documents that are issued to or served on InCorp as Registered Agent for Client. In addition to all limitations of liability contained in Section 22 of this Agreement, You hereby release InCorp of all liability to You or your registered entity occurring after the Effective Date regarding service of process and any other services provided for under this Agreement.

Last Updated February 7, 2014

Date Accepted: November 29, 2014



Jerilan Greene

From IP Address: 168.182.1.254