

**By electronically signing this Agreement (clicking the box provided), or, by purchasing our service via our telephone sales team and subsequently receiving our Terms of Service**, you, our Celery Customer (the "Customer") agree to be bound by the provisions and terms of our Terms Of Service ("TOS"), Privacy Policy, Service Level Agreement ("SLA") and Acceptable Use Policy ("AUP") as described in Exhibit A.

## Exhibit A

### Terms of Service (TOS)

Celery, LLC ("The Company"), has a responsibility to protect each of our customers and provide them with our best possible service. We set the following guidelines to ensure this intent is met. In addition, we do not share or sell ANY customer information with or to anyone EVER.

Company agrees to furnish services to the Customer subject to the following TOS (Terms of Service). Within this TOS and AUP, the usage of "us," "we," "our," and "ours" shall constitute reference to the Company. "You," "your," "they" and "them" shall refer to the Customer.

Use of Company services constitutes acceptance and agreement to the company's AUP as well as the company's TOS (Terms of Service). All provisions of this contract are subject to the TOS of the Company's AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Customer understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

**Disclosure:** The AUP specifically prohibits the use of our service for illegal activities. The Company will only disclose subscriber information (such as assigned email addresses, account history, account use, etc.) to a law enforcement agent or official that provides an authentic subpoena.

**Intellectual Property Ownership:** If we assign a Customer an email address for the Customer's use, the right to use that email address shall belong only to us, and assigned to the Customer as long as the terms in the TOS and AUP are in compliance. Customer shall have no right to use that email address except as permitted by us at our sole discretion in connection with the Services, during the term of this Agreement. We shall maintain and control ownership of all email addresses that may be assigned to Customer by us, and we reserve the right to change or remove any and all such email addresses, in our sole and absolute discretion.

**Celery “Customers” and “Approved Users” -- Administrative and Use**

**Permissions and Passwords:** The Customer is the person who purchased the account, set the account name, account password and initial user settings, and is responsible for service payment and overage fees. If the Customer chooses to share account management permissions, the password and service access, it is at the Customer's own risk.

In the Customer’s signup process, the Customer, and by extension the Customer’s “Approved User(s)”, if any, agree to be bound by the TOS, including allowing Company to afford all customer service courtesies to the Approved User, including from time to time, re-sending emails and changing account settings. Customers and Approved Users will be required to provide the account password in order to receive resent emails and/or change important account information.

**Email Content Policy:** Our Customer Support Representatives (“CSR”) are prohibited and prevented from accessing or sharing any email content, sent or received. CSR’s can view the information in the top three (3) inches of the first page (3” below the top of the page) in order to clarify the email address(es) and other necessary email & fax processing details.

Upon request, and at our sole discretion, a CSR can, in some cases, resend email messages to the Customer. Under no circumstances will we forward email messages to anyone other than the Customer and/or Approved User. A password will be required.

**Contact & Billing Information:** Customer must provide us with accurate and up-to-date contact and billing information.

**Annual Black & White: Page Sends and Receives Limit:** If you purchase the Annual Plan, your credit card on file will be charged automatically once per year for your convenience, until you cancel or if the account is terminated by us. Your Celery account is subject to a maximum total combined 1,200 sent and received pages limit per annum (the "Annual Maximum"). If the annual received and/or sent maximums are reached prior to the account’s anniversary cycle date, the Company will automatically renew the annual service with the credit card on file. If there is no credit card on file, the service will be terminated. Messages sent to the User from the Company’s customer service department are NOT counted in the Annual Maximum amount.

**Monthly Black & White Plan: Page Sends and Receives Limit:** If you purchase the Monthly Plan, your credit card on file will be charged automatically every month for your convenience, until you cancel or if the account is terminated by us. Your Celery account is subject to a maximum total combined 100 sent and received pages limit per month (the "Monthly Maximum"). If the monthly received and/or sent maximums are reached prior to the account’s monthly cycle date, the Company will automatically renew the monthly service with the credit card on file.

If there is no credit card on file, the service will be terminated. Messages sent to the User from the Company's customer service department are NOT counted in the Monthly Maximum amount.

**Overage Fees:** None.

**Annual COLOR Plan: Page Sends and Receives Limit:** If you purchase the Annual Plan, your credit card on file will be charged automatically once per year for your convenience, until you cancel or if the account is terminated by us. Your Celery account is subject to a maximum total combined 1,200 sent and received pages limit per annum (the "Annual Maximum"). If the annual received and/or sent maximums are reached prior to the account's anniversary cycle date, the Company will automatically renew the annual service with the credit card on file.

If there is no credit card on file, the service will be terminated. Messages sent to the User from the Company's customer service department are NOT counted in the Annual Maximum amount.

**Monthly COLOR Plan: Page Sends and Receives Limit:** If you purchase the Monthly Plan, your credit card on file will be charged automatically every month for your convenience, until you cancel or if the account is terminated by us. Your Celery account is subject to a maximum total combined 100 sent and received pages limit per month (the "Monthly Maximum"). If the monthly received and/or sent maximums are reached prior to the account's monthly cycle date, the Company will automatically renew the monthly service with the credit card on file. If the color allotment is used up before the cycle date, any additional pages received in color shall be received in black & white.

If there is no credit card on file, the service will be terminated. Messages sent to the User from the Company's customer service department are NOT counted in the Monthly Maximum amount.

**Overage Fees:** None.

**"Free Trial Periods":** In the case of a free trial period, in all instances, Customer is limited to the Monthly Maximum. If the Monthly Maximum is reached and/or is exceeded before the 30-day service period ends, the Company automatically charges the Customer's credit card on file in the amount of the next monthly renewal fee for another 30-day period. In the event that there is no credit card on file, Company reserves the right to terminate the service when the Monthly Maximum is reached.

**Billing and Fees:** Accounts not paid by the due date are subject to a \$12.50 late fee. Service will be interrupted on accounts that reach 5 days past due. Service will be terminated on accounts that reach 15 days past due, or earlier if the prorated Monthly Maximum page limit is reached. If any terms or conditions fail to be followed the account in question will be automatically deactivated. All credit

card accounts are to be automatically billed on their anniversary date (or set monthly date) unless otherwise pre-arranged by the Customer. We are not responsible for any fees assessed to the Customer by their bank as a result of the Customer's account being charged.

**Disputes and Failure to Pay:** All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Company's sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay an "Administrative Fee" of not more than \$15. The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

**First 30-Days Guarantee Period:** All accounts are entitled to an unconditional money back guarantee 30 days from the date of initial purchase. If you wish to cancel your account and receive a full refund within 30 days of the date you initially signed up, please call us at 1-877-834-4481.

**Refunds:** We will process and apply credits or refunds by check within 30 days of submission.

**Device Guarantee, only if you purchase a device directly from the Company:** There is a one-year warranty. This warranty does not include cartridges or paper. We are not responsible if the machine is not properly cared for or mishandled, in our discretion, by the Customer or User.

**Cancellation:** All cancellations must be accomplished by calling 1-877-834-4481. While there are no cancellation fees, you must cancel prior to your next billing cycle. Payments made up to your cancellation date are not refundable unless you are canceling within the initial 30 days Guarantee Period. You are obligated to pay for your account even if you do not use it. An unused account still uses system resources that could be used for other customers. If you have a past-due balance on your account at the time the account is closed (either by your request or due to non-payment), the remaining balance must be paid within 30 days of when the account is closed. If we do not receive payment on the remaining balance in that time, we will begin efforts to collect any fees owed. We apply a \$25.00 collection fee to cover our costs in attempting to collect your debt. If our internal collection efforts fail, we reserve the right to turn the account over to a 3rd-party (either collections agency or attorney) for further action. **We reserve the right to report your unpaid balance to credit reporting agencies. Unpaid invoices may affect your credit rating.** If client disputes justified charges by us on his/her credit card (chargeback), we have the right to charge a \$25 administration fee in addition to late fees and immediately discontinue service. We do not offer refunds for services after the initial thirty (30) days of service.

**Liability and Warranty:** We are not responsible for any damages that the Customer or the Customer's business may suffer due to service downtime, mistakes in sending emails or non-performance. We do not make implied or written warranties for any of our services. Company denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by us. The client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Customer and/or Approved User agree that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company, including our equipment and/or software. You further acknowledge that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Customer for services during the period damages occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

**Refusal of Service:** We reserve the right to refuse, cancel, or suspend service at our sole discretion at any time.

**Modifications:** All terms may be modified at any time without notice. All Customers are always subject to the newest terms posted here at all times. It is the Customer's responsibility to be aware of the latest terms of service and other policies at all times. We may, when possible, elect to notify Customers of updates or changes to our policies in various mediums available including but not limited to; email, forums, or fax.

## Privacy Policy

For information, questions or comments, please email [info@Celery.com](mailto:info@Celery.com) or call customer service at 1-877-834-4481.

For each visitor to our Web page, our Web server automatically recognizes only the consumer's domain name, but not the e-mail address (where possible). We collect only the domain name, but not the e-mail address of visitors to our Web page, the e-mail addresses of those who communicate with us via e-mail, aggregate information on the pages consumers access or visit. The information we collect is used for internal review, and is not shared with other organizations for commercial purposes - ever.

With respect to cookies: We use cookies to record session information, such as items that consumers add to their shopping cart, customize Web page content based on visitors' browser type or other information that the visitor sends.

With respect to Ad Servers: We do not partner with or have special relationships with any ad server companies. From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post the policy changes to our Web site to notify you of these changes. If you are concerned about how your information is used, you should check back at our Web site periodically.

With respect to Security: We always use industry-standard encryption technologies when transferring and receiving consumer data exchanged with our site. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site. If you feel that this site is not following its stated information policy, you may contact state or local chapters of the Better Business Bureau.

## Service Level Agreement (SLA)

To be eligible for this SLA, your account must be in good standing. All requests for credit or refunds must fulfill these requirements:

- Customer must speak to a Customer Service Representative
- Request must be submitted within 7 days of the issue in question

**Service Guarantee** We are not responsible for outages or circumstances beyond our control. The following are excluded from the calculation of Service Availability: - Scheduled downtime or maintenance - Traffic conditions on the internet or phone line(s) outside our network - ISP or local problems such as Browser or DNS caching - DOS, Attacks, Exploits or hacked servers, an outage from an upstream facility outside of our network, Customer abuse or over utilization of resources. Occasionally servers and systems must be brought down for routine maintenance and upgrades to ensure that your device will perform optimally. However, we strive to keep such service interruptions to a minimum. Scheduled service outages do not qualify for this guarantee.

## Acceptable Use Policy (AUP)

Company, provides services to a large number of customers. We have a responsibility to protect each customer and provide the best services available. The following guidelines have been established to ensure this intent is met.

Celery, LLC (the "Company") agrees to furnish services to the Customer, subject to the following AUP (Acceptable Use Policy). From herewith in this AUP and TOS, the usage of "us", "we", "our", "ours" shall constitute reference to Company, the usage of "you", "your", "they", "them" shall refer to our Customers.

Use of Company services constitutes acceptance and agreement to the Company's AUP as well as the company's TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of Company and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Customer understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

**Content :** All services provided by Company may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. Company is not responsible for any claims resulting from the use of our service. This is also true for email content that promotes any illegal activity or content that may be damaging to our servers or any other server on the internet. This also includes, but not limited to, copyrighted material or material protected by trade secrets and other statutes. We will cooperate with all United States Federal, State or City law enforcement agents in any investigation into a Customer's account. The Company will only disclose subscriber information (such as assigned email addresses, account history, account use, etc.) to a law enforcement agent or official that provides an authentic subpoena.

**The following constitute violations :**

**Threats and unlawful conduct:** Use of our service to transmit any material (by e-mail or otherwise) that threatens or encourages bodily harm or destruction of property. Use of our services to transmit any material (by e-mail or otherwise) that harasses another.

**Resource Usage:** If our system administrators determine that a customer's account is utilizing an unacceptable amount of system resources, we may temporarily deactivate the account in question. We may contact the Customer to offer alternative solutions for their accounts and make our best attempt to keep their account active without degradation to other Customers' services. The Company is the sole arbiter as to what constitutes a violation of this provision.

**Fraud:** Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters", adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Activity involving a knowing

misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it, is considered fraud.

**Attacks and Exploits:** Any activity which affects the ability of other people or systems to use any services or other internet services. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. We will not tolerate any customer attempting to access the accounts of others.

**Commercial Advertising- Email (SPAM) :** Spamming, or the sending of unsolicited email, from a Company server or using an email address that is maintained by us is STRICTLY prohibited and will qualify you for immediate deactivation with no refund. Company will be the sole arbiter as to what constitutes a violation of this provision.

**Server abuse:** Any attempts to undermine or cause harm to any Company server or customer of ours is strictly prohibited. Use of our service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of our or another entity's computer software or hardware, electronic communications system, or telecommunications system is strictly prohibited.

**Back-ups:** Company performs backups on all of our servers to ensure critical files are never lost. The back-up restoration is for emergency procedures only. We are not responsible for lost data, time, income or any other resource due to lost data. Our policy is to "shred" all email data every 30 days to ensure customer privacy. We will only keep information when required to do so by law.

**Security:** You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your Company account. Sharing your password and account access with unauthorized users is prohibited. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

We reserve the right to revise, amend, or modify this AUP and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our TOS (Terms of Service).