

Live Mobile Technology Inc. - Terms & Conditions

Review our Online web hosting, product sales & services, refunds, & return policies for Live Mobile Technology Inc (“TERMS”)

For a complete comprehensive terms and conditions for Web and Other Service Click on the link below:

http://services.livemobiletechnology.com/legal-agreements.aspx?ci=1911&prog_id=509453

U.S. Sales and Refund Policy

Thanks for shopping at Live Mobile Technology. We appreciate the fact that you like to buy the cool stuff we build or Sale. We also want to make sure you have a rewarding experience while you're exploring, evaluating, and purchasing our products, whether you're at the Live Mobile Technology Online Store, in an Live Mobile Technology Retail Store, or on the phone with the Live Mobile Technology Contact Center. (To make it visually easier on both of us, we'll refer to these entities as the “Live Mobile Technology Store” in this policy.)

As with any shopping experience, there are terms and conditions that apply to transactions at an Live Mobile Technology Store. We'll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at an Live Mobile Technology Store, you agree to the terms set forth below along with Live Mobile Technology's Privacy Policy and Terms of Use.

Standard Return Policy

We fundamentally believe you will be thrilled with the products you purchase from the Live Mobile Technology Store. That's because we go out of our way to ensure that they're designed and built to be just what you need. We understand, however, that sometimes a product may not be what you expected it to be. In that unlikely event, we invite you to review the following terms related to returning a product.

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we'll exchange it or offer a refund based upon the original payment method. In addition, please note the following:

- Products can be returned only in the country in which they were originally purchased.

- The following products are not eligible for return: electronic software downloads, subscriptions to the Software-Up-To-Date program, Live Mobile Technology Store Gift Cards, and any Live Mobile Technology Developer Connection products.
- For returns to an Live Mobile Technology Retail Store for cash, cash equivalent, and check transactions over \$750, Live Mobile Technology will mail a refund check to you within 10 business days.
- Should you wish to return ten or more of the same product, you must return to the Live Mobile Technology Store where originally purchased.
- In the case of items returned with a gift receipt, Live Mobile Technology will offer you an Live Mobile Technology Gift Card.
- Opened software cannot be returned if it contained a seal with the software license on the outside of the package and you could read the software license before opening its packaging. As an exception, you may return Live Mobile Technology-branded software if you do not agree to the licensing terms; however, you may not retain or otherwise use any copies of returned software.
- Live Mobile Technology provides security features to enable you to protect your product in case of loss or theft. If these features have been activated and cannot be disabled by the person in possession of the phone, Live Mobile Technology may refuse the return or exchange.
- For complete details on how to return a product purchased at the Live Mobile Technology Store please visit the Returns & Refunds page.

Return of Live Mobile TechnologyCare+ under an iPhone Upgrade Program

Should you return the Live Mobile TechnologyCare+ portion of your iPhone Upgrade Program, please note that you will lose your Upgrade Option as set forth under the terms of the iPhone Upgrade Program.

iPhone and iPad Returns – Wireless Service Cancellation

Wireless carriers have different service-cancellation policies. Returning your iPhone or iPad may not automatically cancel or reset your wireless account; you are responsible for your wireless service agreement and for any applicable fees associated with your wireless account. Please contact your wireless service provider for more information.

Live Mobile Technology Watch Returns

Live Mobile Technology Watch from the Edition collection may only be returned or exchanged if it's in its original, undamaged and unmarked condition after passing inspection at Live Mobile Technology's offsite facility. Depending on your original form of tender, a check, wire transfer, or refund to your debit/credit card will be issued within 10 business days provided the returned item is in its original condition.

Making unauthorized modifications to the software on an iPhone violates the iPhone software license agreement. The common term for modifying an iPhone is jail-breaking, with a particular emphasis on the second part of that term. That's why we strongly, almost emphatically, recommend that you do not do so. Really. Should you be unable to use your iPhone due to an unauthorized software modification, its repair will not be covered under the warranty.

Pricing and Price Reductions/Corrections

Live Mobile Technology reserves the right to change prices for products displayed at/on the Live Mobile Technology Store at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the Payment & Pricing page. In the event you have been charged more than the posted price for a product in an Live Mobile Technology Retail Store, please see a Manager for a refund of the overcharge.

Should Live Mobile Technology reduce its price on any Live Mobile Technology-branded product within 14 calendar days from the date you receive your product, feel free to visit an Live Mobile Technology Retail Store or contact the Live Mobile Technology Contact Center at 1-800-676-2775 to request a refund or credit of the difference between the price you were charged and the current selling price. To receive the refund or credit you must contact Live Mobile Technology within 14 calendar days of the price change. Please note that this excludes limited-time price reductions, such as those that occur during special sales events, such as Black Friday or Cyber Monday.

Price protection is only available for up to 10 units of a particular product. Additionally, we may require that you have the product with you or otherwise have proof of possession when requesting price protection.

Prices shown are in U.S. dollars. If you are paying for your order with an international Visa, MasterCard, or American Express credit card, please note that the purchase price may fluctuate with exchange rates. In addition, your bank or credit card issuer may also charge you foreign conversion charges and fees, which may also increase the overall cost of your purchase. Please contact your bank or credit card issuer regarding these fees.

Order Acceptance/Confirmation

Live Mobile Technology may, in its sole discretion, refuse or cancel any order and limit order quantity. Live Mobile Technology may also require additional qualifying information prior to accepting or processing any order. Once we receive your Online or Call Center order, we'll provide you with an email order confirmation. Your receipt of an order confirmation, however, does not signify Live Mobile Technology's acceptance of your order, nor does it constitute confirmation of our offer to sell; we are simply confirming that we received your order. The Live Mobile Technology Store reserves the right at any time after receiving your order to accept or decline your order for any reason. If Live Mobile Technology cancels an order after you have already been billed, Live Mobile Technology will refund the billed amount.

Shipping & Delivery

The Shipping & Pickup is about how and when you will receive the products you purchased from the Live Mobile Technology Store. Since the actual delivery of your order can be impacted by many events beyond Live Mobile Technology's control once it leaves our facilities, Live Mobile Technology cannot be held liable for late deliveries. We will, however, work with you to ensure a smooth delivery. Once your payment is made by the payment methods we offer, it normally takes within 24 to 48 hours to prepare to ship out the product. Once the product is shipped out, we will send you an email tracking number for you to track your package. Please call us to check the status of your order or if you have any questions. We can be reached at 281.745.6466. Or email us at info@livemobiletechnology.com.

In-Store Pickup and Return

Live Mobile Technology offers in-store pickup for many of the items available on the Online Store. Certain products and payment methods, however, may not qualify for in-store pickup. Only you or the person designated by you may pick up the item(s) purchased. A government-issued photo ID and order number will be required for pickup. Live Mobile Technology will notify you when your order is ready and the date by which you need to pick up your items. We'll also send you a reminder or two, just in case it slips your mind. If you don't pick up your order, Live Mobile Technology may cancel it.

Pickup Contact

If you select in-store pickup, you may designate a third party to pick up your order. You must provide the name and email address of the third party. Please note that certain products and payment methods are not eligible for in-store pickup by a third party. The third party will need to bring a government issued photo ID and order number for pickup. Live Mobile Technology is not responsible for actions taken by the third party once your item(s) have been picked up.

Consumers Only

The Live Mobile Technology Store sells and ships products to end-user customers only, and we reserve the right to refuse or cancel your order if we suspect you are purchasing products for resale.

U.S. Shipping Only

Products purchased online from Live Mobile Technology will only be shipped to addresses within the U.S. and are subject to U.S. and foreign export control laws and regulations. Products must be purchased, sold, exported, re-exported, transferred, and used in compliance with these export laws and regulations.

Product Availability and Limitations

Given the popularity and/or supply constraints of some of our products, Live Mobile Technology may have to limit the number of products available for purchase. Trust us, we're building them as fast as we can. Live Mobile Technology reserves the right to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when Live Mobile Technology confirms your order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product you ordered, Live Mobile Technology will cancel the order and refund your purchase price in full.

WEBSERVICE Terms of Service

These Terms of Service (the "Agreement") are an agreement between www.livemobiletechnology.com, ("Live Mobile Technology Inc." or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Live Mobile Technology Inc. and of the www.livemobiletechnology.com website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

1. Additional Policies and Agreements

1. Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.

1. Privacy Policy

2. Acceptable Use Policy

3. Copyright Infringement Policy

2. Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

2. Account Eligibility

1. By registering for or using the Services, you represent and warrant that:

1. You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.

2. If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.

2. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for

your account, including any domain accounts is accurate, correct and complete at all times. Live Mobile Technology Inc. is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, please contact our sales team via email or update your contact information through the Live Mobile Technology Inc. Billing and Support System. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.

3. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

4. Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

3. Transfers

1. Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. The free transfer service is available for thirty (30) days from your sign up date. Transfers outside of the thirty (30) day period will incur a charge; please contact a member of our Transfers department to receive a price quote. In no event shall Live Mobile Technology Inc. be held liable for any lost or missing data or files resulting from a transfer to or from Live Mobile Technology Inc.. You are solely responsible for backing up your data in all circumstances.

4. Live Mobile Technology Inc. Content

1. Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Live Mobile Technology Inc. Content"), are the proprietary property of Live Mobile Technology Inc. or Live Mobile Technology Inc.'s licensors. Live Mobile Technology Inc. Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement.

You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Live Mobile Technology Inc. Content. Any use of Live Mobile Technology Inc. Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any Live Mobile Technology Inc. Content. All rights to use Live Mobile Technology Inc. Content that are not expressly granted in this Agreement are reserved by Live Mobile Technology Inc. and Live Mobile Technology Inc.'s licensors.

5. User Content

1. You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to Live Mobile Technology Inc. that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to Live Mobile Technology Inc. a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, Live Mobile Technology Inc. does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

2. Live Mobile Technology Inc. exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through Live Mobile Technology Inc.'s computers, network hubs and points of presence or the Internet. Live Mobile Technology Inc. does not monitor User Content. However, you acknowledge and agree that Live Mobile Technology Inc. may, but is not obligated to, immediately take any corrective action in Live Mobile Technology Inc.'s sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that Live Mobile Technology Inc. shall have no liability due to any corrective action that Live Mobile Technology Inc. may take.

6. Third Party Products and Services

1. Third Party Providers

2. Live Mobile Technology Inc. may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions

and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

Live Mobile Technology Inc. does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. Live Mobile Technology Inc. is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

3. Live Mobile Technology Inc. as Reseller or Licensor

4. Live Mobile Technology Inc. may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-Live Mobile Technology Inc. Products"). Live Mobile Technology Inc. shall not be responsible for any changes in the Services that cause any Non-Live Mobile Technology Inc. Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Live Mobile Technology Inc. Products, either sold, licensed or provided by Live Mobile Technology Inc. to you will not be deemed a breach of Live Mobile Technology Inc.'s obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-Live Mobile Technology Inc. Product are limited to those rights extended to you by the manufacturer of such Non-Live Mobile Technology Inc. Product. You are entitled to use any Non-Live Mobile Technology Inc. Product supplied by Live Mobile Technology Inc. only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-Live Mobile Technology Inc. Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-Live Mobile Technology Inc. Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

5. Third Party Websites

6. The Services may contain links to other websites that are not owned or controlled by Live Mobile Technology Inc. ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

7. Prohibited Persons (Countries, Entities, And Individuals).

1. The U.S. Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. Unless otherwise provided with explicit permission, Live Mobile Technology Inc. also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any Sanctioned Country.

8. Account Security and Live Mobile Technology Inc. Systems.

1. It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.

2. The Services, including all related equipment, networks and network devices are provided only for authorized customer use. Live Mobile Technology Inc. may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

3. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. Live Mobile Technology Inc. may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.

4. Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by Live Mobile Technology Inc. of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, Live Mobile Technology Inc. may clean-up your account for an additional fee.

9. HIPAA Disclaimer. We are not "HIPAA compliant."

1. You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access

to sensitive data, such as information about children or medical or health information. Live Mobile Technology Inc. does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that Live Mobile Technology Inc. is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact info@livemobiletechnology.com.

10. Compatibility with the Services

1. You agree to cooperate fully with Live Mobile Technology Inc. in connection with Live Mobile Technology Inc.'s provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Live Mobile Technology Inc. is not responsible for any delays due to your failure to timely perform your obligations.
2. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by Live Mobile Technology Inc. to provide the Services, which may be changed by Live Mobile Technology Inc. from time to time in our sole discretion.
3. You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. Live Mobile Technology Inc. does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

11. Billing and Payment Information

1. Prepayment.
2. It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.
3. Autorenewal.
4. Unless otherwise provided, you agree that until and unless you notify Live Mobile Technology Inc. of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.
5. Taxes.
6. Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to Live Mobile

Technology Inc.'s invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

7. Late Payment.

8. All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Live Mobile Technology Inc. may suspend or terminate your account and pursue the collection costs incurred by Live Mobile Technology Inc., including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Live Mobile Technology Inc. will not activate new orders or activate new packages for customers who have an outstanding balance on their account.

9. Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment we do not automatically reactivate the dedicated servers. Contact Live Mobile Technology Inc. directly after you make a late payment to reactivate the dedicated server.

10. Domain Payments.

11. It is solely your responsibility to notify Live Mobile Technology Inc.'s Billing department via a support ticket created from <http://www.livemobiletechnology.com> after purchasing a domain. Domain renewal notices are provided as a courtesy reminder and Live Mobile Technology Inc. is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed thirty (30) days before the renew date.

12. Fraud.

13. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. Live Mobile Technology Inc. may report any such misuse or fraudulent use, as determined in Live Mobile Technology Inc.'s sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

14. Invoice Disputes.

15. You have ninety (90) days to dispute any charge or payment processed by Live Mobile Technology Inc.. If you have any questions concerning a charge on your account, our billing department directly for assistance.

12. Money-back Guarantee

1. Dedicated Servers.

2. There are no refunds on dedicated servers. The forty-five (45) day money-back guarantee does not apply to dedicated servers.

3. Managed shared, VPS and Reseller Services.

4. Live Mobile Technology Inc. offers a forty-five (45) day money-back guarantee for Live Mobile Technology Inc.'s managed shared, VPS, and reseller hosting services only. Subject to the terms described in Section 13 below, if you are not completely satisfied with these hosting

services and you terminate your account within forty-five (45) days of signing up for the Services, you will be given a full refund of the amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to administrative fees, install fees for custom software or other setup fees, or to any fees for any other additional services.

13. Cancellations and Refunds

1. Payment Method.

2. No refunds will be provided if you use any of the following methods of payment: bank wire transfers, Western Union payments, checks and money orders. If you use any of these payment methods, any applicable credit will be posted to your hosting account instead of a refund.

3. Money-back Guarantee.

4. If an account with a forty-five (45) day money-back guarantee is purchased and then cancelled within the first forty-five (45) days of the beginning of the term (the "Money-Back Guarantee Period"), you will, upon your written request to the Live Mobile Technology Inc. Support Team (the "Refund Request") within ninety (90) days of such termination or cancellation ("Notice Period"), receive a full refund of all basic shared, VPS and reseller hosting fees previously paid by you to Live Mobile Technology Inc. for the initial term ("Money-Back Guarantee Refund"); provided that such Money-Back Guarantee Refund shall be due to you only upon your compliance with, and subject in all respects to the terms and conditions of, this Section 13. Requests for these refunds must be made in writing to the Live Mobile Technology Inc. Support Team. Refunds will only be issued for basic shared, VPS and reseller hosting services and will not include administrative fees, install fees for custom software or other setup fees, nor will they include any fees for any other additional services. Money Back Guarantee Refunds will not accrue, and shall not be paid under any circumstances, if you do not provide the applicable Refund Request within the Notice Period.

5. Refund Eligibility.

6. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.

7. Non-refundable Products and Services.

8. There are no refunds on dedicated servers, administrative fees, and install fees for custom software. Please note that domain refunds will only be considered if the domain was ordered in conjunction with a hosting package and will be issued at Live Mobile Technology Inc.'s sole discretion. Any refunds issued for domain names will be reduced by the market value of the gTLD. Purchases of ccTLDs are non-refundable.

9. Cancellation Process.

10. You may terminate or cancel the Services by giving Live Mobile Technology Inc. written notice via email. In such event: (i) you shall be obligated to pay all fees and charges accrued

prior to the effectiveness of such cancellation and (ii) Live Mobile Technology Inc. may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement.

Once we receive your cancellation form and have confirmed all necessary information with you via email, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject line for your reference and for verification purposes. You should immediately receive an automatic email with a tracking number stating that "Your request has been received...." Live Mobile Technology Inc. will confirm your request and process your cancellation shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation form, please contact us immediately via phone. We require all cancellations to be done through the online form in order to (a) confirm your identity, (b) confirm in writing that you are prepared for all of your files and emails to be removed, and (c) document the request. This process aims to reduce the likelihood of mistakes, fraudulent/malicious requests, and to ensure that you are aware that your files, emails, and account may be removed immediately and permanently after a cancellation request is processed.

Cancellations for shared and reseller accounts will be effective on the account's renewal date. Cancellations for dedicated and VPS accounts will be effective immediately.

11. Domains.

12. Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify Live Mobile Technology Inc.'s Billing department via a support ticket created from <http://www.livemobiletechnology.com> to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

13. Foreign Currencies.

14. Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and Live Mobile Technology Inc. is not responsible for any change in exchange rates between the time of payment and the time of refund.

15. Termination

16. Live Mobile Technology Inc. may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm Live Mobile Technology Inc. or others or cause Live

Mobile Technology Inc. or others to incur liability, as determined by Live Mobile Technology Inc. in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, Live Mobile Technology Inc. shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, Live Mobile Technology Inc. may charge you for all fees due for the Services for the remaining portion of the then current term.

17. UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

14. CPU, Bandwidth and Disk Usage

1. Permitted CPU and Disk Usage.

2. All use of hosting space provided by Live Mobile Technology Inc. is subject to the terms of this Agreement and the Acceptable Use Policy.

1. Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. Live Mobile Technology Inc. expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. Live Mobile Technology Inc. may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of Live Mobile Technology Inc.'s terms and conditions.

2. Dedicated and VPS usage is limited by the resources allocated to the specific plan that you have purchased.

3. Bandwidth Usage.

4. Shared servers are not limited in their bandwidth allowance. Unlimited bandwidth usage is not available for resellers, dedicated or VPS servers, which are subject to the terms of the plan you purchased and can be viewed in your control panel.

15. Uptime Guarantee.

16. Reseller Terms and Client Responsibility

1. Resellers shall ensure that each of their clients complies with this Agreement.

2. Resellers are responsible for supporting their clients. Live Mobile Technology Inc. does not provide support to clients of Live Mobile Technology Inc.'s resellers. If a reseller's client contacts Live Mobile Technology Inc., Live Mobile Technology Inc. reserves the right to place a reseller client account on hold until the reseller can assume responsibility for the reseller's client. All support requests must be made by the reseller on its client's behalf for security purposes.

3. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Live Mobile Technology Inc. will hold any reseller responsible for any of their client's actions that violate the law or this Agreement.

4. Live Mobile Technology Inc. is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify Live Mobile Technology Inc. from and against any and all claims made by any User arising from the reseller's acts or omissions.
5. Live Mobile Technology Inc. reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by Live Mobile Technology Inc..
6. Resellers in the Live Mobile Technology Inc. Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

17. Shared (non-reseller accounts)

- Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

18. Dedicated Servers

- Live Mobile Technology Inc. reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets. Live Mobile Technology Inc. reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than ten (10) days may be subject to deletion which will result in the loss of all data on the server. Live Mobile Technology Inc. will not be liable for any loss of data resulting from such deletion.

19. Price Change

- Live Mobile Technology Inc. reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by Live Mobile Technology Inc. through the user billing tool or through other methods of communication, including notices sent or posted by Live Mobile Technology Inc..

20. Coupons

- Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be

tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

21. Limitation of Liability

- IN NO EVENT WILL Live Mobile Technology Inc. ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF Live Mobile Technology Inc. IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Live Mobile Technology Inc.'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO Live Mobile Technology Inc. FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

22. Indemnification

- You agree to indemnify, defend and hold harmless Live Mobile Technology Inc., our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

23. Arbitration

- By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by Live Mobile Technology Inc. and will be held at the AAA location chosen by Live Mobile Technology Inc. in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Live Mobile Technology Inc. will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The

arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and Live Mobile Technology Inc. alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against Live Mobile Technology Inc. in violation of this paragraph, you agree to pay Live Mobile Technology Inc.'s reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

24. Independent Contractor

- Live Mobile Technology Inc. and User are independent contractors and nothing contained in this Agreement places Live Mobile Technology Inc. and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

25. Governing Law; Jurisdiction

- Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

26. Disclaimer

- Live Mobile Technology Inc. shall not be responsible for any damages your business may suffer. Live Mobile Technology Inc. makes no warranties of any kind, expressed or implied for the Services. Live Mobile Technology Inc. disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by Live Mobile Technology Inc. or our employees.

27. Backups and Data Loss

- Your use of the Services is at your sole risk. Live Mobile Technology Inc.'s backup service runs once a week and overwrites any of our previous backups. Only one week

of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at Live Mobile Technology Inc.'s sole discretion. Live Mobile Technology Inc. does not maintain backups of dedicated accounts. Live Mobile Technology Inc. is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Live Mobile Technology Inc.'s servers.

Any shared account using more than 20 gigs of disk space will be removed from our off site weekly backup with the exception of databases continuing to be backed up. All data will continue to be mirrored to a secondary drive to help protect against data loss in the event of a drive failure.

28. Limited Warranty

- THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, Live Mobile Technology Inc. AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. Live Mobile Technology Inc. AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. Live Mobile Technology Inc. AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

29. Disclosure to Law Enforcement

- Live Mobile Technology Inc. may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

30. Entire Agreement.

- This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

31. Headings.

- The headings herein are for convenience only and are not part of this Agreement.

32. Changes to the Agreement or the Services

- Live Mobile Technology Inc. may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the Live Mobile Technology Inc. website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.
- Live Mobile Technology Inc. reserves the right to modify, change, or discontinue any aspect of the Services at any time.

33. Severability

- If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

34. Waiver

- No failure or delay by you or Live Mobile Technology Inc. to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

35. Assignment; Successors

- You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of Live Mobile Technology Inc.. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. Live Mobile Technology Inc. may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in

performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

36. Force Majeure

- Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

37. Third-Party Beneficiaries

- Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.