



West Winds Web Creations
"Dedicated Artisans Capturing The Imagination"

WWW.WEBCREATIONS.COM
UNIVERSAL TERMS
OF INTERNET WEB
SERVICES AGREEMENT

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WEST WINDS WEB CREATIONS UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised: April 1, 2014

PLEASE READ THIS UNIVERSAL TERM OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this “Agreement”) is entered into by and between ACP And Associates, an AZ individual ("West Winds Web Creations") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the “Services”), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and agreements, which are incorporated herein by reference:

1. Privacy Policy
2. Subpoena Policy
3. Dispute On Transfer Away Form
4. Uniform Domain Name Dispute Resolution Policy
5. ICANN Transfer Dispute Resolution Policy
6. Trademark and/or Copyright Infringement Policy

The terms “we”, “us” or “our” shall refer to West Winds Web Creations. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

West Winds Web Creations may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, West Winds Web Creations may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Account") information current. West Winds Web Creations assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. ELIGIBILITY; AUTHORITY

This Site and the Services found at this Site are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services found at this Site, you represent and warrant that you are

- 1st. at least eighteen (18) years of age,
- 2nd. otherwise recognized as being able to form legally binding contracts under applicable law, and
- 3rd. are not a person barred from purchasing or receiving the Services found at this Site under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity.

If, after your electronic acceptance of this Agreement, West Winds Web Creations finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. West Winds Web Creations shall not be liable for any loss or damage resulting from West Winds Web Creations' reliance on any instruction, notice, document or communication reasonably believed by West Winds Web Creations to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, West Winds Web Creations reserves the right (but undertakes no duty) to require additional authentication from you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services found at this Site, you will have to create an Account. You represent and warrant to West Winds Web Creations that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If West Winds Web Creations has reason to believe that your Account information is untrue, inaccurate, out-of-date, or incomplete, West Winds Web Creations reserves the right, in its sole and absolute discretion, to suspend or terminate your Account.

You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, West Winds Web Creations recommends that you change your password and shopper PIN at least once every six (6) months for each Account, you have with West Winds Web Creations.

You must notify West Winds Web Creations immediately of any breach of security or unauthorized use of your Account. West Winds Web Creations will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss West Winds Web Creations or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services available at this Site on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement.

You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

You acknowledge and agree that we have no control over the availability of this Site or the Service available at this Site on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services found at this Site[...], including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
2. You will not collect or harvest (or permit anyone else to[...] collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
3. You will not use this Site or the Services found at this Site[...] in a manner (as determined by West Winds Web Creations in its sole and absolute discretion) that:
 - a. Is illegal, or promotes or encourages illegal[...] activity; Promotes, encourages or engages in child pornography[...] or the exploitation of children; o Promotes, encourages or engages in terrorism, violence[...] against people, animals, or property;

- b. Promotes, encourages or engages in any spam or other[...] unsolicited bulk email, or computer or network hacking or cracking;
 - c. Violates the Ryan Haight Online Pharmacy Consumer[...] Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - d. Infringes on the intellectual property rights of another[...] User or any other person or entity;
 - e. Violates the privacy or publicity rights of another User or[...] any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - f. Interferes with the operation of this Site or the Services[...] found at this Site;
 - g. Contains or installs any viruses, worms, bugs, Trojan[...] horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - h. Contains false or deceptive language, or unsubstantiated[...] or comparative claims, regarding West Winds Web Creations or West Winds Web Creations' Services.
4. You will not copy or distribute in any medium any part[...] of this Site or the Services found at this Site, except where expressly authorized by West Winds Web Creations.
 5. You will not modify or alter any part of this Site or the[...] Services found at this Site or any of its related technologies.
 6. You will not access West Winds Web Creations [...] Content (as defined below) or User Content through any technology or means other than through this Site itself, or as West Winds Web Creations may designate.
 7. You agree to back-up all of your User Content so that[...] you can access and use it when needed. West Winds Web Creations does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
 8. You will not re-sell or provide the Services for a [...]commercial purpose, including any of West Winds Web Creations' related technologies, without West Winds Web Creations' express prior written consent.
 9. You agree to provide government-issued photo[...] identification and/or government-issued business identification as required for verification of identity when requested.
 10. You are aware that West Winds Web Creations[...] may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; indeed you hereby consent to allow West Winds Web Creations, in its sole discretion, to record the entirety of such calls regardless of whether West Winds Web Creations asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted in evidence any legal proceeding in which West Winds Web Creations is a party.

West Winds Web Creations reserves the right to modify, change, or discontinue any aspect of this Site or the Services found at this Site, including without limitation prices and fees for the same, at any time.

6. YOUR USE OF WEST WINDS WEB CREATIONS CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section 5 apply specifically to your use of West Winds Web Creations Content and User Content posted to West Winds Web Creations' corporate websites (i.e., those sites that West Winds Web Creations directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

West Winds Web Creations Content. Except for User Content, the content on this Site and the Services found at this Site, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein (“West Winds Web Creations Content”), are owned by or licensed to West Winds Web Creations in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws.

West Winds Web Creations Content is provided to you “as is”, “as available” and “with all faults” for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of West Winds Web Creations.

No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. West Winds Web Creations reserves all rights not expressly granted in and to the West Winds Web Creations Content, this Site and the Services found at this Site, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services found at this Site may allow Users to view, post, publish, share, store, or manage

1. ideas, opinions, recommendations, or advice (“User Submissions”), or
2. literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, “User Content”). By posting or publishing User Content to this Site or to the Services found at this Site, you represent and warrant to West Winds Web Creations that:
 - (i) you have all necessary rights to distribute User Content via this Site or via the Services found at this Site, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and
 - (ii) you do not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any West Winds Web Creations Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the West Winds Web Creations Content or the User Content therein.

7. WEST WINDS WEB CREATIONS’ USE OF USER CONTENT

The provisions in this Section 7 apply specifically to West Winds Web Creations’ use of User Content posted to West Winds Web Creations’ corporate websites (i.e., those sites which West Winds Web Creations directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

1. Your User Submissions are entirely[...] voluntary.
2. Your User Submissions do not establish a[...] confidential relationship or obligate West Winds Web Creations to treat your User Submissions as confidential or secret.
3. West Winds Web Creations has no obligation, [...] either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. West Winds Web Creations may be working on the[...] same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

West Winds Web Creations shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submit Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

If you have a website hosted by West Winds Web Creations or another service provider, you shall retain all of your ownership or licensed rights in User Content posted to your website.

However, if you post or publish your User Content to this Site, you authorize West Winds Web Creations to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement.

Accordingly, you hereby grant West Winds Web Creations a worldwide, non-exclusive, royalty-free, sub licensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site and West Winds Web Creations' (and West Winds Web Creations' affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party.

You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement.

The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that West Winds Web Creations may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, West Winds Web Creations shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or West Winds Web Creations' (or West Winds Web Creations' affiliates') business(es).

8. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

West Winds Web Creations generally does not pre-screen User Content (whether posted to a website hosted by West Winds Web Creations or posted to this Site). However, West Winds Web Creations reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement.

West Winds Web Creations may remove any item of User Content (whether posted to a website hosted by West Winds Web Creations or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by West Winds Web Creations in its sole and absolute discretion), at any time and without prior notice.

West Winds Web Creations may also terminate a User's access to this Site or the Services found at this Site if West Winds Web Creations has reason to believe the User is a repeat offender. If West Winds

Web Creations terminates your access to this Site or the Services found at this Site, West Winds Web Creations may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

9. ADDITIONAL RESERVATION OF RIGHTS

West Winds Web Creations expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by West Winds Web Creations in its sole and absolute discretion), including but not limited to the following:

1. to correct mistakes made by West Winds Web[...] Creations in offering or delivering any Services (including any domain name registration),
2. to protect the integrity and stability of, and[...] correct mistakes made by, any domain name registry,
3. to assist with our fraud and abuse detection[...] and prevention efforts,
4. to comply with court orders against you and[...]/or your domain name or website and applicable local, state, national and international laws, rules and regulations,
5. to comply with requests of law enforcement, [...] including subpoena requests,
6. to comply with any dispute resolution[...] process,
7. to defend any legal action or threatened[...] legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or
8. to avoid any civil or criminal liability on the[...] part of West Winds Web Creations, its officers, directors, employees and agents, as well as West Winds Web Creations' affiliates, including, but not limited to, instances where you have sued or threatened to sue West Winds Web Creations.

West Winds Web Creations expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

West Winds Web Creations expressly reserves the right to terminate, without notice to you, any and all Services where, in West Winds Web Creations' sole discretion, you are harassing or threatening West Winds Web Creations and/or any of West Winds Web Creations' employees.

10. NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation. Our spam abuse complaint center can be reached by email at webmaster@wwwebcreations.com.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications from the sender. This can include, but is not limited to, the following:

1. Email Messages
2. Newsgroup postings
3. Windows system messages
4. Pop-up messages[...] (aka "adware" or "spyware" messages)
5. Instant messages[...] (using AOL, MSN, Yahoo or other instant messenger programs)
6. Online chat room[...] advertisements
7. Guestbook or Website[...] Forum postings
8. Facsimile Solicitations
9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy.

Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages from the sender specifically. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the services in question are being used in association with spam, we will re-direct, suspend, or cancel any web site hosting, domain registration, email boxes or other applicable services for a period of no less than two (2) days. The registrant or customer will be required to respond by email to us stating that they will cease to send spam and/or have spam sent on their behalf. We will require a non-refundable reactivation fee to be paid before the site, email boxes and/or services are reactivated. In the event we determine the abuse has not stopped after services have been restored the first time, we may terminate the hosting and email boxes associated with the domain name in question.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web.

Submit all Web violations to webmaster@westwindswebcreations.com

Liquidated Damages: You agree that we may immediately terminate any Account, which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

11. TRADEMARK AND/OR COPYRIGHT CLAIMS

West Winds Web Creations supports the protection of intellectual property. If you would like to submit

01. a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or
02. a copyright claim for material on which you hold a bona fide copyright, please refer to West Winds Web Creations' Trademark and/or Copyright Infringement Policy referenced above and available here.

12. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by West Winds Web Creations. West Winds Web Creations assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, West Winds Web Creations does not censor or edit the content of any third-party websites.

By using this Site or the Services found at this Site, you expressly release West Winds Web Creations from any and all liability arising from your use of any third-party website. Accordingly, West Winds Web Creations encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". WEST WINDS WEB CREATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WEST WINDS WEB CREATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT

1. THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE,
2. THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR

3. THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND WEST WINDS WEB CREATIONS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY WEST WINDS WEB CREATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL

1. CONSTITUTE LEGAL OR FINANCIAL ADVICE OR
2. CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL WEST WINDS WEB CREATIONS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM

1. THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE,
2. THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,
3. THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,
4. PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER,
5. THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN,
6. ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,
7. ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE,
8. ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE,

AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WEST WINDS WEB CREATIONS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL WEST WINDS WEB CREATIONS' TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

15. INDEMNITY

You agree to protect, defend, indemnify and hold harmless West Winds Web Creations and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by West Winds Web Creations directly or indirectly arising from

1. your use of and access to this Site or the Services found at this Site;
2. your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or
3. your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

16. FEES AND PAYMENTS

You acknowledge and agree that your Payment Method may be charged by one of our affiliated entities, West Winds Web Creations, WWWeb Creations, ACP And Associates, Wild West Domains, LLC, Wild West Domains Canada, Inc., Universal Domains and Hosting Services India Pvt. Ltd, or Europe Domains Hosting Services, Ltd.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted, even if your Services are suspended, terminated, or transferred prior to the end of the Services term.

West Winds Web Creations expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Except as prohibited in any product-specific agreement, you may pay for Services by utilizing any of the following "Payment Methods":

1. bank-to-bank transfers (also known as bank wire transfers and bank cash transfers)
 - a. →**a convenience fee of \$ 10.00 and a 2% of the total amount of transaction will be charged per instance.**
 - 1) **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
2. checks (Personal, Business, or Corporate **Only!**)
 - a. →**a convenience fee of \$ 10.00 plus postage and handling will be charged per instance.**
 - 1) **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
3. money orders (**US Postal Money Orders Only!**)
 - a. →**a convenience fee of \$ 15.00 plus postage and handling will be charged per instance.**
 - 1) **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
4. by providing a valid credit card,
 - a. **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
5. by using West Winds Web Creations' "Good As Gold Prepaid Services" (defined below);
 - a. **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
6. via normal paper checking from your personal or business checking account, using the United States Post Office Mailing system.
 - a. **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
7. via an electronic check from your personal or business checking account, as appropriate (and as defined below);
 - a. **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
8. by using PayPal (as defined below),
 - a. **\$ 25.00 Insufficient Funds will be charged per incident transaction.**
 - 1) by using an International Payment Option (as defined below) or
 - 2) via in-store credit balances, if applicable (and as defined below), each a "Payment Method". For Services that offer "Express Checkout", clicking the Express Checkout button will automatically place an order for that Service and charge the primary Payment Method on file for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account.
9. **Late Fees Occurrences Allowed per Year**
 - a. **After 2 late fees applied to account total during the fiscal year, any future late payments made to the account will be assessed at the late fee charges of \$20.00 or 10%, whichever is greater, each instance charged and applied to the account. At the 1st of every year, the rate will revert back to only 2 late fee allowed, starting over each fiscal year, until exceeded. Subject to change without notice.**

(1) WHAT WEST WINDS WEB CREATIONS DOES NOT ACCEPT FOR PAYMENT OF ANY SERVICES AT ANY TIME!.

- 1) Sending cash through the mail
 - a. **THE ONLY CASH THAT WILL BE ACCEPTED, WILL BE IF YOU ARE PICKING UP GOODS AND/OR PRODUCTS FROM WEST WINDS WEB CREATIONS OFFICE OR LOADING DOCK. WE DO NOT ACCEPT CASH THROUGH THE MAIL, FEDX, UPS, OR ANY OTHER TRANSPORT SERVICE OR CARRIER!**
- 2) Sending cash or money orders through instant, point-to-point cash transfer services (that aren't banks) such as Western Union or Money Gram
- 3) Mailing checks or money orders (except for items in categories specifically permitted)
- 4) Paying through bank-to-bank transfers (except for items in categories specifically permitted)
- 5) Paying by "topping off" a seller's prepaid credit or debit card
- 6) Paying using online or other payment methods not specifically permitted in this policy
- 7) Asking buyers to contact you for additional payment methods
- 8) Offering a payment method to some buyers and not to others
- 9) Discouraging buyers from using any payment method you specified in the listing
- 10) Asking buyers to pay using a method not mentioned in the listing
- 11) Paying with Virtual or Cryptocurrencies (i.e. "Bitcoin")**

You acknowledge and agree that where refunds are issued to your Payment Method, West Winds Web Creations' issuance of a refund receipt is only confirmation that West Winds Web Creations has submitted your refund to the Payment Method charged at the time of the original sale, and that West Winds Web Creations has absolutely no control over when the refund will be applied towards your Payment Method's available balance.

You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then West Winds Web Creations, in its sole and absolute discretion, reserves the right to issue the refund either

1. in the form of an in-store credit; or
2. via issuance of a West Winds Web Creations check, which will be sent to the mailing address on file for your Account. West Winds Web Creations also has the right, but not the obligation, to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method. For the avoidance of doubt, any and all refunds processed via the issuance of either in-store credits or a West Winds Web Creations check are solely within West Winds Web Creations' discretion and are not available at customer request.

If you are being billed on a monthly basis **in advance**. Your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, IF YOUR ORIGINAL SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. WHILE THE DETAILS OF THE AUTOMATIC RENEWAL OPTION VARY FROM SERVICE TO SERVICE, THE SERVICES THAT OFFER AN AUTOMATIC RENEWAL OPTION TREAT IT AS THE DEFAULT SETTING.

THEREFORE, UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, WEST WINDS WEB CREATIONS WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH WEST WINDS WEB CREATIONS AT WEST WINDS WEB CREATIONS' THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER

TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER ("ACCOUNT MANAGER") FROM THIS SITE AND FOLLOW THE STEPS FOUND HERE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND WEST WINDS WEB CREATIONS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, WEST WINDS WEB CREATIONS MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION).

IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US.

IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, WEST WINDS WEB CREATIONS WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. WEST WINDS WEB CREATIONS MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND WEST WINDS WEB

CREATIONS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason West Winds Web Creations is unable to charge your Payment Method for the full amount owed for the Services provided, or if West Winds Web Creations receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that West Winds Web Creations may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. West Winds Web Creations also reserves the right to charge you reasonable "administrative fees" or "processing fees" for g\tasks

- 1st. West Winds Web Creations may[...] perform outside the normal scope of its Services,
- 2nd. additional time and/or costs West Winds[...] Web Creations may incur in providing its Services, and/or
- 3rd. your noncompliance with this Agreement[...] (as determined by West Winds Web Creations in its sole and absolute discretion).
- 4th. Typical administrative or processing fee scenarios[...] include, but are not limited to
 - a. customer service issues that require[...] additional personal time or attention;
 - b. disputes that require accounting or legal[...] services, whether performed by West Winds Web Creations staff or by outside firms retained by West Winds Web Creations;
 - c. recouping any and all costs and fees, [...] including the cost of Services, incurred by West Winds Web Creations as the results of charge backs or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with West Winds Web Creations.

West Winds Web Creations may offer product-level pricing[...] in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment.

If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between

- d. the time you complete the checkout process,
- e. the time the transaction is processed,[...] and
- f. the time the transaction posts to your bank[...] statement, the conversion rates may fluctuate, and West Winds Web
 - 1) Creations makes no representations or[...] warranties that
 - 1st. The amount submitted to your bank[...] for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or
 - 2nd. The estimated conversion price will be the same [...]as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that

you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

(B) GOOD AS GOLD PREPAID SERVICES

Service Details

- 1st. By using Good As Gold Prepaid Services, you may transfer funds to West Winds Web Creations in order to fund your Good As Gold Prepaid Services account ("Good As Gold Account"). You may then use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by providing
- 2nd. a paper check (from your personal or business checking account, as appropriate),
- 3rd. a money order, or
- 4th. a wire transfer. All payments must be for the full amount required at purchase.

You acknowledge that funds transferred to your Good As Gold Account will be held by West Winds Web Creations and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you understand and agree that West Winds Web Creations shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You acknowledge that all transactions using Good As Gold Prepaid Services will be conducted in U.S. dollars.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to \$100.00 U.S. dollars.

All paper checks and money orders may be delayed up to ten (10) business days until the money is credited, which may delay your use of the Services, and any paper check or money order that does not clear will result in a \$25.00 processing fee by West Winds Web Creations, which may be debited from your Good As Gold Account. The \$25.00 processing fee is in addition to any fee(s) your bank may charge you.

Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the Wild West Domains bank account is U.S. Dollars. Foreign currency wires will be automatically converted and deposited in U.S. Dollars. Please note that exchange rate fees may apply. You agree that you will be responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account.

Any non-U.S. wire transfers may be subject to fees by your bank, intermediary banks, or West Winds Web Creations' bank, which may reduce the amount of the money received by West Winds Web Creations' bank and subsequently funded into your Good As Gold Account. Customers funding a Good As Gold Account with a wire of \$1,000.00 or more shall not be subject to a \$20.00 wire transfer processing fee from West Winds Web Creations. You hereby expressly authorize West Winds Web Creations

1. to reduce your Good As Gold Account by the amount of wire transfer fees West Winds Web Creations incurs in order to receive your funds; and/or
2. to charge a twenty-dollar (\$25.00) service fee ("Service Fee") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time,

and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time by logging into “Manage Your Account” or through the shopping cart on the West Winds Web Creations website. Should you decide to terminate your Good As Gold Account (or should West Winds Web Creations opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time. The preferred minimum increment for funds transfers and checks is \$100.00.

Your Use of Good As Gold Prepaid Services

Use of funds in your Good As Gold Account can only be made through the West Winds Web Creations purchase process at West Winds Web Creations’ website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

You will be able to access your Good As Gold Account activity and records from the “Manage Your Account” link on West Winds Web Creations’ website. Your Good As Gold Account will show purchases and the amount of funds remaining in your Good As Gold Account.

West Winds Web Creations reserves the right at all times to disclose any information about your Good As Gold Account as West Winds Web Creations deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part from your Good As Gold Account, in the sole and absolute discretion of West Winds Web Creations.

(C) PAY BY CHECK (ELECTRONIC CHECK)

By using West Winds Web Creations’ pay by check option (“Pay By Check”), you can purchase West Winds Web Creations Services using an electronic check (from your personal or business checking account, as appropriate). In connection therewith, you agree to allow Certegy Check Services, Inc. (“Certegy”) to debit the full amount of your purchase from your checking account (“Checking Account”), which is non-refundable.

Certegy will create an electronic funds transfer (“EFT”) or bank draft, which will be presented to your bank or financial institution for payment from your Checking Account. The Checking Account must be at a financial institution in the United States, and the check must be payable in U.S. dollars.

It is your responsibility to keep your Checking Account current and funded. You acknowledge and agree that

1. Certegy reserves the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Checking Account no longer existing or not holding available/sufficient funds) and

2. in such event, neither Certegy nor West Winds Web Creations shall be liable to you or any third party regarding the same. If for any reason Certegy is unable to withdraw the full amount owed for the Services provided, you agree that Certegy and West

Winds Web Creations may pursue all available lawful remedies in order to obtain payment (plus applicable fees). West Winds Web Creations is not responsible for the actions of Certegy. You agree that if the EFT or bank draft is returned unpaid, you will pay a service charge in accordance with the fees provided below, or as otherwise permitted by law. These fees may be debited from your Checking Account using an EFT or bank draft. All NSF fees are in U.S. Dollars as shown in tables below:.

United States Insufficient Funds Fee Charges Table, including District of Columbia:

AK	Alaska	\$25.00
AL	Alabama	\$30.00
AR	Arkansas	\$25.00
AZ	Arizona	\$25.00
CA	California	\$25.00
CO	Colorado	\$20.00
CT	Connecticut	\$20.00
DC	District of Columbia	\$15.00
DE	Delaware	\$40.00
FL	Florida	For face value of check - \$0.01 - \$50.00, \$25.00 . For face value of check - \$50.01 - \$300.00, \$30.00 - . For face value of check \$300.01 or more, greater of \$40.00 or 5% of face value of check.
GA	Georgia	Greater of \$30.00 or 5% of face value of check
HI	Hawaii	\$30.00
IA	Iowa	\$30.00
ID	Idaho	Lesser of \$20.00 or face value of check
IL	Illinois	\$25.00
IN	Indiana	\$20.00
KS	Kansas	\$30.00
KY	Kentucky	\$25.00
LA	Louisiana	Greater of \$25.00 or 5% of face value of check
MA	Massachusetts	\$25.00
MD	Maryland	\$35.00
ME	Maine	\$25.00
MI	Michigan	\$25.00
MN	Minnesota	\$30.00
MO	Missouri	\$25.00
MS	Mississippi	\$40.00
MT	Montana	\$30.00
NC	North Carolina	\$25.00
ND	North Dakota	\$30.00

NE	Nebraska	\$25.00
NH	New Hampshire	\$25.00
NJ	New Jersey	\$25.00
NM	New Mexico	\$20.00
NV	Nevada	\$25.00
NY	New York	\$20.00
OH	Ohio	Greater of \$30.00 or 10% of face value of check
OK	Oklahoma	\$25.00
OR	Oregon	\$25.00
PA	Pennsylvania	\$25.00
RI	Rhode Island	\$25.00
SC	South Carolina	\$30.00
SD	South Dakota	\$40.00
TN	Tennessee	\$30.00
TX	Texas	\$30.00
UT	Utah	\$20.00
VA	Virginia	\$50.00
VT	Vermont	\$25.00
WA	Washington	\$25.00
WI	Wisconsin	\$25.00
WV	West Virginia	\$25.00
WY	Wyoming	\$30.00
AS	American Samoa	\$15.00
GU	Guam	\$15.00
PR	Puerto Rico	\$15.00
VI	Virgin Islands	\$15.00
AA	Armed Forces Americas	\$15.00
AE	Armed Forces Africa,	\$15.00
AE	Armed Forces Canada,	\$15.00
AE	Armed Forces Europe,	\$15.00
AE	Armed Forces Middle East	\$15.00
AP	Armed Forces Pacific	\$15.00
Canadian Provinces / Territories:	Alberta	\$20.00
BC	British Columbia	\$20.00
MB	Manitoba	\$20.00
NB	New Brunswick	\$20.00
NL	Newfoundland and Labrador	\$20.00
NS	Nova Scotia	\$20.00
NT	Northwest Territories	\$20.00
ON	Ontario	\$20.00
PE	Prince Edward Island	\$20.00
QC	Quebec	\$15.00
SK	Saskatchewan	\$20.00
YT	Yukon	\$20.00

By clicking the box labeled “I agree” to the terms of the Pay By Check payment option, you authorize the information provided to be used for the creation of an EFT or bank draft and you authorize a debit of the full amount of your purchase from your Checking Account.

(D) PAY BY PAYPAL

By using West Winds Web Creations' pay by PayPal payment option ("PayPal"), you can purchase Services using PayPal. In connection therewith, you agree to allow PayPal to debit the full amount of your purchase from your PayPal account ("PayPal Account") or from credit card(s), bank account(s), or other allowed payment method(s) linked to your PayPal Account ("PayPal Funding Source").

It is your responsibility to keep your PayPal Account and PayPal Funding Source current and funded, and your PayPal Account backed by a valid credit card. You acknowledge and agree that

- (i) PayPal reserves the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your PayPal Account or PayPal Funding Source no longer existing or not holding available/sufficient funds) and
- (ii) in such event, neither PayPal nor West Winds Web Creations shall be liable to you or any third party regarding the same. If for any reason PayPal is unable to withdraw the full amount owed for your purchase, you agree that PayPal and West Winds Web Creations may pursue all available lawful remedies in order to obtain payment. You agree that if the transaction is returned unpaid, you will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from your PayPal Account or PayPal Funding Source.

By clicking the box labeled "I agree" to the terms of the PayPal payment option, you authorize a debit of the full amount of your purchase from your PayPal Account or PayPal Funding Source.

(E) INTERNATIONAL PAYMENT OPTIONS

West Winds Web Creations offers a variety of alternative international payment options through a variety of International Payment Providers ("IPP"). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP's applicable customer service agreements in advance of completing your transaction at West Winds Web Creations.

You also agree to allow the IPP to debit the full amount of your purchase from the selected bank account, e-wallet account (including credit card(s), bank account(s), or other allowed payment method(s) linked to your e-wallet account) or any other type of account associated with the selected IPP (including but not limited to, prepaid cards and mobile payments), collectively "Funding Sources". In addition, you agree to allow the selected IPP to debit, if applicable, an "Exchange Rate Conversion Fee", as well as any other fees or charges applicable to your agreement with the IPP (collectively, the "IPP Fees"), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by West Winds Web Creations.

It is your responsibility to keep your Funding Sources current and funded. You acknowledge and agree that

- 1st. the IPP reserves the right to decline a transaction for any reason (including, but not limited to, payments that fail to go through as a result of your Funding Sources no longer existing or not holding available/sufficient funds) and
- 2nd. in such event, neither the IPP nor West Winds Web Creations shall be liable to you or any third party regarding the same.

You acknowledge that West Winds Web Creations will not attempt to fulfill the Services purchased by you until West Winds Web Creations receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or days between

the time you place an order and the time the IPP confirms payment through its associated payment processor.

If West Winds Web Creations does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your West Winds Web Creations account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time West Winds Web Creations receives confirmation of payment from the IPP (through its associated payment processor), either

- (i) the Services (including domain names) are no longer available for purchase; or
- (ii) a pending order has been cancelled in our systems; or
- (iii) the confirmation of payment does not match the dollar amount of the pending order, and as a result your purchase is either over-funded or under-funded, West Winds Web Creations may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, West Winds Web

Creations reserves the right to issue refunds to an in-store credit balance. If you receive a full refund, you will need to begin the purchase process again. You acknowledge and agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by West Winds Web Creations will be net of the IPP Fees unless otherwise specified.

(F) IN-STORE CREDIT BALANCES

In the event that your Account contains an in-store credit balance, you may apply any available credit balance to any future purchase in your Account. In the event that your Account contains an in-store credit balance, you hereby authorize West Winds Web Creations to apply any available credit balance to any outstanding administrative fees, chargebacks or other fees related to your Account.

In the event that your default Payment Method fails for an automated billing in connection with the processing of any Service renewals, West Winds Web Creations may utilize any available in-store credit balance if there are enough funds to cover the entire transaction. Regardless of the amount of in-store credit available in your account, West Winds Web Creations is not responsible for the loss of products resulting from an inability to collect funds from your default Payment Methods or the in-store credit.

In-store credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one in-store credit, then the credits will be processed according to the age of the credit, with the oldest in-store credit being applied first. If additional funds are required to complete the purchase or renewal, credits held in a non-selected currency will be converted using West Winds Web Creations' daily exchange rate based on the age of the credit (oldest to newest) until

- (i) enough funds are allocated to complete the transaction, or
- (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, West Winds Web Creations may also impose an additional administrative fee to compensate for the risks and costs associated with providing currency conversion services.

You can verify your available in-store credit balance at any time by logging into “Manage Your Account” or through the shopping cart on the West Winds Web Creations website. You acknowledge that in-store credit balances are non-transferrable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire two years after issuance.

In the event that West Winds Web Creations terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited. In-store credit balances may be redeemed to your Payment Method, only if:

- (i) requested by you and
- (ii) if the available in-store credit was from a product[...] or service purchase charged to your Payment Method. If your Payment Method imposes limitations on refunds, you may be issued a check, in USD for refundable in-store credits and subject to the terms described in Section 15.(A). All refunds of in-store credits must be requested within two years of issuance. In no event will in-store credit refunds exceed the amount refunded to in-store credit for any associated Payment Method.

You also acknowledge that funds available in your in-store credit balance will be held by West Winds Web Creations and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you understand and agree that West Winds Web Creations shall be entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

17. UNCLAIMED PROPERTY; DORMANCY CHARGES

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and

- (i) West Winds Web Creations is unable to issue payment to such customer or
- (ii) West Winds Web Creations issued payment to such customer in the form of a paper check, but the check was never cashed, then West Winds Web Creations shall turn over such account balance to the State of Arizona in accordance with state law. You acknowledge and agree that in either case (i) or (ii) above, West Winds Web Creations may withhold a dormancy charge in an amount equal to the lesser of \$15.00 or the total outstanding account balance associated with such customer.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

19. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

20. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of

Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”).

Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported

- (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or
- (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws.

By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations).

If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

21. COMPLIANCE WITH LOCAL LAWS

West Winds Web Creations makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

22. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

Except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available here, this Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of Arizona, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of Maricopa County, Arizona, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non-conventions with respect to) jurisdiction and venue in the state and federal courts of Maricopa County, Arizona. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

23. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

24. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

West Winds Web Creations Legal Department
14455 North Hayden Rd.
Suite 219
Scottsdale, AZ 85260
webmaster@wwwebcreations.com

Revised: 4/1/2014

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