



## SERVICE AGREEMENT

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**1. WHEREAS**, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, the owners of TeamVinh.com International (“TVI” or the “Company”) can make no guarantee that any given reader shall be able to access the Company’s server at any given time. TVI represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

**2. Taxes:**

TVI shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Customer or TVI. Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

**3. Material and Products:**

Wherever applicable, TVI will exercise no control whatsoever over the content of the information passing through the our server. TVI will not host any material that is judged as “religious” or “pornographic” in content. TVI makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. TVI also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of TVI is at the Customer's own risk. TVI expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the TeamVinh System unavailability. TVI specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

**4. Trademarks & Copyrights:**

TVI warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with TeamVinh services.

**5. Internet Etiquette:**

Electronic forums such as mail distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of TVI or its Affiliates may not be used to impersonate another person or misrepresent authorization to act on behalf of others or TVI. All messages transmitted via TVI should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

**TVI does not permit:**

1. The transmission of unsolicited bulk e-mail ('UBE') or unsolicited commercial e-mail ('UCE') (collectively known as "SPAM") nor do we permit the use, sale, or development of software that intentionally hides or alters the origin of the sender.
2. The transmission of unsolicited bulk email thru a 3<sup>rd</sup> party where a website hosted on TVI servers is referenced.
3. Maintaining an open SMTP Relay
4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed primarily to assist or facilitate in the transmission of UBE/UCE including:
  - the facilitation of the sending of spam
  - the sale, offer to sell, advertisement or distribution of *spamware* and
  - the initiation of pinging, flooding, *mailbombing*, denial of service attacks, and piracy of software
5. The sale of bulk e-mailing lists containing unauthorized and/or unconfirmed e-mail addresses and
6. The sale of other spam-friendly material

For purposes of this agreement, 'Spamware' means and includes software, hardware, databases, lists, or services primarily designed or marketed to facilitate the sending of spam. Spamware may attempt to hide the sender, falsify e-mail header (origin) information, or disguise URL's to obstruct identification of web sites advertised by spam. Spamware may also include technology or other services designed to circumvent spam filters.

Complaints or allegations regarding any abuse of e-mail and/or the distribution of such software will be investigated. If it is found that the Customer has engaged in actions prohibited above, a warning to cease and desist will be issued. Subsequent violations will result in suspension and/or termination of the account without refund of service fees.

ALL software and files uploaded must follow the standard Internet guidelines for fitness of use. Such software items that result in denial of service are not fit for use. TVI reserves the right to delete those accounts.

**6. Privacy:**

TVI will make every effort to protect the privacy of TVI Customers. TVI will not reveal personal information regarding its Customers. TVI cannot however protect privacy through the Internic DNS domain name registration database as this information is open to the public.

**7. Termination:**

This Agreement may be terminated by either party, with reasonable cause. TVI reserves the right to verify all cancellations before terminating service. Notwithstanding the above, TVI may terminate service under this Agreement at any time, without penalty, if the Customer fails to comply with the terms of this Agreement.

## **8. Limited Liability:**

1. Customer expressly agrees that use of TVI Server is at Customer's sole risk. Neither TVI, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that TVI Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the TVI Server service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall TVI, its offices, agents or anyone else involved in creating, producing or distributing TVI Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Wow We Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to TVI records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on TVI Server service.
3. Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement.

## **9. Lawful Purpose:**

Customer may only use TVI Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged or judged in our reasonable opinion to be threatening or obscene, pornographic, profane, religious, or material protected by trade secrets.

## **10. Indemnification:**

Customer agrees that it shall defend, indemnify, save and hold TVI harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ('Liabilities') asserted against TVI, its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless TVI against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with TVI Server; (ii) any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Customer sold on TVI Server.

## **11. Governance**

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, Nevada, and of the Internet.