

TERMS AND CONDITIONS

inlineVision, llc strives to provide all clients with the best services possible. In order to accomplish this goal, these Terms and Conditions govern the content on our website ninanet.com and our contracts and services and are intended to maintain the highest quality level of service to all our customers on a fair, consistent, and efficient basis.

These Terms and Conditions are subject to change without prior notice, at anytime. Notification of any changes will be posted on the ninanet.com webpage and sent to all clients via email. All clients agree to review our website periodically to be aware of such changes. If these changes are unacceptable to you, you are at liberty to terminate all your activities as provided below. Your continued use of our services following the effective date of any such changes constitutes your full acknowledgement and acceptance of these changes. If you do not agree to be bound by these Terms and Conditions, you must not enter into a contract with inlineVision, llc.

Contracts

Please read the following carefully before placing an order with or purchasing a service from inlineVision, llc. An "order" is deemed to be a written or in certain cases verbal contract between [ninanet](http://ninanet.com) site solutions, llc ("The Company") and the purchasing party ("The Client"), where the Client must be of legal age to form a binding contract and is not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

Placing an order constitutes acceptance on the part of the Client to be bound by the Company's Terms & Conditions. Confirmation (including email and fax confirmation) of a received order shall be deemed a contractual agreement between the Company and the Client, whereupon these Terms & Conditions will apply and shall constitute the entire agreement between the Company and the Client.

All prices quoted in any proposal are valid for 15 days from the date of proposal unless stated otherwise in the proposal.

Use Of Information

Any purchase of a service provided by the Company requires the Client to use the data provided by the Company for the intended internal purposes only. The Client is not allowed to create any derivative works or resell data that use the information provided without prior written permission from the Company. If the Client is acquiring information on behalf of another Client, then this Client is also bound by these conditions. If in doubt please contact the Company to confirm whether the particular use of data is acceptable.

The Company reserves the right, in our sole discretion, to cancel or suspend service to any accounts for breaches of the conditions laid out here or for any other serious reason such as (but not limited to) unauthorized access, fraud etc.

The Company reserves the right to, including but not limited to, taking all necessary legal steps to prevent unauthorized use of data and recover any data used without permission.

Payment Methods

The Company accepts VISA, MasterCard and debit cards with the VISA or MasterCard Logo issued by US banks as well as business checks. If you have questions regarding any other form of payment, please contact the Company prior to entering into a contract with the Company.

The Company provides clients with a secure area on the website ninanet.com. In this area, upon creation of an account and after being issued a unique username and password, clients have the option to review project status, invoices, past and due payments.

In this same area the Company provides all clients with the opportunity to pay due invoices securely via credit card.

The Company takes every precaution to protect a client's sensitive information, especially when dealing with financial information. To protect all Clients with a high level of security, all payments made online are protected by encryption and secured by the use of the SSL protocol. The Company never collects or stores a client's financial information on its servers or in its database.

Clients are solely responsible for the security of their credit card and/or other financial information. The Company will not be held responsible for any breached, damaged, unauthorized access, or violation caused by any third party. To understand more about the use of SSL and how to protect yourself and your information online, please refer to http://en.wikipedia.org/wiki/Secure_Sockets_Layer.

Terms Of Payment

Invoices for products and services are payable on receipt unless otherwise specified and agreed upon in writing. Certain services may be billed on a recurring basis: payment terms for such services shall be stated on the service agreement.

Overdue Payments

Failure of Clients to remit payment by the invoice due date might be subject to immediate termination of services by the Company. If the Company is providing consulting or other contract services Client agrees to immediately cease use of any software or materials delivered by [ninanet inlineVision llc](http://ninanet.com) and return all copies. Any right to use data, information, materials or software developed, provided or delivered by the Company terminates immediately. If the Company is providing server space or access to third party sites or services access to those services will be suspended and ownership of all Client content will remain with the Company until the account is paid in full and/or all of the Client obligations under contract with the Company are fulfilled. Any content not claimed by payment of past due amounts within sixty days will be deemed abandoned by the Client. If the Client is receiving consulting and/or other contract services, along with application access or server space, then both of the above provisions will apply. Termination for failure to pay does not relieve the Client of any contractual obligations to the Company or the obligation to pay any amounts due to the Company.

In the case of a credit card decline, the Client agrees to provide another form of payment within the period agreed upon by the Company.

In the case of a check being declined, the Client agrees to reimburse the Company for all fees and expenses incurred as well as to payment of a \$30 administrative charge.

Until full payment is received, all services and accounts are subject to suspension and/or termination. If accounts get terminated and need to be reactivated, reinstatement fees will apply. The Client further agrees that the Company shall not be held liable for the termination of services for failure to pay.

Cancellations & Refunds Policy

The Company reserves the right, in our sole discretion, to cancel or suspend service to any accounts for breaches of the Terms & Conditions laid out here or for any other serious reason such as (but not limited to) unauthorized access, fraud etc.

The Company reserves the right to refuse service to any Client, or to discontinue such service even if it has been commenced and/or payments for the same were received by the Company if the Client is not aligned with the business operating principles and policies, or if the Client's online content appears to be offensive or inappropriate including, without limitation, content that is illegal, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others. Decisions by the Company in this regard shall be final and binding. Any termination of contract or discontinuation of services will be solely at the risk and cost of such customer.

The Company reserves the right to, including but not limited to, take all necessary legal steps to recover any dues on account of any service of any kind rendered by the Company or its associates.

Clients can cancel any project with written notice.

For work solely conducted by the Company or its associates or contractors, the Company will only invoice the Client for those activities completed before the notification is received. All labor and expenses will be calculated up to the termination date and invoiced according to the terms set forth in the individual agreement.

The Client understands that work involving third parties, or access to data or information provided by third parties like subscription based services, or recurring payments made to third parties by the Company on behalf of the Client are generally non-refundable and therefore might result in charges beyond the requested termination date or time since they are subject to the third party's cancellation policy. While in this case the Company will inform any third party of the Client's decision and request termination of service at the earliest date possible, the Client agrees to compensate the Company for any charges incurred as well as other expenses this may cause.

In the case of advance payments all unused funds will be fully refunded.

Intellectual Property & Copyright

All materials, text, code, video, audio, images and other source files supplied by the Client will remain the Client's property. The Client is responsible for securing all necessary licenses or permissions for copyrighted content that is supplied to the Company. All such material supplied by the Client will be assumed to be the property of the Client and therefore free to use in any development without fear of breach of copyright laws.

Delivery of products or services by the Company IS NOT an assignment of intellectual property rights. The Company retains ALL right, title and interest in the names, trademarks, logos, service marks, copyrights, software applications, source code, publications, proprietary knowledge and proprietary technology; including, WITHOUT LIMITATION, said names, logos, trademarks, service marks, copyrights, software applications, source code, publications, proprietary knowledge and proprietary technology currently used or which may be developed and/or used now or in the future.

Limitation Of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL inlineVision, llc BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. inlineVision, llc SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS OF THIRD PARTY INFRINGEMENT), EXPENSES OR OTHER COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) CLIENT MIGHT SUFFER OR INCUR AS A RESULT OF THIRD PARTY CLAIMS RELATING TO THE USE OF THE SERVICES PROVIDED. IN ADDITION, UNDER NO CIRCUMSTANCES WILL inlineVision, llc BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY THE CLIENT DURING THE LAST 30 BUSINESS DAYS REGARDLESS OF THE CAUSE. The Client agrees that he will be responsible for, and at inlineVision, llc's request defend inlineVision, llc against third party claims arising out of information the Client provides to inlineVision, llc for publication or other use as stated in this an other agreements wherein these Terms and Conditions apply.

inlineVision, llc is a Nevada Limited Liability Company

Client/Company Name

Name

Title

Date

Signature