



WEBSITE ADDRESS SERVICE AGREEMENT/TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that UTWIZ Technologies LLC [UTWIZ] provides to User is subject to the following Terms of Use ("TOU"). UTWIZ reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

Your use of this site is expressly conditioned on your acceptance of the following terms and conditions. By using this site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this site or data and its contents thereof.

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- B. UTWIZ shall have the right at any time to change or discontinue any aspect or feature of www.UTWiz.com including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

UTWIZ shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.UTWiz.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.UTWiz.com or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.UTWiz.com by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, UTWIZ provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.UTWiz.com and all charges related thereto.

5. OWNERSHIP.

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If you use this site, you are responsible for maintaining the confidentiality of your account information and your password. You agree to accept responsibility for all activities that occur under your account or password. You represent that you are of sufficient legal standing to use this site and to create binding legal obligations for any liability you may incur as a result of the use of this site. You understand that you are financially responsible for all uses of this site by you and those using your login information.

8. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper

and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
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- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
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- Harvest or otherwise collect information about others, including email addresses.
- Violate any applicable laws or regulations.
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- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

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9. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing UTWIZ with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify UTWIZ immediately of any unauthorized use of User's account or any other breach of security. UTWIZ will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by UTWIZ or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

10. CURRENCY CONVERTER.

Currency rates if given to the customers other than United States of America Dollars (USD) then the rates are based on various publicly available sources and is used as guidelines only. The customers will pay UTWiz in USD only.

11. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS YOUR WEBSITE ADDRESS

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19. INDEMNIFICATION

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27. HEADINGS.

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