



Business Internet Presence  
for Intelligent Business People

## **Subscriber Agreement**

## INTRODUCTION

The iNTELLESIS Subscriber Agreement is a legal document that details your rights and obligations as an iNTELLESIS Subscriber. It also includes general "Subscriber Guidelines" which tell you how to follow certain procedures like "Making Changes to your Website." You cannot become an iNTELLESIS subscriber until you have accepted the terms of the Subscriber Agreement. The Subscriber Agreement provides very important information about your iNTELLESIS subscription, so you should take the time to read and understand it. If you have questions about the Subscriber Agreement, or about your rights and responsibilities as an iNTELLESIS Subscriber, please e-mail us at [support@intellesis.com](mailto:support@intellesis.com).

## THE BASICS OF YOUR INTELLESIS SUBSCRIPTION

This Subscriber Agreement is your entire agreement with iNTELLESIS and governs your use of the iNTELLESIS website services. There may be additional terms and conditions if you use affiliate services or other iNTELLESIS services or products that are not part of the core iNTELLESIS business website services. To access the iNTELLESIS service you must accept the terms and conditions of this Agreement. To be an iNTELLESIS subscriber, you must be at least 18 years old and a provable representative of the business that you may be representing.

When you accept this Agreement and complete the iNTELLESIS registration process, you are responsible for all activity on your account and violations or warning accrued by any employee of your business can lead to the termination of your account. All changes to your business website must be verified and signed by you. Because you are responsible for all use of your account, you should carefully supervise others who have access to your account. You may be given username and password to access our special subscriber areas. It is important that you not reveal your password to other users and iNTELLESIS will never ask you for your password outside of the "Subscriber Login" screen at our main website. You agree not to reveal your password to other users and you agree to indemnify and hold iNTELLESIS harmless for any improper or illegal use of your account. This includes illegal or improper use by someone to whom you have given permission to use your account. Your account is at risk if you let someone use it inappropriately. If your subscription is terminated for violating this Agreement, iNTELLESIS' express permission will be necessary before you are allowed to become an iNTELLESIS subscriber again.

## OUR SERVICE-PRODUCT and YOUR MONTHLY SUBSCRIPTION

**Our Unique Service-Products** are the combination of convenient internet service components of web hosting and design. Our commitment to you is to give your business a positive and dynamic Internet presence.

**Your Monthly Subscription Amount** is determined by the options (including additional components) which you select when you signup to become an iNTELLESIS subscriber.

## ADDING CONTENT TO YOUR WEBSITE

It is the Subscriber's responsibility to provide all website content. This includes, electronic copies of logos, digital pictures, and other text content. You may provide your content on compact disc or email to [support@intellesis.com](mailto:support@intellesis.com). Allowable text formats are in MS Word or .TXT format. Graphics may be provided in either GIF or JPG formats. Subscribers have 60 days (two months) to load initial content into each page at your website without incurring any maintenance fees.

## MAKING CHANGES TO YOUR WEBSITE

All changes must be received by iNTELLESIS via email or postal mail. iNTELLESIS will reply to your email to confirm the request.

## CHANGES FEES

From the day you signup as an iNTELLESIS subscriber, you have 60 days (two months) to load up each page at your site with your own unique content. Additional charges for changes submitted after the 60 day period will be determined on a case by case basis and will be subject to the approval of both the subscriber and iNTELLESIS.

## DOMAIN NAME OWNERSHIP

All domain names that are registered by iNTELLESIS are the property of iNTELLESIS, Inc. If you cancel your subscription with iNTELLESIS, you will have up to 30 days to purchase your domain name from iNTELLESIS.

## **WEBSITE OWNERSHIP**

As explained under the "Content" section of "WEBSITE CONDUCT and CONTENT" topic, you are 100% responsible for the content available at your website. iNTELLESIS will never display any item at your website without your expressed consent except a little symbol at the bottom of certain pages indicating that your website is "Powered by iNTELLESIS". While the content at your website is yours and your responsibility, the material website itself will always remain an iNTELLESIS property. You may not (while you are an iNTELLESIS subscriber or thereafter) upload any iNTELLESIS-designed-and-provided website on any other host on the Internet without attaining the proper permission or licensing from iNTELLESIS.

## **RESELLING SUBSCRIPTION**

Reselling of your subscription is strictly prohibited. All companies that are iNTELLESIS subscribers must deal directly with iNTELLESIS. Representatives from more than one account for more than one company, will require proof of business ownership or employment at all the represented companies. If your company is acquiring or merging with another company or changing its business name, you should notify iNTELLESIS to make changes to your account as soon as possible.

## **MIRRORING WEBSITES**

It is common practice for some businesses to have mirror websites. This means that they have their website available on several servers, hosted by different companies, across the Internet. You are NOT allowed to upload your iNTELLESIS website to any other host on the Internet. If you want to have a mirror site of your iNTELLESIS website, it must be physically different from the one that iNTELLESIS provides you. However, if you want to keep your iNTELLESIS-website intact and upload it to a mirror site, you must have iNTELLESIS do the upload. If you want to provide your iNTELLESIS website on your local Intranet, you must obtain the proper licensing and the actual website itself from your iNTELLESIS Account Representative.

## **CHARGES and BILLING**

iNTELLESIS reserves the right to change our fees or billing methods at any time and iNTELLESIS will provide notice of any such change at least thirty days in advance in the same manner described under "Changes to the Subscriber Agreement" section. All billing questions can be answered by contacting an iNTELLESIS at 1-800-932-5750. If you don't like the changes in fees or billing methods, you may cancel your subscription according to the terms as stated in the "TERMINATION AND CANCELLATION OF MONTH-TO-MONTH SUBSCRIPTION" section in this document," but iNTELLESIS will not refund any remaining portion of the monthly fee when you cancel your account.

There may be extra charges to access certain premium content on iNTELLESIS. iNTELLESIS will provide notice of any extra charge before you enter the premium area. You are responsible for any charges for premium content incurred using your account. iNTELLESIS provides access to a large number of third-party vendors, who provide content, goods and or services on the iNTELLESIS service or the Internet. Any separate charges or obligations you incur in your dealings with these third-parties are your responsibility and are not part of the fee charged for your iNTELLESIS subscription.

For credit card customers, we will be charging your designated card every month, but some charges may accumulate on your account before they are charged to your card. If you don't have a credit card, you can authorize iNTELLESIS to make electronic fund transfers from your checking account. By selecting this billing option and providing iNTELLESIS with your debit/checking account information, you authorize iNTELLESIS to debit your checking account for charges incurred while you are an iNTELLESIS subscriber. As long as your website remains active, you re-affirm that iNTELLESIS is authorized to charge your credit card, withdraw funds via electronic transfer from your checking account.

iNTELLESIS also accepts company or personal checks and money orders. This form of payment must be sent to our main office at: iNTELLESIS, Inc., 1835 Newport Blvd. A109-401, Costa Mesa, CA 92627. There will be a \$20.00 charge for any returned checks. We will give you 30 days from the date on your account statement to pay your bill. iNTELLESIS will assess an additional \$5 per month late fee if your payment is more than 30 days past due. You are responsible and liable for any fees, including attorney and collection fees, that iNTELLESIS may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel your membership or are terminated. You should let us know about any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to iNTELLESIS' attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

## **WEBSITE CONDUCT and CONTENT**

### **Content**

By content, we mean the text, software, communications, images, sounds and other information provided online. The content at an iNTELLESIS subscriber's business website is provided by the subscribers. Initially and in general, iNTELLESIS will pre-screen content available at your website before initial upload. This is because we serve as your Webmaster. Since we will be

working closely with you, we will continue to be aware of the content at your website. However, iNTELLESIS does not assume any responsibility or liability for content that is provided by the subscriber. iNTELLESIS does reserve the right to remove content that, in iNTELLESIS' judgment, does not meet its standards or does not comply with this Agreement, but iNTELLESIS is not responsible for any failure or delay in removing such material. Keep in mind that iNTELLESIS is not responsible for content available on the Internet, although we reserve the right to block the display of any material containing illegal or other harmful content or otherwise being used for purposes that are unlawful or injurious to iNTELLESIS or its subscribers.

As an iNTELLESIS subscriber, you agree to follow the guidelines stated within this agreement and you acknowledge that iNTELLESIS has the right to enforce them in its sole discretion. This means that if you, or anyone using your account violates the iNTELLESIS guidelines, iNTELLESIS may take action against your account. This can range from the issuance of a warning about a violation to the termination of your account. You understand iNTELLESIS is not required to provide notice prior to terminating your account for violating these rules and standard, but it may choose to do so. Additionally, as an iNTELLESIS subscriber, you may have access to other iNTELLESIS branded services that are available to both iNTELLESIS subscribers and to other Internet users. When using these iNTELLESIS branded services, your conduct remains subject to this Subscriber Agreement; however, non-iNTELLESIS subscribers who use these services are not subjected to this Subscriber Agreement and as a result you understand that these other users may not be governed by the same rules or standards. Because of the changing nature of the Internet and Website Services, these guidelines may change at any time.

### **Unsolicited Bulk E-mail**

Your iNTELLESIS subscription allows you to send and receive e-mail to and from other iNTELLESIS subscribers and users of the Internet. This does not mean that you may use your iNTELLESIS hosted domain name to send unsolicited bulk e-mail or junk e-mail. Your iNTELLESIS subscription and your authorization to use the iNTELLESIS provided e-mail accounts do not allow you to send unsolicited bulk e-mail or to cause unsolicited bulk e-mail to be sent by someone else who may be directly or in-directly representing you. No bulk e-mail sent out by you or by someone else can refer to your domain name for the purpose of having the recipient visit your domain for any reason. Any violation of these provisions can subject your iNTELLESIS account to immediate termination and further legal action. iNTELLESIS also reserves the right to take any and all legal and technical remedies to prevent unsolicited bulk e-mail from entering, utilizing or remaining within the iNTELLESIS Network.

### **Legal Bulk E-mail**

There are many instances in which it is legal by law and, therefore, acceptable to the iNTELLESIS corporation for an iNTELLESIS subscriber to send out bulk email. If you have the legal setup and plan to bulk e-mail, you must first notify your iAE before proceeding. In general, your iAE will need to verify that the recipients of your bulk e-mail have agreed either directly to you or to your authorized third-party to receive bulk email from you. Furthermore, you must give evidence of your ability and willingness to remove from your mailing list, those recipients who, after receiving your unsolicited email, may request immediate removal.

### **Proprietary Rights**

Much of the content available on the Internet is owned by others, and is protected by copyrights, trademarks, and other intellectual property rights. It is very easy to copy things in cyberspace, but just because it is easy doesn't mean it is acceptable or legal. Any content that you include in your website must be authorized; this means you must have the legal right to upload or download the content. iNTELLESIS is not responsible for verifying the ownership of the content that you provide for iNTELLESIS to include into your website. That responsibility is 100% yours. You must not copy, transmit, modify, distribute, show in public or in private or create any derivative works from any of the content you find on iNTELLESIS or another iNTELLESIS subscriber's website, unless you have the legal right to. Making unauthorized copies of any content found on iNTELLESIS can lead to the termination of your iNTELLESIS account and may even subject you to further legal action beyond the termination of your membership. Similarly, other content owners may take criminal or civil action against you. In that event, you agree to hold harmless iNTELLESIS and its subsidiaries, affiliates, related companies, employees, officers, directors and agents.

## **INTELLESIS SOFTWARE LICENSES**

Your monthly service fee payment to iNTELLESIS entitles you to a limited license to use Our Software, which you agree to use in accordance with the rules states in this agreement. You may not sub-license, or charge others to use or access, our software without first obtaining written permission from us. iNTELLESIS does **not** allow FTP (File Transfer Protocol) access to its subscribers' websites unless by iNTELLESIS employees. You are only allowed access the to Subscriber Area of our software where you can change billing information and request website changes. FTP access is limited only to iNTELLESIS employees. Therefore, if you need changes done to your website, you must follow the "MAKING CHANGES TO YOUR WEBSITE" section of this Agreement.

## WARRANTY

Subscriber expressly agrees that the use of iNTELLESIS, iNTELLESIS software, and the internet is at subscriber's sole risk. iNTELLESIS, iNTELLESIS software, iNTELLESIS products, third-party virus checking technology and the internet are provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. iNTELLESIS provides the iNTELLESIS service on a commercially reasonable basis and does not guarantee that subscriber will be able to access or use the service at times or locations of their choosing, or that iNTELLESIS will have adequate capacity for the service as a whole or in any specific geographic area. iNTELLESIS' entire liability and your exclusive remedy with respect to the use of any software provided or used by iNTELLESIS shall be the replacement of any iNTELLESIS software found to be defective. Your sole and exclusive remedy for any other dispute with iNTELLESIS is the cancellation of your account as detailed elsewhere in this agreement. In no case shall iNTELLESIS be liable for consequential damages arising from your use of iNTELLESIS, the internet or for any other claim related in any way to your membership with iNTELLESIS. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, iNTELLESIS' liability shall be limited to the extent permitted by law. iNTELLESIS does not endorse, warrant or guarantee any product or service offered through iNTELLESIS and will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

## INDEMNIFICATION

Upon a request by iNTELLESIS, you agree to defend, indemnify and hold harmless iNTELLESIS and its affiliated subsidiaries, employees, contractors, officers, directors, telecommunications providers and content providers from all liabilities, claims and expenses, including attorneys fees, that arise from a breach of this Subscriber Agreement for which you are responsible or from the use of iNTELLESIS or the Internet, or in connection with your transmission of any Content on your iNTELLESIS provided business website. iNTELLESIS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a Subscriber. In that event, the subscriber shall have no further obligation to provide indemnification for iNTELLESIS in that matter.

## TERMINATION AND CANCELLATION OF MONTH-TO-MONTH SUBSCRIPTION

Either you or iNTELLESIS may terminate or cancel your subscription at any time (early cancellation fees may apply). You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with iNTELLESIS. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or iNTELLESIS' enforcement or application of this Agreement; (2) any policy or practice of iNTELLESIS, including the iNTELLESIS Privacy Policy, or iNTELLESIS' enforcement or application of these policies; (3) the content available through iNTELLESIS or the Internet or any change in content provided through iNTELLESIS; (4) your ability to access and/or use iNTELLESIS; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

You can cancel your membership by delivering notice to iNTELLESIS' Subscriber Service Department at 1-800-932-5750, by sending your cancellation request via US Mail to: iNTELLESIS, 1835 Newport Blvd. A109-401, Costa Mesa, CA 92627. **Cancellation will take effect within 72 hours of receipt of your request, and iNTELLESIS will send you written confirmation. If you cancel near the end of your billing period and are inadvertently charged for the next month's fee contact iNTELLESIS at 1-800-932-5750 to have the charges reversed.** iNTELLESIS reserves the right to collect fees, surcharges or costs incurred before you cancel your iNTELLESIS subscription. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

In the event that your account is terminated or canceled, no refund, including any subscription fees, will be granted; no website online time or other credits (e.g., points in an online game) will be credited to you or can be converted to cash or other form of reimbursement. Active iNTELLESIS subscribers may not allow former Subscribers or other agents whose subscription have been terminated to use their accounts. Any delinquent or unpaid accounts or accounts with unresolved issues with any iNTELLESIS department must be concluded before you may re-register with iNTELLESIS Inc.

## SPECIAL PROMOTION SIGNUPS

As a website Subscriber of iNTELLESIS, your website subscription period will be as described in the signup form. After this period, your subscription will automatically convert to a month-to-month basis. Termination and cancellation will then be as described in the section of this document titled: **TERMINATION AND CANCELLATION OF MONTH-TO-MONTH SUBSCRIPTION**. Early cancellation fees may apply.

## LAW and LEGAL NOTICES

The Subscriber Agreement represents your entire agreement with iNTELLESIS. You agree that this Subscriber Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that the iNTELLESIS Privacy Policy, including iNTELLESIS' enforcement of those policies, are

not intended to confer, and do not confer, any rights or remedies upon any person. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. As noted above, subscriber conduct may be subject to other local, state, national, and international laws. This Subscriber Agreement has been made in and shall be construed and enforced in accordance with Nevada law, hence, you expressly agree that exclusive jurisdiction for any claim or dispute with iNTELLESIS or relating in any way to your subscription or your use of iNTELLESIS resides in the courts of Nevada and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Nevada in connection with any such dispute including any claim involving iNTELLESIS or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to an iNTELLESIS website any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this agreement. Control laws currently prohibit the export of any software program with 128-bit encryption, which may be available through iNTELLESIS.

#### **Information for California Residents:**

Under California Civil Code Section 1789.3, California Subscribers are entitled to the following specific consumer rights information:

**Pricing information:** Current rates for using iNTELLESIS may be obtained by calling 1-800-932-5750. The iNTELLESIS Corporation reserves the right to change fees, surcharges, monthly subscription fees or to institute new fees at any time upon thirty (30) days prior notice, as provided for in this Agreement.

**Complaints:** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

#### **CHANGES TO THE SUBSCRIBER AGREEMENT**

It may be necessary for iNTELLESIS to update or revise certain provisions of this Subscriber Agreement. By becoming an iNTELLESIS subscriber and accepting the Subscriber Agreement you agree that iNTELLESIS may change the terms of this Subscriber Agreement. **If iNTELLESIS makes material changes or revisions to the Subscriber Agreement, we will notify you thirty days in advance by e-mail, postal mail or by posting prominent notice on our websites. If you don't agree to the changes proposed by iNTELLESIS, or to any of the terms in this Subscriber Agreement, your only remedy is to cancel your iNTELLESIS subscription.**

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