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PDC Systems

Master Agreement to Terms and Conditions of Use for Scora Email Filtering Service

v.1.5

This document represents the complete agreement and understanding between PDC Systems (hereafter-called "PDC") in the delivery of the spam and virus filtering service called "Scora" for the domain name(s) named on this document and named Business or Organization (hereafter referred to as "Customer"). Upon notice published 30 days in advance online via Scora's homepage (www.tikitechnologies.com/forms/forms.html) and notified to customers' billing email address of record PDC may change these terms and conditions, prices charged for services, and/or discontinue or change the services offered. Customer's Scora services will only be activated after receipt of a complete and signed copy of this form from Customer and payment for the setup fee and first month's service fee for selected services.

All pages must be initialed/signed and returned for PDC's files. Requests for additional services for the named domain may be phoned in or sent via fax to PDC Sales staff. Changes or new services require the approval by one of the Business or Organization's authorized parties placed on file with PDC. Customer is responsible for maintaining a current and accurate list of authorized contacts with PDC. PDC assumes no responsibility for actions of unauthorized parties left on authorized list by Customer. Parent or legal guardian co-signature is required if Customer is under 18 years of age or requires such co-signature.

Authority to execute this Agreement.

The person signing this Agreement represents that they:

- (a) have signed voluntarily and with complete understanding of the meaning of this entire Agreement.
- (b) have full and complete authority to execute this Agreement on behalf of the Customer:

Business or Organization Name: _____

Mailing Address: _____

Terms accepted for company by (print): _____

Authorized Signature: _____

Accepted for PDC Systems by: _____ Date: _____

INITIAL: _____ DATE: _____

Billing Contact Information and Payment Preferences:

Billing Contact: _____ Title: _____

Phone: _____ Fax:: _____ Email address: _____

Invoice Destination:

Billing Email Address: _____

Please also send a paper invoice to billing contact specified above at address on first page

OR (only one invoice can be mailed)

Please also send a paper invoice to a different billing contact:

Name: _____ Company/Dept. _____

Address: _____

City/State/Zip: _____

Credit Card Authorization

We will automatically bill your credit card for the amount indicated and the total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at anytime by contacting us.

I authorize PDC Systems. to automatically bill the card listed below as specified:

Amount: \$ _____ Frequency: Yearly Monthly

Start billing on: _____ End billing when: Contract expires (date: _____)
 Customer provides written cancellation

Visa Mastercard

Name On Card: _____ Billing Zip Code: _____

Card Number _____ Exp Date: _____

Authorized Signature: _____ Date: _____

Put my signature on file for monthly credit card payment of my PDC account charges and all charges I have authorized PDC to make on my behalf for requested product(s). I authorize PDC to bill me at the current rate for the type of account(s) I have chosen, until my account is terminated. When my card expires, I will provide PDC with the new expiration date or a new card number. Changing the card number on file will require re-authorization of charges.

INITIAL: _____ DATE: _____

4. Account Security/Authorized Parties. There are two different types of authorized parties for your Scora account:

1. An **Account Manager** who can authorize adding, changing or canceling services, adding or removing Administrators. Account Manager has access to account passwords but may or may not be on the Account Administrator list at the discretion of the customer.
2. One (or more) **Account Administrator(s)** who has access to the account passwords and can receive technical support from PDC. Any requests to modify services, incur fees, or remove administrators will first be verified by PDC with the Account Manager via phone or email.

It is important that we verify with reasonable certainty the identity of your authorized parties before taking any requested actions or providing requested information. Have the **Account Manager** and the **Account Administrator(s)** each fill out a unique "secret question/secret answer" security key for identity verification purposes. Keep this information current and notify PDC promptly of any personnel changes. Supply information known ONLY to the respondent and not likely to be found in common databases, or from a stolen wallet. Questions with obvious or "yes/no" answers will not be accepted.

Account Manager contact and their personal security key:

Name: _____ Time Zone or Location _____

Daytime Phone: _____ Evening Phone: _____ Email: _____

Default Secret Question/Secret Answer Key:

What was the name of your **first** pet or first "best friend?" _____ Is this a pet or friend?

-OR-

Create a Secret Question of your own. It MUST be information not known by anyone but you. For instance, Mother's Maiden Name is not a good question. Questions with yes or no answers cannot be accepted.

My own Secret Question: _____

My own Secret Answer: _____

Primary Administrator contact and their personal security key:

Name: _____ Time Zone or Location _____

Daytime Phone: _____ Evening Phone: _____ Email: _____

Default Secret Question/Secret Answer Key:

What was the name of your **first** pet or first "best friend?" _____ Is this a pet or friend?

-OR-

Create a Secret Question of your own. It MUST be information not known by anyone but you. For instance, Mother's Maiden Name is not a good question. Questions with yes or no answers cannot be accepted.

My own Secret Question: _____

My own Secret Answer: _____

Secondary Administrator contact and their personal security key:

Name: _____ Time Zone or Location _____

Daytime Phone: _____ Evening Phone: _____ Email: _____

Default Secret Question/Secret Answer Key:

What was the name of your **first** pet or first "best friend?" _____ Is this a pet or friend?

-OR-

Create a Secret Question of your own. It MUST be information not known by anyone but you. For instance, Mother's Maiden Name is not a good question. Questions with yes or no answers cannot be accepted.

My own Secret Question: _____

My own Secret Answer: _____

INITIAL: _____ DATE: _____

A. Scora TERMS OF SERVICE

A.1 Provision of services: PDC will provide Scora email filtering services on its host computing systems to Customer in exchange for payment of fees and compliance with the terms and conditions of this document. PDC services are defined as the use by Customer of Scora email filtering services.

A.2 Termination of Employment or Association. If an authorized party ceases to be Customer's employee or associate, upon Customer's written notification, PDC will promptly terminate account authorizations to the person(s). Nothing in this paragraph shall preclude PDC from enrolling a person separately from this Agreement.

A.3 Account and agreement term: This agreement shall remain in effect until Customer terminates account or PDC cancels Customer's account. PDC may occasionally require new registration and account information by Customer to continue service. Customer's authorized user(s) will notify PDC in writing or by email of any changes in the account information, such as changes in personnel, address or phone number. PDC reserves the right to change the terms and conditions by notifying Customer by email and/or posting on the Scora homepage (www.tikitechnologies.com/forms/forms.html) at least 30 days in advance of the effective date of the change. Use by Customer after the effective date constitutes acceptance of the new terms and conditions. If customer does not agree to the new terms, Customer may cancel this agreement at any time in accordance with the terms and conditions stated herein.

A.4 Abuse Situations From time to time, cases arise where PDC becomes aware of abusive usage of the Scora service. In such cases, PDC reserves the right to determine what constitutes abuse. In cases of suspected abuse (intentional or unintentional), PDC will attempt to contact the authorized parties (except as prohibited by law enforcement). In severe situations where immediate suspension is required, (e.g. to prevent the propagation of a rapidly spreading virulent computer virus or worm), no advance notice of shut-off will be given. Customer may have access to Scora servers blocked, or have account suspended without warning by PDC, depending on the severity of the situation as assessed by the PDC Abuse and System staffs. In the case of suspension, all email will flow through the Scora system unfiltered. Customer will continue to be charged during suspension and will also be assessed reactivation and abuse fees if applicable.

A.4.1 Discovering and reporting abuse: Violations of the PDC conditions of use may in some cases be criminal offenses. Report to PDC any information you may have in which the conditions of use may have been or are being violated. When PDC becomes aware of possible violations, we will initiate an investigation. To prevent further possible unauthorized activity, PDC may suspend access to services during the investigation. Confirmed violations may result in cancellation of account(s) and/or criminal prosecution. Account suspension may be

rescinded at the discretion of the PDC Abuse Dept., following payment of a reconnection charge and any clean up fees incurred (see "Abuse of Internet Services"). PDC reserves the right to monitor Customer's actions to determine whether Customer is in violation of this agreement.

A.5 Security of Accounts and Other Networks:

Generally, no information an organization or individual considers confidential or irreplaceable should be stored on any ISP's servers. While PDC takes reasonable precautions to protect user data privacy, this cannot be guaranteed and companies should consult a qualified network security engineer if they plan to store private documents on an Internet-connected machine of any kind.

A.6 Copyright Customer agrees not to use PDC services to violate copyright or other intellectual property rights of any author or publisher.

A.7 Customer Privacy: PDC reserves the right to monitor and store content from Customer's traffic to bill the customer, improve service and to determine if Customer is violating the conditions of use as necessary. PDC may share customer data with third parties for the sole purpose of delivering service. PDC does not sell userbase information. PDC agrees to respect the privacy of Customer's account. However, PDC reserves the right to monitor Customer's actions when necessary to help Customer or to protect our users and system. PDC agrees to respect and protect the privacy of Customer's personal files and email but due to the nature of Internet services cannot guarantee that breaches in security will never occur. Customers are urged not to consider email and stored files as secure and should generally not use any Internet system to store unencrypted sensitive data. In the event that PDC is presented with a request from the Customer, a subpoena by legal authorities, or where personal/public safety is threatened, PDC reserves the right to provide any and all Customer information required.

A.8 Offensive or Adult Materials: Scora filters email based on preset scoring and disposition preferences. The goal is to filter out or reject as much unwanted email as possible while not accidentally misclassifying valid email. However, errors will occur. No filter (including Scora) can claim 100% accuracy. Emails that slip through may be illegal, offensive, contain a malicious payload such as a virus or worm, and/or be adult content. Customer accepts any responsibility for monitoring and/or controlling such access.

A.9 Disclaimer and Limitation of Liability: PDC makes no warranties of any kind, whether expressed or implied, for its services. PDC specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. PDC strives to maintain uninterrupted service, but delays, crashes and outages (planned and unplanned) do occur. PDC will not be responsible for any losses or damages resulting from delays, non-deliveries, miss-deliveries, service interruption, force majeure, or

INITIAL: _____ DATE: _____

Customer's errors or omissions. PDC will not under any circumstances be responsible for consequential damages. PDC cannot guarantee the privacy or continued storage of customer files left on our servers or servers connected to our network. Under all circumstances, PDC's liability shall be limited to the amount customer has prepaid for Scora service but not yet used.

The validity, construction and performance of this agreement shall be governed by the laws of the State of Hawaii. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

This agreement shall become effective when Customer's access is enabled. Customer may have different IT policies within their company or organization. Customer acknowledges that this Agreement will override in the case of a conflict, and will compare these for potential conflicts before signing.

B. Scora BILLING POLICIES

B.1 Billing/Terms/Termination: PDC will bill via email invoice or direct payment through credit or debit card. If invoicing is requested: Invoices are sent via email to the account specified by the account holder. It is the responsibility of the account holder to provide a current email address and to check their specified email account for bills. Failure to pay bills on time will result in loss of service, service reinstatement fees and other penalties. The PDC accounting cycle starts the day the account is enabled, prorated to harmonize with the standard billing cycle of the first of the calendar month. The PDC accounting period is one month. Customer must notify PDC at least 15 working days before the next payment is due if Customer wishes to change the method of payment. Service payments must be submitted in advance of receiving services. PDC does not accept post-dated or un-imprinted checks. There is a service fee for each instance of a returned check.

B.2 Suspended Accounts or Delinquent payments: Upon suspension for nonpayment (defined as one week past due date on the bill), email may bypass the Scora system and be delivered unfiltered. Access to the graphic user interface (GUI) , filtering of email and emergency queue services will all be disabled. Previously quarantined email will continue to purge according to the storage preference set by customer. No new items will be added to the quarantine, and access to the quarantine will be suspended pending payment and reactivation. An attempt will be made to contact the Billing Contact and Account Manager offering the options of payment/reactivation (\$24 reactivation fee plus past due amount, prorated amount for current month and next month's service fee) or that the customer reappoint the domain's email record (MX record) if Scora service is no longer desired.

After two more weeks unpaid, and if the customer fails to move their MX record, Scora will begin bouncing (returning as undeliverable) all email for the domain name. At this

point, the account is considered cancelled. No email, files or profiles are retained.

Customer is responsible to pay for service (and any contract penalties) up to the date of cancellation. Regardless of billing type selected, Customer agrees to pay bills on or before due date, and assumes full responsibility for any consequences of unpaid or late-paid balances.

Overdue account balances may be turned over to a collections agency after suspension or cancellation of the account and will result in banishment from the purchase of future services.

B.3 Charge Backs: In cases where the customer suspects a billing error, the PDC billing staff welcomes the opportunity to resolve the matter directly with the customer. Our policy on credit card "charge backs" is as follows:

- With the first instance, PDC will suspend the account until the situation is rectified. (see B.2 for details)
- With the second charge back, PDC will terminate the account and the billed entity may be disallowed from obtaining future services.

B.4 PDC reserves the right to hold or terminate an account at any time for any reason in the case of violation or suspected violation of this user agreement and/or to protect the network.

B.5 Responsibility for upkeep of Domain Name Service (DNS) and Mail Exchanger (MX) record: Failure by the customer to properly maintain the domain name and/or MX record with their chosen registrar and/or hosting ISP will result in disruptions and losses of email (or other losses). Customer is solely responsible for this upkeep and to move their domain's MX record if Scora service is no longer desired. PDC Technologies sets a domain expire time of 24 hours. Customer must coordinate such changes with their new host to allow for proper propagation time.

B.5 Termination of Services/Early cancellation penalties: Termination requests must be signed by the Account Manager and received in writing via fax or postal service at PDC's main office. Identity verification will be required. Accounts will be terminated at the end of the prepaid service period. Customer is responsible for all fees up to the date of termination of the service.

Scora service is paid monthly based on one year contracts. Breach of contract will result in a cancellation penalty of three (3) month's service, or the remainder of the contract, whichever is lower, due upon cancellation.