



Service Agreement:

Parties. This agreement is between MTC Co.,Ltd (PROVIDER) and the dealing party and/or as specified in the application (CLIENT).

INTERNET Services only:

This agreement covers INTERNET services only. Not covered by this agreement are hardware, communication lines and/or software for access to the INTERNET.

Indemnification:

CLIENT shall indemnify, defend by counsel reasonably accepted by PROVIDER, protect and hold PROVIDER harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to the web services provided by PROVIDER to the CLIENT.

No solicitation:

CLIENT agrees not to approach PROVIDERS employees with proposals to hire them as his own employees or contractors. If CLIENT were to hire any of PROVIDERS employees, CLIENT agrees to pay PROVIDER for each employee thus hired the greater amount of: three years salary for that employee as CLIENT is to pay such employee, or \$50,000.

Limited liability:

PROVIDER shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this agreement or the product, including but not limited to damages for lost profits, loss of use, lost data, phone bills, communication lines bills, loss of privacy, damages to third party even if PROVIDER has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Further, PROVIDER will not censor any content on the INTERNET. It will be the CLIENT's responsibility for the usage of his account and or internet session and any consequences of this usage.

No returns:

PROVIDER will not return collected fees for services.

Cut off period for billing errors:

30 days cut off period is set for billing error claims. CLIENT agrees that he has no rights to claim any billing errors for period earlier than 30 days from the date of the claim. All bills are final after 30 days.

Terms:

CLIENT can terminate the services with advance notice in writing only to the billing department by e-mail info@mtcdigital.com. CLIENT understands that there will be no reimbursement and no pro-rate if he decides to terminate the services before the end of a agreed/prepaid term, regardless of the reason for the termination.

PROVIDER can terminate this agreement with a 30 days notice. PROVIDER can terminate the agreement immediately without any compensation if CLIENT does not comply with the "Acceptable use policy" available upon request at this address – [info @mtcdigital.com](mailto:info@mtcdigital.com).

Entire Agreement:

This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

Modification:

This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto.

Waiver:

Performance of any obligation required of a party there-under may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

Separability:

If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms. Governing Law. This Agreement was entered into in the country of Germany and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of Frankfurt, Germany applicable to contracts entered into and performed entirely within Frankfurt, Germany.

Authority to Execute:

Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement and that it hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.

Benefit of Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns. Cumulative Remedies. Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.

No Partnership or Agency:

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party hereto, it being understood that the parties are independent contractors vis-[^]-vis one another.

No Third Party Beneficiaries:

Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary. Excused Performances. Provider shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Provider's reasonable control. In the event of any such delay or failure, the parties shall defer performance of the Services to a date and time mutually agreeable.

Captions:

The section headings and captions contained herein are for reference purposes and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

Gender:

Where the context so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.

Recitals:

The recitals above set forth are incorporated herein by reference. Arbitration. Any dispute arising under this agreement shall be resolved by binding arbitration in the city of Frankfurt/Main and under the rules of the German Arbitration Association.

Last Revised - 01/01/2003