

## ComF5 TouchPro Terms of Service

The ComF5 TouchPro Terms of Service relate specifically to the purchase of the ComF5 (“the “Company”) TouchPro Services, including initial set-up and monthly hosting services (collectively, “Service”). Terms of Service applicable to other ComF5 products and services can be found at [www.comf5.com](http://www.comf5.com). By purchasing ComF5 TouchPro, you hereby agree to and acknowledge the following:

ComF5 reserves the right to update and change the TouchPro Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the TouchPro Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the TouchPro Terms of Service at any time at: [www.touchproapps.com](http://www.touchproapps.com).

Violation of any of the terms below will result in the termination of your Account. While ComF5 prohibits such conduct and Content on the Service, you understand and agree that ComF5 cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

### Account Terms

---

- You must be 18 years or older to use this Service.
- You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- You are responsible for maintaining the security of your account and password. ComF5 cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### Payments and Refund Terms

---

A valid credit card is required.

There will be no refunds or credits for setup fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All TouchPro customers are billed on the 10th or the 20th of the month (the “billing date”) depending on the date of their initial purchase.

If initial purchase date occurred between the first and the fifteenth of the month, the billing date is the 10th of the following month and the 10th of each month thereafter.

If initial purchase date occurred between the sixteenth and the end of the month, the billing date is the 20th of the following month and the 20th of each month thereafter.

You pay for the current month's hosting service in advance. For instance, if you originally purchase TouchPro on July 4th, then you are paying for services beginning July 4th and ending July 31st. Your next recurring billing would occur on the following month on August 10<sup>th</sup> for hosting services provided from August 1<sup>st</sup> through August 31st. The recurring billing will occur on a monthly basis until as long you remain a TouchPro App customer.

If an attempt to charge your credit card on your billing date is declined, you will be notified via your email address of record of the decline. We will then attempt to charge your credit card a second time 5 days after the initial billing date. If the charges are rejected on this second attempt, we will inactivate your account and render the service portion of the account inaccessible until successful payment has been processed. If payment has not processed successfully as of the last calendar day of a month, we will make one more attempt to charge your credit card. If this third attempt fails, your account will be automatically cancelled.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

ComF5 will use commercially reasonable efforts to have the application approved by the appropriate mobile platform provider. Although there is a high likelihood of approval, we do not and cannot guarantee acceptance. If your application is denied by the appropriate mobile platform provider you may cancel your account, however there are no refunds under any circumstances.

## **Cancellation and Termination**

---

You are solely responsible for properly canceling your account. Account cancellation requests must be submitted in writing to [touchpro@comf5.com](mailto:touchpro@comf5.com). Cancellations by phone or sent to any other email address will not be considered valid.

All of your Content will be deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again. You must submit your cancellation request in writing to [touchpro@comf5.com](mailto:touchpro@comf5.com) at least 2 business days before your scheduled monthly billing date in order to avoid charges for the following month.

ComF5, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other ComF5 service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

ComF5 reserves the right to refuse service to anyone for any reason at any time.

## **Modifications to the Service and Prices**

---

ComF5 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

ComF5 shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, ComF5 and/or its third party provider may issue an update to the ComF5 application which may add, modify, and/or remove features from the application. These updates may be pushed out automatically with little or no notice, although ComF5 will do everything in its power to notify you in advance of an upcoming update, including details on what the update includes.

## **Copyright and Content Ownership**

---

ComF5 claims no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using the ComF5 application to create your mobile application, you agree to allow others to view and share your Content. ComF5 does not pre-screen Content, but ComF5 and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

The look and feel of the Service is copyright 2011 ComF5, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from ComF5.

## **General Conditions**

---

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Technical support is only available via email. The technical support email address is [touchpro@comf5.com](mailto:touchpro@comf5.com).

You authorize the Company to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Services, for any purposes related to the Service.

You understand that ComF5 uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other ComF5 service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by ComF5.

ComF5 may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these TouchPro Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any ComF5 customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages. You must not transmit any worms or viruses or any code of a destructive nature. ComF5 does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that ComF5 shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ComF5 has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of ComF5 to exercise or enforce any right or provision of the TouchPro Terms of Service shall not constitute a waiver of such right or provision. The TouchPro Terms of Service constitutes the entire agreement between you and ComF5, with respect to TouchPro Services, and govern your use of the Service, superseding any prior agreements between you and ComF5 (including, but not limited to, any prior versions of the TouchPro Terms of Service).

Any dispute relating to this Agreement shall be resolved in a court of competent jurisdiction in Clark County, Nevada. Attorneys' fees and costs are awardable to the prevailing party of such dispute. In no event shall ComF5 liability to you exceed the amount actually paid to ComF5 by you during the preceding 12 months.

---

## Contact Us

---

Questions about the TouchPro Terms of Service should be sent to [touchpro@comf5.com](mailto:touchpro@comf5.com).