

CITYvoffice.com User Agreement

1. Parties.

1.1. OCCAM & KISS, LLC., a New York Limited Liability Corporation, doing business as CITYvoffice.com ("CITYvoffice.com" or "we"), operates the CITYvoffice.com service (the "Service") and the website at www.CITYvoffice.com (the "Website"). The Service is provided to you ("you" or the "Customer") under the terms and conditions of this Agreement and any modifications to it that we may make from time to time and all other terms, conditions, rules of operation or policies that may be made from time to time by CITYvoffice.com (collectively the "Agreement"). CITYvoffice.com reserves the right, from time to time, with or without notice to you, to alter this Agreement in our sole and absolute discretion. By using, visiting, or browsing the Website, you accept and agree to be bound by the Agreement as may be amended and in force from time to time. The most current version of the Agreement can be reviewed by clicking on the "User Agreement" link located in the FAQ Section of the Website. "CITYvoffice.com" is a service mark of OCCAM & KISS, LLC.

1.2. As used in this Agreement, the term "Customer" means the Customer as well as all users of the Service that you authorize or permit to use the Service ("Authorized Users"). If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have actual authority to bind your organization to the Agreement's terms. You represent and warrant that you are the authorized user and signatory to the credit card used to open and maintain your account, you agree that you are responsible for any use, activity, and charges incurred by you and/or any Authorized Users under your account, and you authorize us to charge your credit card for all charges incurred by you and any Authorized Users.

2. CITYvoffice.com Service.

2.1. **Making CITYvoffice.com Your Designated Agent for Mail.** Customers who use the Service must complete United States Postal Service ("USPS") Form 1583 in order for CITYvoffice.com to provide the Service to the Customer. By completing USPS Form 1583, an original version of which will be provided to the USPS, the Customer is expressly appointing CITYvoffice.com as its agent for receipt of any mail, packages, and parcels (hereafter, collectively or individually, "Mail") addressed to the Customer at the address offered for that purpose by CITYvoffice.com. CITYvoffice.com will retain a copy of the Customer's USPS Form 1583, which will be made available at all times for examination by USPS postal representatives and postal inspectors. The Customer will indicate on the Form 1583 that CITYvoffice.com may accept certified, registered or restricted delivery Mail on behalf of the Customer. With respect to Mail received on behalf of any Customer who has failed to abide by the terms of this Agreement or has failed to execute and deliver to CITYvoffice.com a properly completed USPS Form 1583 or any other required information, CITYvoffice.com reserves the right to "Return to Sender", recycle any Mail, or perform any other permissible actions permitted under USPS regulations.

2.2. **Postage Due.** We will not accept "postage due" or COD Mail on behalf of the Customer unless the Customer has previously made arrangements for such with CITYvoffice.com and deposited payment therefor with us. At our sole discretion, we may refuse to accept "postage due" or COD Mail on behalf of the Customer.

2.3. **Forwarding.** The Customer agrees that Mail forwarded by us is considered to be delivered to the Customer as soon as it is placed in the care of the USPS or similar service, and that the time of delivery of such shipped Mail by third-party vendors is not the responsibility of CITYvoffice.com. The Customer expressly releases CITYvoffice.com from all further responsibility or liability with respect to Mail received or sent by CITYvoffice.com on behalf of the Customer except as specifically set forth in this Agreement. The Customer acknowledges that the USPS and other third-party vendors perform all actual shipping functions and that CITYvoffice.com cannot and does not guarantee forward-shipping or on-time delivery of time-sensitive material.

2.4. **Customer's CITYvoffice.com Mailing Address.** CITYvoffice.com will provide the Customer with a mailing address ("the CITYvoffice.com Address") for the Service. The Customer acknowledges and agrees that CITYvoffice.com has no responsibility or liability for Mail that is not properly addressed according to USPS specifications or the terms of this Agreement. The Customer agrees that if CITYvoffice.com notifies the Customer that certain mailers are using an incorrect format for the mailing address, then the Customer will promptly request such mailers to update their address information. Incorrectly addressed Mail may incur additional handling fees.

3. Customer Account, Pricing and Billing.

3.1. When registering for a new account with CITYvoffice.com, the Customer will receive a confidential password and receive a CITYvoffice.com User Login Name. The Customer shall maintain the security and confidentiality of all passwords provided, and shall be responsible for all charges incurred on the account by Authorized Users or due to the Customer's negligence. You agree to notify us immediately if you have reason to suspect unauthorized use of your account.

3.2. CITYvoffice.com provides the Service under this Agreement pursuant to a pricing schedule published on the Website or in a customized pricing schedule provided directly to the Customer (either variation referred to herein as the "Service Pricing"). The Customer hereby subscribes for the Service under the Service Pricing chosen by the Customer when registering for an account. All fees charged pursuant to this Agreement are subject to change by CITYvoffice.com without prior notice to the Customer.

3.3. When the Customer registers for a new account with CITYvoffice.com, the Customer will deposit funds in a draw-down account with CITYvoffice.com, with charges being deducted from the draw-down account as incurred. When registering a new account, you will enter a valid credit card and pre-authorize CITYvoffice.com to charge that credit card to pay for the Service. When your draw-down account balance reaches \$20, we will automatically charge your credit card the amount of \$50, which will then be added to the balance of your draw-down account. We will notify you if we recommend a higher automatic charge based on your account activity.

3.4. By using the Service, you are expressly agreeing that we are permitted to bill you charges incurred in connection with your use of the Service, plus any applicable tax. The Quarterly Account Fee and Storage Fees set forth in the Service Pricing will be billed at the beginning of your subscription, and every three months thereafter until your subscription is terminated. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by e-mail. If you want to use a different payment method or if there is a change in your credit card validity or expiration date, you may edit your payment method information in your account. If your designated payment method reaches its expiration date, your continued use of our services constitutes your authorization for us to continue billing that payment method and you remain responsible for any uncollected amounts.

3.5. The Customer's account may be placed in Suspension if the balance of the Customer's draw-down account falls below \$0. Once your account has been suspended, your account will be disabled and all service requests will be rejected for lack of funds until the draw-down account has a positive balance. If the draw-down account balance remains negative for 30 days or longer, the Customer's account will be considered delinquent and a \$20 fee will be imposed for reinstatement.

3.6. Following the termination of the Customer's account, any Mail received by CITYvoffice.com will be shipped within three business days of receipt (via lowest-cost carrier) to the Customer for 30 days or until the Customer's draw-down Account falls to \$0, whichever occurs first. Mail that arrives thereafter will be discarded. The Customer waives and releases CITYvoffice.com from compliance with any obligation to forward or re-mail Mail received after the Customer's account is terminated and specifically agrees that CITYvoffice.com has no obligation to forward or re-mail Mail to the Customer except as expressly stated in this Agreement. The foregoing is intended to be a written instruction from the Customer to CITYvoffice.com that the Customer's Mail need not be re-mailed to the Customer as otherwise required by USPS regulations. CITYvoffice.com will refund any remaining funds in the draw-down account to the Customer within 45 days following the expiration of the 30-day post-termination forwarding period.

3.7. The Customer acknowledges that the Customer has sole responsibility for notifying mailers of a Customer mailing address other than the CITYvoffice.com Address following termination of the Customer's account.

3.8. Customer-Returned Mail.

If the Customer refuses or fails to accept Mail forwarded from CITYvoffice.com pursuant to this Agreement and such Mail is returned to us, the Customer agrees to be charged \$20 for processing the return plus any return postage and all

other fees and expenses reasonably incurred by CITYvoffice.com in connection with such returns. Upon the request of CITYvoffice.com, the Customer must sign for or otherwise acknowledge its acceptance of all Mail sent to the Customer by CITYvoffice.com.

4. Compliance With Laws.

4.1. Customer acknowledges and agrees that CITYvoffice.com cooperates with all local, state and federal agencies and will share any and all information about the Customer and use of the Service with such agencies and all USPS postal representatives and postal inspectors upon request. The Customer specifically indemnifies and holds harmless CITYvoffice.com from any and all liability, claims, damages, losses or causes of actions arising from the release of information regarding the Customer or the Customer's use of the Service to any local, state or federal agency or to the USPS. the Customer represents and agrees that it will not use (or knowingly, recklessly, or negligently allow to be used) the Service for any unlawful, illegal, illegitimate or fraudulent purposes or for any other purpose not in conformity by the USPS regulations or other applicable laws, statutes, rules and regulations. The Customer further represents and agrees that the Service shall be used in compliance with all applicable federal, state and local laws. If CITYvoffice.com suspects that the Service have been used for any unlawful, fraudulent, or illegal activities, CITYvoffice.com may inspect any Mail or immediately terminate this Agreement and the Service. Except as provided herein, CITYvoffice.com will preserve the confidentiality of such Mail's contents with respect to third parties except as required by law or to protect the legitimate commercial interests of CITYvoffice.com.

4.2. The Customer (including family members, other account holders, agents, employees and representatives) represents to CITYvoffice.com that it is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 F. the Customer represents that it is not a Specially Designated National or Blocked Person as determined by the United States Department of Treasury Office of Foreign Assets Control. If CITYvoffice.com determines that the Customer is a Specially Designated National or Blocked Person, this Agreement shall immediately terminate without further notice from CITYvoffice.com.

5. Subcontracting.

We reserve the right to subcontract any of our rights or obligations under this Agreement. In particular, CITYvoffice.com subcontracts with couriers and the USPS for the delivery of MAIL, and with Freedom Voice for the provision of voice mail services. Services performed by subcontractors are offered in accordance with the terms, conditions, warranties and limitations of liability set forth by subcontractors on their customer agreements, copies of which can be found at the following internet links:

United States Postal Service:	http://pe.usps.com/framepdf.asp?Dest=dmmtoc.pdf
Federal Express:	http://www.fedex.com/us/services/terms/us.html
United Parcel Service:	http://www.ups.com/content/us/en/resources/service/terms/service.html
Freedom Voice:	http://www.cityvoffice.com/fvagreement.html

6. Hold Harmless.

Customer agrees to protect, defend, indemnify and hold harmless CITYvoffice.com, from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by CITYvoffice.com, including, without limitation, any claim for personal injury or property damage, arising from: (i) this Agreement; (ii) the provision of the Service to the Customer and the Customer's use thereof; (iii) the failure of any third party, USPS or any commercial delivery or courier service, to provide delivery or courier services accurately and on time; (iv) loss, damage, or destruction of the Customer's Mail by any cause whatsoever whether or not attributable to CITYvoffice.com's negligence or intentional act; and (v) any violation by the Customer of any federal, state or local laws, statutes, rules or regulations. For purposes of this Agreement, the indemnified parties shall include CITYvoffice.com and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.

7. Limitation of Liability.

THE CUSTOMER AGREES AND ACKNOWLEDGES THAT CITYVOFFICE.COM IS NOT LIABLE FOR ANY DAMAGE TO MAIL, OR TO MAIL DURING OR AFTER MAILING OR SHIPMENT TO THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE DOES NOT INCLUDE CUSTOMS, TAXES, OR FEES AND THAT CITYVOFFICE.COM IS NOT A CUSTOMS AGENT OR BROKER. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE EXPORT AND IMPORT OF ITS PACKAGES AND SHIPMENTS. THE CUSTOMER IS ALSO SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL CUSTOMS, DUTIES, TARIFFS, TAXES, OR OTHER CHARGES OR FEES OF ANY NATURE RELATING TO THE SHIPMENT OF MAIL TO THE CUSTOMER. Any additional insurance in excess of the standard amount insured by carriers, if any, must be authorized and paid for in advance by the Customer, and the Customer acknowledges and agrees that CITYvoffice.com has no responsibility or obligation to insure any mail or shipments sent to the Customer.

THE CUSTOMER AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, WHETHER EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, CORRECTNESS, COMPLETENESS, CURRENCY, OR OTHERWISE ARE HEREBY EXPLICITLY DISCLAIMED. ALL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICE ARE HEREBY EXCLUDED, TO THE FULL EXTENT PERMITTED BY LAW, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER CAUSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CITYVOFFICE.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET ANY OF THE CUSTOMER'S EXPECTATIONS OR REQUIREMENTS NOR THAT THE SERVICE ARE PROVIDED SECURELY OR WITHOUT ERRORS. THE SERVICE IS PROVIDED ON AN "AS AVAILABLE" BASIS AND CITYVOFFICE.COM MAKES NO WARRANTIES THAT THE SERVICE WILL BE TIMELY, AVAILABLE AT ALL TIMES, OR FOR A PARTICULAR PERIOD OF TIME WITHOUT INTERRUPTIONS. THE CUSTOMER USE OF THE SERVICE AND THE WEBSITE IS AT THE CUSTOMER'S SOLE DISCRETION AND RISK. WITHOUT LIMITATION OF THE FOREGOING, CITYVOFFICE.COM WILL NOT BE RESPONSIBLE FOR ANY DAMAGE RESULTING TO THE CUSTOMER OR ITS COMPUTER SYSTEMS THAT MAY RESULT FROM THE USE OF THE WEBSITE.

CITYVOFFICE.COM SHALL NOT BE LIABLE TO THE CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY NEGLIGENT ACTS OR OMISSIONS IN COMPILING, COLLECTING, PROCESSING, COMMUNICATING OR DELIVERING MAIL, DIRECTLY OR INDIRECTLY. THE CUSTOMER AGREES AND ACKNOWLEDGES THAT THE TOTAL AMOUNT OF LIABILITY OF CITYVOFFICE.COM, IF ANY, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES OR JUDGMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICE SHALL NOT EXCEED \$100.00 WITHOUT REGARD TO THE NATURE OF THE CLAIM, LOSSES OR DAMAGES INCURRED.

8. Privacy Policy and Use of Customer Information.

Customer acknowledges and agrees to the terms of the Privacy Policy posted on the Website, which is incorporated into and part of this Agreement, as it may be updated from time to time.

9. Term and Termination.

This Agreement, as may be modified from time to time, shall be of indefinite duration, and shall commence upon receipt by us of a signed copy of this Agreement and two executed, completed copies of USPS Form 1583 The Customer may terminate this Agreement upon 30 days' written notice to CITYvoffice.com. We may terminate this Agreement for cause at any time, or upon 15 days' written notice to you.

10. Communications and Notice.

By using the Service, you consent to receiving electronic communications from CITYvoffice.com. These communications will include notices about your account (e.g., shipping and receiving e-mails and other transactional information) and information concerning or related to the Service. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Notice shall be deemed given when delivered (if sent by electronic mail, facsimile, or delivery service) or five (5) days after being deposited in the U.S. mail, postage prepaid, or two (2) days after sending the notice via a commercial courier service to the Customer's address as set forth on Form 1583. Electronic mail notices to the Customer shall be sent to the e-mail address provided in the Customer's profile, or as updated by the Customer with appropriate notice, including through the Customer's profile on the Website. It shall be the Customer's responsibility to ensure that CITYvoffice.com has a current e-mail address for the Customer, and CITYvoffice.com shall not be responsible for failure to provide notice if the e-mail addresses provided by the Customer is not valid or functioning.

11. Governing Law, Jurisdiction.

This Agreement and the Privacy Policy will be governed by, and construed, in accordance with the laws of the State of New York applicable to contracts negotiated, executed and performed in, and between residents of, the State of New York. The Customer consents to the venue and jurisdiction of the courts of competent jurisdiction sitting in New York County, New York.

12. Severability.

In the event that any provision or modification of this Agreement shall be deemed to be illegal, invalid or otherwise unenforceable, such provision shall be considered deleted from this Agreement, but all other provisions of this Agreement and the remaining portion of any provision which is deemed to be illegal, invalid or unenforceable in part shall continue in full force and effect.

13. Non-Waiver.

If any party to this Agreement fails to enforce any provision of this Agreement, or fails to exercise any right at any time, such failure shall not operate as a waiver thereof.

14. Entire Agreement.

This Agreement contains the entire agreement between the parties regarding the subject matter hereof, and may not be modified or amended, except as expressly provided herein or in a written instrument executed by the parties.

ACCEPTED AND AGREED:

ON BEHALF OF OCCAM & KISS:

Signature

Signature

Name and Title

Name and Title

Company

Date

Date