

Billing, Service Changes, & Cancellations

The Terms and Conditions of Service (this "Agreement") constitutes a legally binding contract between CloudNet360 / Premium Web Cart Inc. including all its subsidiaries and/or white label partners; herein referred to as CloudNet360 / Premium Web Cart, Inc. or CN360 / PWC, and the individual or entity (the "Client") who submits an order or pays for our services (the "Services").

****Important Note of Understanding Regarding Cancellations****

Immediately upon cancellation 100% of your data will be deleted, including, but not limited to:

- Customer records
- Credit card detail
- Transaction history
- Recurring billing history
- Gateway detail
- Affiliate contact, content, and history

This process is permanent and cannot be reversed. At the discretion of CN360 / PWC, data may store data to fulfil specific requirements that may exist at the time of account origination, cancelation or future consideration. CN360 / PWC is under no obligation to restore this data or make it available once an account has been terminated by the customer or by CN360 / PWC.

Billing Policy:

The Services will commence on the date Client's order is accepted by CloudNet360 / Premium Web Cart Inc. (the "Effective Date") and will continue on the basis of successive billing periods of 4 weeks (28) days (the first day of each billing period being a "Billing Date") thereafter until terminated by either party. CloudNet360 / Premium Web Cart Inc. will charge the Client's credit card on each Billing Date for the billing period beginning on that date. If funds are not available or CloudNet360 / Premium Web Cart Inc. otherwise is unable to collect any fees when due, CloudNet360/Premium Web Cart Inc. may continue to submit charges on Client's credit card from time to time until all fees due are paid. CloudNet360 / Premium Web Cart Inc. may suspend all or any portion of the Services at any time when fees are due and unpaid. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for days unused with an open monthly account.

The Client is solely responsible for contacting CloudNet360 / Premium Web Cart, Inc. for all changes or modifications to this agreement including upgrades, downgrades and

cancellations prior to the billing date. If no such notification is given to CloudNet360/Premium Web Cart, Inc. by The Client, CloudNet360/Premium Web Cart will assume The Client accepts all terms and services and agrees to pay all related fees directly from The Client's credit card.

The Client agrees that they have received service credit for setup, list conversion and/or consultation equivalent to three billable service hours. The value of these services is issued as a credit in the anticipation that the Client retains CN360/PWC membership services for at least one year. If the client cancels prior to this term for any reason, CN360/PWC reserves the right to charge the Client for services rendered.

Any fees due under this Agreement are net of any sales or use taxes, all of which are the sole responsibility of Client.

Package Limitations:

- Basic: 2,500 Orders Or NA CRM Records
- Advanced: 5,000Orders Or NA CRM Records
- Super Starter: 100 Orders Or 1,000 CRM Records
- Professional: 7,500 Orders Or NA CRM Records
- Elite: 10,000Orders Or 25,000 CRM Records
- Platinum: 50,000Orders Or Unlimited CRM Records

Order quantities in excess of 50,000 will have an adder of \$25 per 25K.

Cancellation Policy:

1. You are solely responsible for properly cancelling your account. A phone or email request to cancel your account is not considered cancellation. All cancellation requests must follow the "Account Cancellation/Downgrade Process" specified later in this document.
2. CN360 / PWC does not offer ANY refunds of any charge already made, even if you cancel just 1 day after your billing date. Instead, we offer a free trial for you to evaluate if our software meets your needs.
3. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for days unused with an open monthly account. In order to treat everyone equally, no exceptions will be made.

4. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on the date of account adjustment.

*Downgrades made after the regular recurring billing date will not be refunded.

5. If you cancel the Service before the end of your current paid up subscription period, your cancellation will take effect immediately and you will not be charged again.

6. If you have a dispute about a charge, we urge you to call us (888-388-1815) before disputing the charge with your credit card company. We'll resolve any issues immediately. Chargebacks are taken seriously and are automatically referred to a collection agency. Disputed chargeback fees are the responsibility of the client and CN360 / PWC will pursue all fees, costs and attorney fees.

7. CloudNet360 / Premium Web Cart Inc., 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, 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. CloudNet360 / Premium Web Cart, Inc. reserves the right to refuse service to anyone for any reason at any time.

Account Termination/ Cancellation:

Client may terminate this Agreement at any time by giving CloudNet360 / Premium Web Cart Inc. notice via the specified Account Cancellation Process at least seven (7) days prior to the next Billing Date. CloudNet360 / Premium Web Cart Inc. may also terminate this Agreement at any time by giving Client at least thirty (30) days prior notice. In addition, CloudNet360 / Premium Web Cart, Inc. may terminate this Agreement immediately and without prior notice if Client is in breach of this Agreement. Following termination, the Client will have no right to use or access the Services. In its discretion, CloudNet360/Premium Web Cart Inc. may permit a Client to recover data from the Services following termination after payment of additional fees.

Account Cancellation / Downgrade Process:

1. You are solely responsible for properly cancelling or downgrading your account prior to the next billing period. For your security, a phone or email request to make changes to your account is not considered acceptable.

2. All requests to cancel or downgrade existing accounts must be made through the email (billing@cloudnet360.com) only.

Notice:

CloudNet360/Premium Web Cart Inc. may give notice to Client of any matter under this Agreement (1) orally, by calling Client's representative or by leaving a voicemail for Client's representative at the telephone number in Client's profile, (2) by email to the email address provided by Client in Client's profile, or (3) by regular mail to Client's mailing address in Client's profile. Client may give notice to CloudNet360/Premium Web Cart Inc. by regular or certified mail to the following address:

CloudNet360 / Premium Web Cart, Inc.

Attn: Billing Department

7000 Mopac Exwy, Suite # 200

Austin, Tx 78731

No Warranties:

The Client acknowledges that CloudNet360 / Premium Web Cart Inc. does not warrant, guarantee, imply, or predict any type or level of profit or response from the Services. The Services may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the Services resulting from conditions of events outside the reasonable control of Premium Web Cart Inc. and for which Premium Web Cart Inc. will bear no responsibility.