

Bitochon's Service Management & Dispatch System

SUBSCRIBER SERVICE AGREEMENT

1. ACCEPTANCE OF TERMS

Bitochon Technologies, LLC provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time on our website. In addition, when using particular Bitochon Technologies, LLC services, you and Bitochon Technologies, LLC shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

Bitochon Technologies, LLC currently provides users pay online access or the ability to license the Bitochon's Service Management & Dispatch System program for their own computers and/or Networks. Bitochon's Service Management & Dispatch System is a service business management and e-mail dispatching system. This service or program allows service or field service based businesses to track their customers, staff, schedules, work orders, invoices, skills, referrals, proposals, documents, call logs, work orders, sends out e-mail messaging to staff in field and other features (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service or program, including the release of new Bitochon Technologies, LLC properties, shall be subject to the TOS. You understand and agree that the Service or program is provided "AS-IS" and that Bitochon Technologies, LLC and its affiliates, employees and owners assume no responsibility for the timeliness, deletion, mis-delivery, failure to store any information, or malfunction. You are responsible for obtaining access to the Service or Program and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service or Program.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bitochon Technologies, LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bitochon Technologies, LLC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Bitochon Technologies, LLC PRIVACY POLICY

We will not divulge any information you provide to us, to any person, unless you so authorize us to do so, or we are required to do so by law.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Bitochon Technologies, LLC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Bitochon Technologies, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all foreign and local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

7. INDEMNITY

You agree to indemnify and hold Bitochon Technologies, LLC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another, or your violation of any laws.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Bitochon Technologies, LLC may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that data will be retained by the Service, the maximum disk space that will be allotted on Bitochon Technologies, LLC's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Bitochon Technologies, LLC has no responsibility or liability for the deletion or failure to store any data and other communications or other Content maintained or transmitted by the Service. You acknowledge that Bitochon Technologies, LLC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Bitochon Technologies, LLC reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

10. MODIFICATIONS TO SERVICE

Bitochon Technologies, LLC 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. You agree that Bitochon Technologies, LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that Bitochon Technologies, LLC, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Data within the Service, for any reason, including, without limitation, for lack of use or if Bitochon Technologies, LLC believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Bitochon Technologies, LLC may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Bitochon Technologies, LLC may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Bitochon Technologies, LLC shall not be liable to you or any third-party for any termination of your access to the Service.

13. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Bitochon Technologies, LLC has no control over such sites and resources, you acknowledge and agree that Bitochon Technologies, LLC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Bitochon Technologies, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. Bitochon Technologies, LLC'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Bitochon Technologies, LLC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Bitochon Technologies, LLC grants you a personal, non-transferable and non-exclusive right and license to use the object or Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Bitochon Technologies, LLC for use in accessing the Service.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Bitochon Technologies, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. Bitochon Technologies, LLC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR 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 SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Bitochon Technologies, LLC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

16. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Bitochon Technologies, LLC 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 Bitochon Technologies, LLC 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; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

17. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

18. TRADEMARK INFORMATION

Bitochon Technologies, LLC, the Bitochon Technologies, LLC logo, and other Bitochon Technologies, LLC logos and product and service names are trademarks of Bitochon Technologies, LLC Inc. (the "Bitochon Technologies, LLC Marks"). Without Bitochon Technologies, LLC's prior permission, you agree not to display or use in any manner, the Bitochon Technologies, LLC Marks.

19. COPYRIGHTS

Bitochon Technologies, LLC respects the intellectual property of others, and we ask our users to do the same.

20. GENERAL INFORMATION

The TOS constitute the entire agreement between you and Bitochon Technologies, LLC and govern your use of the Service, superceding any prior agreements between you and Bitochon Technologies, LLC. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Bitochon Technologies, LLC shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and Bitochon Technologies, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Staten Island, New York. The failure of Bitochon Technologies, LLC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. Purchase of In House Version

If you are purchasing the in-house version of the Software to install on your server the following applies: Bitochon Technologies, LLC and it's third party providers, if applicable, grant to Customer a nonexclusive and nontransferable license to use the Bitochon's Service Management & Dispatch System Software in object code form installed on a single file server. Customer may only use the program (Bitochon's Service Management & Dispatch System) contained in the Software for which Customer has paid a license fee. Upgrades may override any changes Customer implements. To the extent inconsistent with any of the foregoing terms, this paragraph shall control.

22. Purchase of Source Code

In the event Customer purchases "Source Code" the following applies and supercedes any inconsistent paragraphs above: Modifications may only be made for Customer's own use; Customer may not resell, assign, copy or utilize the Source Code for profit or commercial purposes except as specifically authorized under this agreement. Once purchased, no refunds are permitted. Upgrades may override any changes Customer implements.

23. NONCOMPETITION

You agree that you will not open, operate, maintain, participate, in a business which is the same or similar to Bitochon Technologies, while you are a subscriber, or holder of Bitochon's Service Management Software or Source Code in any form.

Signature: _____ Title: _____ Date: _____

Bitochon's Service Management & Dispatch System Credit Card Order Form

In order for us to accept and bill your credit card, please complete all fields, SIGN and date, and fax it back to 718-504-4451 or return via mail to Bitochon Technologies, LLC. Please provide the following information:

Contact/Billing Information: (as shown on credit card)

Full Name: _____

Company: _____

Address: _____

City/Town: _____ State/Prov: _____ Zipcode: _____

Country: _____ Default Tax Rate: _____

Email: _____

Phone: _____ Fax: _____

Credit Card: Visa MasterCard American Express

Credit Card#: _____ Exp. Date: _____

One time Account Setup				
Optional Startup and Configuration Special				
Administrator	Username: _____	Password: _____	Amount:	*\$/____/____
*Please see rate sheet. You can choose to pay monthly, quarterly, or annually for additional savings.				
Additional User(s)	Username: _____	Password: _____	Amount:	
Additional User(s)	Username: _____	Password: _____	Amount:	
Shared User Account	Username: _____	Password: _____	Amount:	
___ GPS Software			Amount:	
If you need more room please use the reverse side.				
* The subtotal does not include sales tax and any surcharges that you might incur during that month.				* SubTotal

I hereby authorize Bitochon Technologies, LLC to charge my credit card for monthly Bitochon's Service Management & Dispatch System service fees. I agree that this is a monthly charge that will be determined according to the number of users using my account. I also agree that if I wish to terminate the recurring billing process it must be done in writing or by sending an email to info@bitochon.com. By signing below I am also agreeing to the terms of the Bitochon's Service Management & Dispatch System Service Agreement, which I have read.

Signature of Card Holder: _____ Date: _____