



## Agreements and Disclosures

### 1. AGREEMENT

This is an agreement between ASAP and you to provide the ASAPlink reporting service (hereby referred to as the 'Service'). By establishing an account and/or using the ASAP provided ASAPlink Web-based software, you agree to be bound by this Agreement, including future revisions in compliance with the current ASAP Acceptable Use Policy. The most recent versions of all ASAP policies may be found at <http://www.asaplink.net/custService.htm>

### 2. TERM

ASAP reserves the right to change prices of the Service upon 30 days notice. ASAP reserves the right to change features of the Service at any time. Current Service prices and features may be obtained by visiting our website [www.ASAPlink.net](http://www.ASAPlink.net).

The Service speed can vary depending on location, line quality, inside wiring, Internet traffic, and other factors beyond the control of ASAP. ASAP provides the Service on a "best effort" standard and does not guarantee upload or download speeds.

### **ASAP Policies and Privacy Statement**

ASAP is a month-to-month program.

Billing occurs one time per month on the 15th of that month.

You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately.

Charges are billed to your credit card, debit card, or from checking account debit as applicable, for each month for the Service and any additional usage, services, taxes and fees. ASAP is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by ASAP. You agree to maintain valid and current bank account and credit card information on file with ASAP at all times.

- Note: ASAP fees are automatically debited from either your business checking account or a business credit card or debit card. We do not accept cash or checks. You are automatically enrolled for the next month, unless you contact us in writing 30 days prior to the 15th billing date.

### **Fees:**

**\$249.99 basic registration fee** (non-refundable) Includes: Activation of the ASAPlink Service, customized progress reporting pages, administrative pages, and your logo attachment to all of the reporting pages and customer generated reports.

**\$149.99 monthly fee** (one location), which will be prorated the first based on activation date. Includes: Monthly hosting of your ASAPlink Service and data, all program support and system upgrades.

#### Additional Fees:

- \$24.99 each additional location
- \$99.99 reactivation fee.
- \$50 fee for declined debits.

#### **Refunds:**

Refunds are not given.

**Cancellation Policy:** To cancel or terminate your ASAPlink Service we require 30 days notice. To process your cancellation request, we require that you provide the following: Emailed request, your customer account number, phone number and reason for canceling. Please submit this request to [billing@asaplink.net](mailto:billing@asaplink.net). Cancellation will be effective at the end of the billing period 30 days after the notice of cancellation is received.

#### **Your Account, Password, And Security:**

Upon registration, you will receive a welcome letter with your username, password, and account activation date and other information. You must keep your password confidential so that no one else may access the Service through your account. You must notify ASAP immediately upon discovering any unauthorized use of your account.

#### **Software License:**

ASAP grants to you a limited, nonexclusive, nontransferable and non-assignable license to use ASAPlink Web-based software Service (including software from third-party vendors that ASAP distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. You agree to use the Licensed Programs solely in conjunction with the Service and for no other purpose. ASAP may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to you. All third-party software license agreements can be found on our website at and are hereby incorporated and made a part of this Agreement by reference.

The Licensed Programs constitute confidential and proprietary information of ASAP and ASAP's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with ASAP and ASAP's licensors. You shall not, and shall cause your employees and agents not to, disclose or transfer any portion of the Service to any third party. You further agree not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the Service. You hereby acknowledge that, if ASAP at any time or from time to time performs any customizations or modifications to Service, all rights and interests to such customizations or modifications shall be the sole property of ASAP.

#### **Jurisdiction:**

ASAP Users are entitled to the following information:

The ASAPlink Service is provided by ASAP, PO Box 6344, San Rafael, CA. 94903.

Current pricing may be obtained from our website: [www.ASAPlink.net](http://www.ASAPlink.net). ASAP

reserves the right to change prices and institute new fees at any time upon 30 days

prior notice (notice will be made by Email). Complaints and questions about the service should be directed to ASAP at [info@asaplink.net](mailto:info@asaplink.net). Actions arising from this agreement may be brought in an appropriate California small claims court in Marin County.

**Ownership of Data:**

You acknowledge and agree that ASAP owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from and entered into those databases.

**ASAP Privacy Policy:**

Your privacy is very important to us. We want to make your experience on the Internet as enjoyable and rewarding as possible, and we want you to use ASAPlink's vast array of information, tools, and opportunities with complete confidence.

ASAP has created this Privacy Policy to demonstrate our firm commitment to privacy and security. This Privacy Policy describes how ASAP collects information from users of ASAPlink services (the 'Service'), how we use the information we collect and the choices you have concerning the collection and use of such information. Please read this Privacy Policy carefully.

**Security and Privacy:**

While ASAP has implemented industry standard technical safeguards, ASAP makes no warranties or representations concerning the security and privacy of the User Content you submit to the service, including security and privacy of User Content transmitted via the Internet and/or electronic mail.

**Collection and Use of Information:**

Members are asked to provide certain information when they sign up for our Service such as name, address, telephone number and billing information (such as a credit card number). The personal information collected from Members during the registration process is used to manage each Member's account (such as billing and collections).

In order to better understand its Members, ASAP collects consumer data such as ZIP code, demographics and other publicly available information from third-parties. ASAP uses this data to provide product and service offers. We use data in aggregate to develop products and offers to better serve its Members.

ASAP collects information from Visitors and Members who use the various parts of our Service. We use this information primarily to provide a customized experience as you use our Service. ASAP collects consumer information about its Members through surveys.

ASAP may share personal information with select affiliates in order to provide ASAP services to our Members. ASAP does not share identifying information (like Name and address) with affiliates for their use in delivering product and service offers to Members. Affiliates will not be allowed to use any information provided in serving our customers to be sold, rented, or given to any other company. Affiliates are not allowed to use ASAP data for any other purpose other than ASAP approved programs designed to better serve Members.

In instances where ASAP and an affiliate jointly promote the Service, ASAP may provide the affiliate certain personal information, as a result of the joint promotion. In this instance, the information may not be used by the affiliate for any other purpose. ASAP may also generate aggregate profiles from information provided during registration (such as the total number, but not the names, of Members). We may use this aggregated and non-identifying information to sell advertisements that appear on the Service.

We use registration information to contact you in a variety of ways. We may send you offers through email, phone or regular mail of ASAP products and services or offers on behalf of selected affiliates.

### **Use of Service**

Your subscription and right to use the service are personal to you and your company and do not extend to use by or on behalf of any association, organization, corporation or person(s). In addition, you are not permitted to assign or transfer your subscription or right to use the service for any reason.

ASAP reserves the rights to use a portion of generated progress reports as an advertisement banner for promotional products. These advertisements help us keep the cost of ASAP at the low monthly fees we currently are charging.

### **Voluntary Surveys:**

We may periodically conduct both business and individual surveys. We encourage Members to participate in these voluntary surveys because they provide us with important information that helps us to improve the types of services we offer and how we provide them to you. Your personal information and responses will remain confidential, even if the survey is conducted by a third-party.

We take the information we receive from individuals responding to our surveys and combine (or aggregate) it with the responses of other Members to create broader, generic responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). We then use the aggregated information to improve the quality of our services to you, and to develop new services and products. This aggregated, non-personally identifying information may be shared with third-party affiliates.

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