

EMAIL SERVICES and MICROSOFT® HOSTED EXCHANGE

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1. **Description of Service.** Web.com may provide you with the capability of sending and receiving electronic mail via the Internet and through mobile phones ("Email Service" or "Email Services"). To utilize the Email Services you must: (i) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (ii) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. In order to maintain the quality of our services to other customers and to protect our computer systems Web.com may limit the number of recipients of any email message transmitted or received by you. Web.com may also restrict the number of recipients receiving an individual message. Web.com reserves the right to change these limits. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Web.com operating rules or policies and may suspend or terminate your Email Service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The Email Service is subject to scheduled (from 12:01am eastern United States time to 2:00 am eastern United States time every Saturday) and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the Email Service, we (or our third-party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live Website, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the Email Service. We will not refund the fees you paid for our Email Service if you elect to transfer your domain name record to a third party. You may not exceed the storage [megabytes] applicable to the particular Email Service purchased by you as specified on our Website at the time of your purchase (or as subsequently modified by us pursuant to this Agreement). If you exceed the applicable storage limitations, Web.com reserves the right, in its sole discretion, to either (i) charge, and you agree to pay, an additional fee as described on our Website for each Megabyte of usage that exceeds the bandwidth limitations set forth above, or (ii) terminate or suspend your Email Service and this Agreement. Additionally, you acknowledge and agree that we may delete any or all messages in your "trash" and "spam" folder at any time in our sole discretion. As a part of this service, Web.com may offer for a fee to you the option for you to purchase additional capacity and sizing for your Email Service account and some or all of the mailboxes that are associated with your account.

2. **Catch-All Mailbox Service.** Web.com may make available to you the ability to subscribe to our Catch-All Mailbox service. You acknowledge and agree that, in the event you subscribe to the Catch-All Mailbox service, any electronic mail sent to the email box of any user of your Email Service (e.g., Person@Yourcompany.com) will also be sent to the email box set up for the Catch-All Mailbox service. You further acknowledge and agree that in the event your Web.com email and domain name services are terminated, any future registrant of your terminated domain name that subscribes to the Catch-All Mailbox service may receive emails intended for receipt by you or a former user of your Email Service, and you agree that Web.com shall have no liability to you or any third party with respect thereto. You are solely responsible for providing any and all necessary notifications regarding termination of your Email Services, and you agree that Web.com shall have no liability to you or any third party with respect thereto.

3. **SPAM Protection.** The Email Service may include real-time SPAM Protection, whereby all email sent to your email address(es) will be scanned to detect SPAM and to assist in preventing SPAM from reaching your email box(es). All email detected as SPAM will be deleted and will not be delivered to your email inbox. All email box(es) automatically include SPAM Protection and this feature cannot be disabled or configured by you. You acknowledge and agree that our SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in email that is not SPAM being falsely identified as SPAM and deleted by our system, or the delivery of SPAM to your email box(es). You acknowledge and agree that

Web.com shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any email as a result thereof, or your receipt of SPAM.

4. Virus Protection. The Email Service may include Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or email program, whereby email sent to your email address(es) will be scanned for viruses. If a virus is detected, the email message and/or attachment, as applicable, will be cleaned if possible and the header of the email will be tagged to inform you that a virus was detected and that the email message and/or attachment has been cleaned and the virus removed. If a virus is detected, and the virus cannot be removed from the email message and/or attachment, the email message and/or attachment will be deleted and the email will be tagged to inform you that portions of the email have been deleted because a virus was detected. If your email box(es) automatically includes Virus Protection, this feature cannot be disabled or configured by you. You acknowledge and agree that our Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete email messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or email program. You acknowledge and agree that Web.com shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any email and/or email attachments as a result thereof, or the transmission of viruses to your computer system and/or email program.

5. Safeguarding Passwords. You are responsible for maintaining the confidentiality of your password and email account and are fully responsible for all activities that occur using your password. Please notify us immediately of any unauthorized use of your password or email account or any other breach of security. Web.com is not liable for any losses that you may incur as a result of any third-party's use of your password.

6. Billing for Email Service and Upsells. Billing for annual Email Services shall be by valid credit card (acceptable to Web.com) at the time of purchase. If you elect to subscribe to monthly Email Services, your monthly payments for the same will be automatically charged to the credit card provided by you (and acceptable to Web.com) at the time of your purchase (with such payments being charged in advance on a monthly or other similar recurring basis) ("Monthly Email Service Fee"), and you hereby agree that Web.com is authorized to so charge your credit card. Web.com, in its sole discretion, shall determine the prices it will charge for the Email Services, and the terms and conditions applicable to the same, and Web.com may, upon providing notice to you, amend such pricing and/or terms and conditions. If you do not agree with any such change(s), you may terminate this Agreement or cancel your Email Service subscription, as applicable, as provided herein, within thirty (30) days from the date of your notice; otherwise all such changes shall be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Monthly Email Service fee. You agree that users associated with your account and that have mailboxes with your account are authorized to make purchases on your behalf related to the Email Service and such purchases shall be billed to your account. To the extent that you do not want to authorize other mailbox holders to make purchases on your behalf related to the Email Service you must expressly opt out by selecting the appropriate opt out button within your account settings.

7. Privacy. Web.com will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (i) conform to the law or comply with legal process served on Web.com; (ii) protect and defend the rights or property of Web.com; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge

and agree that Web.com neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of email messages and their content may be required to: (i) send and receive messages; (ii) conform to connecting networks' technical requirements; (iii) conform to the limitations of the Email Service; or (iv) conform to other similar requirements.

8. Customer Conduct. You agree to be bound by the applicable provisions of our Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the services described in this Section. Web.com's outsourcing contractors for the Email Services, if any, shall be intended third party beneficiaries of the Email Service customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

9. As a user of the Email Services you may have the ability to access your email account through the Internet ("Webmail"). When using Webmail, you may receive a message that is encrypted by the MessageGuard® encryption service ("MessageGuard Service"). Messages that are encrypted by the MessageGuard® Service and that you review through Webmail will automatically, and without indication of the message's encrypted status, be decrypted for your immediate access. By your continued use of the Email Services, you are acknowledging and agreeing to the terms and conditions of the MessageGuard Service, as found below.

10. As a user of the Email services, you agree that in the event that you set up and/or share username and password credentials or other security or account information for third party functionality that you use as a part of the Email services, that Web.com may use and store such information in order to allow you to access and use such third party functionality. You agree that Web.com has no liability regarding your sharing of your username and password credentials with Web.com.

11. Mobile Email Services. In the event you subscribe to mobile Email Services for your Blackberry® mobile device, you agree to be bound by and comply with the following terms and conditions and agree that Web.com has a right to enforce these terms and conditions: <http://www.astrasync.com/LicAgreement.aspx>.

12. Microsoft® Hosted Exchange.

- A. Microsoft® Hosted Exchange from Web.com is an email solution allowing you to use Outlook® to share calendars, contacts, tasks, and synchronize mobile devices across a specific group of users assigned by you. In order to maintain the quality of our services to other customers, Web.com may limit the number of email messages transmitted or received by you. Web.com may also restrict the number of recipients receiving an individual message. Web.com reserves the right at any time and in its sole discretion to change this limit. For the protection of our users, we, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any other applicable Web.com rules or policies and may suspend or terminate your Microsoft® Hosted Exchange service if your conduct is found to be inconsistent with this Agreement or such other rules or policies. The Microsoft® Hosted Exchange services are subject to scheduled and unscheduled outages that may impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. You may not exceed the storage [megabytes] applicable to the particular Microsoft® Hosted Exchange service purchased by you as specified on our Website at the time of your purchase, or as subsequently

modified by us pursuant to this Agreement. You may obtain added storage capacity for an additional fee as described on our Website. Upon reaching your applicable storage limitations, you understand that you will not be able to send or receive emails and Web.com reserves the right, in its sole discretion, to suspend your Microsoft® Hosted Exchange services and this Agreement. Web.com is not responsible for loss of data, information or files in connection with the Microsoft® Hosted Exchange services.

- B. **SPAM Protection.** The Microsoft® Hosted Exchange services include real-time SPAM Protection and all email sent to your email address(es) will be scanned to detect SPAM and to assist in preventing SPAM from reaching your email box(es). All email detected as SPAM will be deleted and will not be delivered to your email inbox. All email box(es) automatically include SPAM Protection and this feature cannot be disabled or materially configured by you. You acknowledge and agree that SPAM Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may result in email that is not SPAM being falsely identified as SPAM and deleted, or the delivery of SPAM to your email box(es). You acknowledge and agree that Web.com and its licensors shall have no liability to you or any third party with respect to our SPAM Protection feature, your failure to receive any email as a result thereof, or your receipt of SPAM.
- C. **Virus Protection.** Microsoft® Hosted Exchange includes Virus Protection that scans your email, and attachments thereto, to assist in the prevention of the transmission of viruses to your computer system and/or email program. Emails sent to your email address(es) will be scanned for viruses. If a virus is detected, the email message will be quarantined, and a notification will be sent to you. All email box(es) automatically include Virus Protection and this feature cannot be disabled or materially configured by you. You acknowledge and agree that the Virus Protection feature is not guaranteed to be one hundred percent (100%) effective or error free and may delete email messages and/or attachments that you may desire to view, or allow the transmission of viruses to your computer system and/or email program. You acknowledge and agree that Web.com and its licensors shall have no liability to you or any third party with respect to our Virus Protection feature, your failure to receive any email and/or email attachments as a result thereof, or the transmission of viruses to your computer system and/or email program.
- D. **Safeguarding Passwords.** You are responsible for maintaining the confidentiality of your password and Microsoft® Hosted Exchange account and are fully responsible for all activities that occur using your password. Please notify us immediately of any unauthorized use of your password or account or any other breach of security. Web.com is not liable for any losses that you may incur because of any third-party's use of your password.
- E. **Privacy.** Web.com and its licensors will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Web.com or its licensors; (b) protect and defend the rights or property of Web.com or its licensors; or (c) act under exigent circumstances to protect the safety of our customers or the public. You acknowledge and agree that Web.com neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of email messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the Email Service; or (d) conform to other similar requirements.
- F. **Customer Conduct.** You agree to be bound by the applicable provisions of the Web.com Acceptable Use Policy, incorporated herein and made part of this Agreement by reference, in connection with your use of the Microsoft Hosted Exchange services. Web.com

licensors or their successors, shall be intended third party beneficiaries of the Microsoft® Hosted Exchange customer's obligations under this Agreement and thus shall be entitled to enforce those obligations against you as if a party to this Agreement.

- G. Disclaimer. You agree that the Microsoft® Hosted Exchange services including mobile Email Services are provided on an "as is" and "as available" basis. Neither Web.com nor its licensors make any warranty that the Microsoft® Hosted Exchange services including synchronization features and mobile Email Services will meet your requirements or that they will be uninterrupted, timely, secure, or error free.
- H. Mobile Email Services for Microsoft® Hosted Exchange. In the event you subscribe to mobile Email Services for your Blackberry® mobile device as part of the Microsoft® Hosted Exchange services, you agree to be bound by and comply with the following terms and conditions and agree that Web.com has a right to enforce the following terms and conditions: http://us.blackberry.com/legal/pdfs/BBSLA_North_America_English_NA.pdf.
- I. In the event you subscribe to mobile Email Services for your non-Blackberry® mobile device as part of the Microsoft® Hosted Exchange services you agree to be bound by and comply with the following terms and conditions and agree that Web.com has a right to enforce the following terms and conditions: <http://www.astrasync.com/LicAgreement.aspx>.