

**Social Networking/Custom Web Development/Mobile Development
Agreement Contract**

TERMS OF SERVICE

This Contract is between Enter.Net, Inc., ("Enter.Net") located at 815 N 12th Street, Allentown, PA 18102, and you, Enter.Net's Customer ("Customer" or "you").

ENTER.NET WILL PROVIDE SERVICE UNDER THIS CONTRACT ONLY AS STATED BELOW ONLY TO CUSTOMER. THE CUSTOMER IS SOLELY RESPONSIBLE FOR ABIDING BY AND FOLLOWING ALL OF THE TERMS AND CONDITIONS, CONTRACTS, POLICIES, PROCEDURES, HUMAN INTERFACE GUIDES, AND/OR ACCEPTABLE USE POLICIES OUTLINED IN FACEBOOK, APPLE, INC., OR ANY OTHER THIRD PARTY TO WHICH ENTER.NET IS DISTRIBUTING CONTENT/APPLICATIONS/TABS/MATERIAL/GOODS ("work") ON BEHALF OF THE CUSTOMER. THE SERVICES ENTER.NET WILL PROVIDE ARE LIMITED TO THOSE SHOWN ON THE ORIGINAL PURCHASE INVOICE TO CUSTOMER.

1. **SERVICE GUIDELINES – Enter. Net** will provide the following services as part of this Social Networking/Custom Web Development/Mobile Development Agreement Contract.

a) All Custom developed applications will be submitted by Enter.Net to the proper content provider(ie. Facebook, Apple iTunes, etc.) and will be subject to review and release by that provider. Time of application availability is dependent upon the third party provider's review and release of the application and/or content.

b) All content/applications/tabs/material/goods("work") will be created by Enter.Net in accordance with Facebook's, Apple Inc.'s or any other third party's terms and conditions to which Enter.Net is distributing and are subject to review and approval by such third party.

c) All mobile friendly websites will be created by Enter.Net and will conform to iPhone standards.

d) Customer agrees that Enter.Net is not responsible for any third party changing their policies, changing their service, denying, revoking, or changing the availability of the application or any feature of the application that affects functionality or usage after the time of the release of the application to the third party by Enter.Net.

e) APPLE PUSH NOTIFICATION SERVICE("APNS")- Enter.Net makes no guarantees that the service will work or will be provided by Apple Inc. The customer agrees to abide by the usage provisions outlined by Apple Inc. You also agree that, per Enter.Net's guidelines, you will not use the APNS for spamming purposes, and that you will only use the APNS a maximum of two(2) times per twenty-four(24) hour period. Any violations made by the customer may result in immediate termination of the customer's APNS access. Enter.Net reserves the right to revoke APNS access from the customer at any time without notice or refund of monies paid by the customer for any reason.

f) All content, applications, material, goods, and tabs are subject to final review and approval by Facebook, Apple Inc., and any other third party to which Enter.Net is submitting content to. Thus, the time frame for release may vary depending on the third party provider.

g) All work is final once the content/applications/tabs/material/goods has been approved by the customer and submitted to the third party. Any changes after the customer's final approval will be considered new work and Enter.Net will issue a price quote to the customer, this will also delay the release of the application.

h) It is incumbent upon the customer to notify Enter.Net immediately of any problems, errors, omissions, etc once discovered.

i) Enter.Net permits the customer to display advertisements for third parties on their custom application. The customer is responsible for all setup fees, changes, edits, updates, and maintenance of the advertisement. The customer is responsible for ensuring that all content displayed in the advertisement is rated for any age viewer. Enter.Net does not allow any objectionable material to be displayed, including but not limited to pornography, violence, racism, or any other content that would be considered for a mature audience. The customer also agrees to allow Enter.Net to display advertisements on the custom application for Enter.Net, Inc. or any third party that Enter.Net chooses.

2. MAINTENANCE SERVICE/UPKEEP – Maintenance is hereby defined as any additions, revisions, or removals of information, content, images, sponsors, etc. that will be performed by Enter.Net after the work has been published and put "live". A maintenance agreement is an additional service provided by Enter.Net for the customer and if included, will be outlined in the original invoice.

- a) If applicable, the length of a maintenance agreement will be outlined on the original purchase invoice.
- b) Any additional work not covered by a maintenance agreement will be priced and quoted to the customer by Enter.Net outside of this agreement.
- c) Any additions, revisions or removals not used during the time period specified on the original purchase invoice will be considered expired and no longer valid or usable at the end of the specified time period.
- d) All additions, revisions or removals will be performed by Enter.Net in a timely manner. Work is only performed on business days during the hours of 8:30AM – 5:00PM Monday through Friday unless specified on the original purchase invoice.
- e) In the event Enter.Net is unable to continue to perform the maintenance duties outlined on the original purchase invoice, Enter.Net has the option to elect to buy out the maintenance portion of the contract, up to the original retail purchase price of the maintenance service less any work performed under the maintenance service.

3. **TRANSFERABILITY** - This Contract is non-transferable by Customer to any other party.

4. **CANCELLATION POLICY** - Enter.Net does not give refunds once work has begun. Enter.Net may choose to refund part or all of the contract price if the application is unable to be approved by Facebook or Apple, Inc. or any other third party to which Enter.Net is submitting content to. In the case that the tab or application is rejected, Enter.Net will make its best effort to cure and resolve the issue. Any rejection by Facebook or Apple, Inc. may result in a delay of launching/releasing the customer's application. Trade provided by the customer has no cash value and is non-refundable.

5. **OWNERSHIP** – All completed content/applications/tabs/material/goods will remain the property of Enter.Net until full payment is received and, if applicable, "trade" is honored. Customer understands that Enter.Net will NOT provide the source code, of the application or any work for any reason. Customer also understands that all custom work, programming, source code is owned by Enter.Net or any other third party contributing.

6. **LEGAL FEES & COSTS** - If Customer violates this Contract, Customer will be responsible to pay Enter.Net any and all reasonable legal fees and costs of suit to enforce this Contract. Enter.Net's liability under this Contract for any claim is limited to the amount received from Customer for the services giving rise to any claim.

THIS FORM NEED NOT BE SIGNED FOR SUBSCRIBER TO BE BOUND BY
FOREGOING TERMS AND CONDITIONS.