



ORDERING, BILLING & COLLECTIONS / TERMS AND CONDITIONS

VCORP SERVICES, LLC (VCORP) is a service company designed to provide various business services including but not limited to: Corporate Filings and services, etc. VCORP uses the information provided either verbally, in the client account or on order forms to complete the information on the required state forms. VCORP is not a law firm and neither VCORP nor any of its employees provide legal services or legal advice. Further, no representations or warranties, expressed or implied, are given regarding the legal or other consequences resulting from the use of our services or forms.

LIABILITY: VCORP, its agents, board, officers, representatives and employees make no warranty, express or implied, with respect to the services provided by VCORP, and expressly disclaims all warranties of merchantability and fitness for purpose. Under no circumstances are VCORP, its advisors, agents, representatives or employees liable or responsible for any damage direct or indirect, consequential, incidental, special, punitive exemplary or like damages of any kind, including without limitation damages for loss of use, loss of business or lost profits, arising out of or resulting, directly or indirectly, from delay or failure to file a form or any service otherwise arising in connection with the services performed by VCORP regardless of the form of action and whether or not VCORP has been informed of or otherwise might have anticipated the possibility of such damages.

VCORP does not assume any legal, financial or other liability or responsibility for the accuracy, completeness or usefulness of any official or unofficial documents prepared and/or filed by a client directly with a jurisdiction filing agency. BY utilizing our services you agree that VCORP is not responsible and assumes no liability for the accuracy or sufficiency of the contents of any document prepared by VCORP or submitted by VCORP on behalf of the customer. Any documents prepared and/or filed by the client are subject to review for correct information and customer agrees that VCORP will not be liable for any fees associated with subsequent corrections, amendments or any other type of revisions for documents not prepared and filed by VCORP. VCORP's financial liability is limited only to amounts paid to VCORP.

Client's exclusive remedy for damages due to performance or non-performance of VCORP, for any cause or service whatsoever, regardless of the form of action, whether in contract or in tort, shall be limited to the refund of the charges specifically related to the performance or non-performance of VCORP. When receiving process on behalf of Client, VCORP shall in no event be responsible for any part of the underlying claim. In no event does VCORP assume any liability whatsoever to any party other than the Client for Client's use of VCORP's services, and Client agrees to indemnify VCORP against any claims brought by such parties. Client is prohibited from assigning any cause of action or remedy to any third party and is further prohibited from encouraging any third party from bringing any cause of action against VCORP.

While VCORP takes reasonable steps to provide complete and accurate services, VCORP cannot warrant or guarantee that its services are complete or error free. VCORP is not an insurer with regard to the services performed. In order to obtain VCORP's services for the charges states, Client agrees to assume the risk for any and all liabilities disclaimed by VCORP and all damages in excess of the limited remedy provided herein.

VCORP shall not be liable to Client or any third party for any direct, indirect, special consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of VCORP's services, even if VCORP has been advised of the possibility of such damages.

CLIENT RESPONSIBILITY: Client assumes liability for all charges incurred as a result of any and all services performed by VCORP on Client's behalf or upon Client's direction. Such charges shall be due and payable upon receipt of VCORP's invoice.

It is the client's sole responsibility to keep VCORP informed as to any changes in address, or of changes of persons authorized to receive VCORP notifications, reports, processes and legal matters. Such changes are deemed to be effective when entered into VCORP's client database system.

RETURNED CHECKS: A \$25 fee will be added to all checks returned to VCORP due to non-sufficient funds or closed accounts. In addition, a bank service fee will be charged on these checks.