

**RingWord Inc.
RingWord “word(s)” Buy Service Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

The RingWord Inc. “word(s)” Buy Services Agreement (this “Agreement”) is entered into by and between RingWord.com, a Delaware Corporation (“RingWord Inc.”) and you, and is made effective as of the date of electronic acceptance, as modified from time to time in accordance with the terms hereof. This Agreement sets forth the terms and conditions of your use of RingWord Inc.’s “word(s)” Buy services (the “word(s) Buy Services” or the “Services”).

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with RingWord Inc.’s Universal Terms of Service Agreement, (the “Terms of Service”), which is incorporated herein by reference. [LINK TO TERMS](#)

The terms “we”, “us” or “our” shall refer to RingWord Inc. The terms “you”, “your”, “User” or “customer” shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

RingWord Inc., in its sole and absolute discretion, may change or modify this Agreement, and any agreements which are incorporated herein, including, without limitation, the Terms of Service, at any time, and such changes or modifications shall be effective immediately upon posting to the RingWord.com website (this “Site”). You hereby acknowledge and agree that (i) RingWord Inc. may notify you of such changes or modifications by posting them to this Site and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been posted (as indicated by the “Last Revised” date at the top of this page) shall constitute your acceptance of this Agreement as so changed or modified. If you do not agree to be bound by this Agreement as so changed or modified, do not use (or continue to use) this Site or the Services found at this Site. RingWord Inc. may notify you of changes or modifications to this Agreement by email, but shall have no obligation to do so. It is therefore very important that you keep your account (“Account”) information, including your email address, current. RingWord Inc. assumes no liability or responsibility for your failure to receive an email notification, including if such failure results from an inaccurate, out-of-date email address, or failure by you to check your various spam or “catchall” mailboxes for notification. **IT IS YOUR RESPONSIBILITY TO CHECK THE WEBSITE AND YOUR EMAIL FOR CHANGES OR MODIFICATIONS TO THIS AGREEMENT.**

2. DESCRIPTION OF SERVICES

The Services are provided to facilitate the buying of RingWord Inc. “word(s)”. RingWord Inc. provides a venue and a transaction facilitation process for each completed transaction. RingWord Inc. is not an escrow agent. A potential buyer or a seller may elect to withdraw from negotiations at any time without any penalty. If you engage in a transaction with a selling price of one thousand dollars (\$1,000.00) or greater, payment of the purchase price must be made to RingWord Inc. by [wire transfer of immediately available funds,] certified check or cashier’s check.

In transactions with a selling price of less than one thousand dollars (\$1,000.00) payment must be made by credit card or via PayPal. RingWord Inc. is not an escrow agent, rather we act as your agent based upon your direction and requests to use the Services that require us to perform tasks on your behalf, such as the transfer of a RingWord word to a buyer. RingWord Inc. will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose. You acknowledge RingWord Inc. is not a bank and the Service is a payment processing service rather than a banking service. You further acknowledge RingWord Inc. is not acting as a trustee, fiduciary or escrow agent with respect to any funds owned by you or owed to you.

Availability of Services

Subject to the terms and conditions of this Agreement and each of RingWord Inc.'s policies and procedures, (as such policies and procedure may be modified from time to time by RingWord Inc. in its sole discretion, the “Policies and Procedures”), RingWord Inc. shall use commercially reasonable efforts to attempt to provide (A) certain portions of the Services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement and (B) other portions of the Services, including, but not limited to technical support and telephone and email customer service , during RingWord Inc.’s normal business hours. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions, (ii) periodic maintenance procedures or repairs that RingWord Inc. may undertake from time to time, at its sole discretion or (iii) causes beyond the reasonable control of RingWord Inc. or that are not reasonably foreseeable by RingWord Inc., including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures, natural disasters, war labor strikes, terrorism or act of God. You acknowledge and agree RingWord Inc. has no control over the availability of the Services on a continuous or uninterrupted basis and shall have no liability to you whatsoever for any failure to so provide the Services, even if you suffer losses or damages as a result of such failure, including any lost profit from any sale or proposed sale of any “words”.

3. YOUR OBLIGATIONS

You agree to thoroughly, accurately and honestly complete all forms and requests for information provided by RingWord Inc. any time before, during or after your use of the

Services. You agree RingWord Inc. will not be responsible for any incorrect, incomplete, false or misleading information you provide, whether intentionally or unintentionally.

You agree to notify RingWord Inc. within five (5) business days when any of the information you provided changes. It is your responsibility to keep this information in a current and accurate status. Failure by you, for whatever reason, to provide RingWord Inc. with complete accurate and reliable information on an initial and continual basis, shall be considered a material breach of this Agreement. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by RingWord Inc. to determine the validity of information provided by you, shall also be considered a material breach of this Agreement.

Purchasing RingWord Inc. “word(s)”

As a buyer, you are obligated to complete the transaction if you and the seller agree to a price for the “word(s)”. You are required to deposit this mutually agreed-upon price promptly, but in no event later than five (5) business days after either the conclusion of the auction (in the case of a purchase price negotiated by auction on this Site) or such time as you and the seller have reached an agreement as to purchase price (in the case of a purchase price not negotiated by auction on this Site). By initiating and sending payments through the Services, you appoint RingWord Inc. as your agent solely for purposes of receiving the funds constituting payment and transferring them to the recipient you designate. After receipt of funds constituting payment, of the agreed upon purchase price, RingWord Inc. will hold those funds as your agent for a prescribed period of time based on the type of transaction, at which time RingWord Inc. will release the funds (less the transfer fee of 20%) to the seller. As a seller, you acknowledge and agree that a transfer fee of 20% of the total purchase price of the word or words will be deducted by RingWord Inc. from the funds received from the buyer. At no time will you be able to withdraw those funds or send the funds to another recipient unless the initial transaction is cancelled. Should the seller refuse payment, the funds will be returned to you. You agree RingWord Inc. is not responsible for breach of contract based upon Seller's refusal to accept the aforementioned mutually agreed to sales price. In the event you and the seller do not reach an agreement upon a sales price, RingWord Inc. shall return any funds held by RingWord Inc. for the purchase of the RingWord Inc. “word(s)” to you as soon as commercially reasonably possible.

You acknowledge and agree that in no event shall RingWord Inc. refund to you the initial fee you are required to pay to use the Services. In the event you do not complete payment for a RingWord Inc. “word(s)” purchase after a mutually agreed upon price has been met, you will forfeit any deposits paid as a penalty.

The transfer of the “word(s)” will be effective upon release of funds to the seller by RingWord Inc. Immediately upon such release of funds, the “word(s)” will be added to the buyer’s account and removed from the sellers account. The seller will no longer have access to the “word(s)” sold or any content uploaded to the Site and associated with such “word(s)”. You as a seller acknowledge and agree that all such content may

be delegated by RingWord Inc. and that RingWord Inc. shall have no liability to you whatsoever with respect to any such content.

4. RINGWORD INC.'S RIGHTS

In addition to any and all other rights reserved by RingWord Inc. in this Agreement, RingWord Inc. expressly reserves the right to do any of the following in its sole discretion and without any liability to you:

- i. Modify its pricing through email or web site notification, including instituting administration fees, wire fees, processing fees or any other fees for use of the Services;**
- ii. Review your use of the Services for compliance with this Agreement and the Terms of Service, which is incorporated herein;**
- iii. Establish limits and guidelines concerning the use of the Services;**
- iv. Terminate your use of the Services for unsolicited, commercial e-mailing (i.e., spam, sending email to subscribers who have not "opted-in"); illegal access to other computers or networks (i.e., hacking); distribution of internet viruses or similar destructive activities; non-payment of fees; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass RingWord Inc. or any third parties; activities prohibited by the laws of the United States, any state or local jurisdiction, and/or foreign territories in which you conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; activities designed to harm minors in any way; and other activities whether lawful or unlawful that RingWord Inc. determines, in its sole discretion, to be harmful to its other customers, its operations, or its reputation;**
- v. Terminate your use of its Services if your use of the Services results in, or is the subject of, any actual or threatened legal action, governmental inquiry or investigation, involving RingWord Inc. or any of its affiliates or partners, regardless of whether such actual or threatened legal action, governmental inquiry or investigation is eventually determined to be with or without merit; and**
 - vi. Terminate your use of the Services if you have not renewed payment, or accessed or logged into it for three hundred sixty five (365) days.**

RingWord Inc. has no obligation to monitor the Services, but reserves the right to do so. RingWord Inc. reserves the right to edit the descriptions and comments on listings. You acknowledge and agree that RingWord Inc. shall have the right to make public certain information in connection with the sale or purchase of RingWord Inc. "word(s)" on the website, including but not limited to (a) the "word(s)" of the RingWord Inc. "word(s)" sold

or purchased, (b) the sale or purchase price of the RingWord Inc. “word(s)” sold or purchased, and (c) information relating to the timing of the sale or purchase.

5. REMEDIES AND RIGHT TO CANCEL

Without limiting other remedies available to RingWord Inc. under applicable law or otherwise, if:

- i. You breach this Agreement or any agreement incorporated by reference or the Policies and Procedures;
- ii. RingWord Inc. determines your actions may pose a risk to RingWord Inc. , any of its affiliates or partners or its other customers, or its operations or reputation; or
- iii. RingWord Inc. determines, in its sole discretion, your use of the Services infringes on the intellectual property or legal rights of others.

then RingWord Inc. may immediately take one or more of the following actions, in its sole discretion and without liability to you:

- (a) Warn its other customers of your actions;
- (b) Place a hold on any pending transactions associated with your account(s);
- (c) Limit funding sources and payments;
- (d) Limit your access to your account(s) or to any functionality of your account(s);

or

- (e) Indefinitely suspend or close your account(s) and refuse to provide our Services to you.

In addition, RingWord Inc. reserves the right to hold funds beyond normal distribution periods for transactions it deems suspicious or for account(s) conducting high transaction volumes to ensure integrity of the funds. If RingWord Inc. closes your account(s), RingWord Inc. will provide notice and pay you all of the unrestricted funds in your account(s) due to you.

6. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or

portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

7. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Terms of Service. In the event there is a conflict between the provisions of this Agreement and the provisions of the Terms of Service, the provisions of this Agreement shall control.

NOTICE

Any notice or other communication required or permitted to be delivered to RingWord Inc. under this Agreement shall be in writing and deemed properly delivered by certified mail, return receipt requested, to RingWord Inc.

Any notice or other communication required or permitted to be delivered to you by RingWord Inc. under this Agreement shall be deemed properly delivered by e-mail to the contact address that you have provided to RingWord Inc.

All correspondence to RingWord Inc. should be addressed to RingWord Inc. 22190 W. San Joaquin Drive, Canyon Lake, CA 92587.

ENTIRE AGREEMENT; MERGER; SEVERABILITY

This Agreement, incorporating any other applicable RingWord Inc. policies and any modifications that may be made hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Delaware, without regard to Delaware's laws on the choice of law. The Parties agree that any action relating to this Agreement is subject to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Delaware, and further agree to proper venue in those courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in connection therewith.