

## Witmart User Agreement

Welcome to Witmart.com, the website and online service which is wholly owned by ZBJ Network, Inc. incorporated in Houston, Texas USA. By using Witmart (including Witmart.com and its related sites, services and tools), you agree to the following terms with Witmart and ZBJ Network, Inc. This Agreement is effective between you and Witmart upon your acceptance of this Agreement.

This User Agreement is part of Witmart's **Terms of Service**. This page explains the terms by which you may use the Witmart web site, web widgets, feeds, mobile device software applications, applications for third-party web sites and services, and any other mobile or web services or applications owned, controlled, or offered by Witmart (collectively the "**Site**"). Before you may become a member of Witmart, you must read and accept all of the terms in, and linked to, the **Terms of Service**, which includes this User Agreement, Privacy Policy and other policies posted on the Site. Witmart strongly recommends that, as you read this User Agreement, you also access and read the linked information. By accepting this User Agreement, you agree that the User Agreement and the Privacy Policy will apply whenever you use Witmart sites or services, or when you use the tools Witmart makes available to interact with Witmart sites and services.

Certain capitalized terms used in this User Agreement are defined below. Witmart may amend this Agreement at any time by posting the amended terms on the site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted, such amendments being agreed to by you by virtue of agreeing to the terms herein.

### **WITMART SERVICES**

Witmart provides an online marketplace and workplace where those seeking non-physical services through the internet can find and employ providers of such services. Those seeking or purchasing such services are termed "**Employers**": those offering or providing such services are termed "**Providers**". Any User may be an Employer or a Provider. The Site contains functions that enable Employers and Providers to do the following:

- **Post a Contest Job:** An Employer posts a Job with an offered reward (price). Providers can participate by providing their solutions (e.g. designs, copywriting, ideas and consulting services) to the Employer and the Employer will decide which Provider or Providers will win the job.
- **Post a Contract Job:** An Employer posts a Job and invites Providers to bid on it. The Employer will choose a Provider after evaluating their bidding price, skills, abilities and experience. Once the Job is complete, the Employer will pay the Provider the agreed upon price.
- **Post an Hour-Job:** An Hour-Job is actually a Job that has been negotiated between an Employer and a Provider and is paid out at an hourly rate.

In addition to the services provided above, Witmart also provides project management tools, Workplace, and an advertising forum.



ZBJ Network, Inc  
10611 Harwin Drive, Suite 402  
Houston, TX 77036  
877-WITMART (948-6278)  
www.witmart.com

Witmart, at its sole discretion, may provide other services upon specific agreement or arrangement with a User.

## **WITMART FEES**

### **Fees**

Witmart does charge fees for using some of its services as shown on the Witmart Fees Schedule. When a User uses a service that has a fee, there is an opportunity to review and accept the fees that are to be charged based on the Fees Schedule, which may change from time to time. Changes to that schedule are posted on the Witmart site and are effective with at least fourteen days' notice. Witmart may temporarily change the Fees Schedule due to promotional events (for example, free Job posting days may be offered) or when new services become available, and such changes are effective when the temporary promotional event or new service is posted on the site. By purchasing a service, you agree that the fee for that service as listed in the Fees Schedule at the time of purchase is fair and just and may be lawfully collected by Witmart.

Unless otherwise stated, all fees are quoted in US dollars. The User is responsible for paying all fees and applicable taxes associated with the Witmart sites and services in a timely manner into the User's Witmart Account.

## **RELATIONSHIP BETWEEN WITMART EMPLOYERS AND PROVIDERS**

### **Member Agreement**

Each User who becomes either an Employer or Provider on any given Job must enter into a Member Agreement with the other party involved on that same Job. Witmart shall not be a party to the Member Agreement. The Member Agreement shall consist of the following:

- the **Terms of Service**;
- the Job terms as awarded and accepted on the Site, to an extent not inconsistent with the **Terms of Service**;
- **Contract and Milestone Agreement** created by and entered into by the Employer and the Provider, to an extent not inconsistent with the **Terms of Service**; and
- any other agreements between the Employer and the Provider and posted on the Site, to an extent not inconsistent with the **Terms of Service**

The order of precedence in resolving disputes among parties to a Member Agreement shall be as follows:

- the **Terms of Service**;
- the Job terms, as awarded and accepted on the Site;
- the Contract and Milestone Agreement; and
- any other agreements between the Employer and the Provider and posted on the Site, to an extent not inconsistent with the **Terms of Service**

Any terms or provisions of an agreement between Users that conflict with the **Terms of Service** shall be null and void, but all other terms or provisions shall remain in full force and effect.

As a User, you agree that any terms of agreement with another User complies and does not conflict with the **Terms of Service**.

If a User acts as an Employer, that User assumes full responsibility for managing, inspecting, and accepting the Provider's Services. The Employer accepts that the Provider will offer such services in a time, place and manner determined by the Provider, unless otherwise specified in the Member Agreement. The Employer also accepts full responsibility for paying for the Provider's Services to an extent that such payment is earned as per the Member Agreement. The Employer agrees to pay on a payment schedule as provided in the Member Agreement, or, in the event there are no provisions for a payment schedule, in a timely manner.

If a User acts as a Provider, that User assumes full responsibility for the performance and quality of the Provider's Services in accordance with the Member Agreement. The Provider further agrees that the Provider's Services will be performed in a timely manner consistent with industry practices. **The Provider further acknowledges that some Provider's Services may be performed prior to payment by the Employer and agrees that Witmart is not responsible for collecting payment for such services. The Provider is solely responsible for collecting any unpaid fees from an Employer to whom services have been provided.**



Any User, acting as either an Employer or a Provider, covenants and agrees to act with good faith and fair dealing in the execution and performance of the Member Agreement.

### **Independent Contractor**

All Users agree that the parties to any Member Agreement are engaged in an independent contractor relationship. Nothing in the Member Agreement or this User Agreement shall be construed as to create a partnership, a joint venture, an agency, or an employer-employee relationship between any party to any Member Agreement or between a User and Witmart.

## **RELATIONSHIP WITH WITMART**

### **Witmart Not a Party to Member Agreements**

Witmart is not a party to any Member Agreement. Any User, whether an Employer or a Provider, agrees that Witmart is not responsible for the quality, safety or legality of services provided through the Site. Further, Witmart is not responsible for the truth or accuracy of Job postings, or in any other way for the fulfillment of any obligations of any User. The User agrees that any actions to enforce the terms of a Member Agreement shall be taken exclusively against the other party to the Member Agreement and not against Witmart.

Witmart makes no representations or guarantees about the credentials, qualifications, capabilities or professional record of any User.

Users acknowledge that information posted on the Site about any User or any third party is provided by such User or third party. Witmart makes no representations as to the veracity of such information. If such information is relied upon, Users hereby agree that Witmart is not liable for any misrepresentation so posted and that only the User or third party about whom such information is posted shall be liable for any damages incurred as a result of reliance on such information.

### **Third-Party Beneficiary of Member Contract**

In acknowledgement of the fact that the value of the Site depends on Users performing their obligations with respect to Jobs and Member Agreements and in consideration of such fact, Users agree that any Member Agreement entered into with another User shall make Witmart a third-party beneficiary for purposes of enforcing the obligations created in that Agreement. Users agree that Witmart, in enforcing its Third Party Beneficiary Rights may suspend or terminate a User's account or right to use the Site along with any other actions Witmart may take according to Law as a Third Party Beneficiary. Witmart has sole discretion in determining and exercising its Third Party Beneficiary Rights.

### **Taxes, Reporting and Witmart 1099 Service**



**Provider Form W-9 Requirements:** A User acting as a Provider through the Site and entering and maintaining timely, complete and accurate Account information on the Site, will automatically have their Form W-9 requirements, if any, fulfilled by Witmart, to Employers who pay through the Site.

**Employer Form 1099-MISC and Form 1096 Requirements:** A User acting as an Employer through the Site and paying a Provider via the Site, may request Witmart's 1099-MISC and/or 1096 service. In order to qualify for this service the Employer must enter and maintain timely, complete and accurate Account information on the Site, including a social security number and/or tax identification number. Witmart retains sole discretion in determining whether an Employer qualifies for the Witmart 1099-MISC or 1096 service. If an Employer qualifies for this service, Witmart will automatically fulfill the Form 1099-MISC and Form 1096 requirements, if any, to Providers and to the United States Internal Revenue Service.

Witmart's provision of W-9, 1099-MISC and/or 1096 in no way obligates Witmart to provide any other services related to any User's tax or governmental recording obligations.

### **No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

### **USING WITMART**

While using Witmart sites, services and tools, a User will not:

- Post content or items of an inappropriate nature for legitimate business to be conducted by Users of the Site as determined by Witmart at its sole discretion;
- Violate any laws, third party rights or Witmart policies;
- Use Witmart's sites, services or tools if the User is not able to form legally binding contracts, or is under the age of 18, or is temporarily or indefinitely suspended from using Witmart's sites, services or tools;
- When acting as an Employer, fail to deliver payment for items purchased, unless the Provider has materially changed the item's description after the bid, or a clear typographical error is made, or the Employer cannot authenticate the Provider's identity;
- When acting as a Provider, fail to deliver services purchased, unless the Employer fails to meet the requested services, or the Provider cannot authenticate the Employer's identity;
- Circumvent or manipulate the Fees Schedule, the billing process, or the fees owed to Witmart;
- Post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- Take any action that may undermine the feedback or ratings systems (including but not limited to displaying, importing or exporting feedback information off of the sites or using it for purposes unrelated to Witmart);
- Transfer a Witmart account (including feedback) and User ID to another party without Witmart's consent;

- Distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- Distribute viruses or any other technologies that may harm Witmart, or the interests or property of Witmart Users;
- Copy, modify or distribute rights or content from the Witmart sites, services or tools or Witmart's copyrights and trademarks; or
- Harvest or otherwise collect information about Users, including email addresses, without User' consent.

To register for an Account with Witmart and become a Member, a User accepts all of the terms and conditions in, and linked to, this Agreement. By becoming a Member, a User agrees to:

- Abide by this Agreement and the processes, procedures, and guidelines described throughout the Site;
- Be financially responsible for use of the Site and for the purchase or delivery of Provider Services; and
- Perform such obligations as specified by any accepted Member Agreement, unless such obligations are prohibited by law or by this Agreement.

### **ABUSING WITMART**

Witmart is working hard to keep its sites and services working properly and to keep the Community safe. Please report problems, offensive content, and policy violations.

Without limiting other remedies, Witmart may limit, suspend or terminate its service and User accounts, prohibit access to its sites and their content, services and tools, delay or remove hosted content, and take technical and legal steps to keep Users off the sites if these are perceived to be creating problems or possible legal liabilities, infringing on the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of Witmart's policies. Additionally, Witmart may, in appropriate circumstances and at its discretion, suspend or terminate accounts of Users who may be repeat infringers of intellectual property rights of third parties. Witmart also reserves the right to cancel unconfirmed accounts or accounts that have been inactive for an extended period, or to modify or discontinue Witmart sites, services or tools.

### **ACCOUNTS**

To become a Member and access Site Services through the Site you must register for an "Account." You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, and to update this information to maintain its truthfulness, accuracy and completeness.

You as a Member represent, warrant, and agree to grant access to your Account to Users authorized to act on your behalf and only in accordance with this Agreement. Additionally, you represent, warrant, and agree to be fully responsible and liable for any action of any User who uses your Account. As a Member, you agree:

- not to use any Account, Username, or password of another User of the Site that you are not authorized to use, and
- not to allow others who are not authorized to do so to use your Account at any time.

Your Witmart Account (including feedback) and Username are not transferable, and any transfer or attempted transfer to another party is null and void.

## **USERNAMES AND PASSWORDS**

When you as a Member register for an Account, you will be asked to choose a Username and Password for the Account.

As a Member, you agree that you are entirely responsible for safeguarding and maintaining the confidentiality of the Username and Password you use to access this Site. You authorize Witmart to assume that any person using the Site with your Username and Password is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of the Account or access to your Password.

## **THIRD-PARTY CONTENT**

### **Verification and Monitoring**

Witmart makes available to Members on the Site various services provided by third parties to verify a Member's credentials, or to provide information. Any opinions, advice, statements, services, offers or other information or content expressed or made available by these third parties or any other Members are those of the respective author(s) or distributor(s) and are solely the opinions, advice, statements, services, offers or other information or content made by or provided by those other parties. Witmart neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement made on the Site by anyone other than authorized Witmart employees acting in their official capacities.

### **Links**

This Site may contain links to third party web sites, services, or resources. Such web sites, services, and resources are owned and operated by the third-parties and/or Providers and their licensors. Your access and use of those web sites, services, and/or resources, including online communication services not limited to chat, email and calls will be governed by the terms and policies of the applicable web site, service, resource or Provider. Users acknowledge and agree that Witmart is not responsible or liable for:

- the availability or accuracy of such sites, services, or resources; or
- the content, advertising, or products on or available from such sites, services, or resources.



The inclusion of any link on the Site does not imply that Witmart endorses the linked site. Use of the links and these services is at the User's own risk.

## **LICENSES AND SITE ACCESS**

When a User provides content, Witmart is granted a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) with respect to the content, in any media known now or in the future.

### **Access and Interference**

Users will not use any robot, spider, scraper or other automated means to access the sites for any purpose without express written permission signed by hand.

Additionally, Users will not:

- take any action that imposes or may impose (as determined at Witmart's sole discretion) an unreasonable or disproportionately large load on the infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from Witmart sites without the prior express written permission of Witmart and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the sites, services or tools, or any activities conducted on or with Witmart sites, services or tools; or
- bypass measures Witmart may use to prevent or restrict access to the sites.

### **Additional User Representations and Warranties**

The User shall be solely responsible for User Content and the consequences of posting or publishing it. In connection with User Content, the User affirms, represents and warrants, in addition to the other representations and warranties in this Agreement, the following:

- a. To be at least 18 years of age or a legal entity and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.
- b. To have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Site and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- c. To not infringe on any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.



- d. Witmart may exercise its rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

### **Witmart License to User**

Subject to and conditional upon compliance with this Agreement, Witmart grants the User a limited license to access and, if you are a Member, to use this Site internally for the purpose of ordering and receiving the Site Services available and authorized from this Site. Users must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content of this Site in any way for any public or commercial purpose without prior written consent of Witmart or the rights holder. You must not use any content of this Site on any other Web site or in a networked computer environment for any purpose except your own internal viewing. You will not attempt to reverse engineer or attempt to interfere with the operation of any part of this Site unless expressly permitted by law. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Witmart.

Witmart and its licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how, and trade secrets relating to the Site. The Witmart logo and name are trademarks of Witmart, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on the Site may be the trademarks of their respective owners.

Except as expressly stated above, nothing in this Agreement confers any license under any of Witmart's or any third party's Intellectual Property Rights, whether by estoppels, implication or otherwise.

### **LEGAL DISPUTES**

If a dispute arises between a User and Witmart, the goal is to have a neutral and cost-effective means of resolving the dispute quickly. Accordingly, the User and Witmart agree to resolve any claim or controversy at law or equity that arises out of this Agreement or Witmart's services (a "Claim") in accordance with one of the subsections below or as is otherwise agreed to in writing. Before resorting to these alternatives, Users are strongly encouraged to first contact Witmart directly to seek a resolution.

#### **Arbitration**

Unless otherwise required by Law, all disputes arising under this Agreement between a User and Witmart shall be resolved finally by arbitration pursuant to the applicable Rules of Arbitration of the American Arbitration Association, Commercial Section ("AAA") in effect on the date hereof. The arbitration shall take place in Fort Bend County, Texas and shall be conducted in the English language. There shall be one arbitrator who shall be chosen under the AAA rules. The substantive law applicable to the subject matter of the arbitration shall be the laws of the State of Texas. The decision shall be final and binding upon the parties and may be confirmed or entered as

an enforceable judgment by any court of competent jurisdiction. The cost of the arbitrator and administrative costs of arbitration will be borne equally by the parties. All other costs or expenses incurred by a party for its participation and advisors in the arbitration will be borne by the respective party incurring such cost or expense.

### **Law for Legal Disputes and Forum for Enforcement**

This Agreement shall be governed in all respects by the laws of the State of Texas as they apply to agreements entered into and to be performed entirely within Texas between Texas residents, without regard to conflict of law provisions. The User agrees to submit to the personal jurisdiction of the courts located within Fort Bend County, Texas for the purpose of enforcement of all arbitration orders, decrees and/or judgments.

### **Improperly Filed Claims**

Claims brought against Witmart must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to the Legal Disputes Section shall be considered improperly filed. For claims filed contrary to the Legal Disputes Section, Witmart may recover attorneys' fees and costs, if Witmart has provided written notification of the improperly filed claim, and the claim has not been promptly withdrawn.

### **TERMINATION AND SUSPENSION**

This Agreement shall become effective as the User's contractual agreement upon acceptance or use of the Site, and shall continue until the User's Account is terminated by Witmart or the User as provided for under the terms of this Section.

Unless otherwise agreed to in writing between the parties, either party may terminate the contractual agreement represented by this Agreement at any time upon notice to the other party. In the event a User properly terminates the contractual agreement represented by this Agreement, the User's Account is automatically terminated and

- Witmart shall continue to perform those Witmart Services necessary to complete any open transaction between the User and another Member; and
- the User shall continue to be obligated to pay any amounts accrued but unpaid as of the date of termination to Witmart for any Site Services and to any Providers for any Provider Services.

Without limiting Witmart's other remedies, Witmart may issue a warning, or temporarily suspend, indefinitely suspend or terminate an Account or a Job, and refuse to provide any or all Site Services if:

- A User breaches the letter or spirit of any terms and conditions of this Agreement or the linked policies and information incorporated herein by reference, including the written policies and procedures posted on the Site;

- Witmart suspects or becomes aware that a User has provided false or misleading information;  
or
- Witmart believes in its sole discretion that a User's actions may cause legal liability for that User, to Members or to Witmart or are contrary to the interests of the Site or the Witmart User Community.

Once indefinitely suspended or terminated, a User must cease use of the Site under any Account and may not re-register under a new Account.

In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

Without limiting Witmart's other remedies, to the extent a User engages in actions or activities which circumvent the Witmart Site or otherwise reduce fees owed to Witmart under this Agreement, a User must pay Witmart for all fees owed to Witmart and reimburse Witmart for all losses and costs (including any and all Witmart employee time) and reasonable expenses (including attorney fees) related to investigating any breach and collecting such fees.

Witmart reserves the right to suspend or terminate any User access, Account, or Job for any reason or for no reason, at its sole discretion and to refuse to provide registration and membership to said User in the future. Users will be notified if membership is suspended or terminated, unless, in Witmart's judgment giving notice would cause a risk of further violation or damages. However, if such notification is required under law, Witmart will notify the User if their Account will be suspended or terminated.

When a User's Account is suspended or terminated for any reason, that User may no longer have access to data, messages, files and other material kept on the Site. The material may be deleted along with all previous posts and proposals.

### **Notification of Witmart Members**

Users acknowledge and agree that the value, reputation and goodwill of the Site depends on the transparency of Member Account status to all Members, including Members who are participating in Jobs together. Users therefore agree as follows: IF WITMART SUSPENDS OR TERMINATES A USER'S ACCOUNT OR JOB, WITMART HAS THE RIGHT BUT NOT THE OBLIGATION TO

- NOTIFY OTHER MEMBERS ENGAGED IN ACTIVE JOBS WITH THAT USER TO INFORM THEM OF THE SUSPENDED OR TERMINATED ACCOUNT OR JOB STATUS, AND
- PROVIDE THOSE MEMBERS WITH SUMMARY REASONS FOR THE ACTION.

### **LIMITATION OF LIABILITY**



Users will not hold Witmart responsible for other Users' content, actions or inactions, Jobs and Bids they post or other User's destruction of allegedly fake items. Users acknowledge that Witmart's sites are marketplaces to allow anyone to request, offer, sell, and buy various services, non-physical products and digital goods, at any time, from anywhere. Witmart is not involved in the actual transaction between Employers and Providers. While Witmart may help facilitate the resolution of disputes through various programs, it has no control over and does not guarantee the quality, safety or legality of items advertised, the truth or accuracy of Users' content or listings, the ability of Providers to provide services, the ability of Employers to pay for services, or that an Employer or Provider will actually complete a transaction.

Witmart does not transfer legal ownership of items (e.g. designs and works) from the Provider to the Employer. Further, Witmart cannot guarantee continuous or secure access to its sites, services or tools, and operation of its sites, services or tools may be interfered with by numerous factors outside of its control. Accordingly, to the extent legally permitted, Witmart excludes all implied warranties, terms and conditions. Witmart is not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of the use of its sites, services and tools or the inability to use its sites, services and tools.

Regardless of the previous paragraphs, if Witmart is found to be liable, that liability is limited to the greater of (a) any amounts due up to the full cost of the item and (b) the total fees (under Witmart Fees and Services) paid to Witmart in the 12 months prior to the action giving rise to the liability.

### **RELEASE**

When one or more Users has a dispute, Witmart and its officers, directors, agents, subsidiaries, joint ventures and employees are released from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **WARRANTY DISCLAIMER**

THE SITE SERVICES PROVIDED BY WITMART OR ANY OF ITS LICENSORS OR THIRD-PARTY SERVICE PROVIDERS ARE PROVIDED "AS IS," AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WITMART MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR TO THE ACCURACY OF THE POSTINGS MADE ON THE WEB SITE BY ANY THIRD PARTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.



## **INDEMNITY**

You will indemnify and hold Witmart (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any breach of this Agreement, or your violation of any law or the rights of a third party.

## **NOTICES**

Except as explicitly stated otherwise, legal notices shall be served on ZBJ Network Inc (in the case of notices to Witmart) or to the email address a User provides to Witmart during the registration process (in the case of notices to a User). Notice shall be deemed given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Witmart may give legal notice by mail to the mailing address a User provides during the registration process. In such cases, notice shall be deemed given three days after the date of mailing.

## **PRIVACY**

Witmart does not sell or rent personal information to third parties for their marketing purposes without a User's explicit consent. Witmart uses personal information only as described in the Witmart Privacy Policy. Witmart views protection of Users' privacy as a very important community principle. Information is stored and processed on computers located in the United States that are protected by physical as well as technological security devices. A User can access and modify the information provided. Witmart uses third parties to verify and certify its privacy principles. For a complete description of how personal information is used and protected, see the Witmart Privacy Policy. If you object to information being transferred or used in this way please do not use Witmart's services.

## **GENERAL**

Witmart is a website wholly owned by ZBJ Network, Inc. located at 10611 Harwin Drive, Suite 402, Houston, Texas 77036 USA. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In Witmart's sole discretion, it may assign this Agreement in accordance with the Notices Section.

Headings are for reference purposes only and do not limit the scope or extent of such section. Witmart's failure to act with respect to a breach by a User or others doesn't waive its right to act with respect to subsequent or similar breaches. Witmart does not guarantee it will take action against all breaches of this Agreement.

Witmart may amend this Agreement at any time by posting the amended terms on this site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted. This Agreement may not be otherwise amended except in writing hand signed by you (or your authorized agent) and an authorized agent of ZBJ Network, Inc. For purposes of this provision, "writing" doesn't include an email message and "hand signed" doesn't include an electronic signature.



ZBJ Network, Inc  
10611 Harwin Drive, Suite 402  
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877-WITMART (948-6278)  
www.witmart.com

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

## **CONTACTING US**

If you wish to report a violation of the **Terms of Service**, have any questions or need assistance, please contact a Witmart Customer Support Representative as follows:

**Web Support:** <http://www.witmart.com/about/contactus>

**Email:** [services@Witmart.com](mailto:services@Witmart.com)

**Phone:** (Mon-Fri, 9 a.m. - 6 p.m. Eastern Time): 1-877-WITMART (1-877-948-6278)

**Online Help Topics:** <http://www.Witmart.com/help>

## **DEFINED TERMS**

Any capitalized term not otherwise defined in this Agreement has the meaning given such term on the Site. As used throughout this Agreement:

“**Account**” means a User’s account with Witmart established upon registration on the Site.

“**Employer**” means a person or company who posts a Job on the Site.

“**Provider**” means a person or company who provides non-physical services such as designing, engineering, consulting and writing through the internet via the Site.

“**Provider Services**” means all services delivered by Providers.

“**Witmart**” in context of stating or describing a power or right held by “Witmart” also means “ZBJ Network, Inc.”

“**Witmart Services**” means Witmart’s provision of a market place, workplace and other services defined above to its Users through the Site. The term Witmart Services does not include Provider Services or any services provided by any third party.

“**Intellectual Property Rights**” means any rights appurtenant to patents, copyrights, , trademarks, trade secrets, and goodwill as well as rights of publicity, trade dress and service mark rights, moral rights, mask work rights, and any other intellectual property rights as now may exist or may come into existence in the future. The term shall also apply to all applications for such rights as well as registrations, renewals and extensions. The term shall apply for such property rights governed by the laws of the United States, any other country, any state, territory or any other jurisdiction.



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“**Member**” means a person or legal entity that registers an Account with the Site. For purposes of this Agreement, “Member” also means “User”.

“**Secure Areas**” means portions of the site that are encrypted using the Hypertext Transfer Protocol Secure (also known as “HTTPS”) or any other encryption mechanism.

“**Contract and Milestone Agreement**” means Contract and Milestone between Employer and Provider created, negotiated and agreed to by the Employer and Provider. It may include specifications, price, milestones, deliverables, and units of work, hours, payment terms, warranties and other contractual obligations.

“**Site Services**” means “Witmart services”.

“**Job**” means a Job or Project posted on the Site.

“**User**” means (1) a person who is a Member, using the Site on his or her own behalf, or (2) a person who is using the Site on behalf of a Member that is a company or organization.

“**Workplace**” means the Site Services that allow for communication and interaction between an Employer and a Provider.