

TravelHerd Rules of Service

TravelHerd, the online FIT tour operating system, licensing and subscription is issued to you with your agreement to the following:

1. Issue you a non-exclusive, non-transferable license and subscription to use TravelHerd, the online FIT tour operating system for your internal use for the maximum number of log-in accounts in your database.
2. TravelHerd is licensed for use, not sale. As such, all title, copyright, intellectual property rights, enhancements or modifications, and any rights to TravelHerd are not transferred to you by this agreement nor any other correspondence and transactions with you.
3. You may not provide TravelHerd for use or review, in any way, to any third party without our written consent; this includes third parties you may have under contract or agreement, written or verbal, to run day to day business-related functions or any other services.
4. You may not modify, adapt, vary, reverse-engineer, translate nor reproduce TravelHerd.

Our responsibilities:

1. Provide 95% up time of our servers
2. Provide email and telephone support for TravelHerd to our clients or trial-basis clients in good standing during business hours, Monday to Friday, 9 am to 6 pm, Pacific Time, excluding public holidays
3. Treat all client data, information and correspondence as confidential material
4. Securely back-up of your data daily to an off-site location
5. Keep your data distinct and never shared with anyone
6. We may choose to exempt from our responsibilities problems arising from
 - a. Improper use, operation or non-use, in part or entirety, of TravelHerd;
 - b. Attempted use of the TravelHerd on equipment incompatible with its use, as periodically determined by us;
 - c. Unauthorised third-party modification of TravelHerd;
 - d. Faults external to or otherwise beyond the control of TravelHerd.

Your responsibilities:

1. Provide us with such information as we advise and deem necessary to process TravelHerd service requests
2. Exercise due review and caution with regard to log-in accounts and their authorization level in TravelHerd
3. Ensure appropriate levels of security and control are applied to the process of database input and updates
4. Send only permission-based, solicited email, i.e. no "spam"
5. Upload only permission-based email addresses, i.e. those from whom you have received the consent of the addressees to receive email correspondence from you, your company or organization
6. Ensure that your data, including email, does not contain any malware (viruses, phishing, etc.) programs
7. Send email which do not promote any of the following: hate, pornography, illegal activities (financial or otherwise), or have inappropriate content based upon our review
8. Keep your account current by ensuring that your payment for TravelHerd service is received prior to the start of each month of service invoiced or by your sign-up anniversary date to prevent interruption of your TravelHerd service
9. Ensure your payment for additional services provided to you by Home of the Herds by Vito & Associates, Inc. is received in accordance with the stated terms on the invoice to prevent interruption of your TravelHerd service

Our rights:

1. Restrict access to and the use of TravelHerd in the event of late payment, non-payment or non-compliance to these Rules of Service
2. Delete client data 60 days after an account becomes non-compliant with the Rules of Service or due to non-payment
3. Review any or all email or other electronic correspondence sent via TravelHerd
4. Opt out email profiles who report your email transmitted via TravelHerd as spam
5. Opt out email profiles with excessive (6+ in 6 months) soft bounces, e.g. "mail box full"

6. Include your mailing address and fixed links (opt-out, update profile, etc.) at the bottom of every email sent via TravelHerd in compliance with the CAN-SPAM Act.

7. Be the sole judge on the permitted content of email transmitted via TravelHerd

Your rights:

1. Receive answers to your email or telephone inquiries within one business day

2. Enjoy the use of the latest version of the TravelHerd application software

3. Terminate this agreement and your use of TravelHerd prior to the start of the next billing period via email or written notice to Vito & Associates, Inc.

4. Request custom data export(s) on your behalf. These requests are not included in your monthly service fee and will be billed on an hourly basis. We will make every effort to accommodate your requested file specification. Data exports will only be provided to clients in good standing.

5. Request a copy of your client database used in conjunction with the TravelHerd application. A fee of \$1,000.00 will be assessed by us to create a copy of the your client database. We will make every effort to accommodate your requested file specification. Data exports will only be provided to clients in good standing. This service will be invoiced in advance and payment for this service must be received by us prior to delivery of the database copy. This data does not include the source code of the TravelHerd application.

By entering into agreement for the use of TravelHerd, you agree that Vito & Associates, Inc., as providers of TravelHerd, will not be held responsible for, nor bear any liability for, any interruption of service which may result from:

- ISP error or service outage caused by third-party agencies
- DNS attack or any other malware programs and their agents
- natural disaster or man-made emergency

You further agree that Vito & Associates, Inc., will not be held responsible for indirect or collateral damage or for any loss of business, property, profit or data, however caused by and including negligence, which may be incurred or may arise, directly or indirectly,

- in respect of the TravelHerd application and/or any defects therein,
- customer support and service of TravelHerd, including defects or delays
- the failure or omission on our part to comply with our obligations under this agreement

Vito & Associates, Inc.'s total liability under this agreement shall be limited to a refund of funds paid by the customer for their TravelHerd subscription under their service agreement for the most recently invoiced service period.

Last revised July 12, 2012.