

## Terms of Services

### **Acceptable Use Policy**

We reserve the right to remove any host name at any time without any warning in response to abuse of the network. Abuse is defined as anything that is illegal and/or degrades the network such as to affect other users or the network in general. We feels that spam in any form, including but not limited to, unsolicited commercial email, IRC messages and newsgroup postings is a serious abuse of the network and will not tolerate our name being used in such a way. If you chose to abuse the network or defame us in any way, your host name will be immediately deleted and appropriate legal action will follow from us, your ISP and the related parties. We also do not accept nor host any websites containing defamatory information, child pornography or racism.

### **Refund Policy**

Each of EasyNet Interactive shared Web Hosting plans (does not apply to other products) carries a 30 day money back guarantee. If you are not completely satisfied with our services within the first 7 days of your contract, you will be given a full refund of the contract amount excluding mandatory setup fees and overages. However, setup Fees (if applicable) are NOT refundable. All cancellations must be received in writing as per the deadlines indicated; postal mail and fax notifications are acceptable. Phone and email requests will not constitute acceptance of any cancellation.

### **Billing Policy**

EasyNet Interactive reserves the right to temporary denies service or terminates this Agreement upon the failure to pay of the Client.

### **Bulk Email Policy**

We DO NOT support bulk emails sent through our servers regardless of whether they are solicited or not. We classify bulk emails as more than 200 emails sent in an hour or more than 1000 emails sent in one day. We reserve the right to suspend or terminate any account found violating this policy with no notice.

### **Privacy Policy**

We will never:

- \* Disclose or sell your email address to anyone.
- \* Disclose or sell information about you to a 3rd party.
- \* Use your phone / fax number for telemarketing purposes without your permission.

### **Links to Third-Party Web Sites**

The EasyNet Interactive Web site contains links to third-party Web sites, which are not under the control of EasyNet Interactive. EasyNet Interactive makes no representations whatsoever about any other Web site to which you may have access through the EasyNet Interactive Web site. When you access a non e-EasyNet Interactive Web site, you do so at your own risk and EasyNet Interactive is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites. EasyNet Interactive provides these links merely as a convenience and the inclusion of such links does not imply that EasyNet Interactive endorses or accepts any responsibility for the content or uses of such Web sites.

### **Support Boundaries**

EasyNet Interactive does not provide programming help, HTML code and custom programming.

### **Account cancellation.**

All cancellation requests must be sent to [billing@easynet-interactive.com](mailto:billing@easynet-interactive.com) and must be made with at least 5 days notices but no more than 10 days. You must have all account information to cancel.

### **Suspension of Service or Cancellation**

EasyNet Interactive reserves the right to suspend network access to any customer if in the judgment of the EasyNet Interactive network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which EasyNet Interactive chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

EasyNet Interactive reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of EasyNet Interactive must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

## **Indemnification**

EasyNet Interactive wishes to emphasize that in agreeing to the EasyNet Interactive Policies and Terms or Service, the customer indemnifies EasyNet Interactive for any violation of the Policies and Terms or Service that results in loss to EasyNet Interactive or the bringing of any claim against EasyNet Interactive by any third-party. This means that if EasyNet Interactive is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against EasyNet Interactive, plus all costs and attorney's fees.

## **Miscellaneous Provisions**

You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

\* A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

\* Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

\* EasyNet Interactive takes no responsibility for any material input by others and not posted to the EasyNet Interactive Network by EasyNet Interactive. EasyNet Interactive is not responsible for the content of any other websites linked to the EasyNet Interactive Network; links are provided as Internet navigation tools only. EasyNet Interactive disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

\* EasyNet Interactive is not responsible for any damages your business may suffer. EasyNet Interactive does not make implied or written warranties for any of our services. EasyNet Interactive denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by EasyNet Interactive.

\* It is absolutely forbidden to host pornographic content, IRC servers or be involved and associated with any forms of spam on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

## **Responsibility of Content**

You, as EasyNet Interactive's customer, are solely responsible for the content stored on and served by your EasyNet Interactive server.

## **Responsibility of Backups**

While every best effort is provided to ensure timely backups off all client data on servers (used for server restoration purposes), the customer is ultimately responsible for all their data and content. You are encourage to keep an up today copy of all your files and data on your local PC for further safeguarding.

## **Spamming**

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

It is contrary to EasyNet Interactive policy for customers to use our servers to effect or participate in any of the following activities:

To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;

To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;

To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a EasyNet Interactive provided server, or using a EasyNet Interactive provided server as a maildrop for responses;

To falsify user information provided to EasyNet Interactive or to other users of the service in connection with use of a EasyNet Interactive service.

When EasyNet Interactive becomes aware of an alleged violation of its Acceptable Use Policy, EasyNet Interactive will initiate an investigation (within 24-48 hours). During the investigation EasyNet Interactive may restrict Customer 's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, EasyNet Interactive may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, EasyNet Interactive reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal

offense, EasyNet Interactive will notify the appropriate law enforcement department of such violation.

EasyNet Interactive does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

The Customer shall be held liable for any and all costs incurred by EasyNet Interactive as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of \$250 and the customers account will be reviewed for possible immediate termination. A second violation will result in Cleanup Fee of \$500 and immediate termination of the customers account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than \$125 per hour that EasyNet Interactive personnel must spend to investigate any violations.

### **Illegal Use**

EasyNet Interactive servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Mp3", "Divx", "DVDs".

### **EasyNet Interactive**

#### **CUSTOMER SERVICE AGREEMENT**

This is an agreement between you and EasyNet Interactive regarding your use of EasyNet Interactive computer, interactive information, communication and server management service. This Agreement governs the terms and conditions under which EasyNet Interactive makes the services offered by EasyNet Interactive available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the " EasyNet Interactive " web

hosting or similar services. Under this Agreement, you must comply with EasyNet Interactive's then current "Acceptable Use Policy," as updated from time to time by EasyNet Interactive.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

1. EasyNet Interactive will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require notification of non-renewal with at least 15 days notice but not more than 30 days prior to the renewal date. You must have all account information to cancel and fill out the form completely. If you do not provide this notice, you will be charged for the next terms rate. There are no refunds on a la carte services.

2. EasyNet Interactive services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. EasyNet Interactive expressly disclaims any representation or warranty that the EasyNet Interactive services will be error-free, secure or uninterrupted. No oral advice or written information given by EasyNet Interactive, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

3. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by EasyNet Interactive, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of EasyNet Interactive based upon the severity of the violation. EasyNet Interactive reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of EasyNet Interactive's then current Acceptable Use Policy, in the sole and absolute opinion of EasyNet Interactive.. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless EasyNet Interactive. from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by EasyNet Interactive, (collectively, Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.

4. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that EasyNet Interactive reserves the right to change the specified rates and charges from time to time.

5. The Account Holder agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups. Account Holder is responsible for security of its password. EasyNet Interactive will not change passwords to any account without proof of identification, which is satisfactory to EasyNet Interactive, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that EasyNet Interactive will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will EasyNet Interactive be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless EasyNet Interactive from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. The Account Holder agrees not to harm EasyNet Interactive, its reputation, computer systems, programming and/or other persons using EasyNet Interactive's services. EasyNet Interactive reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by EasyNet Interactive are provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website. EasyNet Interactive will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then EasyNet Interactive has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless EasyNet Interactive and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by EasyNet Interactive. The terms of this Section will survive any termination of this Agreement.

7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of EasyNet Interactive.

8. If the Account Holder sells or resells advertising or web space to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. EasyNet Interactive has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current EasyNet Interactive Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any

advertising or other third party content deemed objectionable by EasyNet Interactive, EasyNet Interactive may terminate the services being provided to the Account Holder.

9. EasyNet Interactive will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall EasyNet Interactive be liable to the Account Holder for any damages resulting from or related to any failure or delay of EasyNet Interactive in providing access to the Internet under this Agreement. In no event shall EasyNet Interactive be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of EasyNet Interactive under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.

10. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A EasyNet Interactive account may not be transferred without prior written approval from EasyNet Interactive. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the EasyNet Interactive services, including any damages resulting therefrom, until the Account Holder notifies EasyNet Interactive customer service.

11. If EasyNet Interactive assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the EasyNet Interactive services, the right to use that Internet Protocol address will remain with and belong only to EasyNet Interactive, and the Account Holder will have no right to use that Internet Protocol address except as allowed by EasyNet Interactive in its sole and absolute discretion.

12. This Agreement constitutes the entire agreement between the Account Holder and EasyNet Interactive. with respect to the EasyNet Interactive services and supersedes all prior agreements between the Account Holder and EasyNet Interactive. EasyNet Interactive's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

13. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party.

Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

14. The Account Holder agrees to indemnify and hold EasyNet Interactive harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and EasyNet Interactive will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

15. EasyNet Interactive may include the Account Holder's name and contact information in directories of EasyNet Interactive service subscribers for the purpose promoting the use of the services by additional potential clients. However, EasyNet Interactive is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.

16. The interpretation and enforcement of this Agreement shall be governed according the laws of the state of Florida (excluding its choice of law rules) and the federal laws of United States applicable therein. The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of Orlando, Florida for any action arising out of or relating to the Account Holder's use of the EasyNet Interactive services. The federal and provincial courts of Orlando, Florida will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

17. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the

individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

18. Because the Internet is a global communication tool, and we have clients from nearly every country in the world it is difficult to dictate what is considered "adult material." However, it is not our function to discriminate against those who choose to utilize adult content or adult related material. This being said, there are still several reasons why EasyNet Interactive has been forced to create its no adult sites policy for its virtual server users.

19. EasyNet Interactive may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

What does EasyNet Interactive consider "Adult Material?"

Any site whose revenue is gained in part or whole from its adult content.

Photos or videos showing frontal nudity on either men or women for non-scientific or non-artistic purposes.

Revenue-generating hyperlinks to sites who violate policy #1.

Why does EasyNet Interactive have this policy?

### **Bandwidth and Resources**

A virtual server is a shared environment where many servers reside on each particular machine. This being said, consider that an average "adult site" gets more hits than 100 standard websites. Some of the smaller adult sites get around 5 GB of transfer per day. With these types of resources being utilized, our servers would be severely slowed if we allowed these high traffic sites to also reside on our servers. On top of that, we would be forced to raise our prices to pay for the additional bandwidth. We strive to keep our servers fast and inexpensive, and our bandwidth clear; therefore, adult sites are not an option.

EasyNet Interactive reserves the right to decide what it considers "adult content", "adult material", "sexually explicit", or "sexually related". Let us know if you are unsure of the approval of your site before placing an order.

### **Trademarks**

All trademarks, trade names or company names referenced herein are used for identification only and are the property of their respective owners.

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### **Warranties and Disclaimers**

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THIS WEB SITE COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN; THESE CHANGES WILL BE INCORPORATED IN NEW EDITIONS OF THIS WEB SITE. EasyNet Interactive MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED IN THIS WEB SITE AT ANY TIME.