

Google Terms of Service

Welcome to Google! By using Google's products, software, services or web sites ("Google services"), you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.google.com/a/help/intl/en/users/terms.html>.

1. USE OF SERVICES

Google Inc., its subsidiaries and affiliated companies, including your domain administrator ("Google") offer Google services to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of Google services. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Google of any unauthorized use of your password or account or any other breach of security. Google cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. APPROPRIATE CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") are the sole responsibility of the person from which such Content originated. Google reserves the right, but shall have no obligation, to pre-screen, flag, filter, refuse, modify or move any Content available via Google services. You understand that by using Google services you may be exposed to Content that is offensive, indecent or objectionable, and that you use Google services at your own risk. For some services, Google provides tools to filter out adult sexual content, including our SafeSearch preference settings (see <http://www.google.com/help/customize.html#safe>). In addition, there are commercially available services and software to limit access to material that you may find objectionable. You agree that you are responsible for your own conduct and any Content that you create, transmit or display while using Google services and for any consequences thereof. You agree to use Google services only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts Google services or servers or networks connected to Google services. To report any activity or Content that may violate the Terms, please go to <http://www.google.com/support/bin/request.py>.

In addition to this agreement, your use of some specific Google services is governed by the policies or guidelines specific to those services and which are specifically incorporated into this agreement.

You agree to comply with your company's data usage and privacy policies.

Users outside of the United States agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to and from the United States or your country of residence.

3. GOOGLE PRIVACY POLICY

For information about our data protection practices, please see our Privacy Policy at http://www.google.com/a/help/intl/en/users/privacy_notice.html. By using Google services, you acknowledge and agree that Google may access, preserve, and disclose your account information and any Content associated with that account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), or (d) protect against imminent harm to the rights, property or safety of Google, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of Google services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

You also understand and agree that your domain administrator may have access to your account and its content, and may suspend or terminate your account access and your ability to modify your account.

4. PROPRIETARY RIGHTS

Google's Rights

You acknowledge and agree that Google services and any necessary software used in connection with Google services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. You further acknowledge and agree that Content contained in sponsor advertisements or presented to you through Google services is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Google or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on Content, Google services or Software, in whole or in part except as specifically authorized in a separate written agreement.

Subject to the Terms, Google grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorized by Google in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to Google services. You agree not to access Google services by any means other than through the interface that is provided by Google for use in accessing Google services except as specifically authorized in a separate written agreement.

Except as expressly authorized by Google you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Google's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Google services or Software.

Your Rights

Google claims no ownership or control over any Content submitted, posted or displayed by you on or through Google services. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, post or display on or through Google services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through Google services which are intended to be available to the members of the public, you grant Google a worldwide, non-exclusive, royalty-free license to reproduce, adapt, modify, publish and distribute such Content on Google services for the purpose of displaying, distributing and promoting Google services. Google reserves the right to syndicate Content submitted, posted or displayed by you on or through Google services and use that Content in connection with any service offered by Google. Google furthermore reserves the right to refuse to accept, post, display or transmit any Content in its sole discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content submitted.

5. SOFTWARE AND AUTOMATIC UPDATES

Your use of any Software provided by Google will be governed by the Terms and any additional terms and conditions of the end user license agreement accompanying such Software. Google Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop Google services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

6. POLICIES REGARDING COPYRIGHT AND TRADEMARKS

It is our policy to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act or other applicable law and to terminating the accounts of repeat infringers. For more information, please go to <http://www.google.com/dmca.html>. For information regarding our trademark complaint procedure, please go to http://www.google.com/tm_complaint.html. Any use of Google's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features must be in compliance with the Terms and in compliance with Google's then current Brand Feature use guidelines, and any content contained or reference therein, which may be found at the following URL: <http://www.google.com/permissions/guidelines.html> (or such other URL Google may provide from time to time).

7. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that Google has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted by Google services. You acknowledge that Google may have set no fixed upper limit on the number of transmissions you

may send or receive through Google services or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice. Upon the termination of your use of Google services, including upon receipt of a certificate or other legal document confirming your death, Google will close your account and you will no longer be able to retrieve content contained in that account.

8. PERSONAL NON-COMMERCIAL USE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Google services, use of Google services, or access to Google services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

9. MODIFICATIONS TO SERVICE

Google reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Google services (or any part thereof) with or without notice. You agree that Google shall not be liable to you or to any third party for any modification, suspension or discontinuance of Google services.

10. TERMINATION

You may discontinue your use of Google services at any time. You agree that Google may at any time and for any reason, including a period of account inactivity, terminate your access to Google services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Google services, your account or any files or other content contained in your account. Sections 10 (Termination), 13 (Indemnity), 14 (Disclaimer of Warranties), 15 (Limitations of Liability), 16 (Exclusions and Limitations) and 19 (including choice of law, severability and statute of limitations), of the Terms, shall survive expiration or termination.

11. ADVERTISEMENTS

Some Google services are supported by advertising revenue and may display advertisements and promotions on the service. Such advertisements may be targeted to the content of information stored on the Google services, queries made through Google services or other information. The manner, mode and extent of advertising by Google on its services are subject to change. As consideration for your use of Google services, you agree that Google may place such advertising and that Google shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of the presence of such advertisers on Google services or your subsequent dealings with advertisers.

12. LINKS

Google services may provide, or third parties may provide, links to other World Wide Web sites or resources. Google may have no control over such sites and resources and you acknowledge and agree that Google is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Google shall not be responsible or liable, directly or indirectly, for any damage or loss

caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13. INDEMNITY

You agree to hold harmless and indemnify Google, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Google and Partners") from and against any third party claim arising from or in any way related to your use of Google services, violation of the Terms or any other actions connected with use of Google services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Google will provide you with written notice of such claim, suit or action.

14. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF GOOGLE SERVICES IS AT YOUR SOLE RISK. GOOGLE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOGLE AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. GOOGLE AND PARTNERS DO NOT WARRANT THAT (i) GOOGLE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) GOOGLE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF GOOGLE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH GOOGLE SERVICES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GOOGLE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM GOOGLE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GOOGLE OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GOOGLE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM GOOGLE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON GOOGLE SERVICES; OR (v) ANY OTHER MATTER RELATING TO GOOGLE SERVICES. Page 6

16. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

18. NOTICE

You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Google services.

19. GENERAL INFORMATION

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to your form time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Google and govern your use of Google services, superceding any prior agreements between you and Google for the use of Google services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Google services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms and the relationship between you and Google shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Google agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

Waiver and Severability of Terms. The failure of Google to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section headings in the Terms are for convenience only and have no legal or contractual effect.

End User License Agreement

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Subscriber") and NAME, Address (the "Company") for the use of services including documents and materials produced by the Company. IMPORTANT: THIS END-USER LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND VODIEN INTERNET SOLUTIONS PTE LTD. READ IT CAREFULLY BEFORE USING THE PRODUCT. AMONG OTHER PROVISIONS, IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS TERMINATION AND WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY USING THE PRODUCT, YOU CONFIRM YOUR ACCEPTANCE OF THE EULA AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT USE THE PRODUCT.

1. General

Hosting plans are intended for the subscriber's use only. Subscriber may not sublet, sublease, subhost, or give away any portion of the resources to anyone other than the subscriber. Examples include: creating sub-accounts for other people (for profit or otherwise), hosting of multiple commercial or non-commercial entities that are not directly owned by the customer, resale of sub-accounts, etc. Doing so will result in immediate account termination.

2. Content

All services provided by the Company are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any local or international law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless the Company, from any claims resulting from the subscriber's use of the Company's services which damages the subscriber or any other party.

Note: Pornography and sex related merchandising are prohibited on any of the Company's hosting accounts. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to the Company servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of prohibited content (i.e. in the form of website material, domain names, or links) include, but are not limited to, the following:

- IRC software
- Pirated software
- Hacking sites, programs or archives
- Warez sites
- Phishing sites

- Distribution of music files or any other material in which the account holder does not own the copyright.
- Adult sites
- Pharmaceuticals/Drug Sites
- Game Servers (dedicated game server programs)

The Company will be the sole arbiter as to what constitutes a violation of this provision. Content that does not meet these standards will be removed without prior notice to the Subscriber.

The responsibility for ensuring compliance to illegal or unlawful activities rests primarily with the Subscriber. The Company will not, as a standard practice, monitor its subscribers to ensure that they comply with this policy or any applicable laws. However, when the Company becomes aware of these activities, action may be taken to suppress these activities, including but not limited to, removing the information, shutting down an account or website, or any other action deemed appropriate.

The Company reserves the right to directly take action against a customer of a subscriber in violation of these policies. The Company also reserves the right to take action against the Subscriber because of activities of a customer of the Subscriber. Any of the Company's subscribers will cooperate with the Company in any corrective or preventive action that the Company deems necessary. Failure to do so is a violation of the Company's policy.

From a security standpoint, the Company recommends that all its subscribers assume that all of their online communications are inherently insecure and take steps to enforce the security of information transmitted. The Company cannot take any responsibility for the security of information transmitted using the Company's facilities.

The Company will not monitor the content of electronic messages sent or received by its subscribers unless required by law, government authority, or when public safety is at stake. To maintain the operation of the Company's networks, and to comply with public safety, court orders, subpoenas, summons, discovery requests, warrants, statutes, regulations, or government requests, the Company may disclose information, including but not limited to, information concerning a Subscriber, a transmission made using our network, or a web site residing on our servers. The Company assumes no obligation to inform the Subscriber that this information has been provided, and in some cases may be prohibited by law from giving such notice.

The Company expects that its subscribers who provide Internet services to others have to comply fully with all applicable laws. A subscriber's failure to comply with any laws will violate the Company's policy. In subscribing to services from the Company, subscribers indemnify the Company for any violation of the service agreement, law, or policy, that results in loss to the Company or the bringing of any claim against the Company by any third-party. This means that if the Company is

sued because of a Subscriber's activity or customer of a Subscriber's activity, the Subscriber will pay any damages awarded against the Company, plus costs and reasonable attorneys' fees.

To report cases of prohibited content, please contact the Company, and an investigation will be conducted. Account holders in violation of any local or international law will not be condoned and will be shut down.

3. Resource-intensive Scripts

Any website or scripts that utilises a higher than accepted amount of server resources (such as, but not limited to, CPU cycles, RAM usage, and network resources) will be given the option to reduce the resource utilisation to an acceptable level, or upgrade its web hosting service to a higher plan that can accommodate the server resource usage. Websites or scripts constantly found abusing common server resources will be suspended and/or terminated. Resource-intensive scripts such as Magento (as per Magento's developer's advice), PennyAuction, GroupBuy are not allowed to be run in a shared hosting environment.

4. Housing of any of the following files is considered a violation of the terms of service:

IRC - The Company currently does not allow IRC, Egg Drops, BNC, or IRC bots to be operated on the Company's servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies - The Company does not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

PortScanning - The Company does not allow any kind of portscanning to be done on or from the Company's servers or network.

ShoutCast Servers - The Company do not allow Shoutcast Servers due to bandwidth and load issues.

Background Running Programs – Subscribers shall request permission before enabling persistent background processes of substantial load. Unauthorized background processes shall result in immediate termination of the account. The Company maintains the right to cancel accounts at its discretion.

PHP Shell - PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.

4. Commercial Advertising (Email)

Spamming, i.e. the sending of unsolicited email, from any of the Company's server or any server located on the Company's network is STRICTLY prohibited. The Company will be the sole arbiter as to what constitutes a violation of this provision. This also includes Optin Optout mail programs and mail that either directly or indirectly references a domain contained within an account at the Company.

Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by the Company customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any Vodien-hosted domain, or referencing any the Company account, is prohibited.

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this EULA or the EULA of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks is prohibited.

Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org is prohibited.

5. Server Abuse

Any attempts to undermine or cause harm to any of the Company's servers or Subscriber of the Company is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

You will be held responsible for all actions performed by your account whether it be done by you or by others.

All sub-networks of the Company and all Subscribers must adhere to the above policies.

6. Scheduled Maintenance and Downtime

The Company will use its commercially reasonable efforts to provide services 24 hours a day, 7 days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond the Company's control or which are not reasonably foreseeable by the Company, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. The Company will provide at least 48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. The Company has no responsibility for downtime resulting from a Subscriber's actions.

7. Backups

All backup services are merely provided as a convenience to clients and the Company will not accept any liability for any loss of data. All Subscribers are urged to perform their own backups regularly, and perform backups before any major change to their websites.

8. Limitations on Email

Sending mass emails (more than 200 email addresses per hour) on any hosting accounts may cause emails to be lost or sent unsuccessfully because of the shared usage of email resources.

9. Limitations on Use (Server resources / Bandwidth / Email)

Any account using 15% or more of the server CPU or memory can be suspended and/or terminated.

10. Fair use on Bandwidth / Data Transfer

The Company does not set arbitrary limits on the exact amount of resources a Subscriber can use. In good faith and subject to these Terms, the Subscriber makes every commercially-reasonable effort to provide its Subscribers with the resources needed to power their web sites successfully, as long as the Subscriber's usage complies with these Terms. By not setting arbitrary limits on resources, the Company is able to provide simple, consistent pricing to Subscribers for their websites.

In order to ensure a consistent and quality experience for all Subscribers, the Company has automated safeguards in place to protect against any one website from consuming too many resources, and adversely impacting the other. The Company will not allow the actions of a single or several Subscribers to unfairly or adversely impact the service experienced by other Subscribers.

The Company's hosting service hosts multiple Subscriber web sites and email services from the same server, and allow them to share server resources. The Company's service is designed to meet the typical needs of individuals and small business website Subscribers. It is NOT intended to support the sustained high demands of large enterprises, international businesses, or non-typical applications better suited to a dedicated server.

The Company does not set arbitrary limits on the exact amount of traffic a website can receive or on the amount of content a Subscriber can upload to his/her/its website in a given month, as long as the Subscriber's use of the Services complies with these Terms. In most cases, a Subscriber's web site will be able to support as much traffic as the Subscriber can legitimately acquire. However, the Company reserves the right to limit processor time, bandwidth, processes, memory, or number of files, in cases where it is necessary to prevent other Subscribers from being negatively affected.

To prevent excessive bandwidth usage in a shared environment, and to maintain the quality of data transfer rates for each shared hosting customer, certain heavy bandwidth-intensive sites are discouraged, such as, but not limited to, the following: file sharing (music, video, etc), game servers, etc. Bandwidth usage is checked daily, and successive abusers will be required to upgrade their plans, or failing that, may be subjected to immediate account suspension.

11. Domain Names

Domain Name Transfers: the Company shall not be held responsible for domain transfers. The Subscriber is responsible for completing any necessary domain name transfers.

12. Courtesy Services

All services such as backup and Cpanel are provided for the courtesy of the Subscriber. It is the sole responsibility of the Subscriber to maintain the Subscriber's own backup of any data. The Company is not responsible for lost data or for lost data due to third party software that is not maintained by the Company. (Cpanel is not associated with the Company)

13. Non-disclosure of Confidential Information

The Company agrees not to use any Proprietary or Confidential Information ("Confidential Information") disclosed to it by the customer for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, maintaining and troubleshooting the Subscriber's account.

Confidential Information includes, but not limited to, login information, passwords, files, databases (including, but not limited to, products, services, and customers), web designs, configuration information, or financial information of the customer.

14. Service Level Agreement (SLA)

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

Circumstances beyond the Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA

- Failure of access circuits to the Company's network, unless such failure is caused solely by the Company
- Scheduled maintenance and emergency maintenance and upgrades
- DNS issues outside the direct control of the Company
- Issues with setup of services e.g. FTP, POP, IMAP, or SMTP
- False SLA breaches reported as a result of outages or errors of any of the Company's measurement system
- Subscriber's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's EULA
- Subscriber's software causing a unreasonably high level of server resource usage
- E-mail or webmail delivery and transmission
- DNS (Domain Name Server) Propagation
- Outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

15. Limitation of Damages

Recovery of damages from the Company may not exceed the amount of fees it has collected on the account.

16. cPanel Third Party Agreement

Customers are granted the right to use (but not the right to install or make a back-up copy) the Software solely on the Licensed Server, where "Software" means the cPanel software program(s) supplied by cPanel together with this Agreement, including cPanel & WebHost Manager (but not including cPanel Server Suite) and corresponding documentation, source code, object code, Updates, user interfaces (including without limitation any web-based interfaces), printed materials and online or electronic documentation, excluding any third party components.

Customers acknowledge and agree to the following:

1. Customers may not alter, merge, modify, prepare derivative works based upon, adapt or translate the Software in any manner whatsoever, decompile, reverse engineer, disassemble, or otherwise reduce the Software to any human-readable form, or use the Software to develop any application having the same primary functions as the Software;
2. cPanel owns all right, title and interest, including all Intellectual Property Rights, in and to, (a) the Software; (b) the Trademarks; (c) cPanel Usage Data; and (d) any and all Submissions (collectively, "cPanel IP Rights");
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6. Customers' right to use the Software shall automatically expire without notice upon the expiration or termination of this Agreement for any reason whatsoever;
7. cPanel may in its sole discretion terminate, disable or suspend the use of and access to the Software by any user in the event of any breach by the customer of any provision concerning cPanel or the Software in any Third Party Agreement;
8. cPanel is a third party beneficiary of any Third Party Agreement applicable to the Software with the full right to enforce the provisions of the Third Party Agreement as they pertain to cPanel and the Software; (i) The Third Party User's acknowledgement and agreement that cPanel's may in its sole discretion (i) monitor use of the Software; (ii) use the Authentication System; and (iii) collect and use the cPanel Usage Data as set forth in Section 2.5 (Monitoring of Software);
9. Customer's waiver of any and all claims (whether under law, equity or any other theory of liability) against cPanel and its affiliates that may arise from an inability to use the Software in the event (i) of the expiration or termination of this Agreement for any reason whatsoever; or (ii) that cPanel disables or suspends access to the Software
10. Customers may verify the licensed or unlicensed status of the Software and obtain other information about the license applicable to the Licensed Server by using the cPanel License Verification System located at <http://verify.cpanel.net/> or such other URL as cPanel may designate from time to time;

17. General

EULA terms are subject to change without any prior notification. Anything not listed in the EULA is open to interpretation and change by the Company management without prior notice. This EULA is a legally binding contract between the Subscriber and the Company. By opening an account, the Subscriber agrees to the above-stated terms.

All prices are non-refundable and non-negotiable.

Any violation of these Terms of Service will result in termination of the Subscriber's account. The Company maintains the right to terminate accounts without prior notification.

We reserve the right to remove any account with 15 days prior notice via email or by other means.

The above stated Terms are correct as of 11 Oct 2013.