

Fiber-Hosting, L.L.C.

Terms of Service

This Agreement sets forth Fiber-Hosting LLC terms of service. All services provided by Fiber-Hosting LLC are provided in accordance with this document. Fiber-Hosting LLC may modify this document from time to time as needed by publishing it online.

1. SERVICE. Fiber-Hosting LLC, as an Internet World Wide Web service provider, provides a server computer that is integrated into the Internet. This server computer sends and receives information as related to the World Wide Web. Customer desires to connect to and utilize the software and hardware facilities of Fiber-Hosting LLC to establish a web site. The use of any data or material by the Customer via the service provided by Fiber-Hosting LLC is at the Customer's sole and absolute risk. Fiber-Hosting LLC SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF QUALITY OF ANY AND ALL INFORMATION OBTAINED THROUGH THE SERVICES TO BE PROVIDED HEREBY.

2. USE OF SERVICE. This agreement hereby is intended for the use of only one web site unless otherwise stated in service plan. It is for the exclusive use of the Customer who's name specifically appears on the order and/or contract and does not extend to any other person or entity.

3. NO WARRANTIES. Fiber-Hosting LLC WILL UTILIZE ITS BEST EFFORTS TO MAINTAIN ACCEPTABLE PERFORMANCE OF THE CONTRACTED SERVICES, BUT Fiber-Hosting LLC MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Fiber-Hosting LLC CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, OR INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM OR VIA THE INTERNET. Fiber-Hosting LLC WILL NOT BE LIABLE FOR THE INADVERTENT DISCLOSURE OF, OR CORRUPTION OR ERASURE OF DATA TRANSMITTED OR RECEIVED OR STORED ON ITS SYSTEM. Fiber-Hosting LLC SHALL NOT BE LIABLE TO CUSTOMER OR ANY OF ITS CUSTOMERS FOR ANY CLAIMS OR DAMAGES WHICH MAY BE SUFFERED BY CUSTOMER OR ITS CUSTOMERS, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGES OF ANY AND EVERY NATURE, RESULTING FROM THE LOSS OF DATA, INABILITY TO ACCESS INTERNET, OR INABILITY TO TRANSMIT OR RECEIVE INFORMATION, CAUSED BY OR RESULTING FROM DELAYS, NON DELIVERIES, OR SERVICE INTERRUPTIONS WHETHER OR NOT CAUSED BY THE FAULT OR NEGLIGENCE OF Fiber-Hosting LLC.

4. INDEMNIFICATION. Customer agrees that it shall defend, Indemnify, save and hold harmless from any and all demands, liabilities, losses, costs, claims, including reasonable attorney's fees ("Liabilities") against Fiber-Hosting LLC, its agents, its customers, servants, officers, employees, that may arise or result from any services provided, performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Fiber-Hosting LLC against Liabilities arising out of any injury to person or property caused by any products sold or distributed in connection with Fiber-Hosting LLC's server or services, material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party, copyright infringement and any defective product which Customer sold on Fiber-Hosting LLC's servers. As a result of this, Customer agrees that Fiber-Hosting LLC shall not be liable to Customer for any claims of actual, compensatory and/or consequential damages which may be suffered by Customer, including, but not limited to, losses or damages due to the loss data resulting from delays, non deliveries, or service

interruptions caused by the fault or negligence of Fiber-Hosting LLC. Notwithstanding the above mentioned, Customer's exclusive remedies, damages, losses and causes of actions shall not exceed the aggregate dollar amount which Customer paid and retained by Fiber-Hosting LLC during the quarter in which the dispute occurred.

5. **INVOICING AND SERVICE FEES.** Invoicing for a web site shall be as follows: Customer shall be billed in accordance with the above stated terms, unless otherwise agreed upon in writing and executed by both parties. Payments of the service fee will be due upon inception (sign-up date). In the event that Customer shall fail to pay in advance for the services provided herein or in the event there shall exist any delinquency in the Customer's account then, in such event, Fiber-Hosting LLC reserves the right, in its sole, absolute and unfettered discretion, to terminate this agreement and discontinue service to the Customer without notice or liability for actual, compensatory or consequential damages to Customer for the interruption in service. Fiber-Hosting LLC shall be entitled to unilaterally terminate this agreement, in which case the provisions of paragraph 1, 2, 3, 4 and 5 shall continue in full force and effect, and/or, at its sole discretion, Fiber-Hosting LLC may discontinue or suspend service to Customer until payment is made. Any service disconnection or suspension will result in the requirement of re-connect fee which shall be the same as the setup-fee.

6. **30 DAY-MONEY BACK GUARANTEE.** Fiber-Hosting LLC's 30 day money back guarantee will only apply to shared hosting services (Budget Web, Starter Web, Bronze Web, Silver Web, Gold Web). The 30 day money-back shall apply to the refund on the agreed upon monthly plan fees and shall exclude, without limitation, the refund of any or all setup fees, service fees, transfer fees, design/development fees, software purchase fees, and any promotional discounts, etc. **ONLY** web hosting monthly fees are refundable. Customer will automatically be charged non-refundable additional fees in the event that this Customer is in excessive use of the agreed upon services, including, but not limited to, the use of additional bandwidth, file transfers in excess of plan limits, or mega byte space. **All dedicated servers and collocation services are non-transferable and non-refundable.**

7. **BANDWIDTH CHARGES.** Excessive usage of bandwidth will be calculated and charged at a price of \$25.00 per 1mbps.

8. **DENIAL OF SERVICE ATTACKS.** In the event a machine is Denial of Service attacked Fiber-Hosting LLC reserves the right to null route the host and/or the customer machine for a short period of time. In the event of a Denial of Service attack Fiber-Hosting LLC reserves the right to calculate bandwidth overage charges. In the event of a customers bandwidth exceeding its limit the customer can then purchase extra bandwidth from Fiber-Hosting LLC. **In the event of a Denial of Service attack the customer is responsible for all bandwidth overage charges they may incur.**

9. **CANCELLATION AND EARLY TERMINATION.** All cancellations in accordance with the terms and conditions contained herein must be submitted in writing via Fiber-Hosting LLC's online cancellation form or Customer may submit a request for cancellation in writing via registered mail. 30 Days Notice of cancellation is required. All Customer accounts must be paid in full before the transaction will be considered complete. Any contracts terminated prior to the end of said term will be subject to an early cancellation fee equal to fifty (50%) percent of the remaining service fees unless otherwise stated in a service contract between customer and Fiber-Hosting LLC.

10. **TAXES.** Customer shall be responsible for paying all taxes of any nature except for taxes on Fiber-Hosting LLC's income, irrespective of which party may be responsible for reporting or collecting such

taxes.

11. **MODIFICATIONS.** Fiber-Hosting LLC reserves the right to make changes to any of the above terms and conditions of this agreement immediately and without notice to Customer. Changes in monthly service fees are effective only at the end of any calendar quarter for which Customer has already prepaid. The use of the service by the Customer following the effective date of such change shall be proof of acceptance of Customer of such change(s).

12. **ENTIRE AGREEMENT AND SEVERABILITY.** This instrument constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter contained in this agreement. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect. IN WITNESS WHEREOF the parties intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument with each party warranting their ability to enter into this agreement for the person or entity pursuant to the law of the State of Texas. This Agreement will be held in accordance with the laws of the State of Texas. Any actions brought against Fiber-Hosting LLC must be done in the State of Texas.

13. **RESTRICTIVE USE.** The Customer may only use Fiber-Hosting LLC's service for lawful purpose. In the event that at any given time, Fiber-Hosting LLC believes that the service is being used by the Customer in contravention with any of the terms and provisions contained in this agreement, Fiber-Hosting LLC has the right to immediately discontinue such service to Customer without liability whatsoever. The following are restrictive uses and shall be cause for the immediate termination of web services and this agreement without notice and without refund to the Customer. Fiber-Hosting LLC will act as the sole judge as to what constitutes a violation.

14. **ACCEPTABLE ACCOUNT USAGE.** To better serve our customers and offer a more reliable service, Fiber-Hosting LLC has developed this acceptable use policy to define the types of behavior that will not be permitted on Fiber-Hosting LLC's network.

A. **RESPONSIBLE USAGE.** The Customer must take responsibility for their actions on the Fiber-Hosting LLC network, and any systems accessed through said network. This includes, but is not limited to, statements made through electronic mail, chat and discussion forums, and Usenet news groups. If the Customer, or Customer's assignee is found to have exercised irresponsible behavior, whether intentional or unintentional, endangering the Fiber-Hosting LLC network or another network's systems, company or individual, Fiber-Hosting LLC may suspend Customer's access at any time, without prior notice. Fiber-Hosting LLC management shall be the final and sole judge of whether abuse or violations have occurred.

B. **MASS ELECTRONIC MAIL.** This section outlines Fiber-Hosting LLC's policy on unsolicited mass e-mail and newsgroup postings, commonly known as, and referred to herein as "SPAM". For the purpose of this document, "unsolicited e-mail" shall be defined as: any electronic mail sent to a given list of address(es) for which the owner(s) have not given permission, express or otherwise, for the Customer's use in mass communication. Fiber-Hosting LLC network resources may not be used by Customer to e-mail or mass e-mail any user, or groups of users who have not indicated a willingness to receive said mailings. Any violation of this policy may result in termination of this agreement and service disconnection without prior notice to Customer. Fiber-Hosting LLC management will act as final and sole judge in determining if a violation has occurred.

C. RELAYING OF ELECTRONIC MAIL. Fiber-Hosting LLC does not allow our systems to be used for RELAY from non-Fiber-Hosting LLC customers or networks.

D. CENSORSHIP. Fiber-Hosting LLC has a policy of no-censorship, either from or to our systems, UNLESS, the information transmitted is illegal in nature, or clearly used to commit fraudulent activity. Additionally, the Fiber-Hosting LLC network may not be used to host Internet Relay Chat (IRC) related materials or services without explicit permission from Fiber-Hosting LLC management. At the sole discretion of Fiber-Hosting LLC management, any violation of the above will result in service disconnection and termination of this agreement without notice or liability to actual, compensatory or consequential damages to Customer.

E. SHARED RESOURCE USAGE. Fiber-Hosting LLC will not allow Customer to consume excessive system resources on the Fiber-Hosting LLC network.

F. SECURITY. Fiber-Hosting LLC actively and automatically monitors all of our systems for attempts at breaching our security, or attempts to access systems or resources that are not available for customers to use or access. This is commonly known as "hacking." Any attempt to access or modify unauthorized computer system information or to interfere with normal system operations, whether on the equipment of Fiber-Hosting LLC or of any other computer system or network that is accessed by our services, will result in immediate and permanent cancellation of your account(s) and may lead to other legal proceedings against you. ANYONE FOUND ACCESSING OR ATTEMPTING TO ACCESS UNAUTHORIZED Fiber-Hosting LLC OR Fiber-Hosting LLC CUSTOMER EQUIPMENT WILL HAVE THEIR ACCOUNT IMMEDIATELY TERMINATED AND THE INCIDENT REPORTED TO THE ATLANTA BUREAU OF THE FBI and respective Attorney General's office. Fiber-Hosting LLC fully cooperates with authorities during such an investigation.

G. UNLAWFUL USAGE. Fiber-Hosting LLC's network of information services may only be used for lawful purposes. Transmission of any material in violation of any federal, state or local regulation is prohibited. This includes copyrighted material, including but not limited to, MP3 audio files, photographs and other media not licensed to the individual. Additionally, material judged to be threatening, obscene, or material protected by trade secret is prohibited.

H. PRIVACY. While every attempt is made to keep all information passing to and from our systems, and to and from our customers, private, you must assume that any information that you transmit or receive may not be private. Fiber-Hosting LLC does not monitor or record normal usage of our systems. However, Fiber-Hosting LLC will fully cooperate with any authority in the investigation of illegal activity and may turn over logs and records upon receipt of proper orders. Fiber-Hosting LLC fully reserves the rights to conduct an audit if Fiber-Hosting LLC believes there has been a violation of this Agreement or the Law.

I. SELLING OF CUSTOMER INFORMATION. Fiber-Hosting LLC does not and will not sell or transfer any information about our customer base to any third party for the purpose of using that information for marketing or direct sales. Fiber-Hosting LLC does cooperate with other Internet and communications services providers and may release customer information to those parties in the event of security or credit-related problems.