



ACCEPTABLE USE POLICY & TERMS OF SERVICE

The following is the entire Acceptable User Policy ("AUP") agreement between HostVenom LLC ("hostvenom", "us", "we" or "our") and the personal or corporate account holder ("you", "your", "customer"). By using HostVenom LLC's products and services you agree to comply with our policies.

HostVenom LLC can modify or amend this agreement at any time with or without notice to you. This agreement was last modified on October 14, 2013.

Unsolicited Email & Spamming

Unsolicited commercial advertisements ("SPAM") are not allowed in e-mail and will likely result in account termination.

HostVenom LLC takes a zero-tolerance approach to SPAM originating from our products and services. If found we will charge YOU up to \$25 per IP address used in this incident.

The following activities are not allowed: SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such message may only be sent to those who have explicitly requested it from your domain); Forging, altering or removing electronic mail headers - any product or service sending stealth spam will be terminated without refund. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, YOU must not send that person any further messages.

NOTE - If YOU use the services of another provider to promote a website hosted by or through HostVenom LLC ("spamvertising"), then the provisions of the above policy shall apply as if the SPAM was sent through our servers.

Report Abuse:

Please email any violations of HostVenom LLC's policy to us with proof.
abuse@hostvenom.com

Technical Support Boundaries:

HostVenom LLC provides unmanaged or self-managed services to its clients. Clients may submit support requests relating to any issue however HostVenom LLC does not have to provide assistance for issues

that fall outside of replacing failed hardware, or network issues. Additional assistance not covered by an existing contract or agreement will be billed at \$100/hour.

Setup Time:

HostVenom LLC aims to deploy all services within 48 hours; however some configurations may require additional time. In the event additional time is required for a deployment the client will be notified.

Operating System Installation:

Loading of the operating system listed on the order form in the default configuration will be completed free of charge when deploying your server. Other operating systems may be requested, but we do not guarantee that we will be able to install them. If we cannot load your desired operating system you will need to do this via IPMI/KVM. Refunds will not be processed if we are unable to load a custom requested operating system or we are unable to meet custom partition requests.

Bandwidth & Overages:

Bandwidth used in excess of your allotted amount will be charged at \$0.20 per gigabyte of data transfer. We reserve the right to reduce a client's port speed if the client is expected to exceed their allowance; this cap will remain in place until the client provides a deposit for the estimated overages or upgrades to the bandwidth plan.

Payment Policies:

All accounts are set up on a pre-pay basis. All pricing is guaranteed for the term of pre-payment. HostVenom LLC reserves the right to change prices with 30 days' notice, unless other terms have been agreed upon. Any invoice which becomes will have a late fee added. YOU are responsible for all fees owed on the account from the time it was established to the time YOU notify HostVenom LLC to request for termination of all services. An account termination doesn't forgive debts owed to HostVenom LLC and the client is expected to pay these debts plus any court or collection costs that may be applicable. All payments are in U.S currency. HostVenom LLC will bill each client \$50 per returned check, or per credit card chargeback received. All HostVenom LLC accounts are billed on a month to month basis unless otherwise agreed upon. All payments made to HostVenom LLC are non-refundable.

Cancellation Policy:

You may cancel your server by providing us with at least five (5) days cancellation notice via the billing portal (<https://billing.hostvenom.com>). If you fail to provide notice five (5) days before the end of your billing period you agree to be billed a \$29 cancellation fee. Services may be terminated for non-payment of invoices, but the debt to HostVenom LLC will not be cancelled. We reserve the right to immediately suspend all services in your account in the event there is any issue with payment. HostVenom LLC reserves the right to cancel a server at any time.

Promotional Rates & Special Offers:

HostVenom LLC may offer subsequent promotional rates or specials offers; the terms of which may or may not be more favorable than the terms and conditions for YOUR services. Clients are not permitted to replace a HostVenom LLC service with a promotional rate or special offer service. Different promotional fees and special offers may not be combined together.

Intellectual Property Rights:

Material accessible to you through HostVenom LLC's products and services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, YOU must not use HostVenom LLC or its products, services or network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the HostVenom LLC network. If YOU use a domain name in connection with HostVenom LLC or similar services, YOU must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security:

Customers may not use the HostVenom LLC network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to accessing data not intended for YOU, logging into a server or account YOU are not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's network security policy. YOU may not attempt to interfere or deny service to any user, host or network. This includes, but is not limited to flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. HostVenom LLC will cooperate fully with investigations for violations of system or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. User who violate system or network security may incur criminal or civil liability.

IP Address Ownership:

HostVenom LLC shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by HostVenom LLC. HostVenom LLC reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Lawful Purpose:

HostVenom LLC reserves the right to refuse service to anyone. YOU may only use HostVenom LLC's products and services for lawful purposes. Our products and services may not be used for illegal purposes or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in the United States of America, it is not permitted to reside on our products and services. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes but not limiting 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 thread, or violates export control laws. Example of non-acceptable content or links: "Pirated Warez", OGG, AVI, MPEG, ISO, "Hacker programs or archives", "Copyrighted Digital Movie Copies (DIVX)" and "Unlicensed MP3". The designation of any materials as such described above is left entirely to the discretion of HostVenom LLC management.

If illegal content or usage is found, the account will be suspended and/or terminated. YOU agree that HostVenom LLC may disclose any and all YOUR information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification.

Regardless of your location, YOU agree that for purposes of venue this contract is entered in Tomkins Cove, New York and any dispute will be litigated or arbitrated in Tomkins Cove, New York. Defendants further waive all objects to venue and acknowledge that the venue in any such litigation will be held in New York courts. In no event shall HostVenom LLC's maximum liability exceed one dollar (\$1).

Indemnification:

YOU agree that it shall defend, indemnify, save and hold HostVenom LLC harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against HostVenom LLC, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product or service sold by you, your agents, employees or assigns. You agree to defend, indemnify and hold harmless HostVenom LLC against liabilities arising out of:

- 1) Any injury to person or property caused by any products sold or otherwise distributed in connection with HostVenom LLC's products and services.
- 2) Any material supplied by the customer infringing or allegedly infringing on the proprietary rights of a third party.
- 3) Copyright infringement
- 4) Any defective products sold to the customer from HostVenom LLC's products and services.

Disclaimer:

HostVenom LLC will not be responsible for any damages your business may suffer. HostVenom LLC makes no warranties of any kind, expressed or implied for services we provide. HostVenom LLC disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-delivers, wrong delivery, and any and all service interruptions caused by HostVenom LLC and its employees. HostVenom LLC reserves the right to revise its policies at any time. All clients of HostVenom LLC must adhere to the above polices. Failure to follow any term or condition will be grounds for immediate account termination.