

## **GlobalPromotions.Net Ltd Hosting Contract**

Terms of Service: Your Rights and Responsibilities

GlobalPromotions.Net Ltd (referred hereinafter as 'Gpnet', 'our', 'we' and 'us') is a web hosting firm. All accounts on our web servers, including single-domain, reseller and resold accounts, are subject to the terms and conditions described in this document. Under the terms of this agreement, your placement of information on our servers is an acknowledgement that you have read, understand, and agree to abide by the terms and conditions below.

### **1. User Conduct**

Our services may only be used for lawful purposes -- any use of these services which violates any laws which may apply to Gpnet, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited. Gpnet reserves to make a final judgment concerning the definition of abuse.

This means that while using the service, you may not:

- Post or transmit any unlawful, threatening, abusive, defamatory, obscene, libelous, offensive, pornographic, indecent, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
- Restrict or inhibit any other user from using and enjoying the Internet.

### **2. Resource Usage, Adult-Oriented Sites**

Users may not initiate the following on our servers:

- Run any process that requires more than 8Mb of memory space, more than 30 CPU seconds, or use more than 5% of all available system resources at any time.
- Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any site with adult-oriented content, including but not limited to any nude or pornographic material, except on servers where we specifically allow adult material.

Users are also required to abide by the following:

- Databases are only to be used for Gpnet-hosted web sites, and no outside access will be granted.

**Zero Tolerance Spam Policy:** We take a zero tolerance stance against sending of unsolicited e-mail, commonly known as spam. Any user who sends out spam will have their account terminated without notice, this includes reseller and resold accounts.

Gpnet reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. Gpnet also reserves the right to make any such modifications in an emergency at our sole discretion.

### **3. Indemnification**

You agree to indemnify, defend, and hold harmless Gpnet from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Gpnet, or any other party or parties without limitation or exception. This indemnification and hold

harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

#### **4. Refusal or discontinuation of service**

Gpnet reserves the right to refuse or discontinue service to anyone at Gpnet' sole discretion. Gpnet may deny you access to all or part of the service without notice if you engage in any conduct or activities that Gpnet in its sole discretion believes violates any of the terms and conditions in this agreement. Gpnet shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Gpnet has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Gpnet reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Gpnet also reserves the right to refuse refunds in cases where Gpnet believes abuse has taken place.

#### **No Bulk Mailings**

Shared hosting accounts have a limit of 100 emails which can be sent per hour per domain. Repeatedly sending out bulk email to hundreds of email addresses through a shared hosting account and abuse of the SMTP server can result in termination of the hosting account.

#### **5. No warranties**

Gpnet makes no warranties or representations, except the money back guarantee policy, of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Gpnet or its agents or employees shall create a warranty. Gpnet provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Gpnet be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Gpnet service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Gpnet' servers that such information becomes available to all Internet users and that Gpnet has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Gpnet' servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Gpnet or on the Internet generally.

Your use of the service is at your sole risk. Gpnet is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Gpnet servers.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by Gpnet, including restrictions on services available with each service type, restrictions on certain features, and all other policies.

Gpnet reserves the right to monitor any and all communications through or with our facilities. You agree that Gpnet is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

#### **6. Account-Holder Identification Information**

You agree that you as the person legally responsible for all use of this account, are at least 18 years of age. If you are under 18 years of age, you need to have parental consent in order to sign up, and the account must be ordered by a parent or guardian, in their own name. You agree to supply Gpnet with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us, and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

### **7. Violation of the Terms and Conditions**

If you are a reseller of Gpnet, you are responsible for your client's account(s). If one of your clients is in violation of the terms and conditions, we reserve the right to suspend or terminate the account at our sole discretion, depending on the severity of the violation and will inform you at the email address provided to us at the signup. If your reseller account is in violation of the terms and conditions, the same rules apply.

### **8. Payment & Other Information**

You agree to supply appropriate payment for the services received from Gpnet, in advance of the time period during which such services are provided. You agree that until and unless you notify Gpnet of your desire to cancel any or all services received, those services will be billed on a recurring basis. Contract cancellation period is 30 days from receipt of notification.

### **9. Agreement Acknowledgement**

This agreement supersedes any written, electronic, or oral communication you may have had with Gpnet or any agent or representative thereof, and constitutes the complete and total agreement between the parties. In the event that any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

Gpnet reserves the right to change this Usage Policy at any time without prior notification. By placing and continuing to maintain or place information on Gpnet's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.



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THIS AGREEMENT is made and entered between GlobalPromotions.Net, and its subsidiaries, hereinafter referred to as ("GLOBALPROMOTIONS.NET") and you, the Customer, who wishes to use the Services of GLOBALPROMOTIONS.NET in accordance with GLOBALPROMOTIONS.NET's policies, order forms and standard application.

The payment is due at the time the application and agreement are filled out, and electronically or telephonically submitted to GLOBALPROMOTIONS.NET. Subsequent payments are due according to the selected fee schedule following the establishment of the web space and services on the Internet. In the event that the Customer fails to pay for such services in advance, GLOBALPROMOTIONS.NET shall be entitled to unilaterally terminate this Agreement and discontinue the Service until payment is made. As consideration for the Internet services provided by GLOBALPROMOTIONS.NET to Customer, Customer agrees to pay all fees, which are due at the time of submitting the application and order.