

PaulNet Communications

Terms and Conditions

Illegality

Hosting services may not be used for illegal purposes or in support of illegal activities. PaulNet Communications reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. Users who violate systems or network security may incur criminal or civil liability. PaulNet Communications will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. The use of PaulNet Communications hosting services to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software will result in account termination.

Misuse of Resources and Undesirable Content

PaulNet Communications intends to provide its customers access to everything the Internet has to offer. While the PaulNet Communications is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the PaulNet Communications and the Internet and cannot be permitted under the guise of free speech. The resources of the PaulNet Communications and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community. We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. The use of PaulNet Communications hosting services for any activity which affects the ability of other people or systems to use or service or the Internet will result in account termination. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. The Network will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. You may not use your virtual site to publish material, which we determine at our sole discretion, to be unlawful, indecent, or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Any application that consumes excessive amount of server resources will be removed, and, not limited to, suspension of services. We recommend using PHP/ASP scripts instead of CGI (especially for forums). The following things are NOT allowed on our servers.

- Pornographic Material
- Streaming Media
- Real Media

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- Chat/IRC, web proxy and mailing list scripts (majordomo, etc.)
- Programs/Scripts consuming excessive server resources
- SPAM/Bulk Email
- Hacking, Cracking, Warez Material
- Audio/Video Media Downloads (Unless you are the copyright owner of the material)
- MP3s (Unless you are the copyright owner of the material)
- Any other material that PaulNet Communications deems inappropriate, obscene, disrespectful, or hateful. PaulNet Communications reserves the right to limit or restrict service to people who violate this.

If an account is used to violate the Terms and Conditions, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Terms and Conditions will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

SPAM

PaulNet Communications and its provider do not tolerate SPAM. All account holders who chose to violate this policy will face fines. PaulNet Communications will fine an account holder \$500 for sending an excessive number of mail messages to recipients not hosted by PaulNet Communications. Malicious intent to impede another person's use of electronic mail services (mail bombing) or news (news bombing) will result in the immediate termination of the offending account. Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Network is in violation of these Terms and Conditions. PaulNet Communications has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list (Usenet SPAMing). Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Billing/Payment

PaulNet Communications has the following terms and conditions regarding the billing of our customers. ALL clients are subject to this policy.

- ALL fees are NON-REFUNDABLE
- Your domain name registration with PaulNet Communications is the amount of time that your hosting services will be provided by PaulNet Communications. You will be billed until the duration of the domain name registration has expired. At the end of the domain name registration, you will be asked if you wish to renew your domain name registration and hosting services. If you should cancel services before the end of the domain registration, PaulNet Communications will transfer ownership of the domain back to the account holder. If you should prepay your account and cancel before the end of the prepayment, PaulNet Communications will not refund any fees paid.
- Bills for one month are sent out on the 10th day of that month's billing period. Payment for that month's period is due on the 25th day.
- All outstanding accounts after the 26th day. Will be assessed a 24% APR late fee, minimum fee of \$1.50
- Late fees will be billed every month.
- If payment has not been received by the 25th of the month following a missed payment, your hosting account will be suspended.
- Suspended accounts will be assessed a \$30 re-instatement fee.
- Under cases of hardship, please inquire with customer service.

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Rates

The "standard" rate applies to everyone. Discounted rates ("Christian Church" or "Non-Profit") are not available to individuals. To achieve the "Non-Profit" discounted rate, you must submit the letter your organization received from the IRS that designates 501(c)(3) status. Submission of sales and use tax exemption is also preferred. To achieve the "Christian Church" rate, you must agree, in writing, that your church's doctrine includes the acceptance and practice of the ideals, content, and meaning of the Apostle's Creed. PaulNet Communications feels that the Apostle's Creed expresses the most basic doctrine of the Christian Faith. PaulNet Communications reserves the right to deny discounted rates to any organization that does not meet the requirements. PaulNet Communications management reserves the right to waive requirements.

Data Protection

PaulNet Communications will NEVER sell your personal information to any other third party (With the exception to PaulNet Communications affiliates, parent companies, and partners). All sensitive information required by PaulNet Communications is kept under strictly confidential and security measures are in place. (Sensitive information is defined as: *any information/data that can be used to fraudulently steal one's identity.*) Once an account is closed all information (Unless the account holder has opted to renew) is destroyed.

Release of Liability

When you purchase an account from PaulNet Communications you hereby release PaulNet Communications from all liability concerning your web site. PaulNet Communications leases servers in a remote datacenter. Server downtime and/or failure are under the control and maintenance of our provider. All legalities caused by your site that do not violate the AUP, are not liable to PaulNet Communications.

NO WARRANTIES

PaulNet Communications does not state or imply a warranty on any of the data stored on its servers. Any warranty supposedly stated by PaulNet Communications will not be honored. Backup of a client's data is the responsibility of the client, and PaulNet Communications cannot be held responsible for data loss due to a hardware failure. Clients agree to use the services of PaulNet Communications at their own risk.

Retroactive Policy Amendments

PaulNet Communications reserves the right to amend its terms and conditions and set forth any retroactive policy changes. Clients may request an exemption from a retroactive policy change. They must file the request within 10 business days of new terms and conditions published on the official PaulNet Communications website.

Policy Numbering

All official PaulNet Communications terms and conditions will have a Policy Number. For a client to request exemption, they must specify which policy they wish to be exempted from, and the policy with which they must agree.

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Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. **Your password provides access to your account. It is your responsibility to keep your password secure.** Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You must adopt adequate security measures to prevent or minimize unauthorized use of your account. You may not 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 or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

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I, the undersigned, have read and understand this policy set forth by PaulNet Communications. I furthermore understand that failure to sign this document may result in denial of my contract with PaulNet Communications.

X _____ Date: _____

Printed Name: _____

Domain: _____

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