



Terms & Conditions

Fasthosts Internet Inc. General Terms and Conditions of Service

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING ANY OF THE SERVICES OR PRODUCTS OFFERED BY FASTHOSTS INTERNET INC YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THESE TERMS AND CONDITIONS SUPERSEDE ALL EARLIER VERSIONS. Please read these terms and conditions carefully, as they describe your legal rights and obligations. This Agreement shall become effective as of the date of your acceptance, by clicking a box (either during online sign up or via your control panel) that indicates you agree to the Service or, if you have done neither of these, by our receipt of your signed acceptance of these Terms & Conditions of Service following our email to you (containing a link to the Terms) following sign up.

1. DEFINITIONS

For the purposes of this Agreement:

"Bandwidth" shall refer to the rate of data transmission in bits per second using Fasthosts' Equipment.

"Content" shall mean downloadable files which are interpreted by a client web browser for display with or without plug-ins.

"Customer Service" shall refer to communications, other than Technical Support, from us to you relating to questions regarding Your Services, the Fasthosts Services, the Reseller program, or the purchase of additional Fasthosts Services.

"End-User" shall refer to an individual or entity to whom the Fasthosts Services have been sold by a Reseller.

"Fasthosts' Equipment" shall mean computer and telecommunications devices, internet access and/or transmission rights owned, operated and/or maintained by Fasthosts and/or Fasthosts' affiliates, agents, or assigns which provide the Fasthosts Services.

"Fasthosts", "us," "we," "our" and grammatical variants thereof shall collectively refer to Fasthosts Internet Inc., a corporation organized and existing under the laws of the State of Delaware, United States of America, located at 701 Lee Road, Suite 300, Chesterbrook, PA 19087, U.S.A. and its assigns and successors in interest.

"Fasthosts Services" shall mean the products and services provided by Fasthosts, and/or Fasthosts' affiliates, agents, or assigns at any given time, including, but not limited to, web hosting, e-mail, domain registration, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time without notice in Fasthosts' sole discretion.

"Fasthosts Software" shall mean any software provided by Fasthosts at any given time, whether downloaded to your computer, provided to you on CD or another form of removable media, or utilized online as part of the Fasthosts Services. Fasthosts Software includes the program and any and all copies or portions thereof, whether standing alone or in combination with other programs, as well as the documentation and other materials delivered in connection with the software, if any.

"Fee" shall mean monies and other consideration you are obligated to pay to Fasthosts for the right to use the Fasthosts Services and Bandwidth subject to the terms and conditions of this Agreement and of the particular Fasthosts Services for which you have registered, as outlined on the then-current schedule of fees.

"Fee Schedule" shall mean the fees for the Fasthosts Services as published on www.fasthosts.com, which may be modified at any time without notice in Fasthosts' sole discretion pursuant to the provisions of 17.1.

"Law" or "Laws" shall mean the laws, statutes, and regulations then in effect of the United States of America and its various states and dependencies as well as the laws of your country of residence or the country in which you use or access the Fasthosts Services, including but not limited to the laws of any provinces, states or dependencies thereof, provided, however, that in the event of a conflict, the laws of the United States shall always govern without regard to such conflict of law principles, in accordance with Section 15.8.

"Online Software" is Fasthosts Software, which is hosted software, which runs directly on Fasthosts' servers, for use as part of the Fasthosts Services, whether through the control panel or otherwise.

"Parties" shall collectively refer to Fasthosts and you.

"Payment Account" shall refer to the credit and/ or debit card account provided by you upon registration to pay for Your Services. Fasthosts may add, delete, or modify the methods by which customers can pay for the Fasthosts Services at any time without prior notice, at its sole discretion. Payments processed by third-party payment providers are subject to those third-parties' terms and conditions of service, and Fasthosts makes no representations or warranties with respect to third-party payment services.

"Reseller" shall refer to an individual or entity which has accepted these terms and conditions, including but not limited to Section 5, and has received an email from Fasthosts confirming such person's appointment as an authorized reseller of the Fasthosts Services for the purpose of offering the Fasthosts Services to End-Users.

"Resources" shall refer to Bandwidth, processor utilization and any other measurable deployment of the Fasthosts Services, as measured by Fasthosts.

"Suspend" or "Suspension" shall include the disabling of, releasing of, and/or placing of a registrar lock on the domain name/s you have registered through Fasthosts, the cessation of transmission of and access to Your Data, and cessation of your access to the Fasthosts Services. If you are a Reseller, it shall also mean the suspension of your authorization as a Reseller.

"Technical Support" shall refer to communications from us to you dealing with problems or questions relating to technical matters involving software or services provided by us to you.

"Third Party Software" is software which is developed and licensed by a third party and provided to you by Fasthosts.

"Web Site Space" shall mean a quantity of computer memory allocation, as outlined in the program description for Your Services, generally located on one or more computer storage devices wherein data comprising Your Web Site is stored and is accessible by Fasthosts' web server equipment. With respect to any Reseller, Web Site Space shall also mean a quantity of

electronic data storage, as outlined on www.fasthosts.com for the Reseller Services, generally located on one or more computer storage devices wherein data comprising Your Web Sites is stored and is accessible by Fasthosts' web server equipment.

"You", "your" and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or other beneficial interest.

"Your Data" shall mean any data, including but not limited to advertisements, documents, e-mails, images, movies, web pages, or other Content, related to your use of the Fasthosts Services and stored on or transmitted by Fasthosts' Equipment, and, with respect to Resellers, shall also include without limitation the data of any End-User.

"Your Services" shall mean the specific Fasthosts Services for which you have contracted, subject to the limitations and specifications of the particular service effective as of the date of contract and to the fees for those Fasthosts Services pursuant to the current Fee Schedule, whether used by you or, if you are a Reseller, by an End-User.

"Your Web Sites" shall mean Content and other data transmittable via the Internet which is stored in your Web Site Space for dissemination via Fasthosts' Equipment, which, with respect to Resellers, shall also include without limitation, the Content and other stored data of any End-User.

2. FEES

2.1. All Fees must be paid in United States Dollars in advance of the provision of Your Services, including without limitation the provision of Fasthosts Services sold by you to End-Users via any Reseller account. You agree that Fasthosts may automatically debit all fees due, when due, from your Payment Account. You also agree that Fasthosts may automatically debit your Payment Account, without further authorization from you, for any renewal term, additional services, and any fees or expenses applicable to Your Services, including but not limited to fees for excessive Resource use or for your use of services in excess of those included within your applicable plan. If payment in full is not received by Fasthosts from the provider of your Payment Account or its agents, you agree to pay all amounts due from you for the Your Services without demand by Fasthosts.

2.2. Certain Fasthosts Services are subject to set-up, service, and domain service fees, pursuant to the Fee Schedule, and by registering for such Fasthosts Services you authorize Fasthosts to debit your Payment Account for any and all such fees.

2.3. Fasthosts may offer promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for Your Services. Any such promotions or modifications shall not effect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent that they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined.

2.4. You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts as determined at Fasthosts' sole discretion. Except where prohibited by Law, all accounts referred to a collection agency shall be subject to an additional fee, which must be paid in full before the account is reactivated.

2.5. Anyone challenging payments made from the Payment Account pursuant to this Agreement (a "Chargeback") shall be subject to an administrative fee of \$50, should the Chargeback request be decided in favor of Fasthosts if Fasthosts decide to defend such chargeback (the "Chargeback Fee"). Fasthosts reserves its right to defend such chargebacks and, having successfully done so, to debit the Payment Account for the full amount of any amounts outstanding including but not limited to the Chargeback Fee.

2.6. Fasthosts reserves the right to cancel your account and discontinue your use of the Fasthosts Services at any time. In this event, provided you are not in arrears or are otherwise in violation of this Agreement, you will receive a prorated refund of any pre-paid, refundable fees for the remainder of any term. Fees for certain services, including but not limited to those including third-party resold software, set-up and domain name registration fees, are not refundable unless provided otherwise by applicable Law. Fasthosts may, in its sole discretion, refund other amounts as it deems necessary or advisable. Termination of a Reseller's account may result in termination of its End Users' access to the Fasthosts Services. Fasthosts shall not be responsible for the impact of termination of your account on End Users.

3. DESCRIPTION OF SERVICES

3.1. General Provisions

3.1.1. Fasthosts reserves the right to refuse service and/or access to its servers and/or the Fasthosts Services to anyone. Subject to and conditioned upon Fasthosts' retained rights and all other terms and conditions set forth in this Agreement, Fasthosts offers the Fasthosts Services as soon as practicable after registration for the Fasthosts Services and payment of any and all fees due. You will receive an account number and further instructions upon completion of the registration process.

3.1.2 Any and all services which are or may be provided to you by Fasthosts pursuant to this Agreement, including without limitation your use of the Fasthosts Services and the licensure of any Reseller rights granted herein, are non-exclusive and nothing in this Agreement shall limit or restrict Fasthosts from providing similar services and granting similar licenses to third parties regardless of whether such third parties are competitors of you. Nothing in this Agreement shall limit or restrict Fasthosts from engaging in any activities similar to yours or in competition with you.

3.1.3 You are responsible for maintaining the confidentiality of both your password and your account and for all activities that occur under your password and your account. You agree to immediately notify Fasthosts of any unauthorized uses of your account or any other breaches of security. Fasthosts cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Fasthosts be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

3.1.4. Fasthosts may Suspend your account or terminate this Agreement, permanently remove Your Data from Fasthosts' Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, if it is informed or otherwise believes, in its sole discretion, that you have breached any of the terms of this Agreement, including but not limited to Section 5, or that such action is necessary to comply with any applicable Laws, requests of law enforcement, or to avoid any liability, whether civil or criminal, on the part of Fasthosts. As more completely set forth in Sections 8, 9, and 10, you and your End Users waive any and all claims you or they may have, now and forever, against Fasthosts relating

to the content, use, and operation of Your Web Sites or any of Your Services or the Fasthosts Services generally and agree to indemnify and hold harmless Fasthosts from and against any such claims.

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

3.1.6. Fasthosts may temporarily suspend services as needed to carry out maintenance or repair to the Fasthosts Equipment or Fasthosts Services. Information concerning downtime is available on the Fasthosts support website, as are details of any interruptions to our services. Such suspensions may be made notwithstanding and without impact on any uptime guarantees.

3.2. Server and Connectivity Services

3.2.1. Fasthosts shall provide to you a non-transferable, revocable, non-exclusive and limited license to use the Web Site Space allocated to Your Services for the exclusive purpose of storing and disseminating Your Web Site data via the Internet consistent with this Agreement. You may not attempt to expand or alter these rights or the Fasthosts Services by entering into multiple agreements with Fasthosts.

3.2.2. Unless provided otherwise in the specifications for Your Services, there is no limit on Bandwidth use, web space, websites, standard mailboxes, or mail forwarders for Your Services. Should the Resources utilized by you be deemed by Fasthosts, in its sole discretion, to be abnormally high, Fasthosts reserves the right to Suspend your account immediately without notice or liability to you. Fasthosts may, in its sole discretion, provide notice of excessive use or continue to provide Your Services with limits as set for by Fasthosts. Should you fail to comply with these or any other limits on Your Services, Fasthosts may terminate this Agreement or, in the case of mailbox limits, return or reject any and all e-mails sent to you to the originating sender, without notice or liability to you or anyone else.

3.2.3. If you need to exceed the limits on our database products for your package, you will need to purchase additional space, in the form of a

200MB top-up in order to meet your excess usage. The cost of this additional space is stipulated in the Fee Schedule.

3.2.4. If you need to exceed the limits on our advanced mailbox products, you will need to purchase additional space, in the form of a 100MB top-up. The cost of this additional space is stipulated in the Fee Schedule

3.2.5. You are responsible for backing up Your Data. Fasthosts does not warrant or otherwise guarantee that it will back up Your Data or that data which has been backed up can be retrieved, and will not be responsible for any archiving or backup of Your Data. Fasthosts is not responsible and will not be held liable if any of Your Data is lost, whether during a service interruption or otherwise.

3.3. Domain Name Registration

3.3.1. Should you choose to register a domain name through Fasthosts, whether through the control panel or otherwise, Fasthosts will register a second level domain name on your behalf, (including for any End-User), provided such domain name is available for registration. Fasthosts may provide the domain name registration services through a third-party registrar, and Fasthosts acts only as an intermediary between you and such third-party registrar. Fasthosts shall not own or otherwise legally control any domain name registered on your behalf. The registration of a domain name is subject to the terms and conditions of those third-party registrars, and is also subject to the terms of the Uniform Domain Name Dispute Resolution Policy ("UDRP"). You agree that, if the registration or reservation of a domain name is challenged by a third party, you will be subject to the provisions of the UDRP in effect at the time of the dispute. Fasthosts assumes no liability in the event the domain name is unavailable or otherwise not assigned to you, even if the domain name appears to be available at the time registration was attempted. Fasthosts has no influence over the assignment of domain names. Further, Fasthosts does not warrant or guarantee that assigned domain names do not infringe the rights of third parties, or that you will retain the rights to that domain name for any period of time.

3.3.2. Fasthosts will accept the transfer of domain names from other registrars, however, you will be required to pay for an initial year of registration fees upon transfer (except in the case of UK TLDs). Domain names which have been prepaid for a period of more than one year but with fewer than nine years remaining may also be transferred, subject to

the payment of an initial year of registration fees. An additional year will be added on to the remaining term of any transferred domain. Domain names with more than nine years remaining on the registration period may not be transferred. Upon the expiration of the one-year extension you will be charged an annual renewal fee for any subsequent renewal period. By requesting the transfer of a domain name you authorize Fasthosts to debit your Payment Account for the one-year registration fee and any related fees or charges.

3.3.3. You agree that you are responsible for any and all fees and costs related to the registration of a domain name, whether on your own behalf or on behalf of an End-User, and you authorize Fasthosts to debit the Payment Account for any such fees and costs. We operate an automatic domain renewal system, whereby at the end of each term your domain name will automatically renew for an additional one-year period (or otherwise, as applicable) unless you opt-out of this service through your control panel. In automatically renewing domains on your behalf, you authorize Fasthosts to debit your Payment Account for the renewal fee or any related fees or charges.

FASTHOSTS ACCEPTS NO LIABILITY WHATSOEVER FOR ANY DOMAINS LOST AS A RESULT OF YOU OPTING OUT OF THE AUTOMATIC DOMAIN RENEWAL PROCESS.

3.3.4. Fasthosts expressly reserves the right to deny, cancel or transfer any registration that it deems necessary, at its discretion should your Payment Account provider fail to honor any debit associated with the registration, renewal, or transfer of your domain name, to comply with any applicable Laws, requests of law enforcement or dispute resolution process, or to avoid any liability, whether civil or criminal, on the part of Fasthosts.

3.3.5. You acknowledge and agree that Fasthosts or its agents, assignees or licensees may associate any data of any kind, at Fasthosts' sole discretion, with any URL incorporating your domain name until you replace such data with Your Web Sites, at such times as Your Web Sites are no longer available, and upon termination for any reason, for as long as Fasthosts or Fasthosts' agent, assignee, or licensee continues to be listed as the hosting entity with the domain name registry used to register such domain names. This paragraph shall apply to any and all web pages generated by Fasthosts or its affiliates, including but not limited to 404 error pages. Fasthosts shall be entitled to any revenue generated from such web pages.

3.3.6. You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any person or company and that your domain name is otherwise in compliance with the terms of this Agreement, in particular the provisions of Section 5. Fasthosts reserves the right to lock or suspend a domain name and to modify the DNS settings as it deems necessary, at its sole discretion.

3.3.7. You shall inform Fasthosts of any claim or potential claim against your domain name, including but not limited to the initiation of a dispute under the UDRP, within five days of notification of same. Should you lose your right to use a domain name which is used in connection with the Fasthosts Services, whether through expiration or sale of the domain name, judicial decree, administrative decisions of the UDRP, or otherwise, you agree to inform Fasthosts immediately of the party to whom the domain name is to be transferred and you authorize Fasthosts to take any and all actions necessary to effect such transfer.

3.4. Software

3.4.1. Fasthosts may, at its sole discretion, provide you with Fasthosts Software in connection with Your Services. Upon payment of all fees due and owing to Fasthosts under this Agreement, Fasthosts hereby grants, and you hereby accept, a non-transferable, revocable, non-sublicensable, and non-exclusive license to use the Fasthosts Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Fasthosts. Source code and other information pertaining to the logic design of the Fasthosts Software is specifically excluded from the license granted hereunder.

3.4.2. Although certain Fasthosts Software may be provided free of charge, Fasthosts reserves the right to charge for the Fasthosts Software, including but not limited to the Online Software or the Third Party Software, or any updates thereto or upgrades therefor at any time.

3.4.3. You recognize that the Fasthosts Software and all related information, including but not limited to any and all documentation, updates, improvements, modifications, and enhancements, are proprietary, and that all rights thereto, including copyright, are owned by Fasthosts. You further acknowledge that you have been advised that the Fasthosts Software, including documentation, updates, improvements, modifications, and enhancements, constitutes a trade secret of Fasthosts, is protected by

civil and criminal law, and by the law of copyright, is valuable and confidential to Fasthosts, and that its use and disclosure must be carefully and continuously controlled.

3.4.4. Fasthosts shall at all times retain title to all the Fasthosts Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

3.4.5. Unless provided otherwise in the specifications for Your Services, the Fasthosts Software supplied hereunder is for your personal or business use. You shall not permit any third party, including but not limited to End Users, to use the Fasthosts Software or allow access to the Fasthosts Software from sites outside of your home or business premises except as specifically authorized in writing by Fasthosts. The Fasthosts Software is to be used only for the purposes specified in this Agreement and specifically as restricted in the following three subparagraphs of this Section 3.

3.4.6. While this Agreement is in effect, or while you have custody or possession of any of the Fasthosts Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Fasthosts Software, whether such Fasthosts Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Your Web Sites pursuant to this Agreement, nor; (ii) provide or make the Fasthosts Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering, or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Fasthosts. In order to protect Fasthosts' trade secrets and copyrights in the Fasthosts Software, you agree to reproduce and incorporate Fasthosts' trade secrets or copyright notice in any copies, modifications, or partial copies.

3.4.7. You agree to notify Fasthosts forthwith if you obtain information as to any unauthorized possession, use, or disclosure of any Fasthosts Software by any person or entity, and further agree to cooperate with Fasthosts, at Fasthosts' expense, in protecting Fasthosts' proprietary rights.

3.4.8. Unless agreed otherwise in writing by Fasthosts, the Fasthosts Software may be used only on a single computer or workstation. Fasthosts Software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the Fasthosts Software on a network except to facilitate permissible installation of the Fasthosts Software on computers attached to the network. You warrant and guarantee that all users of the Fasthosts Software shall be aware of and comply with the terms of this license.

3.4.9. Certain Online Software is provided for online use as part of the Fasthosts Services and the use of such software may be subject to fees as outlined in the current Fee Schedule in accordance with this Agreement. Neither you nor your End Users may download, install, store, or make any copies of the Online Software, nor may you sublicense the Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market, or otherwise dispose of any portion of the Online Software or any copies thereof and not to assist any third party in doing so. The Online Software is designed to be used through the Fasthosts user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Fasthosts reserves the right to suspend the use of, modify, or discontinue the Online Software for any or all customers at any time without notice.

3.4.10. Fasthosts provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Certain online software is Third Party Software, and is subject to the applicable provisions of this Agreement except as may be modified by the terms of the third party's licensing agreement. Fasthosts may limit the functionality of any such third party online software, at its sole discretion. Except for Third Party Software which is also online software, such Third Party Software is delivered to Fasthosts customers by mail and may be ordered via a customer's control panel for a period of six (6) months after the commencement of the Fasthosts Services. The license conditions governing the use of the Third Party Software may differ from Fasthosts' own software licenses. Customers of Fasthosts are bound by the conditions of all licenses pertaining to such Third Party Software and should make themselves familiar with their terms and conditions. THE THIRD PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY FASTHOSTS DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD PARTY

SOFTWARE, NOR CAN FASTHOSTS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD PARTY SOFTWARE.

3.4.11. In the event of termination of this Agreement, or upon any act which shall give rise to Fasthosts' right to terminate, or upon the expiration of the license for Fasthosts Software which is subject to a limited-duration license, any and all licenses granted under this Section 3.4 shall terminate automatically, and you agree to remove, erase, or destroy the Fasthosts Software and any Third Party Software and documentation and all copies thereof, wherever located, without demand or notice.

3.4.12. Fasthosts may stop providing the Fasthosts Software or any updates thereto, including but not limited to the Fasthosts Online Software or the Third-Party Software, at any time without notice or any further liability to you.

3.5. Support

3.5.1. Fasthosts, either directly or through a related entity, agent, assignee, or licensee, shall provide Customer Service relating to Your Services over the phone and through its website at <http://www.fasthosts.com>. Fasthosts is not obligated to provide any Customer Service except as specified in this Section 3.5. Any and all requests for additional Customer Service may be refused by Fasthosts with or without reason. Any additional Customer Service which Fasthosts may subsequently agree to provide to you shall be at Fasthosts' sole discretion and once commenced, may be terminated at any time by Fasthosts without notice to you and without any liability to Fasthosts. Notwithstanding the foregoing, Fasthosts at its sole discretion may at any time alter or cease providing the Customer Service which it has agreed to provide to you relating to Your Services pursuant to this Agreement without any liability to Fasthosts.

3.5.2. Fasthosts, either directly or through its agent, assignee, or licensee, shall provide Technical Support relating to Your Services over the phone and through its website www.fasthosts.com. Any and all requests for Technical Support may be refused by Fasthosts with or without reason, in its sole discretion. Any Technical Support which Fasthosts may subsequently agree to provide to you shall be at Fasthosts' sole discretion and once commenced, may be terminated at any time by Fasthosts without notice to you and without any liability to Fasthosts.

3.6. Email

3.6.1. Fasthosts Microsoft Exchange Mailboxes include licensing for Outlook Client Software. The license fee is included with the Fasthosts service fee. Mailbox owners are permitted to install the software once on one PC for each Microsoft Exchange 2003 mailbox. Sharing of a single mailbox is not permitted unless additional licenses are purchased for each user. If you cancel your Fasthosts Exchange Mailbox, you are responsible for uninstalling any Outlook client software that is licensed as part of Your Services.

3.6.2. Each mailbox has a storage quota. This is in place to protect your account and others from potentially large volumes of email sent to a single address that could materially affect the email system server. It is your responsibility as the mailbox owner to ensure that your mailbox and those of your End Users does not reach its allocated level. Fasthosts cannot be responsible for email lost due to full mailboxes. Mailbox size can be checked from the control panel.

3.6.3. It is your responsibility as the mailbox owner to keep your password confidential, and to change your password on a regular basis. Fasthosts is not responsible for any data losses or security issues due to stolen passwords. Fasthosts recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.).

3.6.4. Fasthosts monitors the server as a whole but does not monitor individual mailboxes. The Exchange server uses SMTP, a "store-and-forward" email protocol, to deliver outbound messages. This protocol does not guarantee immediate delivery of email messages.

3.6.5. To guarantee optimal performance on the servers, it is necessary for Fasthosts to perform routine maintenance. Such maintenance often requires taking Fasthosts Exchange servers off-line, typically performed during off-peak hours. Fasthosts will give you advance notice of maintenance requiring the servers to be taken off-line whenever possible.

3.6.6. Fasthosts makes every reasonable effort to ensure mailbox security at all times. We do this through a combination of various network security policies, load balancing and redundant systems. We make every reasonable effort to ensure the integrity of data on our systems. On the rare occasions where there may be a problem with specific mailbox data, it is the mailbox owner's responsibility to notify Fasthosts or, if applicable,

their Reseller, who in turn has the responsibility to notify us. We cannot guarantee to restore data and we accept no liability for the loss of any such data.

3.6.8. Each domain has an initial 100MB capacity allocated for all public folders on that domain. Additional storage space of 100MB blocks can be purchased, which will then be available to all public folders on that domain. In addition to the aggregate account storage capacity, each mailbox and public folder also has its own storage limit. When the storage capacity is reached on an individual mailbox or folder, the Exchange servers shall stop sending or receiving messages. Fasthosts is not responsible for service unavailability or data loss caused by any mailbox or folder exceeding its storage capacity. To prevent such occurrences, you can manage mailbox and public folder storage limits at any time from within the control panel.

3.6.9. The Exchange Server retains ownership of the two top layers of the public folder hierarchy, "Public Folders", and, under that folder, the "All Public Folders". Users of Microsoft Outlook can create as many Public folders as they wish under the existing folders, and these can be of any type allowed by the Exchange server (appointment, contacts, mail, notes, journal, or tasks).

3.6.10. Fasthosts installs anti-virus software on its email servers for all Advanced and Exchange mailboxes. This software is configured to check messages coming into the email server. If a virus is detected, the message is deleted. No notification is sent to either recipient or sender of the message. Messages sent between mailboxes on the Fasthosts platform are not checked.

3.6.11. Fasthosts runs anti-SPAM software on its email servers for all Advanced and Exchange mailboxes. The level of spam protection can be determined from within the control panel.

Fasthosts also runs anti-SPAM software on outbound email from all mailboxes, and reserves the right to mark or delete any messages determined to be SPAM. No notification will be given of any such deletion of outbound messages determined to be SPAM.

3.6.12. All data created or stored by you within Fasthosts' applications and servers are your (or, if applicable, your End-User's) property. Fasthosts shall allow access to such data by only authorized Fasthosts personnel except as otherwise provided in the Privacy Policy. Fasthosts makes no

claim of ownership of any web server content, email content, or any other type of data contained within the account holder's server space or within applications on Fasthosts' servers. Resellers are responsible for backing up their End-User's email before upgrading or removing mailboxes.

3.6.13. If Fasthosts identifies a mailbox or domain that is causing problems, we will either remove the offending mailboxes or change their settings to resolve the issue. In extreme cases, we will disable email or suspend all services to the domain as appropriate.

3.6.14. Fasthosts' policy on maintaining stable data-transfer levels includes a deletion process for email as follows: (i) all mail in IMAP "Trash" folders will be deleted automatically after 7 days. Such mail is checked for nightly; (ii) if a mailbox is not accessed for 60 days, either by POP or IMAP, all mail over 90 days old will be deleted automatically. This process will be repeated nightly until the mailbox is accessed again; (iii) Root mailboxes that are not accessed for 90 days will have their quota reduced to 1MB automatically (with any existing mail over this new quota deleted). If the Root mailbox is accessed again, its quota will be increased back to the original 50MB (Root mailboxes being Standard mailboxes). Note that after 90 days, the Root mailbox will have already undergone a cleanup after 60 days of inactivity. **IT IS THE RESELLER'S RESPONSIBILITY TO ENSURE THAT ALL END-USERS ARE AWARE OF THIS TERM. FASTHOSTS DOES NOT ACCEPT ANY RESPONSIBILITY WHATSOEVER FOR ANY DELETED MAIL.**

3.7 Dedicated Servers

If you sign up for Fasthosts' dedicated server services (the "Server Services"), the following terms and conditions shall apply to your use of the Server Services.

3.7.1. At all times during the term of this Agreement and upon termination of your account, all servers shall remain the property of Fasthosts. Administrative (or "root") access to the dedicated server is limited to you and your authorized agents.

3.7.2. Although administrative (or "root") access to the dedicated server is limited to you and your authorized agents, Fasthosts reserves the right to require, at its discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the Server Services.

Standard fees for such upgrades as set by Fasthosts are applicable to such upgrades.

3.7.3. Unlimited bandwidth

Fasthosts operate an "Acceptable Usage" policy which allows us to maintain a fast and stable platform for all our customers.

The unlimited bandwidth dedicated server offering provides customers with "always on" unlimited bandwidth from our high-speed connection (up to 100 M/bps), but because we have a responsibility to provide bandwidth for all Fasthosts customers, we ask those who partake in this promotion to do so under the terms of our fair use policy.

In instances where we can demonstrate a customer's usage of bandwidth to be excessive over an extended period of time, or where it is impacting on other customers' services, Fasthosts will contact the customer to discuss possible routes to modifying usage so that dedicated server accounts don't adversely affect the stability of the Fasthosts platform.

In cases where an account is frequently impacting the Fasthosts service (or that of other customers) a data transfer limit may be imposed, or a reduction in bandwidth speed may be applied at our discretion.

In extreme circumstances, Fasthosts reserves the right to suspend or terminate dedicated server accounts that fail to comply with the acceptable usage policy.

3.7.4. All dedicated servers must use software configurations that conform with Fasthosts' requirements. Use of any particular software configuration may be declined at the sole discretion of Fasthosts. You have no right or expectation to receive a hardware or software configuration on your server that is more capable than that which was initially ordered from Fasthosts, nor can you expect to receive support from Fasthosts with respect to the correction of errors caused by mistakes, faulty settings, and installation errors caused by you. You represent and warrant that you have or have access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the dedicated server. Except with respect to the use or configuration of Plesk or the dedicated server hardware, Fasthosts does not provide phone or e-mail support or other technical assistance for the administration of the dedicated server or otherwise related to the Server Services.

3.7.5. You understand that by placing information on a dedicated server, depending on the configuration of the server, such information may be accessible to all Internet users. Fasthosts does not limit or restrict access to such information, nor protect any such information from copyright infringement or other wrongful activity. You assume full responsibility and risk for the use, operation, and configuration of the dedicated server.

3.7.6. You agree not to maliciously or intentionally interfere with the proper operation of the dedicated server or network, including but not limited to defeating identification procedures, obtaining access beyond that for which you are authorized, and impairing the availability, reliability, or quality of service for other customers. 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 follow the applicable acceptable use policy of any network or service to which you connect and the obligations, warranties, and limitations on conduct set forth in this Agreement. You further agree to adhere to all current and future system policies of Fasthosts, as such may from time to time be published online or otherwise made known to you by Fasthosts, including without limitation restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of the services provided by Fasthosts.

3.7.7. Except with respect to issues concerning the physical security of Fasthosts' data center facilities, you agree that the security of the dedicated server and all Server Services is solely your responsibility. It is your responsibility to maintain and update security software on the dedicated server. UNDER NO CIRCUMSTANCE WILL FASTHOSTS BE HELD LIABLE FOR SECURITY BREACHES AND DAMAGE CAUSED BY YOUR FAILURE TO MAINTAIN OR UPDATE THE SECURITY SOFTWARE OR TO MAINTAIN ADEQUATE SECURITY PROTOCOLS IN THE ADMINISTRATION OF THE DEDICATED SERVER, AND YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD FASTHOSTS HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT RELATING TO SUCH FAILURES. You further agree that if the security of your dedicated server has been compromised in any way, you will notify Fasthosts immediately in writing. You shall be held fully responsible for any misuse or compromise of your server. To secure dedicated servers from misuse, you are encouraged to utilize packet filtering technology. You agree and understand that if any security violations are believed to have occurred in association with your dedicated server, Fasthosts has the right to suspend your access to the dedicated server pending an investigation

and resolution. You also agree that Fasthosts has the right to cooperate in any government or legal investigation regarding any aspect of its Services, including any dedicated servers used by you.

3.7.8 Fasthosts' dedicated servers are offered with a 100% network availability guarantee. Should Fasthosts not meet this service level agreement you will receive 1 day's credit per server affected for every hour of downtime suffered by you. This service level agreement excludes hardware failures, outages due to mis-configuration or exploitation, and scheduled maintenance periods.

4. RESELLER TERMS, CONDITIONS, AND WARRANTIES

This Section 4 shall apply to you if you have signed up to be an authorized reseller and have received a confirmation e-mail from Fasthosts notifying you that you have been accepted as a Reseller. This Section 4 shall not apply to you if you are not a Reseller.

4.1. Upon your receipt of an email confirming such appointment, Fasthosts appoints you on a non-exclusive basis to act as a reseller for the Fasthosts Services and you accept such appointment.

4.2. As a Reseller, you shall be responsible for paying any and all charges for the Fasthosts Services, including any and all fees related to the registration or transfer of your or an End-User's domain name to Fasthosts. You shall further be responsible for paying directly, charging and collecting from End-Users and submitting all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, however designated, imposed on or based upon the provision, sale or use of the Fasthosts Services (excluding taxes on Fasthosts' taxable income).

4.3. Fasthosts acknowledges and agrees that the End-Users shall purchase the services under contracts with you and that Fasthosts shall not have any contractual interest or obligations in such End-User relationships.

4.4. As a Reseller, you hereby undertake with Fasthosts that throughout the course of this Agreement you will:

4.4.1. use your best efforts at your own expense to promote and extend sales of the Fasthosts Services;

4.4.2. ensure that your relevant employees and representatives are adequately trained and have sufficient expertise to be able to demonstrate and support the Fasthosts Services;

4.4.3. sell the Fasthosts Services in compliance with all Laws, including, without limitation, U.S. export laws; and

4.4.4. ensure that you and your End-Users abide by the terms and conditions of this Agreement, including but not limited to Section 5 and, in the case of domain registrations, Section 3.3, as well as all applicable policies including, without limitation, the Subpoena, Intellectual Property, and Privacy Policies, which are incorporated herein by reference;

4.4.5. require all End-Users to agree to terms and conditions that are at least as protective of Fasthosts as the terms set forth in this Agreement, including without limitation Sections 5, 8, 9, and, in the case of domain name registrations, 3.3. You may add additional terms that your customers must agree to, as long as such additional terms do not conflict with any of the terms herein. You shall maintain records of such End-User agreements for the duration of your engagement as a Reseller and for three years thereafter.

4.4.6. ensure that the WHOIS record for any domain names registered through Fasthosts is properly updated to include the correct registrant information (according to whether the domain registration is for the End-User's use or for your own use) and administrative, billing, and technical contact information.

4.5. You are responsible for the acts and omissions of your End-Users and agents. Fasthosts reserves the right to immediately and without notice suspend or terminate your account and all of your rights as a Reseller if Fasthosts determines, at its sole discretion, that you, your agents or any of your End-Users are in violation of provisions of this Agreement, including without limitation Section 5. You acknowledge, understand, and accept that this would impact all of your End-Users, and that Fasthosts shall have no liability for any such interruption of Your Services or the Fasthosts Services.

4.6. You may brand the services by using your own name and logo. You may not use the trademarks and logos of Fasthosts or its affiliates, nor those of Fasthosts' third-party providers of goods and services associated with the Fasthosts Services. Further, you may not use the ICANN Accredited logo on your marketing materials or web site, and you may not

do anything to represent that you are an ICANN approved registrar. Notwithstanding the foregoing, you may use the phrase "an authorized Fasthosts reseller" in connection with reselling the Fasthosts Services.

4.7. You shall be solely responsible for all expenses of, and incidental to, the marketing of the Fasthosts Services to End-Users, invoicing and collecting from your End-Users, as well as any billing, customer or technical support. Fasthosts is not responsible for providing technical support to your agents, End-Users, or anyone other than you.

4.8. You hereby acknowledge and agree that you shall not extend to End-Users warranties or guarantees (i) in the name of Fasthosts, related entities, or any third party provider or (ii) in excess of those warranties as set forth in this Agreement.

4.9. You agree to retain any and all records pertaining to the sale and support of the Fasthosts Services, including but not limited to the End-User terms and conditions, and agree to provide copies of such records or permit representatives of Fasthosts upon reasonable notice and during normal business hours to enter your premises in order to confirm your compliance with the terms hereof.

4.10. Fasthosts acknowledges and agrees that you own and retain all rights in relation to any and all information relating to End-Users (collectively the "End-User Information"), except:

4.10.1. for disclosure of End-User Information in WHOIS databases as a result of the registration of domain names as required or permitted by Internet Corporation for Assigned Names and Numbers (ICANN) and applicable laws and/or policies. You grant to Fasthosts a non-exclusive, royalty free license to use the End-User Information for purposes of Fasthosts carrying out its obligations under this Agreement;

4.10.2. in the event of Termination of this Agreement pursuant to Sections 13.3 or 13.5, in which case Fasthosts shall have the right to use End-User Information to contact the End-User directly for the purposes of contracting directly with such End-Users for the provision of webhosting services.

4.10.3. you agree and understand that Fasthosts has the right to use and store End-User data as Fasthosts deems necessary to provide Your Services and comply with applicable law.

4.11. Neither you nor any affiliate, agent, or other entity/company that you or your subsidiaries or shareholders, employees, directors, officers, agents, contractors of you and your subsidiaries have invested in or have any form of interest or control in shall, directly or indirectly, knowingly or unknowingly, make or seek to make any offer of employment to an employee of Fasthosts during the term of this Agreement and for a period of twelve (12) months following termination of same.

5. YOUR OBLIGATIONS AND WARRANTIES.

5.1. You agree that Fasthosts may, without prior notice to you and at Fasthosts' sole and exclusive discretion, Suspend or terminate your account, delete Your Data from the Fasthosts Equipment, or redirect your domain name, without any liability of any kind to Fasthosts from either you or any third party, including but not limited to your End Users, in the event that Fasthosts is informed or, at Fasthosts' sole and exclusive judgment, Fasthosts concludes that Your Data or your use of the Fasthosts Services violates any of the terms of this Section 5. Failure by you or any End User to comply with the terms of this Section 5 may result in temporary or permanent service interruption for which Fasthosts assumes no liability to either you or any End User.

5.2. You agree and warrant that your use of the Fasthosts Services, and Your Data will be in compliance with all Laws and contemporary community standards, and that:

5.2.1. the contact information you have provided to Fasthosts, which includes your full name (both business, if applicable, and personal), e-mail address, mailing address, telephone number and facsimile number, and the name (both business, if applicable, and personal), e-mail address, mailing address, telephone number and facsimile number of the technical, billing and administrative contacts for your domain, if any, is complete and accurate, and that you will notify Fasthosts within fifteen (15) days of a change to any such contact information;

5.2.2. all sales and distributions, by any and all means, of any type(s) of products or services, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the Fasthosts Services, shall at all times comply with all applicable Laws and shall be used only for lawful purposes;

5.2.3. all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your

use of the Fasthosts Services and that no taxing authorities shall have any claim against Fasthosts or any persons affiliated therewith for the payment of such taxes, and you will indemnify Fasthosts with respect to all such taxes;

5.2.4. you are not a national or resident of any country subject to U.S. Treasury Department embargo restrictions, or a country whose name is otherwise omitted from the registration form for Fasthosts Services. You further represent that you are not listed in the "Entity List" or "Denied Persons List" maintained by the US Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the US Department of Treasury;

5.2.5. you will comply with United States and other applicable export control laws and you will not upload to the Your Web Space or use the Fasthosts Services to transfer or permit the transfer of any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization;

5.2.6. you are a resident of the United States or Canada;

5.2.7. you will use the Fasthosts Services solely for business, entertainment and/or educational purposes;

5.2.8. you will endeavour on a best efforts basis to install and maintain appropriate and effective screening devices and/or procedures on Your Web Sites to avoid access to, or communication of, any harmful matter or indecent communications, by/ to minors;

5.2.9. you will not collect the personally identifiable data of any person without that person's consent, records of which consent shall be maintained throughout the term of this Agreement and for three (3) years afterward, and pursuant to a posted privacy policy disclosing any and all uses of such data and in compliance with applicable Laws;

5.2.10. Your Data and any and all material(s) of every kind which you transmit using the Fasthosts Services or Fasthosts' Equipment shall at all times be free from any and all damaging software defects, including, but not limited to, software "viruses", "worms", "Trojan Horses," and other source code anomalies, which may cause software or hardware disruption or failure, reduced computer operating speed, or compromise any security system;

5.2.11. you will not attempt to access Fasthosts' Equipment or Fasthosts' website or another customer's website without authorization, or use the Fasthosts Services to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service;

5.2.12. you will not use Your Web Space or Your Services in any way which may result in an excessive load on the Fasthosts Equipment or which would in any way impair the functioning or operation of Fasthosts' Equipment or Fasthosts' network;

5.2.13. you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce and disseminate Your Data or Content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the Fasthosts Services or Fasthosts' Equipment, prior to and at all times during the time such materials are promoted, advertised, disseminated; and

5.2.14. you are over eighteen years of age (or such other age of majority in places where eighteen years is not the age of majority) and are fully competent to enter into this Agreement;

5.2.15. you will endeavour, on a best efforts basis, to ensure that Your Web Sites are securely protected from sql injection, or any other code injection, in accordance with industry best practice;

5.2.16. you acknowledge that the Fasthosts network used to provide the Your Services to you is not PCI Compliant and therefore not intended for use in storing, transmitting or processing credit or debit card information. All such activity that is subject to the provisions of Payment Card Industry (PCI) Data Security Standard Version 1.1 should be conducted outside of the Fasthosts network.

5.2.17 You agree and understand that Fasthosts has the right (but not the obligation) to modify End User's WHOIS records as it deems necessary, in its sole discretion, to ensure that ownership of domain names is properly attributed to your End Users in the event you are unavailable or unresponsive to End User requests or to otherwise comply with the law, a court order, or a UDRP decision.

5.3. You will not use the Fasthosts Services to store, transmit, link to, or otherwise make available Content which, in Fasthosts sole discretion, is deemed to be:

5.3.1. infringing of the copyright or trademark of any party, or which otherwise gives rise to any other claim or violation of intellectual property rights of any kind;

5.3.2. child pornography or other content which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or which could otherwise result from or cause harm to minors;

5.3.3. pornography, or depictions of bestiality, rape, sexual assault, violence, or torture;

5.3.4. harmful, violent, threatening, abusive, or hateful;

5.3.5. libelous, slanderous, defamatory, or which will violate or infringe upon or will otherwise give rise to any adverse claim with respect to any right of any person or other entity, including, without limitation, privacy rights and all other personal and proprietary rights;

5.3.6. any type of unsolicited mass mailing, posting, or other activity commonly referred to as "spamming," including but not limited to news group or Usenet postings, internet relay chat posting, "phishing," or "mail bombing;"

5.3.7. other content deemed objectionable by Fasthosts, in its sole discretion

5.4. You agree not to use your IMAP email accounts for the storage of files other than in the course of normal e-mail usage.

5.5. You shall not operate a chat room using the Fasthosts Services unless expressly permitted by the terms and conditions of Your Services. You agree that you, and not Fasthosts, shall be responsible for any content added to Your Web Sites by third parties through the use of blogs, bulletin boards, and other public forums you host on Your Web Sites. You agree to regularly monitor such third party content and promptly remove any content that violates any Laws or any of the terms of this Agreement, including, without limitation, Section 5. Fasthosts reserves the right to

suspend and/or terminate this Agreement for violation of any of the terms and conditions herein by a third party posting content on Your Web Sites.

5.6. You agree to provide Fasthosts notice of any changes in the primary or secondary DNS address of your name servers, to the extent you have installed and are operating those name servers or to the extent your domain name is held by another registrar and points to a website hosted by Fasthosts.

5.7. Fasthosts reserves the right to block mail from any source which Fasthosts believes, in its sole discretion, is being used to send or facilitate such unsolicited e-mail, including but not limited to open mail relays.

6. NO AGREEMENT TO DISSEMINATE MATERIALS INCONSISTENT WITH YOUR WARRANTIES.

Receipt by Fasthosts of data for storage in Your Web Space and/or transmission via Fasthosts' Equipment which are inconsistent with your warranties set forth in Section 5 herein shall not constitute an agreement by Fasthosts to allow the Fasthosts Services or Fasthosts' Equipment to be used to disseminate such information or data in whole or in part, by any means, or if once disseminated via the use of the Fasthosts Services or Fasthosts' Equipment, to continue to disseminate such data.

7. NO EDITORIAL CONTROL BY FASTHOSTS.

In reliance on your express warranties regarding Your Data, Fasthosts shall neither have nor exert any editorial or other subjective control over the substantive content of Your Data. Fasthosts does not engage in any monitoring of Your Data, and exercises no control over information which is found on the internet, except for its own web site. Fasthosts cannot be held responsible for the accuracy, correctness, or legality of such information. You are solely responsible for the content of Your Web Sites and for verifying the accuracy and suitability of information and services you obtain from third parties via the Internet.

8. NO WARRANTIES BY FASTHOSTS.

8.1. THE FASTHOSTS SERVICES AND FASTHOSTS SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE FASTHOSTS SERVICES IS AT YOUR SOLE RISK. FASTHOSTS DOES NOT WARRANT THAT THE FASTHOSTS

SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES FASTHOSTS MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE FASTHOSTS SERVICES. NO WARRANTY IS MADE BY FASTHOSTS REGARDING ANY INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND FASTHOSTS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEBSITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FASTHOSTS DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE THROUGH THE FASTHOSTS SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

8.2. You confirm that you if you have decided to enter the Internet and/or web hosting business you have done so unilaterally and you understand that these are high risk businesses. You further confirm, understand, acknowledge and expressly agree that neither Fasthosts, any agent or representative of Fasthosts, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind regarding: (i) the potential profitability, marketability, or likelihood of success of your endeavors through the use or reselling of the Fasthosts Services as set forth herein or otherwise; (ii) the possibility or likelihood that your acting as a customer or Reseller of the Fasthosts Services pursuant to this Agreement can or will result in the recoupment of any funds expended by you for any purpose; or (iii) the existence, nonexistence, size or any other characteristics of any market for any products or services which involve your use, in any manner, of the Fasthosts Services pursuant to this Agreement.

8.3. You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, including

without limitation resale, of the Fasthosts Services pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of its advertising and promotion, your administrative capabilities, etc., and that the ultimate success or failure of your business rests with you and not Fasthosts. You further expressly agree not to raise any claim of any kind against Fasthosts and to hold Fasthosts harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to be a Fasthosts customer or to be a Fasthosts Reseller.

9. FASTHOSTS' LIMITED LIABILITY.

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE FASTHOSTS SERVICES AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL FASTHOSTS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR OR, IF APPLICABLE, YOUR END USER'S USE OF OR OTHERWISE RELATING TO THE FASTHOSTS SERVICES. SOME COUNTRIES, STATES, AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH COUNTRIES, STATES, AND JURISDICTIONS, FASTHOSTS'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, FASTHOSTS DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE FASTHOSTS SERVICES, AND FASTHOSTS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE FASTHOSTS FROM ANY AND ALL OBLIGATIONS, LIABILITY, AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF FASTHOSTS TO YOU OR, IF APPLICABLE, TO YOUR END USERS FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO FASTHOSTS IN THE SIX (6) MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$1,500.

10. YOUR INDEMNIFICATION OF FASTHOSTS.

You agree that you shall fully defend and indemnify Fasthosts, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you, your End-Users (as may be applicable if you are a Reseller), or your agent(s) to fully comply with all duties, obligations, and other provisions set forth in this Agreement or any other agreement between you and Fasthosts, including, but not limited to, the warranties set forth in Section 5 or the violation of a third party's intellectual property rights. You further agree to defend, indemnify, and hold harmless Fasthosts, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you, your End-Users or your agents in connection with the performance of this Agreement. You agree that Fasthosts shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

11. PRIVACY.

11.1. Fasthosts will not share or disclose any personal information about you or your account, without your prior consent unless Fasthosts deems it necessary, in its sole discretion, except as outlined in the Fasthosts Privacy Policy.

11.2. You acknowledge, consent and agree that Fasthosts may access, preserve, and disclose your account information and any data associated with your use of the Fasthosts Services consistent with the Fasthosts Privacy Policy.

11.3. NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, FASTHOSTS RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE

USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS.

12. CONFIDENTIALITY, TRADEMARK, AND COPYRIGHT

12.1. During the course of this Agreement you may gain access to certain confidential, proprietary, and trade secret business or technical information belonging to Fasthosts in connection with Fasthosts' performance of the Fasthosts Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Fasthosts, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information. Fasthosts retains all right, title, and interest in and to such Confidential Information.

12.2. Fasthosts™ is a service mark of Fasthosts Internet Inc., all rights reserved. The trademarks, logos, and service marks displayed on this Web Site (collectively, the "Marks") belong to Fasthosts and/or its affiliates or third parties which have licensed those rights to Fasthosts ("Partners"); Fasthosts and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any of the Marks without their owner's prior written consent must be in strict compliance with Fasthosts' Trademark Usage Policy, which can be found in Fasthosts's IP Policy. All other trademarks, product names, and company names and logos appearing on Fasthosts' Web Site are the property of their respective owners.

12.3. Unless expressly stated otherwise on Fasthosts' website, you should assume that all content, images, and materials appearing on Fasthosts' website (collectively the "Fasthosts Content") are the sole property of Fasthosts. Both U.S. and international copyright laws and treaties protect such Fasthosts Content. You may not use, reproduce, display, or sell any Fasthosts Content without Fasthosts's prior written consent. You may not link to any page within Fasthosts' website or frame any portion of the site without Fasthosts' prior written consent.

13. TERM AND TERMINATION.

13.1. Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided herein or under the terms of special offers detailed on www.fasthosts.com, this Agreement shall be for an initial term of one month if you have chosen the monthly account billing option, and for an initial term of one year if you have chosen the annual account billing option. The term of all monthly billed accounts shall be automatically renewed each month for additional one month periods. The term of all annually billed accounts shall be automatically renewed each year for additional one year periods. Fasthosts may accept prepayment for additional services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement.

13.2. Notwithstanding the provisions of Paragraph 13.1. to the contrary, Fasthosts offers certain hosting packages and additional services for which the initial term may be in excess of one month regardless of the account billing option you have selected. Any and all fees for such packages or services are due and payable in advance for the entire initial term of the package thereof, and should you terminate, attempt to terminate, or otherwise default on this Agreement prior to the end of any package or service initial term, the package or service fee will be non-refundable (unless this Agreement is terminated by Fasthosts without cause pursuant to Section 13.3. or as otherwise agreed to in writing by Fasthosts at its sole discretion). Such package or service terms shall renew in the same way as the regular account terms, pursuant to the provisions of clause 13.1.

13.3. You or Fasthosts may terminate this Agreement at any time for any reason, with or without cause, upon thirty days' written notice for monthly billed accounts, and with thirty days' advance notice prior to the annual renewal date for annually billed accounts. Any and all outstanding fees due must be immediately paid upon termination. Fasthosts may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Sites immediately and without notice:

13.3.1. if Fasthosts, in its sole discretion, deems that you or your End User has breached any part of this Agreement, including, without limitation, any warranty or obligation set forth in Section 5;

13.3.2. if your Payment Account provider refuses payment of fees or charges or you refuse authorization for same;

13.3.3. if payment for the Fasthosts Services is more than fifteen (15) days overdue; or

13.3.4. if you are convicted of a felony or other serious offense related to financial activities, or are judged by a court to have committed fraud or breach of fiduciary duty.

13.4. Either party may terminate this Agreement immediately by written notice to the other party in the event of the dissolution or liquidation of the other party, the insolvency or bankruptcy of the other party, the institution of any proceeding by or against the other party under the provisions of any insolvency or bankruptcy law; the appointment of a receiver of any of the assets or property of the other party, or the issuance of an order for an execution on a material portion of the property of the other party pursuant to a judgment.

13.5. You further agree that in the event that Fasthosts believes, in its sole discretion, that you or your End User has breached any provision(s) of Section 5 of this Agreement, or any of its subparts, by storing or allowing material such as that described in the aforementioned Section 5, or any of its subparagraphs, to be transmitted by Fasthosts' Equipment, that Fasthosts may without any liability to you or your End Users, and in addition to any other remedies, erase or purge such materials from Fasthosts' Equipment without prior notice to you.

13.6. After termination, neither you nor your End Users will have access to your account or Your Data (or your End Users' data), including but not limited to e-mails, log files, databases, or other data files associated with your account and any and all such data may be deleted. Fasthosts accepts no liability for such deleted information or content. All servers shall remain the property of Fasthosts upon termination and are not subject to customer demands.

14. DISPUTE RESOLUTION, AND WAIVER OF JURY TRIAL.

14.1. ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINED BY A COURT OF COMPETENT JURISDICTION IN EITHER THE COURT OF COMMON PLEAS OF PHILADELPHIA, PENNSYLVANIA OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA. Any judgment issued by any such court shall be subject to entry as a judgment by any court of competent jurisdiction in the United States. You consent to the exclusive personal jurisdiction and venue in such courts and you waive any challenge to the exclusive personal jurisdiction or venue in such courts. You further agree that Fasthosts shall

be entitled to collect its attorneys' fees, costs and other expenses in the event that Fasthosts acts to enforce this dispute resolution clause, regardless of whether Fasthosts prevails in the underlying action.

14.2. Notwithstanding the provisions of Section 14.1, if you fail to pay amounts due Fasthosts may assign your account for collection and the collections agency may pursue such claims any court of competent jurisdiction in the United States of America limited strictly to the collection of the past due debt and any interest or cost of collection permitted by Law or this Agreement.

14.3. Either party may seek and obtain any injunctive relief or attachment and expedited discovery or other equitable relief to enforce the terms of this Agreement or to remedy a breach thereof in either the United States District Court for the Eastern District of Pennsylvania or the Common Pleas Court of Philadelphia County Pennsylvania.

14.4. In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND FASTHOSTS THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start.

14.5. Neither you nor Fasthosts may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND FASTHOSTS ACKNOWLEDGE THAT THIS SECTION 14.5 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION

15. GENERAL PROVISIONS.

15.1. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Fasthosts or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Fasthosts and you hereby acknowledge and agree that neither Fasthosts nor you have executed this Agreement in reliance upon any such representation or promise.

15.2. Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between Fasthosts and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between Fasthosts and you. Fasthosts shall have no control or ownership interests of any kind in your business. Fasthosts shall have no direct financial or other interest in, nor in any way "own" any online "store" or other online venture pertaining to your use of the Fasthosts Services or Fasthosts' Equipment. Fasthosts' relationship to you shall be restricted to matters pertaining to the provision of the Fasthosts Services as set forth in this Agreement.

15.3. No person or entity other than you or Fasthosts is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by the parties hereto or their respective permitted successors and assigns hereunder.

15.4. In the event of a "force majeure" (as defined below), Fasthosts may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Fasthosts' reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Fasthosts cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Fasthosts Services are located or maintained or through which the Fasthosts Services are provided, and nonavailability of any permits, licenses and/or authorizations required by governmental authority.

15.5. This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Fasthosts' prior written consent. In particular, you may not sell accounts or sub-accounts to third parties except as otherwise permitted pursuant to an appointment by Fasthosts pursuant to Section 5. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Fasthosts may assign or license any or all

of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

15.6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

15.7. Failure of Fasthosts at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Fasthosts.

15.8. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles.

15.9. Except to the extent specifically provided otherwise in this Agreement, all remedies provided for hereunder, including, without limitation, the right to terminate this Agreement and all of the remedies provided by law (and not excluded pursuant to Article 9 hereof), shall be deemed cumulative and non exclusive.

15.10. 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 the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

16. NOTICES

16.1. Fasthosts may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Fasthosts. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement and/or relevant laws. Notwithstanding the foregoing, Fasthosts may provide notice of modifications to this Agreement or the Fasthosts Services by posting same on the Fasthosts website pursuant to Section 17.

16.2. You may provide notice to Fasthosts in writing at the address first given above and such notice shall be deemed given when delivered (i) personally or (ii) by overnight mail or conventional mail (registered or certified, postage prepaid with return receipt requested).

16.3. Such notice, statement, or other document so delivered to Fasthosts, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given on the date of delivery or on the first date of receipt.

17. MODIFICATION.

17.1. This Agreement may be materially altered by Fasthosts by posting the new version of the Agreement at www.fasthosts.com and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Fasthosts does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement in accordance with clause 13.3. Notwithstanding the foregoing, Fasthosts will make commercially reasonable efforts to provide you with advance notice of any such modifications via e-mail. Failure to provide you with notice of modifications shall not be considered a breach of this Agreement, nor shall it render the modifications ineffective.

17.2. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Fasthosts. No additional or conflicting term in any other document used by you will have any legal effect.

Copyright © 2009 Fasthosts Internet, Inc. All Rights Reserved. Last updated: Tuesday, June 23, 2009