



TERMS AND CONDITIONS

You should be aware that by signing up for an account with iSite Web Services and its partner, DuoServers, you agree to position data on our servers, thus making it accessible to the wide public. In this sense, you accept that it is beyond the power of iSite or DuoServers to restrict such access and guarantee the security of your files. You are completely in charge of protecting your data on DuoServers servers, which suggests that you would better consider carefully any piece of information before uploading it to your newly allocated DuoServers server space. It is recommendable to avoid publishing personal data that could be abused online.

The order form completion represents the electronic signing of this document.

ENTIRE AGREEMENT; SEVERABILITY OF AGREEMENT

DuoServers shall provide its Services to You (the Customer) under the Terms and conditions of this DuoServers Customer Agreement. The Agreement is intended to keep the integrity of both DuoServers and the Customer and to protect both parties from liability. This Service Agreement will be enforced to ensure the speed, power, performance, and reliability of our services.

Along with the Order Form and any other documents or agreements explicitly specified in this Agreement, the Customer Agreement constitutes the whole act of convention between DuoServers and the Customer, thus being the most significant document of the newly-established relationship. In case that a court of competent jurisdiction considers that any of the Agreement's provisions is invalid, unenforceable, or void, the remaining ones will completely reserve their validity.

Customer's side of the Agreement could be presented by the following parties: an individual with personal demands, being over 18 years of age; a legal entity such as a corporation, a limited liability company etc. that is consistent with state's law system. If a person represents the Customer for some reason, he/she should be legally authorized to act in his/her name, thus accepting, executing and delivering the Agreement.

You understand and agree that the Service is provided "AS IS" and that DuoServers assumes no responsibility for the timeliness, deletion, failure to deliver or store any Customer communication or personalization settings.

DuoServers HOSTING SERVICES

- **BANDWIDTH** - Each hosting plan include prepaid bandwidth. Additional bandwidth is available. Contact sales department for more information. This bandwidth must be prepaid before using or otherwise the account will be suspended due overbandwidth usage.
- **DOMAINS HOSTED** - DuoServers hosting plans include domain hosting. Each hosting plan has a limit of the domains hosted.
- **DOMAIN REGISTRATION** - available at discounted price only with purchasing web hosting account(s). Each web hosting account can use a maximum of one discounted domain name. Domain registrations are final and can not be refunded.
- **DISK SPACE** - Additional disk space is available. Payment is accepted only in advance per year. Contact sales for more information.
- **IP ADDRESS** - DuoServers hosting accounts do not include IP address. For many customers IP address is important for starting SSL hosts and that's why we allow purchasing IP addresses. Payment is accepted only in advance per year. Contact sales for more information.
- **MYSQL DATABASE(S)** - is/are included in all hosting plans. Additional MySQL databases are available. Contact sales for more information.
- **MYSQL DATABASE STORAGE** - 30 MBs are included in the Business hosting plan and 45 MBs are included in the Corporate hosting plan. Additional MySQL database storage is available. Contact sales for pricing.
- **SSH** - not included in hosting plans, but it is available. Contact sales for more information..

BACKGROUND OPERATIONS/PROGRAMS ON SERVERS

These programs, named cron jobs, can be continually run by DuoServers in the background. Their provision suggests additional fee in accordance with system resources used and operational maintenance involved, if needed. Generally, DuoServers avoids placing complementary charges upon customers, providing the CronTab service that is integrated in the hosting Control Panel. Optional DuoServers Services. These services, including but not limited to: Site Studio, Mailing Lists and other services offered are provided **WITHOUT WARRANTY and WITH NO GUARANTEE OF RESULTS**. DuoServers **ADDITIONAL SERVICES OR FEATURES AND VALUE-ADDED SERVICES OR FEATURES ARE OFFERED ON "AS IS" AND "AS AVAILABLE" BASIS**. DuoServers **REJECTS ANY IMPLIED WARRANTIES**. **ANY OF DuoServers'S EMPLOYEES, MANAGEMENT OR AFFILIATES MAY NOT BE HELD RESPONSIBLE OR THUS LIABLE FOR ANY POSSIBLE DAMAGES PROVOKING USE OR MISUSE OF ANY INFORMATION, CONTENT OR SERVICES PROVIDED BY DuoServers , INCLUDING DIRECT OR INDIRECT, PUNITIVE, AND INCIDENTAL DAMAGES RESULTING FROM ANY FAILURE TO PROVIDE SERVICES, SUSPENSION OR TERMINATION OF SERVICES.**

SERVICE GUARANTEES

DuoServers will guarantee 99.9% DuoServers network uptime and 99.9% network stability uptime. DuoServers will pro-rate credits (up to 3 additional domains or up to 5 GB bandwidth per month) for uptime below 99.9% upon request. This, however, does not refer to problems stemming from:

- Server Hardware Breakdown

- User error(s) or purposeful interruption(s) of the user service (e.g. if the client shuts his/her own server down, DuoServers is not responsible for the downtime)
- Failures due to software that is not explicitly supported by DuoServers. Consequently, if a hardware crash provoked by the customer happens, DuoServers is beyond the control and responsibility for the resulting downtime.

SERVER USAGE & HOSTED CONTENT

1. Server content MUST comply with the parameters stated in this TOS. Web content requirements exclude the publication of illegal content or content considered inappropriate otherwise. Customers should get in touch with a DuoServers Service representative regarding any inquiries over the matter.
2. If any of DuoServers Services are used for the illegal purpose of SPAM or UCE, then they will be instantaneously terminated.
3. Unauthorized Access. DuoServers expressly bans the use of any DuoServers hardware or software hosted on a DuoServers server for trying to illegally access another hosted machine or network.
4. Using DuoServers temporary URL - supremeserver.com is not defined as a bandwidth stealing. However, customers are advised to use it temporarily and DuoServers does not bear the responsibility, if we change it afterwards - traffic processing there is not recommendable. It is not recommendable to use DuoServers temporary URL- supremeserver.com as a basic URL. Users are advised to redirect their traffic to their own domains.

Each customer will be able to take advantage of the package he/she has purchased at the introductory price levels and with one and the same set of features in the course of the whole contract period. DuoServers reserves the right to introduce certain changes to the packages (in the shape of complementary services) to the benefit of customers.

MONEY BACK GUARANTEE

DuoServers offers a 30-day money back guarantee. If you are not satisfied with our hosting service, you can email billing@DuoServers.com and receive a full refund for your hosting plan within 30 days after you purchased the account. However, all domain registrations are final, do not include any money back guarantee and will be subject to a \$9.95 per year per domain registration fee. You will be required to make a deposit of \$9.95 for the domain fee before receiving the refund for the hosting account.

PAYMENT, CHARGEBACKS AND RETURNED CHECKS

1. DuoServers contracts with VISA / MASTER CARD International, American Express Bank and Discover Financial Services for chargeback procedures, thus avoiding its merchant accounts involvement. When signing up for a web hosting service with DuoServers, customers agree to AUP (this document) and the specified Terms & Conditions in this document. Thus, DuoServers will utilize this document as an evidence for the customer's agreement in cases of a chargeback inquiry on behalf of the customer based on points that the client tries to refute after he accepted them at the time of the order.

If, however, customer presents a valid motive for the refund required, having observed the aforespecified requirements, then DuoServers will process the money back procedures without hesitation. Any refund actions will immediately lead to web hosting account suspension and the customer's credit card will be charged back with the respective sum under the same payment order / authorization number.

2. DuoServers will charge customers with fees based on the fee structure at the time of the sign-up process. DuoServers reserves the right to introduce changes to the packages when needed regarding price and set of features. This means that the current price list at www.DuoServers.com may differ from the pricing and features of the customer's account.
3. When signing up for an account with DuoServers, the customer agrees to pay for the period of one year (365 days). DuoServers grants customers with 48 hours over the official payment period. In case that the payment has not been received, the account will be suspended.

Chargebacks are not considered as a way of refunding. Any customer who provides a credit card chargeback in response to a bill or order placed at DuoServers will be subject to collections and legal action. He/she will be charged \$29.00, because when signing up with DuoServers, customers accept these terms and conditions, thus agreeing to observe them strictly.

WARRANTIES AND REPRESENTATIONS

DuoServers provides hosting services on an "as is" and "as available" basis without warranties or representations for its offering. The company bears no responsibility for connection problems, in cases when customers' hosting with DuoServers confronts with service interruption issues.

FREE DOMAIN NAME PROMOTION

DuoServers has a promotion and gives FREE domain names only to new customers of web hosting accounts. However, when the money back guarantee option is used the domain names must be paid - \$9.95 per year per domain name. Domain name owners will receive an account username and password to manage their domain names and they will be able to transfer the domain name(s) at will.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the DuoServers Services, you will not use the DuoServers Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not attempt to gain unauthorized access to any DuoServers Services, other accounts, computer systems or networks connected to any DuoServers Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the DuoServers Services.

DuoServers reserves the right at all times to disclose any information as DuoServers deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of DuoServers.

DuoServers is within the capacity to refuse service to unlawful parties. DuoServers servers can be used explicitly for legal purposes only and each attempt for taking indecent advantage of the servers inconsistent with the rules will be immediately rejected. In this light, DuoServers expressly forbids any breach of Federal, State or Local regulation, including, but is not limited to the transmission of: copyrighted material, material legally judged to be threatening or obscene and material protected by trade secrets.

DuoServers management will thoroughly scrutinize any of the received orders and decide to their own discretion which of them do not comply with the officially stated requirements for use of the company's servers. DuoServers servers CANNOT be used for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, adult OR pornographic material, or any other material which is considered impermissible by the company including, but not limited to - pornography, adult materials, satanic materials, and any other materials of an adult nature.

THIRD PARTY

Any dealings with third parties (including advertisers) included within the DuoServers Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. DuoServers shall not be responsible or liable for any part of any such dealings or promotions.

TERMINATION

You agree that DuoServers, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service if you violate these terms.

SERVICE DENIAL

DuoServers reserves the right to reject its service and terminate this agreement for a certain period of time or indefinitely upon customers' failure to pay. The customer then is considered a debtor to DuoServers and liable for reasonable interest and collection fees.

YOUR RESPONSIBILITIES

You are solely responsible for the content of your messages. Using the DuoServers Service in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise) is prohibited.

In consideration of your use of the Service, you agree to:

1. Provide true, accurate, current and complete information about yourself as prompted by the registration form of the Service.
2. Maintain and promptly inform us to update Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or

DuoServers has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, DuoServers has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

3. When signing up for an account with DuoServers, each customer agrees to submit correct and up-to-date contact details, meaning that when introducing any changes to this information, he/she is obliged to notify DuoServers in the course of a 10-business-day period after the changes become valid. The introduction of changes should be done online through customer's Control Panel, not via e-mail. This requirement is also in force for DuoServers - customers will always be aware of any contact information changes that the company places within its website. This way, a flawless communication process between both sides is guaranteed.
4. You will receive a password and account designation upon completing the registration process of the Service. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your password or account. You agree to:
 - o immediately notify DuoServers about any unauthorized use of your password or account or any other breach of security
 - o ensure that you exit from your account at the end of each session.

DuoServers cannot and will not be liable for any loss or damage arising from your failure to comply with this.

5. Any Customer in violation of system or network security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, e-mail bombing, flooding deliberate attempts to overload a system and broadcast attacks. Forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.
6. Harm to DuoServers Servers - any attempts for doing harm to a server or customer of DuoServers Services are explicitly banned.
7. Acceptable Use of Services / Acceptable Access to Services - DuoServers will immediately and resolutely react to any attempt of use of an Internet account or computer by a DuoServers customer unauthorized by the account or computer owner. Such attempts include "Internet scamming" (tricking other people into releasing their passwords and etc.), password robbery, security hole scanning etc. It DOES NOT matter whether the attacked account or computer belongs or not to DuoServers Services, the fraud will be subject to actions based on the very nature of the attack which could be a warning, an account suspension or cancellation and civil or criminal legal action.
8. CPU usage (or usage of the Central Processing Unit(s)) on the web server Customer's account is hosted on is subject to some regulations. That means that each hosting account can take advantage of up to 10% of the CPU power for no longer than 180 seconds at any given time or 3% in the course of 24 hours. DuoServers strongly requires that customers be very judicious when using the CPU power for their accounts. Otherwise, we may suspend customer accounts in cases of registered impact on other accounts on the server or disturbance caused to the functioning of the server. If we do suspend an account, then its owner will be notified of that in consistence with the situation that this suspension may provoke. Then the account's owner may be required to upgrade to a dedicated or semi-dedicated web hosting solution. Possible alternative is a required reduction in the load and traffic that the

customer's account gets. DuoServers reserves the right to block files or scripts that use CPU exceedingly and notify clients.

9. Customer agrees not to publish on or over its account any information, software or other content, which violates or infringes upon the rights of any others or which knowingly contravenes the laws of any jurisdiction in which such content is generally accessible.
10. Users are NOT allowed to send more than 1500 emails per day per hosting account.
11. Each account is entitled to host up to 50.000 files.
12. DuoServers does NOT allow sites that provide any content, points of distribution, or 'links' to sites that:
 - o infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy
 - o violate any law, statute, ordinance or regulation
 - o are defamatory, trade libelous, threatening, unlawfully harassing, abusive, pornographic or obscene
 - o contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another
 - o contain Pirated or Hacking / Phreaking Software (Warez)- Any software that is copyrighted and not freely available for distribution without cost. ROMs, ROM Emulators and Mpeg Layer 3 files (MP3) all fall under this jurisdiction
 - o have Adult Sites (content) - Any erotic or pornographic material, links to adult sites, or advertisements of adult sites.

CUSTOMER WEBSITE; E-COMMERCE; CUSTOMER WARRANTIES/GUARANTIES

1. When buying an allocated space on DuoServers servers, customers agree to be fully responsible for the development, operation and maintenance of their web site, online store and e-commerce activities within that space. Each customer is in charge of all the products and services as well as of all contents and materials appearing online, including:
 - o the accuracy and relevance of Customer Content and content and material showcased in its store or on its products
 - o certainty that the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person
 - o certainty that the Customer Content and the content and materials appearing in his/her store or on his/her products are not calumnious or somehow illegal. Customer is the only one in charge of approving, processing and filling customer orders and of taking care of customer requests or complaints. Customer is the one in charge of the payment or satisfaction of any and all taxes related to his/her web site and online store.
2. Customer bears the responsibility for ensuring the security and confidentiality of any customer data (including, without limitation, customer credit card numbers) that he/she may receive in connection with his/her web site or online store.
3. Each Customer guarantees to DuoServers that he/she owns or possesses the right to use the Customer Content and its material, including all text, graphics, sound, music, video, programming, scripts and applets. Each Customer warrants to DuoServers that the use, reproduction, propagation and

transmission of the Customer Content and any information and materials contained inside do not, and will not:

- infringe or abuse any copyright, patent, trademark, trade secret or any other proprietary right of a third party
- break any criminal laws or manifest false advertising, unfair competition, vilification, privacy intrusion; violate a right of publicity or violate any other law or regulation. Each Customer empowers DuoServers to reproduce, copy, use and propagate all and any part of the Customer Content for ensuring and operating the Services. DuoServers is granted the right to assess the extent these operations need to be done.

TORTUROUS CONDUCT

Any case of indecent treatment towards a DuoServers employee will be considered inappropriate. Each Customer is anticipated to conduct a professionally mannered communication with DuoServers employees regarding any requests for help through e-mail or by means of the Ticket Desk Support System. Each Customer should avoid applying any forms of written emotional outburst or cursing. Any attempts of deliberately undermining behavior will be interpreted as a breach of this TOS.

Other acts of treatment towards DuoServers employees that will be considered as unacceptable include any verbal, oral, written or delivered by a second party threats addressing DuoServers or any of its employees, partners, equipment, and concerns. Any forms of such threats will be interpreted as a breach of this TOS. DuoServers keeps the right to assess which behaviour will be treated as a breach of this TOS and to give no refunds to the users whose accounts have been suspended for violating the aforementioned rules.

SPAMMING IS PROHIBITED

We will determine in our sole discretion whether any of the messages you send are spam. For your information, spamming generally includes, but is not limited to:

- the sending of unsolicited messages in bulk, or the sending of unsolicited e-mails, which provoke complaints from recipients
- the sending of junk mail
- the use of distribution lists that include people who have not given specific permission to be included in such a distribution process
- posting commercial ads to USENET newsgroups that do not permit it
- posting articles containing binary encoded data to non-binary newsgroups
- excessive and repeated posting of off-topic messages to newsgroups
- excessive and repeated cross-posting
- e-mail harassment of another Internet Customer or Customers, including but not limited to, transmitting any threatening, libelous or obscene material, or material of any nature which could be deemed to be offensive
- the e-mailing of age-inappropriate communications or content to anyone under the age of 18
- "Spamming" is considered as explicit misuse of ethical principles and will be interpreted as a violation of them

- The maximum number of allowed e-mail messages sent per day is 1500. There are no exceptions to this rule. Every customer who is sending more than 1500 e-mail messages per day needs a dedicated server and cannot use a shared hosting account.

NEWS RELEASES

Forward Looking Statements: these refer to any predications within this website that are not based on objective facts and express expectations with regard to forthcoming events. Such statements cannot be treated as reality-based because it is possible that they happen to deviate from actual circumstances. Forward Looking Statements can be recognized by the availability of indicative words such as "believes", "anticipates", "plans", "may", "hopes", "can", "will", "expects", "is designed to", "with the intent", "potential". However, their availability is not a compulsory requirement for a forward-looking statement to be treated as such.

FORCE MAJEURE CIRCUMSTANCES

DuoServers will be in an off-liability position as regards the failure or delay in doing its professional duties in consequence of circumstances beyond its control. Such circumstances could be provoked by acts of any governmental body, war, rebellion, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provisioning of the Services.

This agreement constitutes the whole act of convention between the parties with regard to the agreement signed between them. It is not subject to any amendments, modifications, or any other alterations with the exception of changes introduced through a written instrument that is signed by the party to be charged.

- This Agreement shall be interpreted in consistence with the laws of the State of Florida.
- This Agreement shall be in force and effect entirely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- The captions and headings contained in this TOS are aimed at facilitating the text comprehension. They are not a part of the very Agreement, and shall not limit or construe the provision they refer to.
- This Agreement may be executed in counterparts, which will be considered as original.

COPYRIGHTS

Copyrighted material must not be placed on Customers' accounts without the permission of the copyright owners or people that are specifically authorized by the copyright owners. Only copyright owners or people specifically authorized by them may upload copyrighted material to the account.

Upon our receipt of a notice of a claimed copyright infringement containing the above information, after confirmation we will promptly remove the allegedly infringing material from the Services and carry out further procedures if necessary. We will assume no liability to any Customer of the Services for the removal of any such material.

Please report any violations of the Terms of Service to abuse@DuoServers.com.

ASSIGNMENT

Customer shall not have the right to assign this Agreement without the written permission of DuoServers. This Agreement shall be in force and effect to the total benefit of Customer and DuoServers and their successors and permitted assigns.