

## Terms and Conditions

System Development & Integration ("The Company" – SD&I Web Host) agrees to furnish services to the Subscriber, subject to the following Terms of Service. Use of SD&I Web Host Service constitutes acceptance and agreement to SD&I Web Host's Acceptable Use Policy as well as SD&I Web Host's Terms of Service. All provisions of this contract are subject to the Terms of Service of System Development & Integration and Acceptable Use Policy. The Acceptable Use Policy may be changed from time to time at the discretion of the Company. Subscriber understands that change to the Acceptable Use Policy by the Company shall not be grounds for early contract termination or non-payment.

**Disclosure to Law Enforcement:** The Acceptable Use Policy specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition SD&I Web Host shall have the right to terminate all service set forth in this Agreement.

**Service Rates:** Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

**Payment:** Establishment of this service is dependent upon receipt by the Company of payment of stated charges. The payments are paid annually, semi-annually or quarterly. Every package has a \$30.00 (US) setup fee. Every payment is made in US currency. Domain registration has a \$15.00 annual fee.

**Payments and Fees:** Service will be interrupted on accounts that reach 15 days past due. Service interrupted for nonpayment is subject to a \$30 reconnect charge. Accounts not paid by due date are subject to a \$10.00 late fee. Domain change for your hosting accounts attracts one time fee of \$10.00. Accounts that are not collectable by SD&I Web Host may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$75 nor more than \$200. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

**Payment Policies, Refund and Disputes:** Full payment is required before any hosting service is rendered. All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax.

**Failure to Pay:** The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

**Account Cancellation:** We are sorry to see you go. If there is anything we can do to keep you as a customer, please let us know. To cancel your account, please send an email to [sales@sdiwebhost.com](mailto:sales@sdiwebhost.com) and provide us with the following information below. We need to verify your account information and the reason for your cancellation so we can improve our services.

Your domain name:

Username:

Password:

Reason of cancellation:

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

**Transfer of Domains:** New web hosting accounts which involve the transfer of a domain from another provider to System Development & Integration will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by System Development & Integration on behalf of the account holder a handling fee will be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

**Support Boundaries:** SD&I Web Host, provides technical support to our subscribers (except for few holidays and short company meetings when we close our center.) We limit our technical support to our area of expertise. The following is our guidelines when providing support: SD&I Web Host provides support related to your server or virtual site physical functioning. **SD&I Web Host does not offer tech support for application specific issues such as cgi programming, html or any other such issue. SD&I Web Host does not provide technical support for YOUR customers.** We encourage you to email support@sdiwebhost.com for assistance. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before calling tech support.

**Uptime Guarantee:** SD&I Web Host provides 99.95% uptime guarantee, this guarantee excludes scheduled reboots, scheduled updation of software/security patches and major hardware failure.

**SPAM and Unsolicited Commercial Email:** SD&I Web Host takes a zero tolerance approach to the sending of Unsolicited Commercial Email or SPAM over our network. Very simply this means that customers of SD&I Web Host may not use or permit others to use our network to transact in UCE. Customers of SD&I Web Host may not host, or permit hosting of, sites or information that is advertised by Unsolicited Commercial Email from other networks. Violations of this policy carry severe penalties, including termination of service. Violation of SD&I Web Host's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, SD&I Web Host will initiate an immediate investigation (within 48 hours of notification). During the investigation, SD&I Web Host may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, SD&I Web Host may, at its sole discretion, restrict, suspend or terminate customer's account. Further, SD&I Web Host reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. SD&I Web Host will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$150 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$450 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$200 per hour that SD&I Web Host personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

As our Customers are ultimately responsible for the actions of their clients over the SD&I Web Host network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

### **Network**

**IP Address Ownership:** If SD&I Web Host assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to SD&I Web Host, and Customer shall have no right to use that Internet Protocol address except as permitted by SD&I Web Host in its sole discretion in connection with the Services, during the term of this Agreement. SD&I Web Host shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by SD&I Web Host, and SD&I Web Host reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. **What this means to you is that you MUST use name-based hosting where possible.** We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

**Bandwidth and Disk Usage:** Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). SD&I Web Host will monitor Customer's bandwidth and disk usage. SD&I Web Host shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in SD&I Web Host's sole and absolute discretion. If SD&I Web Host takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

**System and Network Security:** Users are prohibited from violating or attempting to violate the security of the SD&I Web Host Network. Violations of system or network security may result in civil or criminal liability. SD&I Web Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Taking any action in order to obtain services to which such User is not entitled.

**Notification of Violation:**

SD&I Web Host is under no duty to look at each customer's or user's activities to determine if a violation of the Acceptable Use Policy has occurred, nor do we assume any responsibility through our Acceptable Use Policy to monitor or police Internet-related activities.

**First violation:** Any User, which SD&I Web Host determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at SD&I Web Host's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

**Second Violation:** Users that SD&I Web Host determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

**Suspension of Service or Cancellation:** SD&I Web Host reserves the right to suspend network access to any customer if in the judgment of the SD&I Web Host network administrators the customer's server is the source or target of the violation of any of the other terms of the Acceptable Use Policy or for any other reason which SD&I Web Host chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

SD&I Web Host reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of SD&I Web Host must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

**Indemnification:** SD&I Web Host wishes to emphasize that in agreeing to the SD&I Web Host Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies SD&I Web Host for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to SD&I Web Host or the bringing of any claim against SD&I Web Host by any third-party. This means that if SD&I Web Host is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against SD&I Web Host, plus all costs and attorney's fees.

**Miscellaneous Provisions:** You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation. SD&I Web Host takes no responsibility for any material input by others and not posted to the SD&I Web Host Network by SD&I Web Host. SD&I Web Host is not responsible for the content of any other websites linked to the SD&I Web Host Network; links are provided as Internet navigation tools only. SD&I Web Host disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

SD&I Web Host is not responsible for any damages your business may suffer. SD&I Web Host does not make implied or written warranties for any of our services. SD&I Web Host denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by SD&I Web Host.

**IRC Servers:** SD&I Web Host subscribers are not permitted to run IRC servers on the dedicated Raq's

**Adult Content:** - Adult Content are allowed. (Child Pornography is strictly prohibited.)

#### **Acceptable Use Policy**

SD&I Web Host's Acceptable Use Policy is provided to give our customers and users a clear understanding of what SD&I Web Host expects of them while using the service. **All users of SD&I Web Host's Internet services:** those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this Acceptable Use Policy and our Terms of Service.

Use of SD&I Web Host Service constitutes acceptance and agreement to SD&I Web Host's Acceptable Use Policy as well as SD&I Web Host's Terms of Service. We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances.

Similarly, we do not exercise editorial control over the content of any web site, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our Terms of Service, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. SD&I Web Host may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this Acceptable Use Policy may result in the suspension or immediate termination of either your SD&I Web Host account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understand of SD&I Web Host's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of SD&I Web Host's AUP:

Ensure reliable service to our customers

Ensure security and privacy of our systems and network, as well as the networks and systems of others

Comply with existing laws

Maintain our reputation as a responsible service provider

Encourage responsible use of the Internet and discourage activities which

reduce the usability and value of Internet services

Preserve the value of Internet resources as a conduit for free expression and exchange of information

Preserve the privacy and security of individual users

The SD&I Web Host intends to provide its customers access to everything the Internet has to offer. While the SD&I Web Host is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the SD&I Web Host and the Internet and cannot be permitted under the guise of free speech. The resources of the SD&I Web Host and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilization and the preparation of billing records. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our service. You may not use your virtual site to publish material, which SD&I Web Host determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

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

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at [abuse@sdiwebhost.com](mailto:abuse@sdiwebhost.com)

#### **VIOLATIONS OF SD&I Web Host ACCEPTABLE USE POLICY**

The following constitute violations of this AUP:

**Illegal use:** SD&I Web Host's services may not be used for illegal purposes, or in support of illegal activities. SD&I Web Host reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

**Harm to minors:** Use of the SD&I Web Host service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

**Threats:** Use of the SD&I Web Host service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

**Harassment:** Use of the SD&I Web Host service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

**Fraudulent activity:** Use of SD&I Web Host service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

**Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

**Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM)** Use of

the SD&I Web Host service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending SD&I Web Host account.

**E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending SD&I Web Host account.

**E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the SD&I Web Host service is in violation of this AUP.

**Usenet SPAMing:** SD&I Web Host has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

**Unauthorized access:** Use of the SD&I Web Host service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SD&I Web Host's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending SD&I Web Host account is subject to immediate termination.

**Copyright or trademark infringement:** Use of the SD&I Web Host service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

**Collection of personal data:** Use of the SD&I Web Host service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**Network disruptions and unfriendly activity:** Use of the SD&I Web Host service for any activity, which affects the ability of other people or systems to use SD&I Web Host Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. SD&I Web Host will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

**Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual

**Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

**Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or

computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

**Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using SD&I Web Hosts services could result in suspension service. Also message boards having 100+ registered users are not allowed on SD&I Web Host servers. These applications simply consume too much bandwidth and system resources. In order to allow the operation of Message Boards/Bulletin Boards, we would have to charge a lot more. Instead, SD&I Web Host takes pride in providing its clients with inexpensive, high-quality hosting.

**Third Party Accountability:** SD&I Web Host subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

### **Security**

You are responsible for any misuse of your account, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited.

Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. SD&I Web Host will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### **Network Performance**

SD&I Web Host accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs that negatively impact other customers or the performances of SD&I

Web Host systems or networks. SD&I Web Host reserves the right to terminate or limit such activities.

**REPORTING VIOLATIONS OF SD&I Web Host Acceptable Use Policy**

SD&I Web Host requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the information to the Abuse Department at [abuse@sdiwebhost.com](mailto:abuse@sdiwebhost.com)

If available, please provide the following information:

The IP address used to commit the alleged violation

The date and time of the alleged violation, including the time zone or offset from GMT

Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. SD&I Web Host may take any one or more of the following actions in response to complaints:

Issue written or verbal warnings

Suspend the Member's newsgroup posting privileges

Suspend the Member's account

Terminate the Member's account

Bill the Member for administrative costs and/or reactivation charges

Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

**REVISIONS TO THIS ACCEPTABLE USE POLICY**

SD&I Web Host reserves the right to revise, amend, or modify this AUP, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms of Service.