

Terms Of Service for MyHosting.Center

its Affiliates and Servers Administered by it's Affiliates.

These Terms of Service (the "Agreement") are an agreement between MyHosting.Center, its Affiliates ("MyHosting.Center" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by MyHosting.Center and of the MyHosting.Center website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

MyHosting.Center's services may only be used for lawful purposes. Transmission of any material in violation of International, Federal or State regulation is prohibited. This includes but is not limited to: material legally judged to be threatening or obscene, or material protected by trade secret laws. You specifically agree to indemnify and hold MyHosting.Center harmless from any claims resulting from a breach of these terms, and/or their use of the service, which damages another.

Violation of the terms of service Policy and Terms of Use. Your account will be terminated without notice and you will forfeit all of the monies that have been paid to MyHosting.Center.

1. Examples of content that is not acceptable on MyHosting.Center Servers:

- A. Torrent Sites
- B. Topsites
- C. IRC Scripts/Bots
- D. Proxy Scripts/Anonymizers
- E. Pirated Software/Warez
- F. IP Scanners
- G. Bruteforce Programs/Scripts/Applications
- H. Mail Bombers/Spam Scripts
- I. File Dump/Mirror Scripts (similar to rapidshare)
- J. Commercial Audio Streaming (more than one or two streams)
- K. Escrow/Bank Debentures
- L. High-Yield Interest Programs (HYIP) or Related Sites
- M. Sale of any controlled substance without prior proof of appropriate permit(s)
- N. Prime Banks Programs
- O. Lottery Sites
- P. MUDs/RPGs/PPBGs
- Q. Hateful/Racist/Harassment oriented sites
- R. Hacker focused sites/archives/programs
- S. Sites promoting illegal activities
- T. Forums and/or websites that distribute or link to warez/pirated/illegal content
- U. Bank Debentures/Bank Debenture Trading Programs

- V. Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- W. Transmission or posting of unlawful, threatening, abusive, malicious, defamatory, blasphemous, profane or objectionable material.
- X. Transmission or posting of Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
- Y. Any material containing a virus or other hostile computer program.

2. Adult Sites

We only allow legal adult sites on MyHosting.Center's Chicago server (ns1.myhosting.center & ns2.myhosting.center). All models must be 18 years of age and older. We do not allow or tolerate child pornography, any site found in violation of this will be suspended and removed from our network and details sent to local law enforcement.

3.SPAM and Unsolicited Commercial E-mail (UCE)

MyHosting.Center takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply this means that customers of MyHosting.Center may not use or permit others to use our network to transact in UCE. Customers of MyHosting.Center may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of MyHosting.Center SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, MyHosting.Center will initiate an immediate investigation (within 48 hours of notification). During the investigation, MyHosting.Center may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, MyHosting.Center may, at its sole discretion, restrict, suspend or terminate customer's account. Further, MyHosting.Center reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. MyHosting.Center will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in a warning and your account will be reviewed for possible immediate termination. A second violation will result in an immediate termination of your account.

As our resellers are ultimately responsible for the actions of their clients over the MyHosting.Center network, it is advisable that resellers develop a similar, or stricter, policy for their clients.

4.Hosting Service Guarantee

We guarantee that our hosting services will be operational and accessible 99% or more of the time. The following issues are not covered by this guarantee:

- A. Periodic or scheduled maintenance and or repairs that MyHosting.Center may need to perform.
- B. Interruptions caused by user installed third party software.
- C. Interruptions and/or Errors caused by user scripting or coding.
- D. Interruptions due to violations of this agreement. (i.e. unacceptable content, SPAM)
- E. Causes beyond our control (i.e. natural disaster)
- F. Your site being Hacked or Corrupted.
- G. Denial of Service attacks

5.System and Network Security

Users are prohibited from violating or attempting to violate the security of the MyHosting.Center Network. Violations of system or network security may result in civil or criminal liability.

MyHosting.Center 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:

- A. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- B. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- C. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- D. Forging any TCP/IP packet header or any part of the header information in any e-mail or forum posting.
- E. Hosted sites, E-mail, Servers, or VPS's may not be used to Link to Infringing Works or Linking to Circumvent Technology Proscribed by the DMCA.
- F. Deep Linking, Aliasing, Inline Linking, Framing or any other method of directing web traffic from a site not hosted by MyHosting.Center to a site hosted by MyHosting.Center, including but not limited to Files (i.e.; text, graphics, audio, video, etc), Web Pages, Articles or Posts.
- G. Taking any action in order to obtain services to which such User is not entitled.

6.Permitted CPU and Disk Usage

- A. All use of hosting space provided by MyHosting.Center is subject to the terms of this Agreement.
- B. Shared and reseller hosting space may only be used for web files, active email and content of User Websites. Shared and reseller hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. MyHosting.Center expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement. MyHosting.Center may,

in our sole discretion, terminate access to the Services, or remove or delete User Content for those accounts that are found to be in violation of MyHosting.Center's terms and conditions.

- C. You agree that any domain name directory, sub-directory, file name or path that does not resolve to an active web page on your Website being hosted by MyHosting.Center, may be used by us to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, MyHosting.Center Website, MyHosting.Center product and service offerings, third-party Websites, third-party product and service offerings, and/or Internet search engines. You agree that MyHosting.Center may change the content and/or appearance of, or disable any of these temporary pages at any time, in our sole discretion, and without prior notice.
- D. Dedicated and VPS usage is limited by the resources allocated to the specific plan that you have purchased.

7. Transfers

Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. In no event shall MyHosting.Center be held liable for any lost or missing data or files resulting from a transfer to or from MyHosting.Center. You are solely responsible for backing up your data in all circumstances.

8. Payment Terms and Fees

- A. Web Hosting Services shall be paid by valid credit card acceptable to MyHosting.Center or other payment method acceptable to MyHosting.Center for the Hosting Services. Your annual, monthly, or other recurring periodic payments for Hosting Services (the "Hosting Services Fees") shall be automatically charged to the credit card or other payment method provided by you at the time of your purchase or such other credit card on your account (your "Credit Card"), with such payments being charged in advance, and you hereby agree that MyHosting.Center is authorized to charge your Credit Card or other selected payment method. MyHosting.Center, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and MyHosting.Center may amend such pricing in accordance with terms set forth in the Services Agreement. If you do not agree to any such change, you may terminate this Agreement (or cancel your Hosting Services, as applicable) further in accordance with the Agreement, otherwise all such changes will be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new or additional Hosting Services Fees, on the next monthly, annual or other recurring periodic payment cycle (as applicable).

- B. If your data usage or storage exceeds the amount permitted by the Hosting Services package or program you purchase, MyHosting.Center may, in its sole discretion, upgrade you to the next level package that supports the amount of data usage or storage you have used. If you are upgraded, you will be charged a prorated amount to upgrade your plan for the remainder of your term (the "Prorated Upgrade Payment") and your renewal Hosting Services Fees will be at the rate for such upgraded plan. Any Prorated Upgrade Payment and your new Hosting Service Fees will be automatically charged to your Credit Card, and you hereby agree that MyHosting.Center is authorized to charge your Credit Card. If you do not agree to any such upgrade, you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within five (5) days of such upgrade; otherwise all such changes will be effective with respect to your account, and you agree that we are authorized to charge your Credit Card for any Upgrade Payment and your new Hosting Service Fees.
- C. In addition to recurring service fees, MyHosting.Center may charge set up fees and other one-time fees for any optional services as set forth on our Website and/or described in this Schedule (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to MyHosting.Center) at the time of purchase at the price set forth on our Website. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to MyHosting.Center) at the time of your purchase, and you hereby agree that MyHosting.Center is authorized to so charge your credit card. MyHosting.Center, in its sole discretion, shall determine the prices it will charge for all One-time Fees.
- D. MyHosting.Center will charge you a Processing Fee if you terminate or cancel any package after any limited money-back guarantee time period for that package. You authorize MyHosting.Center, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Web Hosting Services package for the amount of the Processing Fee.
- E. MyHosting.Center may suspend your account if you request a chargeback on your credit card for automatic charges to your credit card.
- F. Any accounts or services provided that do not have a valid credit card or other payment method in place will be billed to the user and/or the Registered Name Holder of the Domain in question.
- G. Services will be interrupted on accounts that reach 2 days past the invoice due date. (For example, an invoice due on March 1st will be suspended on March 3rd if not paid in full.) Any account suspended for non-payment is subject to a \$10.00 reactivation fee. Accounts that are not collectable by MyHosting.Center 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 \$50 nor more than \$150. Any credit card chargebacks placed on payments made to MyHosting.Center will incur a \$25.00 penalty and may require a new form of payment.

9.Refund Policy

MyHosting.Center offers an unconditional 30 day money back guarantee on shared hosting,

reseller hosting and virtual private servers (VPS), for any customer who paid the first invoice with a credit card or with PayPal. The 30 days period is applicable from the first day of sign-up of service with MyHosting.Center and does not apply to upgrades, renewals or additional services purchased. There are no refunds on prepaid services after the first 30 days of the initial purchase. Payments made by bank wire transfers, western union, checks or money orders are non-refundable. No refunds will be given on dedicated servers, domain names, Web or Logo Design, Managed Exchange Hosting, SSL certificates, administrative fees and 3rd party software installation fees. Refunds will only be given when the refund request is received within 30 days of the creation of the account being cancelled. Money back guarantee only applies to new accounts and does not apply to account upgrades and renewals. Refunds will not be given to accounts that have been canceled or suspended due to abuse of our services based on our terms of service and acceptable use policy.

10.Refund Eligibility

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.

11.Coupons

Discounts and coupon codes are reserved for first-time accounts or first-time customers only. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price. Discounts and coupon codes are not applicable for upgrades, downgrades and renewals of existing accounts. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account.

12.Failure to Pay

MyHosting.Center 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.

13.Account Cancellation

If you desire to cancel your account, you can do so via your administration panel or send a cancellation email to Billing@MyHosting.Center. Shared, reseller and VPS accounts do not require any prior cancellation notice. Dedicated server cancellation notice from the client must be received at least 7 days prior to scheduled service renewal date. If dedicated server is cancelled with less than 7 days remaining before scheduled service renewal, the service will renew for 1 additional month automatically.

14.Intellectual Property Rights

You shall obtain any and all necessary consents and clearances to enable you lawfully to make

use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name.

The User accepts all responsibility to verify the truth, accuracy, ownership and legalities of all information that is displayed or disseminated by the user using our services. MyHosting.Center accepts no responsibility for any information that you may receive or transmit via the Internet.

The user not MyHosting.Center warrants that their content does not violate or infringe any copyright, trademark, patent, intellectual or other proprietary property rights and does not violate any laws or regulations.

15.Termination of Service

MyHosting.Center reserves the right to suspend network access to any customer if in the judgment of the MyHosting.Center network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which MyHosting.Center 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. Termination or suspension of services does not exempt or prorate any fees associated with the account. All fees are due and must be paid in full within 5 days of the termination of services.

16.Backups and Data Loss

MyHosting.Center performs regular backups of all vital systems data. You agree that MyHosting.Center has no obligation to backup any user data (files stored on web server, e-mails, sites or pages) unless MyHosting.Center expressly agrees in writing. You agree that you will regularly preform your own backup using a service of your choosing.

17.Legal

MyHosting.Center expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate MyHosting.Center policy. Finally, MyHosting.Center wishes to emphasize that in signing the service agreement, subscribers indemnify MyHosting.Center for any violation of the service agreement, law, or MyHosting.Center policy, that results in loss to MyHosting.Center or the bringing of any claim against MyHosting.Center by any third-party. This means that if MyHosting.Center is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against MyHosting.Center , plus costs and reasonable attorneys' fees.

18.Registered Name Holder - The Individual or company who owns the Domain.

Sometimes a Registered Name Holder may register a domain name and then allow another person to use the domain name (such as a website designer registering a domain name for a

client). If this happens, and the person using the name and/or the Registered Name Holder may be held accountable for the wrongful use of the services provided by MyHosting.Center.

The User and Registered Name Holder shall indemnify and hold harmless MyHosting.Center and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs and expenses arising out of or related to the content they Display, E-mail, Link to, Disseminate or Store.

19. Professional Behavior

Please behave in a reasonable manner towards MyHosting.Center employees. Any unreasonable threats, either personal or against the company will receive a warning for breach of these conditions. Personal abuse towards MyHosting.Center employees or legal threats against the company are viewed as extremely serious. MyHosting.Center reserves the right to refuse to do business with a person or company as a result and possibly terminate any accounts in question. MyHosting.Center reserves the right to refuse service to any customer at any time within reasonable means/requests.

20. Limitation Of Liability

IN NO EVENT WILL MYHOSTING.CENTER ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF MYHOSTING.CENTER IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MYHOSTING.CENTER'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO MYHOSTING.CENTER FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

21. Disclaimer

MyHosting.Center shall not be responsible for any damages your business may suffer. MyHosting.Center makes no warranties of any kind, expressed or implied for the Services. MyHosting.Center disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by MyHosting.Center or our employees.

22. Headings

Numbered headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

23. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement. Misuse Of Resources including but not limited to employing applications which consume excessive CPU time are not allowed on our network under any circumstances.

If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes Terms of Service. We may amend these terms of service with or without notice. You are responsible for any domains that are placed onto our servers. We do reserve the right to edit the terms of service at any time with or without notice.

If you have any questions or complaints please e-mail us at Billing@myhosting.center