Legal

ZojoHost
Web Site and Virtual Dedicated Server Service Agreement

This Web Site and Virtual Dedicated Server Service Agreement ("Agreement") is by and between ZojoHost.com, Inc. ("ZojoHost"), a/an Colorado company, and you, your heirs, assigns, agents and contractors ("You") and is effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of ZojoHost's Web Site and Virtual Dedicated Server services (collectively, the "Services") and represents the entire agreement between You and ZojoHost. By using the Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which ZojoHost may establish from time to time.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with ZojoHost, whether or not the transactions were in Your behalf. You acknowledge that ZojoHost's acceptance of any application made by You for services provided by ZojoHost will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices. In the event that You are using ad-supported hosting, You further acknowledge and agree that as adequate consideration for ZojoHost providing You with the Services at no cost to You, ZojoHost shall have the right to place certain advertisements on Your web site. The advertisements shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. If You do not desire that such advertisements are placed on Your web site, then You may purchase the Services at ZojoHost's current rates.

1. Description of Service

ZojoHost currently provides the Services to its customers for a monthly fee. ZojoHost will host Your web site on ZojoHost's the Services servers, provided, however, You abide by the terms and conditions set forth herein and in each of ZojoHost's policies and procedures.

License of Your website content

ZojoHost grants to You, and You accept from ZojoHost , a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet Your website content in connection with ZojoHost's performance or enforcement of this Agreement.

Availability of Services

Subject to the terms and conditions of this Agreement, ZojoHost shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that ZojoHost may undertake from time to time; or (iii) causes beyond the control of ZojoHost or that are not reasonably foreseeable by ZojoHost , including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. You agree that ZojoHost has no control of availability of the Services on a continuous or uninterrupted basis.

Service Availability Guarantee. ZojoHost offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If ZojoHost fails to maintain this level of service availability, You may contact ZojoHost and request a credit of 5% of Your monthly hosting fee from ZojoHost for that month. The credit may be used only for the purchase of further products and services from ZojoHost , and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by (i) periodic scheduled maintenance or repairs that ZojoHost may undertake from time to time; (ii) errors caused by You from custom scripting or coding; (iii) outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and email; (iv) causes beyond the control of ZojoHost or that are not reasonably foreseeable by ZojoHost ; and (v) outages related to the reliability of certain programming environments. Total Service Uptime shall be solely determined by ZojoHost and shall be calculated on a monthly basis.

FTP Backup

ZojoHost may offer additional features and add on services such as a FTP Backup option. You acknowledge and agree that purchasing such additional features and add on services may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, You shall be subject to a maximum disk usage and bandwidth usage as identified by ZojoHost . Subject to the terms and conditions of this Agreement, ZojoHost shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. You acknowledge and agree that from time to time the FTP Backup services may be inaccessible or inoperable for any reason, including without limitation: (i)

equipment malfunctions; (ii) periodic maintenance procedures or repairs that ZojoHost may undertake from time to time; or (iii) causes beyond the control of ZojoHost or that are not reasonably foreseeable by ZojoHost , including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Web Site Content

You shall be solely responsible for providing, updating, uploading and maintaining Your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your web site content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in the event You are using ad-supported hosting, in no event shall Your web site consist of the following: search results, registration, "thank you", error, email or chat pages, pages comprised primarily of other advertising or pages that contain any of the following types of content: pornographic, obscene or excessively profane content or content intended to advocate or advance computer hacking or cracking, gambling, illegal activity, drug paraphernalia, hate, violence or racial or ethnic intolerance.

SSL Certificates

Any SSL certificate You purchase from ZojoHost or its affiliates to use in conjunction with the Services provided by ZojoHost , is intended for its specific use as described in the Subscriber Agreement and will not be exported from the virtual dedicated server to be used with any other web hosting service. If You are using an SSL certificate on a web site hosted by ZojoHost , ZojoHost will generate and securely store a corresponding private key.

For security reasons, at no time will ZojoHost release Your private key, even if You request it. If You wish to export Your SSL certificate for use on a non ZojoHost server, You will need to make a request to ZojoHost no earlier than 30 days after Your initial SSL subscription began. After Your account with ZojoHost has been canceled, You will have thirty (30) days to follow the Starfield Secure Certificate Registration Process and request a re-key of the SSL certificate, or Your SSL certificate will become invalid.

Information Shared with Partners

As a condition of purchasing and using the Services, You acknowledge and agree that ZojoHost may provide Your personal information to their partners, as required to provide the plans for which You are purchasing.

2. Your Obligations

You acknowledge and agree that ZojoHost shall have the right to seek justification in connection with Your use of the Services, specifically Your purchase of IP addresses, and that You shall be obligated to provide any and all information reasonably sought by ZojoHost pursuant to such justification. You acknowledge and agree that You are required to begin using at least eighty percent (80%) of Your purchased IP addresses within thirty (30) days of assignment of such IP addresses to You. In the event You do not begin using at least eighty percent (80%) of Your assigned IP addresses, You acknowledge and agree that ZojoHost shall have the right to reclaim any unused IP addresses after the expiration of such thirty (30) day period. In connection with such purchase, You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois.

Upon the expiration of Your initial hosting service term, Your hosting service shall automatically renew for the same period of time and Your payment method shall be charged for the renewal term on the renewal date. You acknowledge and agree that in the event You do not desire to automatically renew Your hosting services for the same period of time, it is Your responsibility and obligation to access Your account manager and manually turn off the default renewal and Your failure to access Your account manager and manually select to renew on a month to month basis shall be deemed acceptance of the renewal term.

You represent and warrant to ZojoHost that: Your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your web site. You also warrant that the web site being hosted by ZojoHost will not be used in connection with any illegal activity.

If You are hosting Your web site on ZojoHost's servers, You are responsible for ensuring that there is no excessive overloading on ZojoHost's DNS or servers. In the event that You exceed Your allotted bandwidth and thereby overload ZojoHost's DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such

overloading. You may not use ZojoHost's servers and Your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and ZojoHost reserves the right to remove sites that contain information about hacking or links to such information. Use of your web site as an anonymous gateway is prohibited. ZojoHost prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by ZojoHost. You agree that ZojoHost reserves the right to remove Your web site temporarily or permanently from its virtual dedicated servers if ZojoHost is the recipient of activities that threaten the stability of its network. Further, if You are using ad-supported hosting, You acknowledge and agree that ZojoHost has the right to terminate Your Services in its sole discretion and for any reason, including, but not limited to, Your failure or unwillingness to comply with the terms and limitations of this Agreement, specifically, the content and material restrictions set forth in this Agreement.

You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, ZojoHost, in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than ZojoHost's standard STMP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which You do not have authorization to access or at a level exceeding Your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) engage in any other activity deemed by ZojoHost to be in conflict with the spirit or intent of this Agreement or any ZojoHost policy; or (ix) use Your server as an "open relay" or similar purposes.

ZojoHost prohibits the running of a public recursive DNS service on any ZojoHost server. All recursive DNS servers must be secured to allow only internet network access or a limited set of IP addresses. ZojoHost actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.

Storage and Security

At all times, You shall bear full risk of loss and damage to your web site and all of Your web site content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the Site or any of Your web site content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your web site content; (ii) maintain independent archival and backup copies of Your web site content; (iii) ensure the security, confidentiality and integrity of all your web site content transmitted through or stored on ZojoHost servers; and (iv) ensure the confidentiality of Your password. ZojoHost's servers and virtual dedicated services are not an archive and ZojoHost shall have no liability to You or any other person for loss, damage or destruction of any of Your content. You shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in ZojoHost's sole discretion, that shall impair the functioning or operation of ZojoHost's Services or equipment. Specifically by way of example and not as a limitation, You shall not use the Services as a repository or instrument for placing or storing archived files and/or material that can be downloaded through other web sites.

In the event You terminate, moving your web site off of the ZojoHost virtual dedicated servers is Your responsibility. ZojoHost will not transfer or FTP Your web site to another provider. In the event Your use of the Services is terminated, ZojoHost will not transfer or manage Your Services or Your website content.

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