

# Acceptable Use Policy/Terms of Service

## Acceptable Use Policy

GJ Webs' Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what GJ Webs expects of them while using the service. All users of GJ Webs' 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 AUP and our TOS (Terms of Service).

Use of GJ Webs Service constitutes acceptance and agreement to GJ Webs' AUP as well as GJ Webs' TOS (Terms of Service)

**IMPORTANT NOTICE: \*All Payments To GJ Webs Are Non-Refundable With the Exception of the 1st payment, which carries a 10-Day money back guarantee\* Fees paid for Domain Names cannot be refunded. Domain Names remain the property of the purchaser as long as the yearly fee is paid.**

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 TOS (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. GJ Webs may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. In addition, GJ Webs DOES NOT allow "Adult" Web Sites or Web Sites which promote the use of illegal drugs. Your violation of this AUP may result in the suspension or immediate termination of either your GJ Webs account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understanding of GJ Webs' Acceptable Use Policy. The following are guidelines for the establishment and enforcement of GJ Webs' 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

GJ Webs intends to provide its customers access to everything the Internet has to offer. While the GJ Webs is firmly committed to the principles of free speech, there are certain activities that may be damaging to the resources of both the GJ Webs and the Internet and cannot be permitted under the guise of free speech. The resources of the GJ Webs 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 GJ Webs 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 GJ Webs 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@GJ Webs.com](mailto:abuse@GJWebs.com).

#### VIOLATIONS OF GJ WEBS ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

**Illegal use:** GJ Webs' services may not be used for illegal purposes, or in support of illegal activities. GJ Webs 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 GJ Webs service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

**"Adult" Web Sites:** "Adult" Web sites will not be allowed.

**Threats:** Use of the GJ Webs 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 GJ Webs service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

**Fraudulent activity:** Use of GJ Webs 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 GJ Webs 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 GJ Webs account.

#### **IMPORTANT NOTICE:**

Anyone hosting websites or services on our server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

**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 GJ Webs account.

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

**Usenet SPAMing:** GJ Webs 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 GJ Webs service to access or to attempt to access the accounts of others, or to penetrate or attempt to penetrate security measures of GJ Webs' 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 GJ Webs account is subject to immediate termination.

**Copyright or trademark infringement:** Use of the GJ Webs 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 GJ Webs 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 GJ Webs service for any activity which affects the ability of other people or systems to use GJ Webs 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. GJ Webs 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.

**System Resources:** Any one site or reseller account found to be utilizing in excess of 10% of the system resources at any given time may shall be suspended. We reserve the right to terminate such account if we see fit.

**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 GJ Webs services could result in suspension service.

**Downloads:** In order to maximize uptime on our servers, downloads of any kind (media, backups, warez, etc.) are forbidden.

**Third Party Accountability:** GJ Webs 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.

**Violation Of GJ Webs Virtual Accounts:** It is absolutely forbidden to host illegal pornographic content whereas the subjects are under the age of majority, on servers on Virtual Server

Accounts. All pornographic images are forbidden on servers on Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

**IRC networks:** It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the irc server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation will result in immediate account termination.

## SECURITY

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a client, friend, family member, guest or employee. 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. GJ Webs 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

GJ Webs virtual site accounts operate on shared resources. Excessive use or abuse of these shared network resources by one customer (eg. in excess of 10% CPU usage) 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 which negatively impact other customers or the performances of GJ Webs systems or networks. GJ Webs reserves the right to terminate or limit such activities

## REPORTING VIOLATIONS OF GJ WEBS AUP

GJ Webs requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at [abuse@GJWebs.net](mailto:abuse@GJWebs.net).

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. GJ Webs 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, cause by violations

#### REVISIONS TO THIS ACCEPTABLE USE POLICY

GJ Webs reserves the right to revise, amend, or modify this AUP, our TOS (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 TOS (Terms of Service).

## Terms of Service

### **IMPORTANT NOTICE:** \*All Payments Are Non-Refundable\*

We ("GJ Webs") agree to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of our Service constitutes acceptance and agreement to our AUP as well as our TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of GJ Webs. Subscriber understands that change to the AUP by GJ Webs shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Tennessee, county of Harris applicable to contracts enforceable in that state. Venue will be Anderson County, Tennessee.

1. **Disclosure to Law Enforcement:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that GJ Webs 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 we shall have the right to terminate all service set forth in this Agreement.
2. **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 GJ Webs may prospectively change the specified rates and charges from time to time. The current pricing structure is contingent upon GJ Webs achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

3. **Payment:** Establishment of this service is dependent upon receipt by GJ Webs of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service.
4. **Payments and Fees:** Service will be interrupted on accounts that reach 7 days past due. Service interrupted for nonpayment is subject to a \$10 reconnect charge. Accounts that are not collectable by us may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay GJ Webs a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.
5. **Refund and Disputes:** All payments to us are nonrefundable. This includes the one time setup fee, if applicable, and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred.
6. **Failure to Pay:** GJ Webs 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.
7. **Account Cancellation:** Requests for canceling accounts may be made in writing with at least 10 days notice. Request for cancellation may be made to: [support@gjwebs.com](mailto:support@gjwebs.com).
8. **Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of GJ Webs and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that GJ Webs shall not be liable for any damages arising from such causes beyond the direct and exclusive control of GJ Webs. Subscriber further acknowledges that GJ Webs' 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 GJ Webs be liable for any special or consequential damages, loss or injury.**
9. **Support Boundaries:** We provide technical support to our subscribers. Our goal is to give and answer to all questions or resolve problems within 24 hours. We limit our technical support to our area of expertise. The following is our guidelines when providing support: we provide support related to your server or virtual site physical functioning. We do not offer tech support for application specific issues such as cgi programming, html or any other such issue. If you can email, we encourage you to email us for assistance. If you are able to get online and have other questions, the answers may be in our Frequently Asked Questions or Support section - we encourage you to check there first. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before contacting tech support.
10. **SPAM and Unsolicited Commercial Email (UCE):** We take a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers may not use or permit others to use our network to transact in UCE. Customers 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.
  - a. Violation of the SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, we will initiate an immediate investigation (within 48 hours of notification). During the investigation, we may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, we may, at its sole discretion, restrict, suspend or terminate customer's account. Further, we reserve

the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. We will notify law enforcement officials if the violation is believed to be a criminal offense.

- b. First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 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 \$175 per hour that our personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account!
- c. As our Customers are ultimately responsible for the actions of their clients over our network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

**IMPORTANT NOTICE:**

**BEGINNING IMMEDIATELY**, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove **ANY** and **ALL** traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been **COMPLETELY** removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

**11. Network**

- a. **IP Address Ownership:** If we assign Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to us, and Customer shall have no right to use that Internet Protocol address except as permitted by us in our sole discretion in connection with the Services, during the term of this Agreement. We shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by us, and we reserve 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.
- b. **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"). We will monitor Customer's bandwidth and disk usage. We 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 is in our sole and absolute discretion. If we take any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, we may, at our sole discretion, collect

a deposit, in an amount determined by us, against customer's credit card on file with us.

- c. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of our Network. Violations of system or network security may result in civil or criminal liability. We 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:
- i. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
  - ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
  - iii. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
  - iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
  - v. Taking any action in order to obtain services to which such User is not entitled.

**12. Notification of Violation:**

- a. We are under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.
- b. First violation: Any User, which we determine 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 our discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.
- c. Second Violation: Users that we determine 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.
- d. 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.

**13. Suspension of Service or Cancellation:** We reserve the right to suspend network access to any customer if in the judgment of the 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 we choose. 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.

**14.** We reserve the right to amend its policies at any time. All Sub-Networks, resellers and managed servers 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.

**15. Indemnification:** We wish to emphasize that in agreeing to the Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies us for any violation of the

Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to us or the bringing of any claim against us by any third-party. This means that if we are sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against us, plus all costs and attorney's fees.

16. **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. A waiver by GJ Webs 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.
  - b. Subscriber shall not transfer or assign this Agreement without the prior written consent of GJ Webs. 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.
  - c. We take no responsibility for any material input by others and not posted to our web site by us. We are not responsible for the content of any other websites linked to us; links are provided as Internet navigation tools only. We disclaim 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.
  - d. We are not responsible for any damages your business may suffer. We do not make implied or written warranties for any of our services. We deny 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 us.
  - e. It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.
17. **Responsibility for Content:** You, as the customer, are solely responsible for the content stored on and served by your server.
18. **Windows Servers:** Requirements for using Microsoft software. Subscribers are prohibited from allowing more than five (5) authenticated users of the Microsoft Windows Server Operating Systems under Microsoft licensing terms and could create liability issues with Microsoft if violated.

Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the Software Products.

We may provide you access to other third party software and/or services ("Third Party Products ") through reseller relationships we have established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Customer understands that product support for Third Party Products is provided by us and not by the Third Party Vendor. Neither us nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. Customer expressly acknowledges and agrees that use of third party products is at customer's sole risk and such third party products are provided "as is" and without representation or warranty of any kind from us or any third party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither us nor any third party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to

use any third party product. Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third party products and that customer shall be fully liable to third party vendors and us with respect to any improper use of such third party products or violation of license agreements with them and/or applicable end user subscriber agreements.

19. **Abuse Towards Our Staff or Network Staff:** Abuse Towards our staff or our network staff will not be tolerated, If you use foul language, threaten us, or anything we may find offensive, we may suspend your account, or if we decide it needs to be delete it and offer no refund. Per Our AUP and TOS, We offer No Refunds.