

WebbIT Usage Policy

This User Agreement "Agreement" is an agreement between WebbIT, and the party set forth in the related order form incorporated herein by reference (together with any subsequent order forms submitted by Customer, the "Order Form", and applies to the purchase of all services (collectively, the "Services") ordered by Customer on the Order Form. Such party is referred to in this Agreement as "Customer" or "you". PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE BUTTON ON THE ORDER FORM, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WebbIT's USAGE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

WebbIT reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by WebbIT. Activation of the Services shall indicate WebbIT's acceptance of this Agreement. Subject to the terms and conditions of this Agreement and those stated in the Services and Hosting Agreement, WebbIT will provide to Customer the Services selected by Customer set forth on the Order Form.

Content Restrictions

All services or service platforms provided by WebbIT can only be used for lawful purposes.

Transmission, storage, or presentation of any information, data, or material in violation of any United States federal, state, or local law is strictly prohibited. This includes but is not limited to copyright or trademark material and material protected by trade secret.

Pornography, nudity, and sex-related merchandising are prohibited on ALL WebbIT servers. This includes sites that may infer sexual content; links to such adult content elsewhere are also prohibited.

Sites that promote any illegal activity, such as Warez sites, are prohibited on ALL WebbIT servers. Actual files, including but not limited to pirated software, hacker programs and cracks files, are strictly prohibited from being stored on ALL WebbIT servers. MP3, Mpeg or any other audio or video formats produced for Internet delivery can only be stored /delivered on and through WebbIT servers when written authorization from the author has been obtained and on file with web site administrator. Such written authorization may be requested as proof of authorization to store and deliver content. Remittance of requested authorization must be provided within 24 hours of said request.

Examples of unacceptable content include, but are not limited to the following: Pirated software, Hacker programs or archives, illegal MP3 files or archives.

WebbIT reserves the right to remove any material from Customer's web space that is deemed unacceptable by us at any time.

WebbIT reserves the right to terminate Customer's account without refund at our discretion if said material is discovered. WebbIT is the sole arbiter as to what constitutes a violation of the above provisions.

Customers shall not utilize the WebbIT servers for the purpose of providing Streaming Audio or Streaming Video without prior written consent. Discovery of accounts that provide streaming content shall result in the immediate termination of the Customers account. WebbIT shall make the determination of what constitutes streaming content and whether or not the activity is a violation of the Usage Policy. An addendum to this Usage Policy will be provided to those customers authorized to provide Audio or Video Streaming. Anyone with out the Streaming Addendum is subject to various measures. Any of which included suspension or termination of Customer account.

CGI Application Restrictions

Customers are allowed to freely install CGI applications; however, WebbIT reserves the right to disable any application that unreasonably effects or interferes with CPU usage, opens up Vulnerabilities to hacks or Spam. This may be a result of scripts that have not been maintained or up-to-date versioning. Customer is responsible for every script they employ, ensuring that every script they use is current in it's available/released version. It will be up to our discretion whether to terminate the scripts use, removal of script or termination of account.

Customer will not install Customer's own Chat room of any kind, with out WebbIT's ability to first review. The "EntropyChat" service will be discontinued and no longer offered as it is currently known to have exploits for Spammers.

Spam Policy

WebbIT servers may not be the source, intermediary, or destination address involved in the transmission of Spam, Spam-ware and other Spam Software, flames, or mail bombs. Customer's domain or IP may not be referenced as originator, intermediary, or reply-to address in any of the above. This includes services that are managed or used on our server and outside servers. This includes personal and business computer that have become infected with viruses that use the personal or business computer to send Spam, where such Spam is sent through our server or references our server in any way.

This also includes email sent in response to Web Robots, Individuals or other mechanisms used to forge reply or User addresses of people signing up for services, Mailing Lists, Bulletin boards, Forums or Customer Email Services. It remains the responsibility of Customer to maintain a current, up-to-date and accurate list of client/subscriber email addresses ensuring that any and all email being sent through such services (Mailing List, Bulletin Board, Forum or Newsletter) are current and good addresses for Customer Site clients desiring such information. When notified that such addresses become no longer "good" through Mail Delivery Failure Messages, Customer will remove such address from Mailing List, Bulletin Board, Forum or Newsletter. It is also in Customers best interest to have instituted a "Verification Number" display and input field to alleviate Robot form submissions in all forms including Mailing List, Bulletin Board, Forum or Newsletter inclusion.

WebbIT considers Spam to be any unsolicited message in the mediums of news groups, forums and/or e-mail. Including and not limited to email sent to forged email addresses used when Robots, Automated systems or individuals or services sign up for Customer services.

The actions stated above can not be tolerated. ISPs continue to modify their email policies making hosting companies like WebbIT responsible for any and all email sent by and through WebbIT or Customer services. Violations will result in the immediate deactivation of services without refund of any kind. Furthermore, a fine

of one-hundred (100) US dollars will be imposed for each spam policy violation. WebbIT is the sole arbiter as to what constitutes a violation of the above provisions. Furthermore any cost that WebbIT incurs as a result of said above actions will be the sole responsibility of Customer. WebbIT will also charge \$50.00 an hour where its efforts of mitigation and ISP resolution efforts are a direct result of said Spamming offense.

Customer continues to be responsible for all email that is sent via Forums, Boards, Newsletters and Lists.

Server Abuse and Resource Limitations

No site may use more than 15% of the total server output at any given time.

Any attempt to undermine or cause harm to a WebbIT server or another WebbIT Customer is strictly prohibited.

Any attempt to undermine any WebbIT web site or a web site of another WebbIT Customer is strictly prohibited and may result in immediate termination of services rendered by WebbIT without refund. WebbIT is the sole arbiter as to what constitutes a violation of the above provisions. A fine of five-hundred (500) USD, less where restricted by law, may be implemented for intentional server abuse.

Services to all server customers are monitored daily. If customer services exceed current service level (paid services) customer will be provided the opportunity to upgrade their service package or reduce their usage. If commitment has not been reached to reduce customer usage or an upgrade of services have not been coordinated WebbIT will suspend services. The timing of this suspension is subject to WebbIT's sole convenience and discretion.