



HOSTDRIVE.COM
401 HOST DRIVE
LAKE GENEVA, WI. 53147

TEL: 262-248-6759 FAX: 262-248-6959 EMAIL: JER@MIA.NET

Colocation Service Description

HostDrive.Com's Co-Location service is aimed at those companies and individuals wishing to place their server(s) at our facilities to connect to the Internet through our connection point. As such, we expect you to have your machine ready to be plugged into our hub at installation time.

Our assistance is limited to the installation which does not go beyond providing placement on our shelf, raw power source and UPS and an Ethernet port on our hub.

We expect for you to have your server ready to go upon connection. Our facilities will be available for installations during regular business hours, Monday through Friday, 10AM-6PM unless other arrangements are made. At all times we can be reached via pager, e-Mail or Phone in the event of emergencies.

HostDrive.Com, under this agreement does not provide troubleshooting or maintenance for your server with the exception of performing hardware reboots. Maintenance is completely the responsibility of the company or individual buying this service.

In the event that you require consulting, troubleshooting, maintenance, software/hardware installation or upgrades or other services, HostDrive.Com will be pleased to develop a proposal to meet such needs. In general these services can be based on a per-project or per-hour basis. Please ask your us for a quote, or refer to current hourly technical service pricing.

Terms of Service (TOS)

IMPORTANT NOTICE: *All Payments To HostDrive.Com (HostDrive.Com) Are Non-Refundable*

HostDrive.Com ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of HostDrive.Com Service constitutes acceptance and agreement to HostDrive.Com's AUP as well as HostDrive.Com's TOS (Terms of Service).

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

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

Disclosure to Law Enforcement: The AUP 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 HostDrive.Com 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. Subsequent payments are due on the anniversary date of the month for that month's service. All accounts and services provided by HostDrive.Com are subject to the current tax rate as imposed by the State of Wisconsin, County of Walworth, which is currently 5.5%. 100% of the monthly service charge is subject to the 5.5% tax rate for Wisconsin State residences and or businesses only. 100% of the setup fee is subject to the 5.5% tax rate. The above applies to all accounts and services provided by HostDrive.Com.

Payments and Fees: Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on accounts that reach 15 days past due. Service interrupted for nonpayment is subject to a \$200 reconnect charge. Accounts not paid by due date are subject to a .21% finance charge with minimum charge of \$2.50 and a maximum charge of \$999.00. Accounts that are not collectible by HostDrive.Com 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. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. Returned check fees are assessed at \$35.00 per incident. Future payments may be required in another form as a result of returned checks.

Refund and Disputes: All payments to HostDrive.Com are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in HostDrive.Com's sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay HostDrive.Com an "Administrative Fee" of not less than \$50 and not more than \$150.

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: Requests for canceling accounts may be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to:

HostDrive.Com Attn: Cancellations
401 Host Drive
Lake Geneva, WI 53147

Or you may call 262-248-6759 or fax the cancellation request to 262-248-6759.

HostDrive.Com.net's preferred method of cancellation is via written form.

Please include your name, company name, address, phone number and account name or username. State the reason and dates for your 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.

New Domain Accounts: All new webhosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days. If the new domain is registered by the account holder, there will be no handling fee. If the domain is registered by HostDrive.Com on behalf of the account holder a handling fee will be incurred.

Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to HostDrive.Com 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 HostDrive.Com 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: HostDrive.Com, provides 24 x 7 email based 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: HostDrive.Com provides support related to your server or virtual site physical functioning. HostDrive.Com does not offer tech support for application specific issues such as cgi programming, html or any other such issue. HostDrive.Com does not provide technical support for YOUR customers. If you can email, we encourage you to email support@HostDrive.Com for assistance. If you are able to get online and have other questions, the answers may be on our home page at <http://www.HostDrive.Com/support/> - 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 calling tech support.

SPAM and Unsolicited Commercial Email (UCE): HostDrive.Com takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of HostDrive.Com may not use or permit others to use our network to transact in UCE. Customers of HostDrive.Com 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 HostDrive.Com's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, HostDrive.Com will initiate an immediate investigation (within 48 hours of notification). During the investigation, HostDrive.Com may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, HostDrive.Com may, at its sole discretion, restrict, suspend or terminate customer's account. Further, HostDrive.Com reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. HostDrive.Com 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 \$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 HostDrive.Com 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 HostDrive.Com 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.

Network

IP Address Ownership: If HostDrive.Com assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to HostDrive.Com, and Customer shall have no right to use that Internet Protocol address except as permitted by HostDrive.Com in its sole discretion in connection with the Services, during the term of this Agreement. HostDrive.Com shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by HostDrive.Com, and HostDrive.Com 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"). HostDrive.Com will monitor Customer's bandwidth and disk usage. HostDrive.Com 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 HostDrive.Com's sole and absolute discretion. If HostDrive.Com 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. In the event that a customer exceeds the included allocation, HostDrive.Com may, at its sole discretion, collect a deposit, in an amount determined by HostDrive.Com, against customer's credit card on file with HostDrive.Com.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the HostDrive.Com Network. Violations of system or network security may result in civil or criminal liability. HostDrive.Com 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:

HostDrive.Com is 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.

First violation: Any User, which HostDrive.Com 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 HostDrive.Com's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that HostDrive.Com 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: HostDrive.Com reserves the right to suspend network access to any customer if in the judgment of the HostDrive.Com 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 HostDrive.Com 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.

HostDrive.Com reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of HostDrive.Com 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: HostDrive.Com wishes to emphasize that in agreeing to the HostDrive.Com Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies HostDrive.Com for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to HostDrive.Com or the bringing of any claim against HostDrive.Com by any third-party. This means that if HostDrive.Com is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against HostDrive.Com, 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.

HostDrive.Com takes no responsibility for any material input by others and not posted to the HostDrive.Com Network by HostDrive.Com. HostDrive.Com is not responsible for the content of any other websites linked to the HostDrive.Com Network; links are provided as Internet navigation tools only. HostDrive.Com 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.

HostDrive.Com is not responsible for any damages your business may suffer. HostDrive.Com does not make implied or written warranties for any of our services. HostDrive.Com 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 HostDrive.Com.

It is absolutely forbidden to host pornographic content or IRC servers on Colocated Server Accounts. Colocated Server Accounts found hosting this material will be subject to immediate cancellation without refund.

Responsibility for Content: You, as HostDrive.Com's customer, are solely responsible for the content stored on and served by your HostDrive.Com server.

Acceptable Use Policy (AUP)

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

Use of HostDrive.Com Service constitutes acceptance and agreement to HostDrive.Com's AUP as well as HostDrive.Com's TOS (Terms of Service)

IMPORTANT NOTICE: *All Payments To HostDrive.Com (HostDrive.Com) Are Non-Refundable*

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. HostDrive.Com 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 AUP may result in the suspension or immediate termination of either your HostDrive.Com account or other actions as detailed in Section 3 WITHOUT PRIOR NOTICE.

This document is intended to provide a basic understand of HostDrive.Com's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of HostDrive.Com'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

HostDrive.Com intends to provide its customers access to everything the Internet has to offer. While the HostDrive.Com is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the HostDrive.Com and the Internet and cannot be permitted under the guise of free speech. The resources of the HostDrive.Com 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 Colocated rack or virtual site to publish material, which HostDrive.Com.Net 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 HostDrive.Com 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@HostDrive.Com.net.

VIOLATIONS OF HostDrive.Com ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

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

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

Fraudulent activity: Use of HostDrive.Com 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 HostDrive.Com 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 HostDrive.Com account.

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.

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 HostDrive.Com account.

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

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

Copyright or trademark infringement: Use of the HostDrive.Com 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 HostDrive.Com 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 HostDrive.Com service for any activity which affects the ability of other people or systems to use HostDrive.Com 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. HostDrive.Com 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 HostDrive.Com services could result in suspension service.

Third Party Accountability: HostDrive.Com 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 HostDrive.Com Virtual Accounts: 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.

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 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. HostDrive.Com 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

HostDrive.Com 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 which negatively impact other customers or the performances of HostDrive.Com systems or networks. HostDrive.Com reserves the right to terminate or limit such activities.

REPORTING VIOLATIONS OF HostDrive.Com AUP

HostDrive.Com requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@HostDrive.Com.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. HostDrive.Com 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

Billing Terms (BT)

The person or organization signing this Internet Services Subscription Agreement and HostDrive.Com, agree to the following terms and conditions:

1. Fees. Subscriber/Organization agrees to pay all the fees as set forth by agreement with HostDrive.Com for standard or modified Internet programs. Install fees are nonrefundable.

2. Payment/Non-payment

- All accounts must be paid in full prior to activation.
- Accounts are billed monthly, quarterly, annually, depending on your plan.
- Monthly Accounts will be billed in advance for services starting on that day and billed monthly from the start date of service.
- Quarterly Accounts will be billed for 3 months in advance and billed quarterly thereafter.
- Annual Accounts will be billed one year in advance and yearly thereafter.
- All Payments are made by: Cash, Check, or Wire transfer. Please make checks payable to: HostDrive.Com.
- All Accounts will be continuously billed and maintained until the subscriber/organization chooses to terminate said account.
- Invoices will be transmitted by via Email unless otherwise specified
- Payment Due on the Invoice Due Date
- Failure to pay a bill within 10 days of the due date, or issuing bad checks, etc., will result in a freeze on the delinquent account until the payment clears.
- Frozen accounts will still be active and able to receive e-mail or other forms of transfer, but will be inaccessible to the account holder for the duration of the freeze.
- Any account which remains frozen for more than one month will be terminated.
- If your account has been disabled, you must call to be re-enabled and commit to sending payment immediately, at which time the account will be re-enabled for 3 days to allow for mail transit of the check, or wire transfer
- If payment is not received within that three days, the account will stay disabled until payment is received, no exceptions.
- Payment not received for back fees will be deleted and turned over to a collection agency after a period of 60 days.
- Subscriber agrees to pay the cost of collection of any unpaid charges due under the terms of Agreement, including reasonable attorney's fees and expenses.
- Support is not available for accounts with open balances.
- A interest charge of 21% will be accessed for late payments.
- Returned check fee \$ 35.00

3. All account holders with HostDrive.Com must be at least 18 years or older. Accounts may be formed in the name of a younger subscriber with the expressed signed, written consent of a parent or guardian, that parent or guardian is then solely responsible for the terms of the subscriber contract in full.

4. Only the Subscriber/Organization signing this Agreement is allowed access to an account established for that subscriber/organization; service will be disconnected to accounts used by persons other than subscriber/organization. Subscriber/Organization agrees to access the Internet system for lawful purposes only and to comply with rules and regulations established by other networks via the system supplied by HostDrive.Com

5. Transmission of material in violation of any state or federal regulation is prohibited, including copyrighted material, material legally determined to be threatening or obscene, or material protected by trade secret (yes this includes Warez, pirated software, and pornographic material. HostDrive.Com reserves the right to withhold and/or remove World Wide Web pages or any and all other materials on our systems sponsored by the Subscriber/Organization if they contain any of the aforementioned items.

6. HostDrive.Com reserves the right to cancel Agreement at anytime without penalty.

7. HostDrive.Com makes no warranties of any kind, either expressed or implied, for the services it provides. HostDrive.Com specifically denies any responsibility whatsoever for the accuracy or quality of information obtained through its services, and use of information is at risk of Subscriber/Organization. Subscriber/Organization agrees to indemnify and hold HostDrive.Com not responsible for any use by Subscriber/Organization and/or its employees which constitutes an illegal activity. HostDrive.Com is further not responsible for the contents of its users homepages and or illegal, obscene or harmful material. Under no circumstances is HostDrive.Com responsible for the status, altered or current, of any data stored or transmitted in any of its facilities. Subscriber/Organization agrees to indemnify and hold not responsible HostDrive.Com from any claims resulting from use of service which causes damage or loss to the Subscriber/Organization, or any other party, including, but not limited to loss of data resulting from delays, nondelivery of information, or service interruptions. In addition, the subscriber understands that the use of HostDrive.Com facilities includes the possible risk of a damaging event such as weather, electrical surge, theft, line failure, viruses that you get, or other acts of God that could affect data or access availability. HostDrive.Com is not liable for any losses caused by such events or occurrences.

8. HostDrive.Com shall issue a password to Subscriber/Organization to preserve confidentiality. Subscriber/Organization is responsible for protection of the password and agrees to indemnify and hold HostDrive.Com not responsible for any damages resulting from an account password compromised by a Subscriber/Organization. HostDrive.Com agrees not to cause a breach of the confidentiality of information passing through its services, except by court order, but reserves the right to view confidential information only when necessary to troubleshoot and correct any network/hardware problems associated with the Subscriber/Organization's device/s.

9. TERMINATION LIABILITY: If Customer disconnects a service prior to the committed term length, the lessor of the following two options will apply: 1) The termination liability charge shall equal twenty percent (20%) of the remaining term. or 2) The termination liability charge is equal to the difference between the monthly rate for the selected term plan and the monthly rate for the longest term plan that could have been satisfied prior to cancellation of the service. This rate will be multiplied by the actual number of months the service has been in service."

10. CONTRACT DURATION: This is a 12 month contract.

This Agreement is governed under the laws of the State of Wisconsin. If any provision of Agreement is held to be invalid, illegal, void, or for any other reason unenforceable, that provision shall be severed without affecting the remaining provisions, and the remaining provisions shall remain in full force and effect.

This Agreement supersedes any and all previous representations, understandings or agreements.

This agreement is for Server Colocation. Additional IP Addresses, Servers, Connections, and or Transfers, are available, and will be billed accordingly and in addition to the current contract.

HostDrive.Com reserves the right to revise, amend, or modify this AUP, TOS (Terms of Service), BT (Billing Terms) 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) and not less than 30 days.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

Company Name: _____

Contact: _____

Phone Number: _____

Fax Number: _____

eMail: _____

Address: _____

City: _____

Zip Code or Country Code: _____

State: _____

Country: _____

Client Signature: _____ Date: _____

HostDrive.Com _____ Date: _____
(signed by an officer or authorized agent of said client)