

ACCEPTABLE USE POLICIES

ACCESS TO BEWARE OF THE DOG WEBSITE HOSTING SERVICES IS PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Warranties/Disclaimers

Beware Of The Dog Website Hosting service, a wholly owned division of Beware of The dog, is provided on an "as is, as available" basis. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to Beware Of The Dog Website Hosting or any information or software therein. You release Beware Of The Dog Website Hosting from, and Beware Of The Dog Website Hosting shall have, no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use the Beware Of The Dog Website Hosting services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by you even if the same is caused by Beware Of The Dog Website Hosting's own negligence. Without limiting the generality of the foregoing, Beware Of The Dog Website Hosting disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or the Beware Of The Dog Website Hosting services. In no event shall Beware Of The Dog Website Hosting's aggregate liability exceed the amount paid by you to Beware Of The Dog Website Hosting for the Beware Of The Dog Website Hosting services. Use of any information obtained via Beware Of The Dog Website Hosting internet service is at the user's own risk. Beware Of The Dog Website Hosting specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.

2. Security

The Customer is responsible for all use of Customer's accounts and confidentiality of passwords, including choosing safe passwords and ensuring file protections are set correctly.

Beware Of The Dog Website Hosting will suspend access or change access to Customer's account(s) immediately upon notification by Customer that Customer's password has been lost, stolen or otherwise compromised. Beware Of The Dog Website Hosting is not liable for any usage and or charges prior to Beware Of The Dog Website Hosting making the necessary account alteration. Electronic mail on this system is as private as we can make it. Beware Of The Dog Website Hosting customers are reminded that no computer system can be considered as safe from intrusion. Email may pass through many computer systems, and should not be considered a secure means of communication unless encrypted, and even encrypted information is only as secure as the encryption method utilized.

3. Personal Files

Beware Of The Dog Website Hosting provides backups of all virtual hosting clients backups are processed daily/weekly, while Beware Of The Dog Website Hosting does provide and maintain backups of customer data we urge our customers to also maintain a local backup copy of your website data at all times, events which could cause loss of client data such as terrorist activity, acts of god and other unknowns are sufficient cause for all clients to maintain a local backup copy at all times.

Beware Of The Dog Website Hosting is not responsible for Customer's personal files residing on Beware Of The Dog Website Hosting equipment. Customer is responsible for independent backup of Customer's data that is stored on Beware Of The Dog Website Hosting equipment. Beware Of The Dog Website Hosting reserves the right to delete Customer 's personal files after one or both parties terminate the service agreement between Beware Of The Dog Website Hosting and Customer.

Web-bots - Irc or any other form of bot is unacceptable and grounds for immediate account termination unless agreed prior to use.

File securities, file scrambling, cgi security enforcements requiring excessive lookups or data manipulation is not permitted.

4. Non-Transferability of Account

The right to use Beware Of The Dog Website Hosting internet service is not transferable. Use of Beware Of The Dog Website Hosting accounts is expressly limited to the individual or business whose name appears on the account and dependents of the account holder living at the same address. A Customer may use no more than one log-in session per account at any time. If a Customer has multiple accounts, the Customer is limited to one log-in session per account at any time.

5. Network Address

Ownership of any network address assignments issued by Beware Of The Dog Website Hosting (i.e., Class C address space) are the property of Beware Of The Dog Website Hosting and are considered to be loaned to its customers. In the event service with Beware Of The Dog Website Hosting is discontinued for any reason, such addresses will revert to Beware Of The Dog Website Hosting.

6. Compliance with all Laws

Customer agrees to use the service in a manner consistent with any and all applicable federal and international laws as well as those governing the State of Texas from which we operate our

servers.

Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. Customer agrees that any material to be reproduced or transmitted on Beware Of The Dog Website Hosting service through Customer 's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening. Software intended to facilitate any such violations or infringements may not be stored on Beware Of The Dog Website Hosting. Customer shall defend, indemnify and hold harmless Beware Of The Dog Website Hosting from and against any claims, liabilities and expenses, including attorneys fees, resulting from Customer's use of the Beware Of The Dog Website Hosting service or Customer's account in an unlawful manner or otherwise in violation of or contrary to Customer's Agreement with Beware Of The Dog Website Hosting or Beware Of The Dog Website Hosting's Acceptable Use Policies.

At Beware Of The Dog Website Hosting's discretion, Beware Of The Dog Website Hosting may revoke Customer's access to Beware Of The Dog Website Hosting services or accounts for inappropriate usage.

7. Unacceptable Conduct

The following types of conduct are grounds for immediate suspension of service pending investigation by Beware Of The Dog Website Hosting and may result in termination of the account(s) the investigation determines to have originated or transmitted these types of traffic. In addition, Beware Of The Dog Website Hosting reserves the right, where feasible, to implement technical mechanisms which block multiple postings by a Beware Of The Dog Website Hosting Customer as described in **(a)**, **(b1)** and **(b2)** below before such postings are forwarded:

(a) Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 20) or continued posting of articles which are off-topic (e.g., off-topic according to the newsgroup charter or the article provokes complaints from the regular readers of the newsgroup for being off-topic).

(b1) Sending unsolicited email will result in immediate hosting account suspension and or termination. This includes any spammed URL which is emailed from any network, ours or any other network which refers the contents of the email to any ip block associated with or in any way involving any network to which Beware Of The Dog Website Hosting operates. Upon completion of our investigation of any spam related complaints resulting in blacklisting of Beware Of The Dog Website Hosting network ip addresses and or any complaints of spam/UCE Beware Of The Dog Website Hosting shall levy fine in the amount of \$250.00 US dollars if it is the determination of Beware Of The Dog Website Hosting that the client is directly responsible for spamvertising/transmission of UCE with regard to any website hosted on Beware Of The Dog Website Hosting Network. Any additional costs and or litigation and attorney fees involved with a

spam complaint will be the responsibility of the client and such costs will be recovered by Beware Of The Dog Website Hosting .

(b2) Any and all mail transmitted via Beware Of The Dog Website Hosting servers/network must have a valid existing return email address which belongs to the client. Under no circumstances will a forged return email address be allowed. This revision is necessary to comply with certain state laws prohibiting forged return email addresses.

(c) Engaging in either **(a)**, **(b1)** or **(b2)** from a provider other than Beware Of The Dog Website Hosting and using an account on Beware Of The Dog Website Hosting as a mail drop for responses, or to draw attention to a web site housed within Beware Of The Dog Website Hosting's networks.

(d) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and by Beware Of The Dog Website Hosting.

(e) Mail bombing, i.e., sending large volumes of unsolicited e-mail to individuals or to individual business accounts.

(f) Impersonating another user or otherwise falsifying one's user name in email, Beware Of The Dog Website Hosting postings, on Internet Relay Chat (IRC), or with any other Internet service. (This does not preclude the use of nicknames in IRC or the use of anonymous remailer services.)

(g) Privacy violations: Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

(h) Use of IRC bots or clone bots on Beware Of The Dog Website Hosting, whether on IRC servers controlled by Beware Of The Dog Website Hosting or by other parties. An IRC bot is a program, which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.

(i) Network unfriendly activity: Attempts to interfere with the regular workings of Beware Of The Dog Website Hosting's systems or network connections or which adversely affect the ability of other people or systems to use Beware Of The Dog Website Hosting services or the Internet, including, but not limited to:

(i1) Any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other Beware Of The Dog Website Hosting system;

(i2) Any use of this or any other Beware Of The Dog Website Hosting system as a staging ground to disable other systems.

(j) Spamming of your url to search engines or other indexes in an attempt to gain a more favorable position in the search engines and prompts a complaint from the administrators of the

search engine and/or index.

(k) Accounts which are found to be in violation of any of the above listed items a-j are subject to immediate account suspension and a minimal removal fee of \$25.95 {with exception to Article 7 (b(b1) Spam/UCE Please see above.} providing damages are not sought by the offenders target, should an entity seek damages against Beware Of The Dog Website Hosting, the account will be charged the full amount of damages and attorney fees and travel costs if any.

(l) Engaging in any hate group/site activity on our network is strictly prohibited, Beware Of The Dog Website Hosting does not condone nor will it tolerate the use of our network for promotion or engagement of any website involving itself or its owners in hate, racist or other acts which may be offensive to minority groups. Such activity will result in immediate account termination.

8. Right to Disconnect Non-Dedicated Accounts

Beware Of The Dog Website Hosting unlimited interactive usage dial-up connections are not intended to be full-time dedicated connections and will be disconnected after 25 minutes of inactivity. Customer agrees not to use any automatic method to avoid disconnection, to keep the connection active only when the Customer is actively using it, and not to provide public information services over the connection. Beware Of The Dog Website Hosting reserves the right to impose a restriction on accounts it deems to be in violation of these conditions.

9. Excess Utilization of System or Network Resources

Beware Of The Dog Website Hosting account descriptions in some cases may specify limits on bandwidth, CPU and disk utilization for certain types of Customers, and use up to these limits is included in the price for that type of Customer. In the event Beware Of The Dog Website Hosting determines that a Customer is exceeding the bandwidth, CPU and/or disk utilization limits, the Customer will be notified by email. If the excess use continues for more than 48 hours after such notification, the Customer may be requested to upgrade to a web hosting service agreement or to modify the activity creating the excess use. If excessive bandwidth, CPU or disk space utilization is determined by Beware Of The Dog Website Hosting to adversely affect Beware Of The Dog Website Hosting's ability to provide service for all customers, immediate action may be taken to alleviate the problem. In such event, the Customer will be notified by email as soon as practicable.

10. Compliance with Rules of Other Networks

Any access to other networks connected to Beware Of The Dog Website Hosting's internet service must comply with the rules for that other network as well as with Beware Of The Dog Website Hosting's rules.

11. Monitoring/Privacy

Beware Of The Dog Website Hosting reserves the right to monitor any and all communications through or with Beware Of The Dog Website Hosting facilities. Customer agrees that Beware Of The Dog Website Hosting is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for Beware Of The Dog Website Hosting employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. Beware Of The Dog Website Hosting also reserves the right to access a Customer's mailbox or other files stored on Beware Of The Dog Website Hosting systems to resolve system problems or mail system errors.

12. Cooperation with Authorities

Beware Of The Dog Website Hosting reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

13. Confidentiality of Personal Subscriber Information

Beware Of The Dog Website Hosting will not release a Customer's personal subscriber information, or Customer's billing information, to any third party except upon presentation of a valid court order of a government or other judicial or law enforcement entity within our jurisdiction. Customer agrees that Beware Of The Dog Website Hosting's judgment as to the validity of any court order of subpoena shall be considered proper and final.

14. Beware Of The Dog Website Hosting's Right to Suspend or Cancel Account

Beware Of The Dog Website Hosting reserves the right to suspend or cancel service to a Customer at any time and without notice, for any reason, including, but not limited to, refusal or failure to pay for services provided or by sole judgment of Beware Of The Dog Website Hosting that the Customer may be performing activities harmful to Beware Of The Dog Website Hosting or its Customers, employees, vendors, business relationships or any other users of the Internet.

Accounts are due on the due date {not the day after, not 3 days after}. If your account is not paid on the due date, a \$25.95 Late Payment fee will incur. If this period of time exceeds 2 calendar days, termination of your account will take place, and a \$25.00 Reconnection fee will be charged. The total fees for reconnection after 5 calendar days of non-payment will be \$50.95+unpaid balance of your account. Any payment instrument (i.e. check) not honored for any reason will incur at Dishonored Payment fee of \$35.00 plus the \$25.95 Late fee (if payment becomes overdue as a result) and the account will be suspended until full payment, including all applicable fees, is

made. Dishonored payments and related fees must be paid in full within 5 calendar days. If this period exceeds 5 calendar days, a \$25.00 Reconnection fee will be assessed, making the total fees for a dishonored payment instrument \$95.95. Files will be retained by Beware Of The Dog Website Hosting for a period of 30 days after which time no responsibility for them will be taken.

Be advised that unless prior arrangements have been made via jay@bewareofthedog.us that there can be no exception to this policy.

15. Right to Damages

Beware Of The Dog Website Hosting reserves the right to collect damages (software, hardware and man hours) if any harm is done to Beware Of The Dog Website Hosting, which requires repair or reconfiguration of any kind. This includes reimbursement of any and all costs, including reasonable legal costs, incurred in collection activities.

16. Other Remedies/Non-Waiver

Nothing contained in these policies shall be construed to limit action Beware Of The Dog Website Hosting may take or remedies available to Beware Of The Dog Website Hosting in any way with respect to any of the described conduct. Beware Of The Dog Website Hosting reserves the right to take any additional action(s) Beware Of The Dog Website Hosting may consider appropriate with respect to such conduct, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Beware Of The Dog Website Hosting service, and levying cancellation charges to cover Beware Of The Dog Website Hosting's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, Beware Of The Dog Website Hosting reserves at all times all rights and remedies available to Beware Of The Dog Website Hosting with respect to such conduct at law or in equity. Non-enforcement of any policy or rule herein does not constitute consent or waiver, and Beware Of The Dog Website Hosting reserves the right to enforce such policy or rule at its sole discretion.

17. Billing and Payments

Invoices for services billed monthly are submitted in advance. Invoices for single payment are submitted immediately. Customers will be invoiced directly by email. Access to your account may be restricted if any payment instrument is not honored for any reason. The Customer agrees to pay invoices immediately upon receipt and until the account is cancelled by written notification. Upon receipt in writing of an account cancellation any pre-paid months of service beyond the current billing period* will be refunded to the Customer and the Customer's account will be closed at the end of the current billing period. Account charges will be processed once per month on a regular schedule. If the invoice remains unpaid for 5 days after the invoice date your service will

be interrupted until payment has been received. Such interruption will not relieve the Customer from the obligation to pay monthly charges. Only a written request to terminate your service relieves you of your obligation to pay the monthly account charge. If a Customer pays by check and that check is returned unpaid for any reason, the account will be immediately suspended in default and you will be subject to a returned check fee of \$45.00. If you default on any payments due to Beware Of The Dog Website Hosting, you agree to pay Beware Of The Dog Website Hosting all reasonable collection expenses, including but no limited to, attorneys and collection agency fees. * If customer entered into a written term contract with Beware Of The Dog Website Hosting, the terms of the contract will take precedence over the above refund policy.

18. Cancellation of Services

How to cancel service with Beware Of The Dog Website Hosting. You may cancel service via your online client login control panel by clicking the link "*Client Manager*".

19. Beware Of The Dog Website Hosting's Right to Change Service

Beware Of The Dog Website Hosting reserves to right to change without notice the Beware Of The Dog Website Hosting service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors and services offered.

20. Beware Of The Dog Website Hosting's Right to Modify its Acceptable Use Policies

Beware Of The Dog Website Hosting may modify its Acceptable Use Policies upon notice published online via Beware Of The Dog Website Hosting. Customer's use of Beware Of The Dog Website Hosting services after such notice shall constitute Customer's acceptance of the modifications to these policies.

Revision Date: August 22, 2009 with notice submitted to all current clients.

Direct all inquiries to: jay@bewareofthedog.us