



Terms and Conditions

This WEB AND EMAIL HOSTING SERVICES AGREEMENT (the "Agreement") is by and between CT Technology Solutions LLC, a Connecticut limited liability company doing business as CTTechHosting.net ("CTTechHosting.net") and the Customer reading this document, ("Client").

CTTechHosting.net is an Internet Service Provider offering web and email hosting services in a shared hosting environment ("the Service"). Subject to the terms and conditions of this Agreement, CTTechHosting.net hereby agrees to provide the Service to Client for the Term and Pricing specified herein. CTTechHosting.net can make no guarantee that any given party shall be able to access the Service at any given time, but represents that it shall make every good faith effort to ensure that the Service is available as widely as possible and with as little service interruption as possible. To this extent CTTechHosting.net guarantees a service level of 99.99% uptime per calendar year. The service is considered to be up when our servers are properly responding to web requests (HTTP, HTTPS where applicable), SMTP email messages are being sent to valid email addresses and received emails can be read via the web mail service we provide. CTTechHosting.net expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. CTTechHosting.net specifically denies any responsibilities for any damages arising as a consequence of such unavailability. CTTechHosting.net will provide support primarily via email with limited phone support available 9am-5pm Eastern M-F. All efforts will be made to respond to support requests within 24 hours.

Client may only use the Service for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets. Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with the Service. CTTechHosting.net network resources used by Client may not be used to impersonate another person or misrepresent authorization to act on behalf of others or CTTechHosting.net. All messages transmitted by Client should correctly identify the sender. Client may not alter the attribution of origin in electronic mail messages or posting. Client must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

CTTechHosting.net may use and disclose the data derived from Client's use of the Service pursuant to this Agreement only (i) for CTTechHosting.net's reporting purposes consisting of the compilation of aggregated statistics about the Service that may subsequently be provided to customers, potential customers and disclosed to the general public; (ii) if required by court order, law, or governmental agency; and (iii) to the extent necessary to operate and manage the Service. The Terms and Conditions of this Agreement and information and data that either party has received or will receive from the other party about the Service and other matters relating to the respective businesses of the parties is proprietary and confidential information of the disclosing party ("Confidential Information"), including without limitation any information that is marked as "confidential" or should be reasonably understood to be confidential or proprietary to the disclosing party and any reference manuals compiled or provided hereunder. Each party agrees that for the Term and for two (2) years thereafter, it will not disclose to any third party nor use for any purpose not permitted under this Agreement any Confidential Information disclosed to it by the other party. The nondisclosure obligations set forth here shall not apply to information that the receiving party can document is generally available to the public (other than through breach of this Agreement by the receiving party) or was already lawfully in the receiving party's possession at the time of receipt of the information from the disclosing party.

Client is prohibited to take part in any of the following activities through the Service and engaging in any of these practices will result in termination of the Client's account and/or access to the Service: to post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists; to post to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list; to send unsolicited mass emailings to more than twenty-five (25) email users ("Unsolicited Commercial Bulk Email"), causing such unsolicited emailings to provoke complaints from any of the recipients; to engage in any of the foregoing activities using the service of another provider, but channeling such activities through a CTTechHosting.net account or with a CTTechHosting.net account as a mail drop for responses; or to use the CTTechHosting.net domain name or the domain name of any CTTechHosting.net affiliates to advertise any CTTechHosting.net Web site or service via Unsolicited Commercial Bulk Email. Nothing contained in this policy shall be construed to limit CTTechHosting.net's actions or remedies in any way with respect to any of the foregoing activities, and CTTechHosting.net reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from use of the Service.

CTTechHosting.net is not responsible for any Client content and the views expressed are the responsibility of the Client. CTTechHosting.net does not review Web pages in any way before they appear to the public and reserves the right to remove any page at any time without notice. CTTechHosting.net provides space for Web Pages and sites but makes no implied or express warranties about the reliability of these pages, nor is it responsible for any damage caused by loss of access to, or deletion or alteration of Web pages; Clients are responsible for monitoring and creating backups of their pages. The following is a non-exclusive list of actions and content that is prohibited on the Site: any use of copyrighted material without the express permission of the author or owner; pages that exploit the images of anyone under the age of 18; material that CTTechHosting.net deems to be grossly offensive, including clear expressions of bigotry, racism, or hatred; messages, Web pages, or communications of any kind that promote illegal activity; material that defames, abuses or threatens others; making available copyrighted software that has had the

copyright protection removed; making available serial numbers for software which can be used to illegally validate or register software; or making available tools that can be used for no purpose other than to remove copyright protection.

CTTechHosting.net may register domain names on behalf of Client and will invoice Client for registration fees. CTTechHosting.net claims no ownership of Client domain names that the Client has paid to register. Client agrees that CTTechHosting.net may be presented with information that Client's domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, Client agrees to the following: to hold CTTechHosting.net harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service ("DNS") hosting for Client's domain is hosted at or continued to be hosted at CTTechHosting.net; that CTTechHosting.net has the right to discontinue DNS in the event of such dispute over a Client's domain name; that should CTTechHosting.net discontinue DNS for Client's domain upon notification of such dispute, CTTechHosting.net will not be liable for any loss of business, interruption of business, loss of Client's domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if CTTechHosting.net has been advised of the possibility of such damages. Client agrees that a CTTechHosting.net contact person shall be named as the "technical or zone contact" for any domains hosted at CTTechHosting.net.

This Agreement will automatically renew for successive Terms unless canceled in writing by Client at least 30 days prior to the Term End Date. Renewal prices are subject to change with written notice and renewal of the Service by Client indicates agreement to such price changes. Renewal fees for the following Term will continue to be automatically charged to Client. Failure of Client to complete payment to CTTechHosting.net by the invoice due date is cause for removal of the Client's Web site files from the CTTechHosting.net hosting server. Client agrees that CTTechHosting.net shall not be held liable for such removal or disconnection. Refunds of renewal fees paid to CTTechHosting.net shall only be made for fully unused calendar months of the Service that the Client desires to cancel.

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Written notice may be by postal mail, email or fax transmission. CTTechHosting.net reserves the right to verify all cancellations before terminating service. Notwithstanding the above, CTTechHosting.net may immediately terminate service at any time, without penalty, if the Client fails to comply with any of the Terms and Conditions of this Agreement, and in such case Client shall not be entitled to any refund of any monies under any circumstances. Client may be liable for the following fees relating to termination when such termination is due to Unsolicited Commercial E-Mail: for each Unsolicited Commercial E-Mail reply message received at the Site: \$500 per copy; for each Unsolicited Commercial E-Mail sent via the Site: \$100 per copy; cleanup charge for service termination related to Unsolicited Commercial E-Mail: \$1000 per incident; administrative charge for redirection of "remove me" or other "abuse" messages related to forged headers in Unsolicited Commercial E-Mail: \$100 per message; and any legal fees or other costs incurred while dealing with such termination incident.

Client expressly agrees that use of the Service is at Client's sole risk. Neither CTTechHosting.net, its employees, affiliates, agents, merchants, licensors or the like, warrant that the Service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the CTTechHosting.net Service Agreement. Under no circumstances, including negligence, shall CTTechHosting.net, its officers, agents or anyone else involved in creating, producing or distributing CTTechHosting.net's Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the CTTechHosting.net Service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to CTTechHosting.net's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on CTTechHosting.net's Service. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

CTTECHHOSTING.NET DISCLAIMER. EXCEPT AS SET FORTH IN THIS AGREEMENT, CTTECHHOSTING.NET MAKES NO WARRANTIES OF ANY KIND TO ANY PERSON WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

Client represents and warrants at all times that Client is of full legal age and has the right and full power and authority to enter into this Agreement, to grant the rights herein granted and fully to perform its obligations hereunder. This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut, without regard to the principles of conflicts or choice of law of any jurisdiction. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the minimum extent necessary without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. No failure or omission by the parties hereto in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement nor create any liability if the same shall arise from any cause or causes beyond the control of the parties, including but not limited to the following which, for the purposes of this Agreement, shall be regarded as beyond the control of the party in question: acts of God, acts or omissions of any government or any rules, regulations or orders of any governmental authority or any officer, department, agency or instrument thereof; fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, Internet brown out, insurrection, riot, invasion, strikes, or lockouts. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. CTTechHosting.net may assign this Agreement and its rights and obligations hereunder to (a) a purchaser of substantially all of CTTechHosting.net's stock or business by sale, merger or otherwise and (b) an Affiliate of CTTechHosting.net.