



Suite 6/267, ICOM House

1/5 Irish Town

P.O.Box 561

Gibraltar

UK Tel: +44(0) 207 5588 276

US Tel: +1 (347) 706 1624

ES Tel: +34 952 89 30 20

E-Mail: info@cyberspace-internet.com

Web Site: <http://www.cyberspace-internet.com>

Hosting Agreement - Unlimited Hosting

TERMS OF SERVICE AND ACCEPTABLE USE POLICY

Cyberspace Group Services Ltd. (hereinafter called "the Company") provides Internet World Wide Web page hosting, Marketing, and Development. The Company has certain legal and ethical responsibilities consisting with the use of its server and equipment involved in these services.

Services:

The Company will provide domain name and shared Internet hosting services for its Clients as shown on the Company's web site www.cyberspace-internet.com from time to time.

The company provides web design facilities through nominated third parties.

Content:

All services provided by the Company may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United Kingdom, European, Canadian and United States Federal, Provincial/State or City law is prohibited.

This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secrets and other statutes.

The Company is not responsible for any claims resulting from the use of our service.

The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising are prohibited on any of the Company's servers. This includes sites that may infer sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to the Company's servers or any other server on the internet. Links to such materials are prohibited.

Hosting accounts may be terminated that include the following content or which have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity.

Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.

Displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers) or material that exploits children under 18 years of age

Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities

This also includes, but not limited to, hacker programs/archives, and Warez sites. The Company will be the sole arbiter as to what constitutes a violation of these provisions.



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Site Limitations:

To maintain the integrity of our shared hosting service the Company does not allow:

Sites with banners, graphics or cgi scripts running from their domain used on other domains. Sites with picture galleries (This is any site where 50% of the files transferred are graphics), Sites offering download files or archives. (This is any site where 50% or more of the monthly traffic is from file downloads). Sites using more than 30% of system resources for longer than 60 seconds. Sites running multimedia (QuickTime, Real Audio, Real Video, MP3).

Abuse of Unlimited Traffic:

The Company's customers are privileged to be offered unlimited traffic for their web sites. The intention of the Company is to provide a large space to serve web documents, not an off site storage area for electronic files.

All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on the Company's server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of the Company management.

Any customer who violates the Company's Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

Server abuse:

Any attempts to undermine or cause harm to any of the Company's servers or any customer of the Company is strictly prohibited.

Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailings, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by the Company to be unacceptable use of the Company's services including abuse of server resources.

Abuse of SMTP Mail Server

We do not allow clients to send more than 2000 pieces of e-mail per day from a shared hosting account. If you do send more than 2000 pieces of e-mail per day, your account will be placed on hold for Network Abuse.

If you are sending legitimate e-mails and they total more than 2000 per day your account will be moved to a special server that is specifically designed to handle high volumes of e-mail.

You will be charged £50.00/month in addition to your regular hosting charges if your account is moved to this server.

Please contact tech@cyberspace-internet.com to have your domain moved.

Unauthorized use of other people's accounts or computers:

The Company will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning, phishing etc.

Any unauthorized use of accounts or computers by a Company customer, whether or not the attacked account or computer belongs to the Company, will result in action against the attacker.

Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.



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Background running programs:

The Company allows programs to run continually in the background. These are considered on a one to one basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

CGI Scripts:

Each shared web hosting account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal shared server operation without prior warning. (this section does not apply to managed dedicated servers).

Chat Rooms and IRC:

We do not allow clients to install their own chat rooms within a shared hosting account, without approving it with the Company Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. We currently do not allow IRC or IRC bots to be operated on our servers.

IP Address Ownership

The Company shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by the Company and the Company reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from any of the Company's servers or using an email address that is maintained by the Company is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. The Company will be the sole arbiter as to what constitutes a violation of this provision.

This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.

Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.

Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").

Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.

Note: If you use the services of another provider to promote a web site hosted by or through the Company (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

The Company takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.



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Static / Dynamic Content Caching:

You expressly (i) grant to the Company a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by the Company under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

Refusal of Service:

The Company has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined in this document.

We reserve the right to refuse or cancel service at our sole discretion which includes non-payment or delinquent accounts.

Intellectual Property Rights

Material accessible to you through the Company's services may be subject to protection under the United States or other International copyright laws, or laws protecting trademarks, trade secrets or proprietary information.

Except when expressly permitted by the owner of such rights, you must not use the Company or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Company network.

If you use a domain name hosted by the Company or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the Company network with an 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 the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy.

Customers may not attempt to interfere or deny service to any user, host, or network.

This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network.

The Company 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. Users who violate system or network security may incur criminal or civil liability.

Electronic Commerce:

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation:-

(a) the accuracy and appropriateness of content and materials appearing within the store or related to your products,
(b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and

(c) ensuring that the content and materials appearing within the store or related to your products are not libellous or otherwise illegal.

You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer enquiries or



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complaints arising therefrom.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

Payment:

Payment is due in advance for all services, according to the latest pricing structure published at www.cyberspace-internet.com. In the event of the Customer requiring additional services or upgrades, payment will be required in advance from the date of request.

Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. The Company reserves the right to change prices at any time, unless other terms have been agreed upon.

If regular payments are not received within 5 days of the due date, the Company reserves the right to cancel the account and take any action necessary to recover the outstanding debt. A service charge of €10 will apply for each day that the account remains unpaid.

Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is automatically subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies the Company at cancel@cyberspace-internet.com to request for termination of services.

All payment is in Sterling currency. The Company will bill each client £50 per returned check, per wire transfer received and per credit card chargeback received.

All the Company accounts are set up on anniversary billing cycles. Your particular billing cycle corresponds to the contract length that was initially chosen at setup. Your account will automatically renew at this length.

There is no fee to change to a shorter billing cycle at the end of the current cycle.

However, if you wish to change to a shorter billing cycle, during a current cycle, there will be a €50.00 setup fee.

Please contact the billing department at billing@cyberspace-internet.com should you wish to change your anniversary billing cycle.

Cancellation

The Company reserves the right to cancel service at any time.

All fees paid in advance of cancellation will be pro-rated and repaid by the Company if the Company institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

All of the Company's web hosting plans are backed by a 30 day money back guarantee.

If you are not completely satisfied with our services or support within the first 30 days of your contract, you will be given a full refund of the contract amount excluding setup fees, domain registration fees, add-on/upgrade fees and overages.

Setup fees are refundable only if the account order is cancelled prior to account activation.

For all web hosting clients who cancel, the full contract amount less any setup fees and overages will be refunded if the Company is notified within the first 30 days following activation.



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No refund is available after the 30th day. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional pop accounts, domain registration fees etc.

Due to security concerns, all account cancellations must be done via an e-mail to cancel@cyberspace-internet.com. Phone requests will not be accepted. Refunds will be made by company check or issued back to your credit card within 30 days of receipt of cancellation.

Privacy Policy:

The Company follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.

Indemnification:

Customer agrees that it shall defend, indemnify, save and hold the Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against the Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

Customer agrees to defend, indemnify and hold harmless the Company against liabilities arising out of:- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with the Company server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement and (4) any defective products sold to customer from the Company's server.

Lawful Purpose:

The Company reserves the right to refuse service to anyone. Customers may only use the Company server for lawful purpose.

Transmission of any material in violation of any International, Federal, State or Local regulation is prohibited.

This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets.

The designation of any materials as such described above is left entirely to the discretion of the Company management.

Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in Gibraltar, and any dispute will be litigated or arbitrated in Gibraltar.

Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Gibraltar courts.

IN NO EVENT SHALL THE COMPANY'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (£500.00) POUNDS.

Disclaimer:

The Company will not be responsible for any damages your business may suffer. The Company makes no warranties of any kind, expressed or implied for services we provide.

The Company disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by the Company and its employees.

The Company reserves the right to change or update policies without notice. If any terms or conditions are failed to be followed the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason the Company sees fit.



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By signing up for our web hosting services, you agree to the above statements.

Domain Name Registration

Customer agrees to pay the Company prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the Company price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration.

All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term.

The Company reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an email from The Company to the email address indicated in Customer's registration application.

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by the Company) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to the Company as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase.

The Company will reinstate Customer's domain name registration solely at the Company's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Entire Understanding:

The agreement contained in the Contract constitutes the sole agreement between the Company and the client regarding its web development services. The Company will be the sole arbiter as to what constitutes a violation of the terms of this agreement.

Violation of the terms in this agreement will result in the immediate deactivation of your hosting and/or email services with no refund. This agreement becomes effective only when signed and payment is received from the client or client representative. It shall be governed and construed in accordance with all Local, Provincial, Federal and International laws.

Law:

This contract shall be governed by English Law.

By clicking on the web site "Buy It" button or otherwise tendering payment for the services the Parties hereby agree to the Terms & Conditions as shown above