

# iVIEW Hosting, Inc.

## Terms of Agreement

1. These Terms of Agreement supersede all previous representations, understanding, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. This agreement may not be modified except by in writing. By accepting this account the subscriber agrees to be bound by these Terms of Agreement. iVIEW Hosting, Inc., the (“Service”) reserves the right to modify these rules at any time by publishing the modified rule(s) over the service. The subscriber certifies that he/she is at least 18 (eighteen) years of age.
2. Internet connections provided by iVIEW Hosting, Inc. and all other services provided to the subscriber by iVIEW Hosting, Inc. may only be used for lawful purposes. Transmission and/or storage of any information, data or material in violation of any U.S. Federal or state regulation or laws are prohibited. This includes, but not limited to, material protected by copyright, trade secret or any other statute, threatening material and/or obscene material.
3. Copyrighted material must not be placed on the Service without the permission of the owner(s) or person(s) they specifically authorize. Only the owner(s) or such authorized person(s) may upload copyrighted material to the “Service”. Subscribers may download copyrighted material for their own use except as expressly provided by copyright law. Copying, redistribution, or publication must be with the express permission of the owner(s) or such authorized person(s). Any subscriber may upload public domain programs to the service. Any subscriber may download public domain programs for their own use or non-commercially redistribute a public domain program. Subscriber assumes all risks regarding the determination of whether a program is in the public domain.
4. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email. Furthermore, unwanted emails to any iVIEW Hosting, Inc. customer must cease and desist upon request by any party. Failure to do so will result in detailed documentation being sent to your upstream providers and, if necessary, the blockage of ALL NETWORK traffic to and from your iVIEW Hosting, Inc. account.
5. Harassment of or by iVIEW Hosting, Inc. customers, whether through language contained therein, frequency of, or size of messages is strictly prohibited.

6. Customers are explicitly prohibited from sending unsolicited bulk mail messages, AKA (“junk mail” or “spam”). This includes mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. In addition, the sending of such “junk mail” or “spam” to any iVIEW Hosting, Inc. customer is also strictly prohibited. The same inclusions and limitations apply for incoming “spam”. Our networks are not yours or your customers’ personal advertising medium. Most of the unsolicited bulk email (UBE) we receive looks dishonest. You may be aware that a growing number of ISP’s are blocking incoming mail from “spam” domains, and almost all have a “Zero Tolerance Policy” that coincides with that of iVIEW Hosting, Inc.

- **\$15,000.00 fine for attacks on the network infrastructure, whether belonging to iVIEW Hosting, Inc. or to other entities on the Internet. Including, but not limited to: insertion of bogus routing information into any network regardless of routing protocol, sending of bogus TCP SYN packets (SYN flooding) to ANY destination from iVIEW Hosting, Inc.’s network or from another point on the Internet into iVIEW Hosting, Inc.’s network, sending of very long ping packets (“Ping of Death”) to crash Internet hosts or routers, resource starvation of elements in the infrastructure, whether this is bandwidth, disk space, or another essential resource, as the result of flood ping, mass emailing, posting to Usenet or other malicious use of the Internet’s resources, including consequential resource starvation resulting from such abuse, such as mail bounces or mailed complaints clogging our desks, hard drives or other resources. iVIEW Hosting, Inc. does reserve the right to actively and automatically monitor its network at all times for this type of abuse and due to the nature of such abuse, will not hesitate to involve law enforcement if such abuse occurs.**
- **\$500.00 fine for gathering of email addresses defined as reading more than 2500 Usenet articles per day, or the running of a web-spider that gathers email addresses from web pages. iVIEW Hosting, Inc. reserves the right to monitor suspected violations of this policy by intrusive monitoring, and the account user waives all rights he/she might have under local/state/federal law, including provisions under the ECPA of 1990 regarding protection from such intrusive monitoring.**

- **Malicious email, including but not limited to “mail bombing” (flooding a user of site with very large or numerous pieces of email), is prohibited. Forging of header information is not permitted.**
  - **iVIEW Hosting email accounts or other network services may not be used to collect replies to messages send to or from another ISP, if said messages violate the Acceptable Use Policy or the Acceptable Use Policy of that provider.**
  - **These rules apply to other types of Internet based distribution mediums as well, such as Internet Fax Systems (RLG’s Ariel System) and Fax/Email/Voicemail Systems, such as IRDG’s Ipost System.**
7. Subscribe agrees not to publish on or over the Internet any information, software or other content, which violates or infringes upon the right of others. Subscribers agree not to send unsolicited advertising or promotional material to other iVIEW Hosting, Inc. subscribers. Subscribers agree not to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity, which is prohibited by law, or to solicit subscribers to become subscribers of other competitive information services.
  8. The subscriber agrees that multiple people and or web sites may not share accounts. The subscriber agrees that iVIEW Hosting, Inc. has the right in its sole discretion to edit or delete information, data, software or other content appearing on the Service, regardless of whether it violates the standards for content. iVIEW Hosting, Inc. reserves the right in its sole discretion to suspend or terminate service to any person hosting on iVIEW Hosting, Inc.’s network at any time without prior notice.
  9. iVIEW Hosting, Inc. exercises no control whatsoever over the content of the information passing through the Service. iVIEW Hosting, Inc. makes no warranties of any kind, whether expressed or implied, for the service it is providing. iVIEW Hosting, Inc. also disclaims any warranty of merchantability or fitness for a particular purpose, and any obligation or maintains the confidentiality of information, although iVIEW Hosting, Inc.’s current practice is to utilize reasonable efforts to maintain such confidentiality. iVIEW Hosting, Inc. will not be responsible for any damage you suffer from use of the Service. This includes lost revenue or loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions, or due to inadvertent release of disclosure of information sent by you. Use of any information obtained via the Service is at your own risk. iVIEW Hosting, Inc. specifically denies any responsibility for the accuracy or quality of information obtained through its Service.

10. All services must be paid in advance. All hosting accounts with check approval will be considered delinquent if payment is not received within 10 (ten) days of the billing date and are subject to immediate termination. Hosting accounts agree to receive payment notification and/or receive invoice notification via electronic mail. Payments are due by the billing date each month, or billing cycle your account is based on. Your account and your obligation to pay your periodic account charge may be canceled in writing at any time with 30 (thirty)- day notice. Hosting accounts may not be canceled via electronic mail or via telephone.
11. The person or entity hosting with iVIEW Hosting, Inc. agrees to indemnify iVIEW Hosting, Inc. and hold harmless the company from any claims and expenses, including reasonable attorney fees, resulting from the subscriber's use of the service that damages the subscriber or any other party of parties. The use of the iVIEW Hosting network to transmit certain kinds of information (including without limitation, computer software, music, and other technical data) may violate export control laws and regulations of the United States. Since iVIEW Hosting, Inc. exercises no control whatsoever over the content of information passing through its Service, the entire burden of complying with such laws and regulations rests with its subscribers. Subscriber agrees to comply with such laws and regulations and to indemnify and hold iVIEW Hosting, Inc. harmless from any damages it may suffer resulting from any violation of the export control laws of the United States.
12. All data contained on or transferred through this system and all activity on this system may be monitored, intercepted, recorded, read, copied, or captured in any manner and disclosed in any manner, by authorized personnel or law enforcement. There is no right to privacy in this system. Use of this system by any user, authorized or unauthorized, constitutes consent to this monitoring, interception, recording, reading, copying, or capturing and disclosure.
13. By accepting (the clicking of the "accept" button) from the sign-up process, we waive the procedure of a faxed (or mailed) original signed copy accepting this agreement.

**RETAIN THIS COPY OF THE WEB HOSTING  
AGREEMENT FOR YOUR FUTURE REFERENCE**