



WEB HOSTING TERMS OF SERVICE

ITS Alaska provides internet Website Hosting Services and Email Services (hereinafter 'Services'), and has certain legal and ethical responsibilities regarding the use of its computer network and equipment involved in these services. ITS Alaska reserves the right to suspend or cancel a customer's access to any or all services provided when ITS Alaska when an account has been inappropriately used.

SPECIFIC ACCEPTABLE USE POLICIES

Unauthorized use of other people's accounts or computers is strictly forbidden. ITS Alaska will suspend or cancel any user's account that is found to have participated in such activity. Suspension and/or cancellation are solely at the discretion of ITS Alaska. Such attempts include tricking other people into releasing their passwords, password cracking, security hole scanning etc.

Any unauthorized use of accounts or computers by an ITS Alaska customer, whether or not the attacked account or computer belongs to ITS Alaska, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, according to the seriousness of the attack and at the discretion of ITS Alaska.

COMMERCIAL ADVERTISEMENTS WITH E-MAIL

Unsolicited commercial advertisements are not allowed in e-mail, and will result in account suspension or cancellation. Commercial advertisements are unwelcome in most usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

ITS Alaska will not host music archive sites that violate any copyright laws in any file format. Any sites that are found to contain this content will be warned, suspended or cancelled at the discretion of ITS Alaska management.

PAYMENT POLICIES

Accounts may be set up on a prepay basis by credit card or invoicing. All pricing is guaranteed for the term of pre-payment. ITS Alaska reserves the right to change prices at any time. Payment is due each anniversary day or period following the date the account was established. Credit card orders that are on a month-to-month, quarterly and yearly basis will be charged automatically to the card number on file. If for any reason the card does not clear the account is subject to suspension. If an account is suspended for nonpayment or credit card decline there is a \$25.00 restore fee plus any amount owed on the account. Accounts will be suspended if payment is not received within 1 week of due date.

LAWFUL PURPOSE

ITS Alaska reserves the right to refuse service to anyone. Customers may only use ITS Alaska's server for lawful purpose. Transmission of any material in violation of any Federal, State, or local



regulation is prohibited. This includes, but is not limited to the unauthorized use of copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. ITS Alaska expressly forbids anyone from using ITS Alaska's servers for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including but not limited to pornography, satanic materials, and any and all materials of an adult nature. The designation of any materials as such described above is entirely at the discretion of ITS Alaska management, and will result in immediate account cancellation.

ITS Alaska's services are intended for the end user only. Customers cannot sublease, subhost, or give away control of any portion of ITS Alaska's resources. Doing so will result in immediate account cancellation.

CANCELLATION

The customer is responsible for all amounts owed on the account from the time it is established to the time that the customer requests termination of services in writing. All payment is in US Dollars. ITS Alaska reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and refunded to client if ITS Alaska institutes its right of cancellation. If cancellation is caused by a customer's violation of any of these policies, no refund will be made to customer.

Customers can cancel service at any time and be refunded any amount exceeding the pre-payment of the current month. Due to security concerns, all account cancellation must be done in writing via US Mail, fax or e-mail with the primary contact name listed and domain name, and reason for cancellation. Any refund due to customer will be made either to the customer credit card on file, or by company check within 30 days of receipt of customer's cancellation.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold ITS Alaska harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against ITS Alaska, its agents, 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 ITS Alaska against liabilities arising out of: (1) any injury to person or property caused by any products sold or otherwise distributed in connection with ITS Alaska's server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from ITS Alaska's server.

EXCLUSION OF WARRANTIES

ITS Alaska provides Hosting Service on an 'As Is' basis, and without any warranty of any kind, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose.



While ITS Alaska makes reasonable efforts to maintain the ITS Alaska service, many factors are not within ITS Alaska's control. Therefore, ITS Alaska does not warrant, and is not responsible for any loss of data, delays, non-delivery or misdelivery of information, lack of access, slow response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to ITS Alaska's own negligence, viruses or other third parties. Customer's data is defined as any data held by ITS Alaska and includes account information, web hosting data, and email and domain name services. This disclaimer and waiver shall apply equally to any and all third party providers. ITS Alaska provides no warranty to customer regarding the accuracy of usage statistics, which ITS Alaska may provide in its discretion. Further, no advice or information given by an ITS Alaska representative shall create a warranty or serve as an amendment to this agreement.

ITS Alaska has the right to change prices, or add or delete product features of any existing product or service. The right to change products or services extends to any software supporting a product or service. ITS Alaska reserves the right to change prices or material features at any time. ITS Alaska reserves the right to institute new fees or new material features at any time. ITS Alaska has the right to discontinue products or services and the right to remove or reassign IP addresses of a customer's web site. ITS Alaska also has the right to deactivate a customer's service for any reason, after thirty (30) day written notice to customer by US Mail, fax or email.

LIMITATION OF LIABILITY AND DAMAGES

The total aggregate liability of ITS Alaska to the customer shall be limited to the amount paid to ITS Alaska by customer hereunder during the three months immediately preceding a claim. In no event shall ITS Alaska be liable for any indirect, special, exemplary, punitive, incidental or consequential damages, loss of profits or loss of business, regardless of whether such damages are based upon breach of contract, tort, or otherwise and whether or not ITS Alaska has been advised of the possibility of such damages.

ITS Alaska reserves the right to revise its policies and terms of service at any time. Use of ITS Alaska services constitutes full, informed consent to these Terms of Service.