



# AXON web hosting

## Acceptable Use Policy (AUP)

This AXON HOST Acceptable Use Policy ("AUP") describe the proper kinds of conduct and prohibited uses of AXON HOST's hosting services (the "Services"). This AUP is not exhaustive and AXON HOST reserves the right to modify this AUP at any time, effective upon posting of the modified AUP at [www.AXONHOST.com](http://www.AXONHOST.com). By registering for and using the Services, and thereby accepting the terms and conditions of this AUP, you agree to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as AXON HOST deems appropriate.

### Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of AXON HOST is strictly prohibited.

Unauthorized use of other people's accounts or computers AXON HOST 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 etc.

Any unauthorized use of accounts or computers by a AXON HOST customer, whether or not the attacked account or computer belongs to AXON HOST, 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.

**IMPORTANT NOTE** - AXON HOST 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 or fees paid will be made if account termination is due to violation of the terms outlined below.

Customers may not run IRC, bots or clients on shared servers. 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 AXON HOST to be unacceptable use of AXON HOST's services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

- a. Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
- b. Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- c. Displaying material that exploits children under 18 years of age.

- d. 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.
- e. Exporting encryption software over the Internet or otherwise, to points outside the United States.
- f. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- g. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software. Any account that is deactivated by the abuse team will be charged the following reactivation fees:

1st offense - \$25.00

2nd offense - \$100.00

3rd offense - \$500.00 + Account termination

This fee will only be waived if it is determined by the abuse team that the account was disabled without cause.

### **Abuse of Unlimited Traffic**

AXON HOST's customers are privileged to be offered unlimited traffic for their web sites. The intention of AXON HOST 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 AXON HOST'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 AXON HOST management. Any customer who violates AXON HOST'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.

To maintain the integrity of our shared hosting service the following limitations apply:

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 is graphics)  
Sites offering download files or archives. (This is any site where 50% or more of there monthly traffic is from file downloads).  
Sites using more than 30% of system resources for longer than 60 seconds.  
Sites running multimedia files (QuickTime, Real Audio, Real Video, MP3).

For those that do not qualify for the unlimited service, traffic will go unmonitored until you reach 20 GB per month. Thereafter, normal data transfer cost of \$10.00/1GB/month will be billed to your account. If you want to pre-pay for bandwidth overages, you will be billed \$5.00/1GB/month.

You will receive a notice on Tuesday morning detailing your bandwidth usage.

You will have 7 days to visit [www.overages.AXONHOST.com](http://www.overages.AXONHOST.com) to pay for your overages. If you do not pay for your overages your site will be disabled within 7 days of your first notice. This does not apply to colocation clients. Colocation clients will be billed for the overages based on switch reports. Colocation clients must pay for the overages IMMEDIATELY once billing or AXON HOST

has the sole decision to deactivate any and all servers.

AXON HOST will be the sole arbiter as to what constitutes a violation of this provision.

### **Unsolicited Email (Spam)**

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation.

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

The following activities are not allowed:

1. Unsolicited bulk or commercial messages ("spam"). 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.
2. Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
3. Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
4. 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.
5. 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.
6. Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

Note: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a web site hosted by or through AXON HOST (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

Penalty: Depending on the severity of your SPAMMING, AXON HOST reserves the right to charge you between \$1.00 - \$100.00 PER SPAM sent through our network. Your web site content will also be confiscated and it will be NEVER returned to you.

### **CGI Scripts**

(This section does not apply to managed dedicated or colocation servers.) Each shared Unix web hosting account comes with its own cgi-bin, in which you are free to use any\* CGI scripts you wish. All CGI scripts (Perl scripts with a .pl or .cgi extension) intended for use on shared Windows 2000 web hosting accounts are subject to approval by our NT Administrators.

\*See the Server Resource Abuse section.

### **Server Resource Abuse**

(This section does not apply to managed dedicated or colocation servers.) Shared server accounts are limited in use of the amount of server resources. Shared server resource abuse includes any process or service usage that affects normal shared server operation, resources or connectivity, and which causes a server to become overloaded. Shared server resources include CPU and memory usage, number of concurrent processes, number of concurrent port or database connections and total bandwidth. Possible causes of server resource abuse include, but are not limited to, the use of: CGI, Perl, Sendmail, MySQL, MSSQL, PHP, ASP, COLDFUSION, HTTP, SMTP, POP3 and FTP. If server resource abuse is detected, possible actions include, but are not limited to: disabling of the offending script or scripts, disabling of the specific service, disabling of the entire account or account cancellation. If server overload is a result of server resource abuse, these actions will be taken without prior notice or warning.

## **Child Pornography**

Our policy on child pornography is zero tolerance. AXON HOST will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the AXON HOST network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

## **Chat Rooms**

We do not allow clients to install their own chat rooms within a shared hosting account, without approving it with the AXON HOST Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. However, we do provide a choice of Java chat rooms for a small extra charge that will more than fill your needs and run without hindering the performance of the machine for others. Note: Parachat chat rooms do not apply to this rule. They are perfectly fine to install.

## **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 [noc@AXONHOST.com](mailto:noc@AXONHOST.com) to have your domain moved.

## **Background Running Programs**

We may allow 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. (this section does not apply to managed dedicated servers)

## **IRC**

We currently do not allow IRC IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

### **Excessive Use/Overages**

You will not exceed the bandwidth, storage and E-mail usage limits outlined by your particular web hosting package. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, AXON HOST may, in its sole discretion, assess you with additional charges. If AXON HOST elects to take any corrective action, AXON HOST will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and resultant charges. Bandwidth overages are currently billed at \$20/GB/month. Disk space overages are currently billed at \$.25/MB/month. Email attachments overages are currently billed at \$.10 per email over 10MB.

### **Payment Policies**

All accounts are set up on a pre-pay basis. 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. AXON HOST reserves the right to change prices at any time, unless other terms have been agreed upon. Credit card accounts are subject to login deactivation upon the card declining for charges within 48 hours of email notification. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to complete account deactivation. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies AXON HOST at AXONHOST.com to request for termination of services. All payment is in U.S. currency. AXON HOST will bill each client \$50.00 per returned check, per wire transfer received and per credit card chargeback received. All AXON HOST accounts are setup 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 fee. Please contact the billing department at [billing@AXONHOST.com](mailto:billing@AXONHOST.com) should you wish to change your anniversary billing cycle. Any account that is not brought current prior to deactivation will be charged a \$25.00 reactivation fee as well as a \$15.00 late charge, per domain deactivated. In addition, if your credit card declines for any reason AXON HOST will charge your account an additional \$1.00 service charge every time your card is declined. AXON HOST may impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of AXON HOST) shall be paid by Customer. AXON HOST accepts paper checks from customers for payment of web hosting services and fees associated with your account. However, there will be a \$5.00/month processing fee for each customer paying by check. Additionally, if you decide to switch your payment method of billing cycle you will be charged a \$10 processing fee for that change.

### **Cancellation**

AXON HOST reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by AXON HOST if AXON HOST 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 AXON HOST'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 canceled prior to account activation. For web hosting contracts, dedicated servers and colocation packages, the full contract amount less any setup fees and overages will be refunded if AXON HOST is notified within the first 30 days following activation. 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, etc. Due to security concerns, all account cancellations must be done following the steps outlined at <http://AXONHOST.com>. Cancellations via email requests will not constitute acceptance of any cancellation. Refunds will be made by company check or issued back to your credit card within 30 days of receipt of cancellation. To receive your refund, you must terminate this Agreement in the manner described in above and cease using the Services. You follow the cancellation steps outlined at <http://AXONHOST.com> within the 30-day period. Cancellations are processed only from 9 a.m. - 6 p.m. CST on Monday-Friday. No cancellations are processed on holidays or weekends.

### **Liability and Obligations on Cancellation**

If the Agreement expires or is cancelled for any reason, AXON HOST is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, AXON HOST will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to AXON HOST under this Agreement.

### **IP Address Overlap**

AXON HOST administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by AXON HOST staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

### **Material and Product Requirements**

You must ensure that all material and data placed on AXON HOST's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by AXON HOST. AXON HOST will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", AXON HOST may reject this material. AXON HOST will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy AXON HOST's requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. AXON HOST does not provide this knowledge or customer support outside of the Services.

### **Intellectual Property Rights**

Material accessible to you through AXON HOST's services may be subject to protection under the United States or other 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 AXON HOST 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 AXON HOST network. If you use a domain name in connection with AXON HOST 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 AXON HOST 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. AXON HOST 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. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, AXON HOST will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting AXON HOST or any of its other customers.

## **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 libelous 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 inquiries or complaints arising there from.

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.

## **Static / Dynamic Content Caching**

You expressly (i) grant to AXON HOST a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by AXON HOST 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.

## **IP Address Ownership**

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

## **Domain Name Registration**

Customer agrees to pay AXON HOST prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the AXON HOST 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. AXON HOST 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 AXON HOST to the email address indicated in Customer's registration application. In the event of a charge-back by a credit card company (or similar action by another payment provider allowed by AXON HOST) 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 AXON HOST 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. AXON HOST will reinstate Customer's domain name registration solely at AXON HOST's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

### **Dedicated Server 24 Hour Setup Guarantee**

#### (a) Coverage

AXON HOST's 24 Hour Setup Guarantee will only apply to those standard, pre-configured Dedicated Servers. This guarantee does not apply to non-standard configurations, such as changing RAID levels, load balancing, clustering, advanced solutions and other add-on features. Custom, made-to-order Dedicated Servers do not apply to this offer. 24 Hour Setup Guarantee does not apply to orders received on the Weekends or Holidays. This offer applies only to the primary server, if the customer is electing the 2 For 1 server offer. The secondary, or free server, will be setup within 30 days from the day the primary server is placed online.

#### (b) Guarantee

For those Covered Servers described in (a) above, AXON HOST will Provision such servers within 24 hours of receiving a customer order, once such customer order has been confirmed and any necessary credit checks have been performed. 24 Hour Setup will mean that, for those customer orders for Covered Servers received and confirmed (including any necessary credit checks) by 6:00 p.m. United States Central Time during a Weekday, the Covered Server will be Provisioned by 12:00 a.m. (midnight) United States Central Time the following Day. Weekday will mean Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Provision will mean that AXON HOST has generated an E-mail to the customer with the proper information to enable the customer to send and receive information from and to the Covered Server.

#### (c) Credit

If AXON HOST is unable to meet the 24 Hour Guarantee as described in section titled "Dedicated Server 24 Hour Setup Guarantee", AXON HOST will issue a credit or refund of One Hundred Dollars (\$100.00) of the Set-up fee described for the Covered Server. Such credit may be applied to future months service fees in AXON HOST's discretion.

#### (d) Restrictions

Credits will not be provided to you in the event that you do not have your Covered Server Provisioned by the Next Weekday resulting from (i) your behavior or the performance or failure of your equipment, facilities or applications, or (ii) circumstances beyond AXON HOST's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including



DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Web site.

## **Copyright Infringement**

### DIGITAL MILLENNIUM COPYRIGHT ACT

#### Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the AXON HOST system or Web site should be sent ONLY to our Designated Agent.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING AXON HOST THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED.

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g. REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, etc.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

Written notification must be submitted to the following Designated Agent:

AXON HOST, Inc.  
Legal Department  
P.O.BOX 478  
PORT TOWNSEND, WA 98368  
copyright@AXONHOST.com

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

1. Physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed or a representative list if multiple works are involved.
3. Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page).
4. Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address).
5. Statement that the complaining party has "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law."
6. Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

## **Lawful Purpose**

AXON HOST reserves the right to refuse service to anyone. Customers may only use AXON HOST 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 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 AXON HOST management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in Tarrant County, Texas, and any dispute will be litigated or arbitrated in Tarrant County, Texas. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in Tarrant County Courts. IN NO EVENT SHALL AXON HOST'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

### **Indemnification**

**CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD AXON HOST HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST AXON HOST, 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, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AXON HOST AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH AXON HOST'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 AXON HOST'S SERVER.**

### **Disclaimer**

**AXON HOST WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. AXON HOST MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. AXON HOST 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 AXON HOST AND ITS EMPLOYEES. AXON HOST RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.**

**ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF AXON HOST MUST ADHERE TO THE ABOVE POLICIES.**

**FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.**