

#### Server abuse

Any attempt to undermine or cause harm to a server, or client, of MacXperts is strictly prohibited.

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#### Unauthorized use of accounts or computers

MacXperts 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 MacXperts client, whether or not the attacked account or computer belongs to MacXperts, 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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#### Terms of Data Transfer

Each customer/server is provided with a burstable 100Mbps port, and may utilize available network bandwidth in manner that is fair and reasonable to all users on the MacXperts network. Because bandwidth is a shared resource amongst all users, excessive consumption of network bandwidth by a customer/server can interfere with or completely prevent normal network performance for other users. MacXperts provides temporary burst (not sustained usage) up to 100Mbps for each server as a courtesy only. Servers that average 10Mbps (106GB of data transfer) or more during any 24-hour period or average 20Mbps (53.3GB of data transfer) or more during any 6-hour period or average 30Mbps (40GB of data transfer) or more during any 3-hour period shall be warned and/or disconnected from the network to prevent such activities from causing deterioration in network performance for other users. Furthermore, the customer shall be responsible for all fees related to excessive bandwidth usage and all fees related to the violation of the MacXperts Terms of service agreement. Extra data transfer is charged at the rate of £3 per additional GB.

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#### Spamming

MacXperts servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. Spamming on other servers which in turn contain links to a domain on our network is prohibited. We consider spam any mass unsolicited message in the mediums of Newsgroups and E-mail. Upon Notification of first violation MacXperts will initiate an investigation and during this period may restrict Subscriber access to network, as it considers necessary. An administrative fee of £250.00 will be charged to your account for this at the end of this investigation MacXperts will determine what is to be done with your account and could lead to termination. If you are found to have spammed, we will contact you to resolve the situation. If it is a severe case then we will immediately, without warning, disable your domain until the situation is resolved. We reserve the right to refuse or cancel service to known spammers. Lastly, we reserve the right to determine what violates this policy. As such, any violation will result in immediate deactivation of services without refund. In addition any site selling or promoting bulk e-mail services is not allowed.

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#### Pornography

Pornography and Adult content including sexual merchandise is prohibited on MacXperts servers, this includes links to external websites which may also include Pornography and Adult content.

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#### Pirated Software

Software which has been illegally copied without the permission of the published is not allowed to be hosted on any account. This includes games, applications, movies and music. Links to external files or websites which contain this sort of activity is also not allowed.

### 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

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### CGI Scripts

Each MacXperts account comes fully equipped with its own pre-configured CGI-BIN. Clients are free to use any CGI-Scripts provided with their account or add any additional ones they require. Any CGI-Scripts deemed to be adversely affecting the server performance or the network integrity may be shut down without prior notice. CGI Script sharing with domains not hosted by MacXperts is not allowed.

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### Server Resources

Any web site that uses a high amount of server resources (such as, but not limited to CPU Time, Memory Usage, and Network Resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

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### Internet Relay Chats also called IRC

MacXperts absolutely prohibits hosting of IRC or any services facilitating or relating to such kinds of services.

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### Payment Policies

All accounts are set up on a pre-pay basis with a one year contract. Clients may cancel their account at any time. Upon cancellation of services, client is responsible for all money owed on the account from the time it was established to the time that it expires one year later. All pre-paid fees and setup fees are non-refundable. Domain Registration fees are non-refundable. All payment is in British £'s.

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### Payment Agreements

You agree to supply appropriate payment for the services received from MacXperts, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify MacXperts of your desire to cancel any or all services received, those services will be billed on a recurring basis.

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### Refusal of Service

MacXperts reserves the right at its sole discretion to refuse or cancel service. Violation of any of MacXperts Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded

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### Lawful Purpose

MacXperts reserves the right to refuse service to anyone. Clients may only use MacXperts servers for lawful purpose. Transmission of any material in violation of any 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. MacXperts expressly forbids anyone from using MacXperts servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way 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 left entirely to the discretion of MacXperts management. In addition any site selling or promoting bulk e-mail services is not allowed.

#### Indemnification

Client agrees that it shall defend, indemnify, save and hold MacXperts harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against MacXperts its agents, its clients, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by client, it's agents, employees or assigns. Client agrees to defend, indemnify and hold harmless MacXperts against liabilities arising out of; (1) any injury to person or property caused by any products sold or distributed in association with MacXperts services; (2) any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to client from MacXperts.

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#### Disclaimer

MacXperts will not be responsible for any damages your business may suffer. MacXperts makes no warranties of any kind, expressed or implied for services we provide. MacXperts disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by MacXperts and its employees. MacXperts reserves the right to revise its policies at any time. Failure to follow any terms and conditions may result in account deactivation.