



ServerOrigin Communications, LLC. ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of ServerOrigin Communications, LLC. Service constitutes acceptance and agreement to ServerOrigin Communications, LLC.'s AUP as well as ServerOrigin Communications, LLC.'s TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of ServerOrigin Communications, LLC. and AUP (acceptable use policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of any and all government bodies where ServerOrigin Communications, LLC. conducts business. Venue will be determined by ServerOrigin Communications, LLC.

**1. Disclosure:** The AUP specifically prohibits the use of our service for illegal activities. The Subscriber is responsible for ensuring that hosted content complies with applicable laws and acknowledges that ServerOrigin Communications, LLC. has no responsibility to monitor or enforce content. ServerOrigin Communications, LLC. may choose to terminate all services set forth in this Agreement if a validated written request is received from a law enforcement agency having competent jurisdiction. Subscriber information will be released if required by court order. In addition, ServerOrigin Communications, LLC. shall have the right to terminate all service set forth in this Agreement for any reason deemed appropriate..

**2. Service Rates:** Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

**2.1. Bandwidth Billing Method:** All bandwidth services provided by the Company, unless otherwise agreed upon in writing, are billed using the 95th percentile method. For billing purposes the Company takes a five minute estimate on the switch port using SNMP. Each five minute sample taken over the course of the month will be recorded and plotted on a graph. The highest five percent of these samples for the larger of inbound or outbound utilization are discarded and the next highest sample is used for billing purposes.

**3. Payment:** Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. Subscriber agrees that The Company automatically charges subscriber`s credit card every month.

**4. Payments and Fees:** Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on account becomes past due, regardless of delinquency. ServerOrigin Communications, LLC. may, as a courtesy service, send a warning notice prior to disconnection but shall not be required to do so. Accounts not paid by due date are subject to a late fee of \$35.00 or 10%, whichever is greater. Accounts that are not collectable by ServerOrigin Communications, LLC. may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50.00 nor more than \$150.00 in addition to any attorney fees necessary for the collection. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

**4.1. Reactivation Fees:** In the event that ServerOrigin Communications, LLC. deactivates service for non-payment or any AUP/ToS violation, ServerOrigin Communications, LLC. reserves the right to charge a reactivation fee of \$35.00 for any dedicated server or single server co-location and \$100.00 for any multi-server or cabinet/rack co-location. If customer has facility access this fee may be increased at up to \$100.00 per badge.

**5. Refund and Disputes:** All payments to ServerOrigin Communications, LLC. are non refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing

disputes must be reported within 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in ServerOrigin Communications, LLC.'s sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay ServerOrigin Communications, LLC. an "Administrative Fee" of not less than \$50 and not more than \$150.

**6. Failure to Pay:** The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

**7. Account Cancellation:** All requests for canceling non-ethProxy accounts must be made via e-mail to [billing@serverorigin.com](mailto:billing@serverorigin.com) with at least 7 days. You must have all account information to cancel.

**7.1 ethProxy Cancellation:** Subscriber acknowledges that ServerOrigin must require minimum commitments in order to keep the costs of services below market rates. By signing up for any ethProxy-based mitigation package or server, subscriber must commit to a minimum of three-months of service (90) days. Any termination prior to the minimum three-month commitment will require payment in full for the remainder of the term at the time of cancellation. EthProxy cancellations require a minimum notice of 30-days prior to the anniversary date of the subscriber's service.

**7.2 Invoice Remediation:** Subscriber agrees to have any remaining fees for the length of the term to be charged to the credit card on file.

**8.** Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

**9. Invoicing:** The Company does not send invoices via postal mail and is under no obligation to transmit invoices electronically. Customer assumes the responsibility of using the appropriate billing interface provided by ServerOrigin Communications, LLC. for purposes of reviewing and satisfying invoices.

**10. Data center public access:** Public access to ServerOrigin Communications, LLC. data center is allowed only as determined by management on a case by case basis.

**11. Support Boundaries:** ServerOrigin Communications, LLC., provides 24 x 7 technical support to our subscribers as permitted by internal staffing and availability. ServerOrigin Communications, LLC. does not offer tech support for application specific issues. Requests for support must be transmitted via the appropriate support interface provided by ServerOrigin Communications, LLC. While support may be available by telephone, e-mail, chat, or similar methods of communication as a matter of convenience, only issues submitted using a ticket on the official support interface will be recognized as official requests for service.

**12. SPAM and Unsolicited Commercial e-mail (UCE) :** ServerOrigin Communications, LLC. takes a zero tolerance approach to the sending of Unsolicited Commercial e-mail (UCE) or SPAM over our network. Very simply this means that customers of ServerOrigin Communications, LLC. may not use or permit others to use our network to transact in UCE. Customers of ServerOrigin Communications, LLC. may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

**12.1.** Violation of ServerOrigin Communications, LLC.'s SPAM policy will result in significant consequences. Upon notification of an alleged violation of our SPAM policy, ServerOrigin Communications, LLC. will initiate an immediate investigation (within 48 hours of notification). During the investigation, ServerOrigin Communications, LLC. may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, ServerOrigin Communications, LLC. may, at its sole discretion, restrict, suspend or terminate customer's account. Further, ServerOrigin Communications, LLC. reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. ServerOrigin Communications, LLC. will notify law enforcement officials if the violation is believed to be a criminal offense.

**12.2.** First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that ServerOrigin Communications, LLC. personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

**12.3.** As our Customers are ultimately responsible for the actions of their clients over the ServerOrigin Communications, LLC. network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

**IMPORTANT NOTICE:** Anyone hosting websites or services on their server that support UCE or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

### **13. Network:**

**13.1. IP Address Ownership:** If ServerOrigin Communications, LLC. assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to ServerOrigin Communications, LLC., and Customer shall have no right to use that Internet Protocol address except as permitted by ServerOrigin Communications, LLC. in its sole discretion in connection with the Services, during the term of this Agreement. ServerOrigin Communications, LLC. shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by ServerOrigin Communications, LLC., and ServerOrigin Communications, LLC. reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting. All IPs that are allocated to client must be utilized within 48 hours. If allocated IPs are not utilized within this time frame The Company reserves the right to retract IPs that are not being utilized without notifying the client

**13.2. Bandwidth Usage:** ServerOrigin Communications, LLC. will monitor Customer's bandwidth. ServerOrigin Communications, LLC. shall have the right to take corrective action if Customer's usage negatively impacts other clients.

**13.3. System and Network Security:** Users are prohibited from violating or attempting to violate the security of the ServerOrigin Communications, LLC. Network. Violations of system or network security may result in civil or criminal liability. ServerOrigin Communications, LLC. will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

**13.3.1.** Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

**13.3.2.** Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

**13.3.3.** Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

**13.3.4.** Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

**13.3.5.** Taking any action in order to obtain services to which such User is not entitled.

### **14. Notification of Violation:**

**14.1.** ServerOrigin Communications, LLC. is under no duty to review each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

**14.2. First violation:** Any User, which ServerOrigin Communications, LLC. determines to have violated any element of this Acceptable Use Policy, shall receive an e-mail, warning them of the violation. The service may be subject at ServerOrigin Communications, LLC.'s discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

**14.3. Second Violation:** Users that ServerOrigin Communications, LLC. determines to have committed a

second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

**14.4.** We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

**15. Suspension of Service or Cancellation:** ServerOrigin Communications, LLC. reserves the right to suspend network access to any customer if in the judgment of the ServerOrigin Communications, LLC. network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which ServerOrigin Communications, LLC. chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

**16.** ServerOrigin Communications, LLC. reserves the right to amend its policies at any time. All Sub-Networks, resellers and unmanaged servers of ServerOrigin Communications, LLC. must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

**17. Indemnification:** ServerOrigin Communications, LLC. wishes to emphasize that in agreeing to the ServerOrigin Communications, LLC. Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies ServerOrigin Communications, LLC. for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to ServerOrigin Communications, LLC. or the bringing of any claim against ServerOrigin Communications, LLC. by any third-party. This means that if ServerOrigin Communications, LLC. is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against ServerOrigin Communications, LLC., plus all costs and attorney's fees.

**18. Miscellaneous Provisions:** You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

**18.1.** A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

**18.2.** Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

**18.3.** ServerOrigin Communications, LLC. takes no responsibility for any material input by others and not posted to the ServerOrigin Communications, LLC. Network by ServerOrigin Communications, LLC.. ServerOrigin Communications, LLC. is not responsible for the content of any other websites linked to the ServerOrigin Communications, LLC. Network; links are provided as Internet navigation tools only. ServerOrigin Communications, LLC. disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

**18.4.** ServerOrigin Communications, LLC. is not responsible for any damages your business may suffer. ServerOrigin Communications, LLC. does not make implied or written warranties for any of our services. ServerOrigin Communications, LLC. denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ServerOrigin Communications, LLC.

**19. Responsibility for Content:** You, as ServerOrigin Communications, LLC.'s customer, are solely responsible for the content stored on and served by your account.

**20. Minimum Commitment:** All ethProxy services carry a minimum commitment of three-months (90 days) from the date which the ethProxy service becomes active.