

Basic Website Hosting Service Contract

Uncharted Design

System Policies & Service Contract

Uncharted Design is a Web Hosting Provider. User accounts on our Internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your placement or placement on your behalf of information on **Uncharted Design's** servers is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind yourself or on your behalf on **Uncharted Design's** servers.

1. USER CONDUCT

Uncharted Design' services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to **Uncharted Design**, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not:

- a. Restrict or inhibit any other user from using and enjoying the Internet;
- b. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- c. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- d. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

2. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **Uncharted Design** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, **Uncharted Design**, or any

other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

Uncharted Design reserves the right to refuse or discontinue service to anyone at **Uncharted Design's** sole discretion. **Uncharted Design** may deny you access to all or part of the service without notice if you engage in any conduct or activities that **Uncharted Design** in its sole discretion believes violates any of the terms and conditions in this agreement. **Uncharted Design** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **Uncharted Design** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **Uncharted Design** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

4. NO WARRANTIES

Uncharted Design makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **Uncharted Design** or its agents or employees shall create a warranty. **Uncharted Design** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **Uncharted Design** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **Uncharted Design** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on **Uncharted Design's** servers that such information becomes available to all Internet users and that **Uncharted Design** has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of **Uncharted Design's** servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through **Uncharted Design** or on the Internet generally.

5. ECPA NOTICE

Uncharted Design reserves the right to monitor any and all communications through or with our facilities. You agree that **Uncharted Design** is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

6. IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply **Uncharted Design** with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

7. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by **Uncharted Design**, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at **Uncharted Design**. You agree to abide by any and all future **Uncharted Design** policy decisions.

8. SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify **Uncharted Design** immediately by telephone at 206-354-9061 and in writing by registered mail return receipt requested to **Uncharted Design**, 1309 N 175th St. APT E102, Shoreline WA 98133. You shall be held fully responsible for any misuse or compromise to your account for which **Uncharted Design** is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, **Uncharted Design** has the right to suspend access to the account pending an investigation and resolution. You also agree that **Uncharted Design** has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

9. BACKUP OF DATA

Your use of the service is at your sole risk. **Uncharted Design** is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on **Uncharted Design** servers. Your data will be

periodically backed up at the discretion of **Uncharted Design** and all possible efforts will be made to restore lost data under the current hourly maintenance rate.

10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of **Uncharted Design** or any other service with reference to services obtained through **Uncharted Design**, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, **Uncharted Design**, or any other party or parties resulting from any such conduct.

11. PAYMENT

You agree to supply appropriate payment for the services received from **Uncharted Design**, 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 **Uncharted Design** of your desire to cancel any or all services 30 days prior to renewal via email, those services will be billed on a recurring basis. Renewal Prices are subject to change. You agree that if you are paying by cash or check, prepayments will be billed automatically, and that **Uncharted Design** may invoice the amount due at any time. You agree that pro-rated refunds for unused time periods will be not provided in the event of account termination.

- You agree a late payment processing fee of \$10 will be assessed if payment is not received by due date for Hosting invoices.
- If a payment is past due an interest fee of 1.5% monthly or the highest allowed by law will be applied.
- You agree to pay any collection and attorney fees.

12. OVERAGES

You agree to pay overage fees on your account if you exceed the maximum allotted monthly storage or bandwidth of your account. You will be notified after your limit has been reached, but service will not be frozen unless e-mail notification is given to **Uncharted Design**. Service will be frozen the same day the request to do so is sent. Freezing an account does not breach any service or up-time guarantees. The fee's are as stated:

- Storage: \$0.05 per megabyte
- Bandwidth: \$2.00 per gigabyte (1GB minimum)

13. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with **Uncharted Design** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

14. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

15. JURISDICTION

This agreement shall be governed by the laws of the State(s) of Washington and Colorado.

16. ACKNOWLEDGEMENT

By using and continuing to maintain or place information on **Uncharted Design**' servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

Other Information

This is our account service contract. It is fairly standard legalese. Although it may sound harsh, rest assured that we have nothing but good intentions towards our customers. Like all of our policies, the contract is designed to maximize the efficiency and quality of our service for all customers. Please note that this contract can only be modified by Uncharted Design or its authorized partners.

Last contract update: *December 12th 2009*