

Terms of Service & Acceptable Use Policy

Terms of Service & Acceptable Use Policy ("Dedicated Hosting Agreement")
This DEDICATED HOSTING AGREEMENT ("Agreement") is by and between Intuitive Website Solutions, Inc., a Delaware corporation ("Intuitive Website Solutions"), and you and your assigns, employees, agents or contractors ("You") and is effective as of the date you purchase dedicated hosting services from Intuitive Website Solutions. This Agreement sets forth the terms and conditions of your use of Intuitive Website Solutions Dedicated Server services (collectively, the "Services") and represents the entire agreement between you and Intuitive Website Solutions relating to the Dedicated Services. This Agreement contains provisions that set forth Intuitive Website Solutions Acceptable Use Policy, Privacy Policy and guarantees of a certain service level (found in the "Uptime Guarantee" section below). By purchasing the Services, You acknowledge and agree that you have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that Intuitive Website Solutions may establish and post on its website from time to time.

Description of Services

Intuitive Website Solutions provides the Services to its customers for a monthly fee. Intuitive Website Solutions will provide you an account on one of its dedicated servers, provided, however, you abide by the terms and conditions set forth in this Agreement and in any other agreement pertaining to other services you may purchase. Intuitive Website Solutions reserves the right to modify its network and facilities used to provide the Services for purposes including, but not limited to, accommodating evolving technology and increased network demand, and providing enhanced services. Intuitive Website Solutions shall use reasonable efforts to notify you in advance of any planned changes to Intuitive Website Solutions network or facilities that may adversely affect the Services provided under this Agreement.

Fees

Fees for Services ordered by you shall be charged beginning on the date of the initial order and that date shall serve as the monthly anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.

From time to time it may be necessary to make adjustments in the fees charged for the Services in order to cover certain changing costs (e.g., power) incurred by Intuitive Website Solutions in providing the services. Such adjustments will be reflected on the statement or invoice provided to you for the Services, and you agree to pay for the fees and surcharges for the Services, as adjusted.

Intuitive Website Solutions may offer discounted pricing for initial introductory periods (e.g., discounted fees for the first month service. A condition of such discounted pricing may be the requirement that prepayment for a period longer than the introductory period be paid. For example, the first month's service may be offered for a discount, with the standard pricing going into effect during the second month, with a quarterly prepayment being required. In the event you terminate the agreement earlier than three days of the expiration of the initial introductory period, for which discounted pricing is in effect, You will receive a full discount of all moneys paid, less amounts paid for the initial discounted period. Any cancellation after three days before the expiration of the initial introductory period, however, will give Intuitive Website Solutions the right to retain all other amounts prepaid for the Services.

Intuitive Website Solutions is not able to schedule cancellation. When you request cancellation, we will follow this process. We will first contact you to confirm the cancellation and verify that you are authorized under your account to cancel it. Then, we will immediately suspend billing and cancel the server. We are not able to provide scheduled cancellations and all cancellations are effective immediately. Regarding mid-month or mid-period cancellations, Intuitive Website Solutions will not issue pro-rated refunds for cancellations received in the middle of a payment cycle.

Refunds will not be given on a pro-rated basis for Services provided in a given billing period. Receipt by you of any Services in a given period will obligate you to pay for the Services during that entire billing period.

Term and Termination

You agree to a month to month term for the Services unless otherwise agreed to in writing. The month to month term for services is automatically renewed each month unless either party notifies the other in writing of its desire that the Agreement not be renewed, no later than three (3) days before the next upcoming anniversary date for billing. You may cancel your account by terminating this Agreement in this manner by contacting the Intuitive Website Solutions billing department.

Intuitive Website Solutions may terminate this Agreement effective immediately and without notice upon any breach by you of any of the terms of this Agreement. In such event, Intuitive Website Solutions shall have no obligation to refund any fees paid in advance by you.

Tortuous Conduct

Any abuse towards any Intuitive Website Solutions employee will not be tolerated. You are expected to request and respond to support and other issues in a professional manner, when emailing, calling or submitting online tickets to

Intuitive Website Solutions. Any cursing, yelling, or further intentional disruptive behavior aimed at Intuitive Website Solutions or its employees shall be considered a violation of this Terms of Service agreement.

Any threat; whether orally, verbally, in written, via E-mail, via Live Chat, delivered by second parties or delivered in any other way, and directed towards Intuitive Website Solutions or any of Intuitive Website Solutions employees, partners, staff, contractors, sub-contractors, facilities, offices, etc. shall be construed as a violation of this Terms of Service agreement. Threats of physical violence will be directed to the proper authorities.

No refunds shall be given when the above Tortuous Conduct clause is violation and necessitates the termination of an account or services.

License to Host

You hereby grant to Intuitive Website Solutions a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary to provide the Services under this Agreement: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink any content uploaded by You; and (b) make archival or backup copies of content uploaded by You to the Intuitive Website Solutions servers. Intuitive Website Solutions shall have the right, but not the obligation, to make backup copies of the data uploaded by you to the Intuitive Website Solutions servers. You are responsible for any of your content residing on Intuitive Website Solutions servers and for the backup thereof.

Storage and Security

At all times, you bear full risk of loss of any content and software you place on the Intuitive Website Solutions servers. You are entirely responsible for maintaining the confidentiality of your password and account information. You acknowledge and agree that you are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the server or any of the content displayed, linked, transmitted through or stored on the server.

Intuitive Website Solutions does not undertake any obligation to provide management or security services unless you specifically request it to do so. If any technology specifically associated with your account requires updating, you must make a request for such update through Intuitive Website Solutions ticketing system.

You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to your content; (ii) maintain independent archival and backup copies of your content; and (iii) ensure the security, confidentiality and integrity of your content transmitted through or stored on Intuitive Website Solutions servers. Intuitive Website Solutions shall have no liability to you or any other person for loss, damage or destruction of any of your content.

Uptime Guarantee

1. "Uptime" refers to the amount of time the Services are available, as measured by Intuitive Website Solutions system. "Downtime" refers to the amount of time the Services are unavailable, as measured by Intuitive Website Solutions system.

2. Intuitive Website Solutions guarantees 99.9% Network Uptime. In the event such level of service is not provided, Intuitive Website Solutions will credit your account in an amount as determined in the chart below, reflecting credit percentages of the monthly fees paid by You to Intuitive Website Solutions.

1. 99.9 to 100% will result in a credit of: 0%
2. 98% to 99.8% will result in a credit of: 10%
3. 95% to 97.9% will result in a credit of: 25%
4. 90% to 94.9% will result in a credit of: 50%
5. 89% or below will result in a credit of: 100%

1. To receive a credit, you must make a request by sending an email message to billing@iws3.com. Each request in connection with this Agreement must include the dates and times of the Downtime. The request must be received by Intuitive Website Solutions within ten (10) business days after the incident of Downtime. If the unavailability is confirmed by Intuitive Website Solutions, credit will be applied within thirty (30) days of receipt of your credit request.

2. The total amount credited to you in a particular month under this Agreement shall not exceed the total amount of fees paid by you for such month for the affected Services. Credits are exclusive of any applicable taxes charged to You or collected by Intuitive Website Solutions and are Your sole and exclusive remedy with respect to any Downtime.

3. Intuitive Website Solutions strives to maintain the integrity of the hardware used to provide its services, and any Downtime caused by hardware failure shall be credited pursuant to this Agreement. Intuitive Website Solutions maintains a stock of all essential hardware necessary to provide the Services. Intuitive Website Solutions shall replace any and all substantially malfunctioning hardware within 4 hours of Intuitive Website Solutions becoming aware of such substantial malfunction.

4. The provisions of the Agreement pertaining to Force Majorue are unaffected by these terms referring to Uptime Guarantee. Moreover, downtime caused by any of the following shall not result in any obligation by Intuitive Website Solutions to provide credit to You:

1. emergency maintenance
2. scheduled maintenance

3. system upgrades
4. domain name system (DNS) problems outside of Intuitive Website Solutions control
5. issues with FTP, POP, IMAP, or SMTP customer access
6. Acts or omissions by You or any of Your employees or agents, resulting in downtime
7. Any negligence, willful misconduct, or use of the services in breach of Intuitive Website Solutions Acceptable Use Policy
8. Problems with users' web browsers, DNS, or other caching that might make it appear the Services are unavailable even though others can still access the Intuitive Website Solutions servers.

Acceptable Use

You agree not to use the Services to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

administer IRC;

harm minors in any way;

impersonate any person or entity;

"stalk" or otherwise harass another person;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;

upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"

upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or

collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

Disclaimer of Warranties

You acknowledge and agree that Intuitive Website Solutions exercises no control over, and accepts no responsibility for, the content of the information passing through the host computers, network hubs and points of presence or the Internet. NEITHER INTUITIVE WEBSITE SOLUTIONS, ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS NOR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT INTUITIVE WEBSITE SOLUTIONS PROVIDES. NEITHER INTUITIVE WEBSITE SOLUTIONS, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE

ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. INTUITIVE WEBSITE SOLUTIONS IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CLIENTELE VIA THE SERVICES PROVIDED BY INTUITIVE WEBSITE SOLUTIONS.

Indemnification

You agree to indemnify, hold harmless, and defend Intuitive Website Solutions and all directors, officers, employees, and agents of Intuitive Website Solutions from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to the use of the Services by You, including any violation of the Acceptable Use Policy set forth in this Agreement. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

Limitation of Liability

IN NO EVENT SHALL INTUITIVE WEBSITE SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF INTUITIVE WEBSITE SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Intuitive Website Solutions liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by You for the Services during the 12-month period prior to the date the damage or loss occurred or the cause of action arose. The provisions of this Agreement pertaining to Uptime Guarantee apply to credits available to you for system downtime.

Intuitive Website Solutions Utilization of Third Party Services

Intuitive Website Solutions reserves the right, and you agree to pay for, services of third party consultants hired by Intuitive Website Solutions in its discretion to assist Intuitive Website Solutions in providing the Services to you. Fees for the services of third parties retained by Intuitive Website Solutions will be charged to you in the invoice covering the period during which the third party services were utilized by Intuitive Website Solutions.

Spam/Commercial Advertising

If you are found to have used your Intuitive Website Solutions Dedicated Server for the purpose of sending Spam E-mail (unsolicited commercial E-mail or Bulk Commercial E-mail) then, Intuitive Website Solutions reserves the right to disable your server. In addition, Intuitive Website Solutions, Inc. may impose a \$25 penalty for each spam policy violation with no minimum or maximum penalty and you shall pay this penalty to Intuitive Website Solutions, Inc. Intuitive Website Solutions, Inc. further reserves the right to refuse or cancel service to known spammers. Lastly, Intuitive Website Solutions, Inc. reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Force Majeure

Intuitive Website Solutions shall not be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

Intellectual Property

You represent and warrant that your use of the Services shall not infringe the intellectual property or other proprietary rights of Intuitive Website Solutions or any third party. You further acknowledge that all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of Intuitive Website Solutions is owned by Intuitive Website Solutions and/or its licensors. Unless otherwise specifically provided in this Agreement, You shall have no right, title, claims or interest in or to Intuitive Website Solutions intellectual property.

You shall not copy, modify or translate any Intuitive Website Solutions intellectual property or related documentation, or decompile, disassemble or reverse engineer same, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Agreement, You are not authorized to distribute or to authorize others to distribute Intuitive Website Solutions intellectual property in any manner without the prior written consent of Intuitive Website Solutions.

Intuitive Website Solutions respects the intellectual property of others, and we ask You to do the same. Intuitive Website Solutions may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers.

Governing Law and Forum Selection

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Delaware. The Circuit Court shall have exclusive jurisdiction to hear any dispute under this Agreement, or, if such court is without subject matter jurisdiction, the United States District Court for Delaware shall have exclusive jurisdiction.

Waiver and Modification

Except as otherwise provided herein, this Agreement may not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

Assignment and Severability

This Agreement shall be binding upon and inure to the benefit of You, Intuitive Website Solutions and their respective successors, and assigns. You may not assign this Agreement without the prior written consent of Intuitive Website Solutions, which consent will not be unreasonably withheld. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

Entire Agreement

This Agreement, and any other document or agreements specifically identified in this Agreement, supersedes all previous representations, understandings or agreements.

By creating an Intuitive Website Solutions account, you agree to these Terms and Conditions.