

Acceptable Use Policy/Terms of Service

This Acceptable Use Policy/Terms of Service ("AUP/TOS"), applying to services provided by Hilltop Computing/Hilltop Web Services ("Hilltop", "we", "us"), describes the proper kinds of conduct and prohibited uses of Hilltop's hosting services (the "Services") by the customer ("Customer", "you"). This AUP/TOS is not exhaustive and Hilltop reserves the right to modify this AUP/TOS at any time, effective upon posting of the modified AUP/TOS on Hilltop's website. By registering for and/or using the Services, and thereby accepting the terms and conditions of this AUP/TOS, you agree to abide by these conditions as modified from time to time. Any violation of the AUP/TOS may result in the suspension or termination of your account or such other action as Hilltop deems appropriate.

IMPORTANT NOTE - Hilltop 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.

Server Abuse

Any attempt to undermine or cause harm to a server or customer is strictly prohibited.

Unauthorized use of other customers' accounts or computers: Hilltop 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 Hilltop customer, whether or not the attacked account or computer belongs to Hilltop, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and/or civil or criminal legal action.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez (pirated software), cracks, software serial numbers, and/or anything else determined by Hilltop to be unacceptable use of Hilltop'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:

1. Material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
2. Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
3. Displaying material that exploits children under 18 years of age.
4. 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.
5. Exporting encryption software over the Internet or otherwise, to points outside the United States.
6. 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.

7. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP/TOS, 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 Hilltop staff that the account was disabled without cause.

Bandwidth Limitations

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

- Bandwidth is allotted on a calendar month basis. Accounts exceeding their monthly bandwidth allotments will be disabled until the beginning of the next month.
- Sites repeatedly (more than 3 consecutive calendar months) exceeding bandwidth allotments will be encouraged to upgrade their plans to include more suitable allotments.
- Sites which have been disabled due to bandwidth violations may be re-enabled within the same monthly period, as deemed appropriate by Hilltop, upon purchase of additional bandwidth by customer. Contact Hilltop for pricing and availability.
- Bandwidth is calculated for all users over a monthly period. There are no guarantees that all/some bandwidth will be available to any specific user at any specific time period.

Hilltop will be the sole arbiter as to what constitutes a violation of these provisions.

Unsolicited Email (Spam)

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

Hilltop 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:

- 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 them.
- Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing").
- 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 specific rules. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

- 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.
- 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 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 website hosted by or through Hilltop (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, Hilltop reserves the right to charge you between \$1.00 - \$100.00 PER SPAM sent through our network. Your website content will also be confiscated and will not be returned to you. Spammers will be reported to the appropriate authorities, and Hilltop will cooperate with spam enforcement authorities and laws.

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. Hilltop 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 Hilltop network, and will be liable for illegal material posted by their users/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

Abuse of Mail Servers

Clients sending/receiving excessive amounts of email will be reviewed by Hilltop on an individual basis, and may, at the sole discretion of Hilltop, be subject to additional fees.

Background Running Programs

We may allow programs to run continually in the background. These are considered individually and an extra charge will be incurred based on system resources used and operational maintenance needed.

Current Contact Information

Current customers must provide Hilltop with, and keep current and up to date, good contact information including full address, email, and phone numbers. Hilltop uses contact information to reach customers during network emergencies, server downtime, maintenance windows and in case there are billing issues with your account. Failure to keep contact information up to date could lead to temporary account suspension until the information is updated. We suggest also filing an alternate email address which is not handled by our servers, so that in the event of a service outage we can maintain contact with you via email.

Abuse of Bandwidth Allotments

Hilltop's customers are privileged to be offered large amounts of bandwidth and monthly transfer. The intention of Hilltop is to provide large bandwidth allotments to businesses and consumers to serve as connections for their websites and web documents ("normal usage," and not for off-site storage areas for electronic documents and files. All (90%) of your web pages (.html/.php/.asp/etc) must be 'linked' with files (.GIF, .JPEG, .WMV, .RA, etc.) stored on Hilltop's servers. Websites that are found to contain no html documents or a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of Hilltop management. Any customer who violates Hilltop's policies in abusing bandwidth allotments and 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.

Software Licenses and Proprietary Information

Hilltop may provide additional software, including, but not limited to content management systems ("CMS"), database tools, website templates, and scripts (collectively referred to as "Software Products").

Customer agrees not to violate, remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the Software Products, except as is expressly permitted in Software Product licenses.

Hilltop may provide you access to other third party software and/or services ("Third Party Products") through reseller relationships Hilltop has established with certain commercial software and licensing vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Neither Hilltop nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. Customer expressly acknowledges and agrees that use of third party products is at customer's sole risk and such third party products are provided "as is" and without representation or warranty of any kind from Hilltop or any third party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights.

To the maximum extent permitted by applicable law, neither Hilltop nor any third party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third party product. Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third party products and that customer shall be fully liable to third party vendors and Hilltop with respect to any improper use of such third party products or violation of license agreements with them and/or applicable end user subscriber agreements.

Unless otherwise noted, support for Third Party Products is provided by Hilltop. Fees may apply for such support.

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, Hilltop may, in its sole discretion, assess you with additional charges or disable the offending account. Hilltop reserves the right to deduct overage fees from prepaid account 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 any resultant charges.

Payment Policies

All accounts are set up on a pre-pay basis. **All fees paid to Hilltop are non-refundable, unless stated in writing by Hilltop.** Setup fees may be charged for all new accounts and major account changes. All pricing is guaranteed for the term of pre-payment. Hilltop reserves the right to change prices at any time, unless other terms have been agreed upon. 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 Hilltop to request for termination of services. All payments/fees are in U.S. currency.

Hilltop will bill each client \$50.00 per returned check, per wire transfer received and per credit card chargeback received. Your particular billing cycle corresponds to the terms initially chosen at setup. Your account will automatically renew at this length. There is no fee to change the billing cycle length. However, billing cycle length changes will not go into effect until the current billing cycle is over. For example, changing your billing cycle from quarterly to monthly payments will not take effect until your current quarter has expired.

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. In addition, if your credit card declines for any reason Hilltop will charge your account an additional \$1.00 service charge every time your card is declined. Hilltop 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 Hilltop) shall be paid by Customer.

Hilltop accepts paper checks, as well as PayPal payments (including credit cards and direct account withdrawals), money orders, cashiers checks and cash from customers for payment of web hosting services and fees associated with your account.

Hilltop reserves the right to use the most efficient billing method available. If bills are sent via email, it is the customer's responsibility to ensure that the billing email account is checked regularly to prevent overdue bills. Hilltop is not responsible for lost or misdirected bills, nor for terminated service due to overdue or non-paid bills.

Billing takes place on or about the 15th day of each month ("billing month"). Bills are due by the 1st day of the next month ("due month"). Bills unpaid by the 5th day of the due month will be considered overdue and applicable accounts may be terminated. **It is the Customer's sole responsibility to ensure prompt payment of all bills. Hilltop will not be responsible for lost, misdirected, or unreceived bills. Customer must contact the Hilltop billing office in a timely manner if bills are not received.**

New accounts will be billed for previous usage, pro-rated by the number of days until the 15th day of the billing month.

Cancellation

Hilltop reserves the right to cancel any service at any time. All fees paid to Hilltop are non-refundable unless specified in writing by Hilltop. Any violation of policies which results in extra costs, fees, or charges will be billed to the customer (i.e. transfer, space etc.).

Due to security concerns, all account cancellations must follow the following steps:

1. Customer must contact Hilltop by email or telephone to request cancellation.
2. Hilltop will attempt to contact customer's standard billing email address and/or telephone number(s) to verify that the cancellation is desired.
3. Customer will be asked to provide security credentials to verify identity.
4. After verifying identity and desire to cancel, cancellation will take place at next billing period.

Liability and Obligations on Cancellation

If your account expires or is cancelled for any reason, Hilltop 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, Hilltop will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Hilltop under this Agreement.

IP Address Overlap

Hilltop administers the network on which customer servers reside. Customers cannot use IP addresses which were not assigned to them by Hilltop 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 Hilltop's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Hilltop. Hilltop will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", Hilltop may reject this material. Hilltop is not under obligation to notify you of its refusal of the material. 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 website. Customers must have the necessary knowledge to create and maintain their accounts, unless these services are specifically purchased from Hilltop.

Intellectual Property Rights

Material accessible to you through Hilltop'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 Hilltop 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 Hilltop network. If you use a domain name in connection with Hilltop 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 Hilltop 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
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- 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.

Hilltop 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, Hilltop will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Hilltop or any of its other customers.

Shared Hosting Account/Dedicated Server Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a third party. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network, server, or resources.

- It is your responsibility to keep all passwords secure.
- Sharing your password and account access with unauthorized users is prohibited.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You may not 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 you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Customers who violate systems or network security may incur criminal or civil liability. Hilltop 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.

Electronic Commerce

You will be solely responsible for the development, operation and maintenance of your website/online store and products and all contents and materials appearing on line 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 website. 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 (1) grant to Hilltop a license to cache the entirety of your website, including content supplied by third parties, hosted by Hilltop under this Agreement and (2) 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

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

Domain Names

Domain names are fully the responsibility of the customer. Hilltop will not be liable for any domain name issues, including, but not limited to:

- Availability of domain names.
- Domain name registration or renewal.
- Domain name configuration, including WHOIS information.
- Usernames/passwords related to domain name management.
- Fees/charges associated with domain names.
- Any service outages due to domain names.

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 Hilltop system or website should be sent **ONLY** to our Designated Agent.

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING Hilltop 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 (Hilltop), 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:

Hilltop Web Services
Legal Department
2463 Barnes Mill Rd.
Richmond, KY 40475
support@hilltop.net

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

Hilltop reserves the right to refuse service to anyone. Customers may only use Hilltop server for lawful purposes. 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 Hilltop management. The client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in Madison County, Kentucky, and any dispute will be litigated or arbitrated in Madison County County, Kentucky. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in Madison County Courts. Customer agrees to waive the right to trial by jury in any proceeding that happens relating to, or arising out of this AUP/TOS or services rendered. **IN NO EVENT SHALL HILLTOP'S MAXIMUM LIABILITY EXCEED ONE HUNDRED (\$100.00) DOLLARS FOR ANY REASON.**

Some states may not allow such a broad exclusion or limitation on liability for damages as contained in this document. In such states, Hilltop's liability is limited to the minimum permitted under law. Customer agrees that in no event shall Hilltop's maximum aggregate liability exceed the total amount paid by Customer for the Services rendered from Hilltop.

Indemnification

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

Severability

IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID, ILLEGAL, OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY, AND SHALL BE INTERPRETED, TO THE EXTENT POSSIBLE, TO ACHIEVE THE PURPOSES AS ORIGINALLY EXPRESSED WITH THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISION.

AUP/TOS Revisions

HILLTOP RESERVES THE RIGHT TO REVISE, AMEND, OR MODIFY THIS AUP/TOS AND ALL OF OUR OTHER POLICIES AND AGREEMENTS AT ANY TIME AND IN ANY MANNER. NOTICE OF ANY REVISION, AMENDMENT, OR MODIFICATION WILL BE DEEMED WHEN THE NEW INFORMATION IS POSTED WITHIN THIS DOCUMENT OR ANY OTHER ONLINE AGREEMENTS. CUSTOMERS WILL NOT NECESSARILY BE NOTIFIED IN WRITING OF THESE CHANGES. PLEASE CHECK THIS AND ALL OTHER HILLTOP AGREEMENTS AND DOCUMENTS FREQUENTLY FOR CHANGES.

Disclaimer

IN NO EVENT WILL HILLTOP BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM USE OR INABILITY TO USE ANY HILLTOP SERVICE OR PRODUCT, EVEN IF HILLTOP OR ITS AUTHORIZED REMARKETERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY CUSTOMER BASED ON A THIRD PARTY CLAIM. HILLTOP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CUSTOMER MAY SUFFER. HILLTOP MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. HILLTOP DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS INCLUDES

LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY HILLTOP AND ITS EMPLOYEES. HILLTOP RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

CUSTOMER SHALL NOT TRANSFER OR ASSIGN THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF HILLTOP. HOWEVER, HILLTOP MAY ASSIGN THE CUSTOMER'S CONTRACT, IN PART OR IN WHOLE, AT ANY TIME WITHOUT CONSENT FROM OR NOTICE TO THE CUSTOMER. HILLTOP RESERVES RIGHT TO CANCEL CUSTOMERS RIGHTS UNDER THIS CONTRACT AT ANY TIME WITHOUT FURTHER OBLIGATION.

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

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

DOCUMENT FILED: June 14, 2008