

ALPHA WEB IT is designed to serve the web hosting needs of small, independently owned and operated businesses in a single country. It is not appropriate to use our services to support large enterprises or internationally based businesses with a sustained demand that places undue burden on our systems or negatively impacts use by small, independently owned and operated businesses.

ALPHA WEB IT is a shared web hosting service, which means that a number of customers web sites and other email or storage services are hosted from the same server. ALPHA WEB IT uses abuse controls to help ensure that use of our services does not adversely affect the performance of our system or other customers sites. It is not appropriate to use an account primarily as an online storage space or for archiving electronic files.

Disk space:

If you use your services consistently with the Terms of Service and these paragraphs, your site can grow as large as necessary to meet your small business needs, but to ensure a great experience for all, we will place some constraints on how fast you can grow. The vast majority of our customers sites grow at rates well within our rules, but our abuse controls may cause a brief delay while we evaluate if expansion is appropriate.

Data transfer:

In most cases, if you use our services consistently with the Terms of Service and these paragraphs, visitors to your web site will be able to download and view as much content from your site as they like. However, in certain circumstances, our server processing power, server memory, or abuse controls could limit downloads from your site. You can also upload as much content as you like each month, subject only to the Terms of Service and the rules that control how fast your site can grow (see above).

Email storage:

You do not have to worry about hitting a storage limit if you use our services consistently with the Terms of Service and these paragraphs. ALPHA WEB IT will increase your space along with your appropriate small business needs, but our abuse controls may impact the rate of growth or your folder size, and there may be a short delay while we assess your usage. In some cases, creating additional folders or subfolders will help ensure that the system works well for everyone.

ACCEPTABLE USE POLICY & TERMS OF SERVICE

The following is the entire Acceptable User Policy (AUP) agreement between ALPHA WEB IT and the personal or corporate account holder (YOU/YOUR Customer). ALPHA WEB IT provides World Wide Web Hosting, Marketing, and Development. ALPHA WEB IT has certain legal and ethical responsibilities consisting with the use of its servers and equipment involved in these services. ALPHA WEB IT general policy is to act as a provider of Internet presence. ALPHA WEB IT reserves the rights to suspend or cancel a customers access to any or all services provided by ALPHA WEB IT if/when we decide that the account has been inappropriately used.

SERVER ABUSE

Any attempt to undermine or cause harm to a server or customer of ALPHA WEB IT is strictly prohibited. ALPHA WEB IT will strongly react to any use or attempted use of an Internet account or computer without the owners authorisation. Such attempts include Internet scamming (tricking other people into releasing their passwords), password theft, security hole scanning, etc. Any unauthorised use of accounts or computers by YOU, whether or not the attacked account or computer belongs to ALPHA WEB IT, will result in action against YOU. Possible actions include warnings, account suspension or cancelation, as well as civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE – ALPHA WEB IT 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 of fees paid will be made if account termination is due to violation of the terms outlined below. YOU 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 sites (including links to/from), cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by ALPHA WEB IT to be unacceptable use of our services including abuse of server resources.

WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS

All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. YOU are responsible for and should evaluate YOUR web-based applications and scripts on a regular basis to ensure their security and orderliness. Shared hosting accounts may also be terminated if it includes the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers); displaying material that exploits children under 18-years of age; 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.

STORAGE SPACE ABUSE

ALPHA WEB IT will not tolerate any form of storage space abuse. At least 90% of YOUR web pages (HTML) must be linked with files (GIF, JPEG, etc.) stored on ALPHA WEB IT servers. Website that are found to contain either/or no HTML documents, a large number of unlinked files are subject to files deletion or account cancelation at the discretion of ALPHA WEB IT Management (MANAGEMENT), with or without prior notice. If YOU do not qualify for the free service, disk space will go unmonitored until YOU reach the amount allocated to YOUR specific web hosting plan (PLAN). Thereafter, normal website data storage costs of \$0.20/1MB/month will be billed to YOUR account. If you want to pre-pay for disk space overages, you will be billed \$0.10/1MB/month. YOU will have 15 days to pay for your overages.

Failure to do so will result in YOUR website being disabled within 3 days of YOUR first notice. This does not apply to co-location clients. Co-location clients will be billed for the overages based on switch reports. Co-location clients must pay for the overages IMMEDIATELY once billing or ALPHA WEB IT has the sole decision to deactivate any and all servers. ALPHA WEB IT will be the sole arbiter as to what constitutes a violation of this provision.

BANDWIDTH ABUSE

The intention of ALPHA WEB IT is to provide a large bandwidth to transfer web documents, and not an offsite storage area for electronic files. If YOU violate this condition, YOU will be notified and given 48 hours to remedy the problem. Failure to do so will result in YOU being billed for the overages. If YOU do not qualify for the free service, traffic will go unmonitored until YOU reach the amount of quota allocated to YOUR specific PLAN. Thereafter, normal data transfer cost of \$10.00/1GB/month will be billed to YOUR account. If YOU want to pre-pay for bandwidth overages, YOU will be billed \$5.00/1GB/month. YOU will have 15 days to pay for your overages. Failure to do so will result in YOUR website being disabled within 15 days of YOUR first notice. This does not apply to co-location clients. Co-location clients will be billed for the overages based on switch reports. Co-location clients must pay for the overages IMMEDIATELY once billing or ALPHA WEB IT has the sole decision to deactivate any and all servers. ALPHA WEB IT will be the sole arbiter as to what constitutes a violation of this provision.

UNSOLICITED EMAIL & SPAMMING

Unsolicited commercial advertisements (SPAM) are not allowed in e-mail, and will likely result in account cancellation. ALPHA WEB IT takes a zero-tolerance approach to SPAM originating from its servers or for spam advertising of domains hosted within our network. If found, we will charge YOU up to \$25 per unsolicited email message sent and delete YOUR account without any prior notice. The following activities are not allowed: SPAM, which 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 it from your domain); Forging, altering or removing electronic mail headers – 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 lists charter for whether advertising is allowed or not. 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.

NOTE – If YOU use the services of another provider to promote a website hosted by or through ALPHA WEB IT (spamvertising), then the provisions of the above policy shall apply as if the SPAM were sent through our servers.

99.99% UPTIME GUARANTEE

(1.) **COVERAGE** – This 99.99% uptime guarantee applies to any Customer in good financial standing with ALPHA WEB IT at the time of a service outage.

(2.) **SERVICE LEVEL AGREEMENT (SLA) & SPECIFICATIONS** – ALPHA WEB IT endeavours to have the content of YOUR website available for http access by any party in the world 99.99% of the time. Network downtime (unavailability) is defined as 100% packet loss from ALPHA WEB IT to its backbone provider. Downtime is measured past 10 minutes after notification of network failure via ALPHA WEB IT online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling the ALPHA WEB IT NOC. ALPHA WEB IT administrators will determine the end of the downtime by a traceroute to YOUR machine from outside the ALPHA WEB IT network.

(3a.) **SHARED HOSTING CREDITS** – In the event that YOUR website is unavailable for less than 100%, ALPHA WEB IT will credit the following months service fee as follows. YOUR credit shall be retroactive and measured in 24 hours a day of a calendar month, with the maximum credit not exceeding 50% of the monthly service charge for the affected month.

Monthly Uptime Credit:

- 95% to 99.9% – YOUR account will be credited 10% of your monthly hosting fee
- 90% to 94.9% – YOUR account will be credited 20% of your monthly hosting fee
- 89.9% or below – YOUR account will be credited 50% of your monthly hosting fee

(3b.) **MANAGE DEDICATED SERVERS** – For managed dedicated server Customers, if the uptime is between 98.9% and 99.9% for any particular month, credit shall be retroactive and equivalent to the difference between the guaranteed level of availability of the Customers services during the month and the calculated actual level of availability of the Customers services, multiplied by the actual charges incurred by YOU for the services during that monthly period. In addition, for managed dedicated servers, YOU may be entitled to additional credits as calculated below measured 24-hours a day in a calendar month, with the maximum credit not to exceeding 25% of the monthly service charge for the affected month.

In order for YOU to receive a credit on YOUR account, YOU must request such credit within seven (7) days after YOU experienced the downtime. You must request credit by sending an email message to accounts@example.com. For security, the body of this message must contain YOUR account number, the dates and times of the unavailability of YOUR website, and such other customer identification requested by ALPHA WEB IT. Credits will usually be applied within sixty (60) days of YOUR credit request. Credit to YOUR account shall be YOUR sole and exclusive remedy in the event of an outage.

(4.) **RESTRICTIONS** – Credit shall not be provided to YOU in the event that you have any outage resulting from:

- scheduled maintenance as posted from time to time at ALPHA WEB IT,
- your behaviour or the performance or failure of your equipment, facilities or applications,

- circumstances beyond reasonable control of ALPHA WEB IT, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site,
- YOU breaking any agreement policy in ALPHA WEB IT Terms & Conditions and AUP causing a machine to fail as a result.

TECHNICAL SUPPORT BOUNDARIES

ALPHA WEB IT provides technical support for YOU that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues.

However, in under no circumstances is ALPHA WEB IT neither obligated to help YOU in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by YOU previously. We will only provide assistance in making sure any EasyApps applications that are installed through the cPanel control panel interface are installed as directed.

CGI SCRIPTS

Each shared web hosting account comes with its own CGI-BIN. YOU are free to use any CGI scripts YOU wish, however we reserve the rights to disable any CGI script that effects normal shared server operation without prior notice. (this section does not apply to managed dedicated servers)

CHAT ROOMS

We do not allow YOU to install YOUR own chat rooms within a shared hosting account, without approving it with ALPHA WEB IT. This includes, but not limited to, chat applications written in PHP, Perl, CGI, Python, Ruby, etc. Any web application that provides real-time chat is also not permitted. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. However, web based forums such as vBulletin, phpBB or similar forum scripts are acceptable.

FILE SERVER

ALPHA WEB IT installed and provides special file-servers in our network infrastructure for YOUR benefit as a means of storage for electronic files and applications that are not dynamically generated and is downloadable in nature. Files such as MP3, AVI, MID, MIDI,MPG, MPEG, MOV, ZIP, RAR, EXE and anything else we deemed as downloadable and not dynamically generated scripting languages are to be stored within these file-servers, away from the web servers. This Policy does not apply for image files formats such as JPG, JPEG, GIF,PNG, and BMP. In addition, all electronic files stored within ALPHA WEB IT file-servers must be legally owned and be accompanied with a valid license and/or copyright. This include and is not limiting to MP3, AVI, MID, MIDI, MPG, MPEG, MOV, EXE, ISO. Should we discover any unlicensed

and/or illegal files within YOUR account, the files will be subjected to deletion without any further notifications. File-servers will not be backed up.

YOU are advised to have YOUR own backup locally or elsewhere other than within the ALPHA WEB IT servers. If YOU are found to not adhere to this Policy, the offending material(s) will be deleted from YOUR hosting account without any prior notice. This service is only available for ALPHA WEB IT SHARED-HOSTING customers.

SMTP MAIL SERVER ABUSE

We do not allow YOU to send outbound mail to more than 20 recipients at any one given time and/or more than 1,000 pieces of e-mail per day from a shared hosting account with a maximum file size of 20MB per email message. If YOU violate ALPHA WEB IT policies persistently in email activities, YOUR account will be suspended and deleted.

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. (This section does not apply to managed dedicated servers).

IRC

We currently do not allow IRC or IRC bots to be operated on our servers. IRC servers are not permitted on our network. YOU can however, install IRC clients on managed dedicated servers. The installation and/or execution of a script and/or binary that runs in the background or listens to any given port are also strictly prohibited.

PAYMENT POLICIES

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts as well as major account changes and are non-refundable. All pricing is guaranteed for the term of prepayment. ALPHA WEB IT 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 suspension. YOU are responsible for all fees owed on the account from the time it was established to the time that YOU notified ALPHA WEB IT to request for termination of services. All payment is in A.U.D. currency.

ALPHA WEB IT will bill each client \$50 per returned check, per wire transfer received and per credit card chargeback received. All ALPHA WEB IT accounts are setup on anniversary billing cycles. YOUR particular billing cycle corresponds to the contract length that was initially chosen at setup. YOUR account will automatically renew at this length. There is no fee to change to a shorter billing cycle at the end of the current cycle. However, if you wish to change to a shorter billing cycle during a current cycle, there will be a \$50.00 fee. Please contact the billing department at info@alphawebit.com.au should you wish to change your anniversary billing cycle.

CANCELATION OF SERVICE

ALPHA WEB IT reserves the right to cancel a service at any time. All fees paid in advance of cancellation will be pro-rated and paid by ALPHA WEB IT if we institutes our right of

cancellation. Any violation of policies which results in extra costs billed to YOU (i.e. transfer, space etc.). All of ALPHA WEB IT PLANS are backed by a 30-day money back guarantee. If YOU are not completely satisfied with our services or support within the first 30 days of YOUR contract, YOU will be given a full refund of the contract amount excluding setup fees, domain registration fees, add-on/upgrade fees and overages. Setup fees are refundable only if the account order is cancelled prior to account activation. If YOU cancel, the full contract amount less any setup fees and overages will be refunded if ALPHA WEB IT is notified within the first 30 days following activation. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional pop accounts, domain registration fees, etc. For credit card payment, refunds will be made to a PayPal account made available by the Customer after the 120th day. Refund policy will not be made available to Customers using wire transfers. All account cancellations must be done via our cancellation form at YOUR hosting account control panel. Phone or email requests will also constitute acceptance of any cancellation.

PROMOTIONAL RATES & SPECIAL OFFERS

ALPHA WEB IT may offer subsequent promotional rates or special offers, the terms of which may or may not be more favourable than the terms and conditions for YOUR Services. Any such promotions or modifications shall not affect YOUR obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

INTELLECTUAL PROPERTY RIGHTS

Material accessible to you through ALPHA WEB IT services may be subject to protection under the Australian or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, YOU must not use ALPHA WEB IT or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the ALPHA WEB IT network. If YOU use a domain name in connection with ALPHA WEB IT 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 ALPHA WEB IT 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 YOU, logging into a server or account YOU are not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisations security policy. YOU 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. ALPHA WEB IT will cooperate fully with investigations for 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.

ELECTRONIC COMMERCE

YOU will be solely responsible for the development, operation and maintenance of YOUR online store and products along with all content and materials appearing online 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 libellous 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 (i) grant to ALPHA WEB IT a license to cache the entirety of YOUR website, including content supplied by third parties, hosted by ALPHA WEB IT under this Agreement and(ii) agree that such caching is not an infringement of any of YOUR intellectual property rights or any third parties intellectual property rights.

IP ADDRESS OWNERSHIP

ALPHA WEB IT shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by ALPHA WEB IT. ALPHA WEB IT reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

DOMAIN NAME REGISTRATION

YOU agree to pay ALPHA WEB IT prior to the effectiveness of the desired domain name registration, the then-current amount set forth in the ALPHA WEB IT price schedule for the initial registration of the domain name and, should YOU choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if YOUR domain name registration is suspended, cancelled or transferred prior to the end of YOUR then current registration term.

ALPHA WEB IT reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from ALPHA WEB IT to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by ALPHA WEB IT) in connection with the payments of the registration fee for YOUR domain name registration, YOU agree and acknowledge that the domain name registration shall be transferred to ALPHA WEB IT as the paying entity for that

registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase.

ALPHA WEB IT will reinstate YOUR domain name registration solely at the discretion of ALPHA WEB IT, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee. Transfer domain registrar to ALPHA WEB IT, YOU agree to pay ALPHA WEB IT prior to the effectiveness of the desired domain name transfer request, the then-current amount set forth in the ALPHA WEB IT price schedule for the initial transfer request of the domain name. YOU agree and acknowledge that the domain name transfer will fail, and all fees are non-refundable, for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status
- Domain name registration period time expires or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer ALPHA WEB IT reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from ALPHA WEB IT to the email address indicated in YOUR registration application.

In the event of a chargeback by a credit card company (or similar action by another payment Alpha Web IT allowed by ALPHA WEB IT) in connection with the payments of the registration fee for YOUR domain name registration, YOU agrees and acknowledges that the domain name registration shall be transferred to ALPHA WEB IT as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase.

ALPHA WEB IT will reinstate YOUR domain name registration solely at ALPHA WEB IT discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee. Transfer domain registrar away from ALPHA WEB IT. ALPHA WEB IT reserves all rights, without limitation, to reject the domain name transfer request for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status and there is no request from Registered Name Holder or Administrative Contact for the status change
- Domain name registration period time will be expiring in less than 60 days or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer YOU agree and acknowledge that the failure or success of a domain name transfer will be his/her sole responsibility, and ALPHA WEB IT will not be held liable for the failure of a domain name transfer for any reason.

LAWFUL PURPOSE

ALPHA WEB IT reserves the right to refuse service to anyone. YOU may only use ALPHA WEB IT server for lawful purposes and our services may not be used for illegal purposes or in

support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in the United States of America, it is not permitted to reside on our servers. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes but not limiting material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated Warez, OGG, AVI, MPEG, ISO, Hacker programs or archives, Copyrighted Digital Movie Copies (DIVX) and Unlicensed MP3. The designation of any materials as such described above is left entirely to the discretion of ALPHA WEB IT management. If illegal content or usage is found, the account will be suspended and/or terminated. YOU agree that ALPHA WEB IT may disclose any and all YOUR information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification.

Regardless of the place of signing this agreement, YOU agree that for purposes of venue this contract is entered in Atlanta, Georgia, and any dispute will be litigated or arbitrated in Atlanta, Georgia. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Fremont courts.

IN NO EVENT SHALL ALPHA WEB IT MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

INDEMNIFICATION

YOU AGREE THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD ALPHA WEB IT HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEYS FEES ASSERTED AGAINST ALPHA WEB IT, 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 YOU, YOUR AGENTS, EMPLOYEES OR ASSIGNS. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALPHA WEB IT AGAINST LIABILITIES ARISING OUT OF:

- (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH ALPHA WEB IT SERVERS.
- (2) ANY MATERIAL SUPPLIED BY THE 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 ALPHA WEB IT SERVERS.

DISCLAIMER

ALPHA WEB IT WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. ALPHA WEB IT MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. ALPHA WEB IT DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY ALPHA WEB IT AND ITS EMPLOYEES. ALPHA WEB IT RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF ALPHA WEB IT MUST ADHERE TO THE ABOVE POLICIES. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT CANCELATION.

PRIVACY STATEMENT

ALPHA WEB IT follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.