

## TERMS OF SERVICE

BetterServers Datacenter provides services to clients worldwide. We have a responsibility to protect each client and to provide the best services available. We follow the "[Golden Rule](#)" principle and understand all circumstances are different and no one is perfect (including us!) If any circumstances arise that you are concerned about, please feel free to contact us. We are happy to work it out.

### **Terms of Service**

This Terms of Service (TOS) Policy applies to all persons and entities (collectively, "customers, subscribers") using the products and services of BetterServers Datacenter, Inc., ("ACE DC") including Internet service and/or coocation services. The policy is designed to protect the security, integrity, reliability, and privacy of both the ACE DC network and the products and services ACE DC offers to its customers. ACE DC reserves the right to modify this policy at any time, effective immediately upon posting of the modification.

### **1. Use of BetterServers Datacenter Products and Services**

You may use any of our services, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other jurisdictions. In order to access certain services, you are required to provide current and accurate identification, contact, and other information as part of the registration process. You are responsible for maintaining the confidentiality of your account information, and are responsible for all activities that occur under your account. You are solely responsible for all content on your account. You agree to immediately notify BetterServers Datacenter of any unauthorized use of your account or any other breach of security. BetterServers Datacenter will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your account secure.

### **2. Acceptable Conduct**

You agree that you are responsible for maintaining your own account. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials ('Content') are the sole responsibility of the account from which such Content originated. BetterServers Datacenter reserves the right, but does not assume the responsibility, to monitor or review any Content on BetterServers Datacenter services. You agree that you are responsible for the conduct of all users of your account and any Content that is created, transmitted, stored, or displayed by, from, or within your account while using BetterServers Datacenter services and for any consequences thereof. You agree to use BetterServers Datacenter services only for purposes that are legal, proper and in accordance with the TOS Policy and any applicable policies or guidelines. You agree that you will not engage in any activity that interferes with or disrupts BetterServers Datacenter services or servers or networks connected to BetterServers Datacenter services.

### **3. Acceptable Use Policy**

Your use of ACE DC's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

Unacceptable use includes, but are not limited to, any of the following:

- a. Posting, transmission, re-transmission, or storing material on or through any of ACE DC's products or services, if in the sole judgment of ACE DC such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
- b. Installation or distribution of "pirated" or other software products that are not appropriately licensed for use by customer.
- c. Resale of ACE DC's products and services without the express prior written consent of ACE DC (unless you are an authorized wholesaler).

- d. Deceptive marketing practices.
- e. Actions that restrict or inhibit anyone - whether a customer of ACE DC or otherwise - in his or her use or enjoyment of ACE DC's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
- f. Introduction of malicious programs into the ACE DC network or servers or other products and services of ACE DC (e.g., viruses, trojan horses and worms).
- g. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.
- h. Executing any form of network monitoring that will intercept data not intended for the customer.
- i. Circumventing user authentication or security of any host, network or account.
- j. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
- k. Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
- l. Failing to comply with ACE DC's procedures relating to the activities of customers on ACE DC-owned facilities.
- m. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of ACE DC's products or services.
- n. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
- o. Harassment, whether through language, frequency, or size of messages.
- p. Unauthorized use or forging of mail header information.
- q. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
- r. Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- s. Use of unsolicited E-mail originating from within the ACE DC network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by ACE DC or connected via the ACE DC network.
- t. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.

All services provided by BetterServers Datacenter may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The customer agrees to indemnify and hold harmless BetterServers Datacenter and its employees from any claims resulting from

the use of the service which damages the subscriber or any other party. Our acceptable use policy is actively and strictly enforced. Offending content or users are suspended from our network, usually as soon as they are discovered, although we will always inform you when and why any action has been taken. Pornography is prohibited on all BetterServers Datacenter servers. This includes sites that include sexually explicit images and/or advertising.

**Misuse of System Resources:** Misuse of system resources, including but not limited to employing programs that consume excessive CPU time (outside of reserved CPU allocation), network capacity, disk IO or storage space.

**Unsolicited Communications:** Sending unsolicited bulk messages utilizing our network. Generating a significantly higher volume of outgoing e-mail than a normal user. Using a non-existent email return address. Open E-mail relaying. Sending out unsolicited email from any other network that points to a BetterServers Datacenter server.

**Access to Other Computers or Networks without Authorization:** Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

**Other Activities viewed as Illegal, Immoral, or Harmful:** Engaging in illegal activities or engaging in activities harmful to the operations of BetterServers Datacenter or to any of BetterServers Datacenter's customers. Illegality In any form, including but not limited to the unauthorized distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material. **Undesirable Content** Certain types of content are not allowed on our network. We do not host or allow adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Adult content is not allowed. Software, audio and video downloads may only be hosted if you are the writer and copyright owner of the resources or you have a right to distribute the materials. Accounts suspended due to content or AUP violation are not refunded under any circumstances.

**Providing False Data on any Contract or Application:** including fraudulent use of credit card numbers is a violation of our usage policy and subject to account termination.

#### **4. Account Cancellation or Suspension**

BetterServers Datacenter may cancel or suspend your access to BetterServers Datacenter services at any time and for any reason without notice. Upon cancellation or suspension, your right to use the service will stop immediately. You may not have access to data that you stored on the service after we suspend or terminate the service. You are responsible for backing-up your data that you use with the service. If we cancel your service in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we terminated your service.

You may terminate the service at any time by following the instructions in the Member/Client Management Portal. **YOU MUST DELETE YOUR OWN DATA FOR SECURITY PURPOSES.** As soon as you cancel the service, by deleting your installation(s), your right to use it stops immediately. You may not have access to data that you stored on the service after you terminate the service. You are responsible for backing-up your data that you use with the service. Cancellation of the service by you will not alter your obligations to pay all charges (if any) due to BetterServers Datacenter at the time of cancellation

#### **5. No Third Party Beneficiaries**

You agree that, except as otherwise expressly provided in this TOS Policy, there shall be no third party beneficiaries to the TOS Policy.

#### **6. Warranty Disclaimer**

You agree that your use of BetterServers Datacenter services shall be at your sole risk. All services provided by BetterServers Datacenter are available as is without warranties or guarantees applied.

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