

Terms Of Service for Web Hosting on PDMNETWORKS.COM

These are the terms and conditions for use of the Internet services provided by PDMNETWORKS.COM. By purchasing services and by clicking through the order form to completion you are manifesting assent to the terms and conditions and you agree to be bound to them (from PDMNETWORKS.COM, you (Customer) agree to abide by these terms and conditions). We reserve the right to change this agreement at any time without notice.

1. **Lawful Use** - You are responsible for conforming to all federal, state, and local laws regarding the Internet and electronic communication. You must respect the intellectual property and copyrights of resources provided by others on the net. You may not participate in any illegal activities while using your account. You must obey the laws of the United States and other countries that you communicate with over the net. We cannot and do not monitor or control traffic content to/from our service. You are responsible for keeping your activities legal, and for censoring yourself and colleagues. Customer is not permitted to post any material that is illegal, libelous, tortuous, or likely to result in retaliation against PDMNETWORKS.COM. Should the posted material fall into this category, we reserves the right to immediately refuse or terminate service.

2. **Data & Backup** - While we do back up our system files, we do not back up domain files uploaded by our customers. This means that if you upload web pages or other personal files to our system, you must keep a backup on your own machine. Customer agrees that PDMNETWORKS.COM has the right to delete all data, files, or other information that is stored on PDMNETWORKS.COM's computers upon termination of services, or cancellation of account due to non-payment.

3. **Unsolicited Advertising** - Unsolicited advertising (spam) via E-mail or newsgroups is prohibited and shall result in immediate account dismissal. "Spamming", including (but not limited to) mass-E-mailing, cross-posting, or otherwise causing abuse to others on the net is prohibited and will be grounds for account dismissal. Any actions construed to be negligent, malicious, or a denial-of-service attack is strictly prohibited.

4. **Billing Policy** - Approximately 10 days prior to the end of the month, PDMNETWORKS.COM will e-mail Customer invoice to the e-mail billing address in Customer's company profile. Customer is responsible for keeping the billing e-mail address current. Payment is due upon receipt. Each and every payment is considered a material term to this agreement. We accept payment with cash, check, money order or credit card. Any unpaid accounts will be suspended at noon on the 15th day of the month. Any late payments could result in discontinuation of service and nullification of this agreement. There will be a \$25 service charge for all returned checks. Recurring payments are setup for customers convenience for credit card and check payments. Payments to Credit Cards will be charged as "PDMNETWORKS.COM". Any account using twice as much transfer as its plan allows for will be required to upgrade plan and pay overages upon receipt.

5. **Network Security** - Customer is expected to keep all passwords secret.

Passwords allow access to your private messages and billing information. If PDMNETWORKS.COM believes a Customer's password has been compromised, we reserve the right to change the Customer's password without notice.

6. Domain Names - Customer is responsible for registering Domain Names with InterNIC. Domain names can be registered online at <http://www.godaddy.com> or any authorized 3rd party. IP Addresses - Customer will be assigned IP addresses by PDMNETWORKS.COM, and must return to PDMNETWORKS.COM the rights to same when service is discontinued.

7. Assignment or Transfer - Customer shall not assign or transfer the rights or obligations associated with this assignment, in whole or in part, without PDMNETWORKS.COM's written consent.

8. Cancellation - Customer or PDMNETWORKS.COM may cancel this agreement at any time with 30-day written notice. PDMNETWORKS.COM reserves the right to terminate or refuse service to anyone. Falsification of contact information is grounds for immediate termination.

9. Price Adjustments - Customer will have 30 days from notification of price increases to cancel affected service without penalty. Prices may be reduced or new services and options may be put into effect without advance notice.

10. Limitations of Warranty and Assumption of Risk - Customer uses PDMNETWORKS.COM's services at Customer's own risk. PDMNETWORKS.COM makes no warranty, expressed or implied. PDMNETWORKS.COM shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. This service is provided as is. We are not responsible for hardware or software damage, loss of wages, or any other financial or personal loss resulting from the use of, or inability to use, this service. Any liabilities are strictly limited to the amount of the fee paid for services rendered. PDMNETWORKS.COM shall not be liable for claims of damages made by any third party for any cause whatsoever. Phatservers disclaims any and all implied warranties regarding the products, including any warranty of merchantability or fitness for a particular purpose.

11. Hold Harmless - Customer will indemnify and hold PDMNETWORKS.COM harmless (including officers, employees, agents, and shareholders) of any and all claims, costs, expenses, attorney fees or liability resulting from any damage to Customer's business, service, equipment, network, operations, or reputation resulting from PDMNETWORKS.COM's actions. Indemnification includes, but is not limited to, any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

12. Arbitration - If any portion of this agreement is found to contradict federal, state, or local laws, the remaining portions will remain in full force until account

termination. Both parties agree to submit any dispute relating to the subject matter of this Agreement to binding arbitration, pursuant to the commercial rules of the American Arbitration Association. The parties surrender and waive the right to submit any abatable dispute to a court or jury, or to appeal to a higher court. The arbitrator(s) shall not have the power to award punitive, consequential, indirect, or special damages. The arbitrator shall have the power to award costs and reasonable attorney fees to the prevailing party.

By accepting these terms and conditions you represent that you are providing PDM Networks with accurate and truthful information; that you will up date any registration information as is necessary to keep it accurate and truthful, and you represent that you are at least 18 years of age and legally able to enter into contracts.

By accepting these terms and conditions you agree to have all disputes between the parties heard in the State of Arizona, using Arizona State Law, with venue in the County of Maricopa, State of Arizona.

This is the entire agreement between the parties and supersedes any and all prior written or verbal agreements that may have existed.

These terms and conditions were last updated on 1/2/2008. If you have any questions regarding these terms, please contact rtm@PDMNETWORKS.COM. Copyright 1999-2009. All Rights Reserved.