

# This is our contract with you. It's not our fault! Blame the lawyers!

This document contains our Terms of Service, found immediately after this statement, as well as our Acceptable Use Policy and Service Level Agreement. By using/signing up for the services of Virpus Networks, you agree to the following:

This agreement ("Agreement") between Virpus Networks, Inc., ("Virpus Networks ") and the Customer ("Customer") which this agreement governs the provision of Virpus Networks and related services (the "Services"). This Agreement is effective the instant Customer (a) signs up for Services through any of Virpus Networks' websites or (b) establishes an account with Virpus Networks or uses the Services or any part thereof ("Effective Date"). Virpus Networks may revise this Agreement and will have an effective date of 30 (thirty) days after any new terms or revisions have been put in place before it applies to Customer. Virpus Networks will in its best efforts attempt to notify the customer of any minor changes, and will notify customer with any major changes.

## Services.

Virpus Networks will provide Customer with what they signed up for within their order according to the fees indicated to the Customer before Virpus Networks billed Customer. Customer also understands that unless Virpus Networks is running a promotion, Virpus Networks will not discount their price or provide anything more or less than what the customer signed up for without Customer upgrading their plan by a Virpus Networks customer service representative.

The payment term the customer selects while ordering is the effective term of this agreement.

## Rejection of Services.

Virpus Networks reserves the right to cancel, temporarily suspend or deny services to Customer at our discretion. If Virpus Networks feels that it is not of its best interest, or a liability to obtain a customer, Virpus Networks will take into consideration past history on both business levels and personal levels to determine if customer is a liability to the company. Virpus Networks will give notice of cancellation if Virpus Networks cancels Customers account, as well as temporary suspension and denied services. Virpus Networks reserves the right to temporarily suspend or deny service to customers who abuse our staff or help desk by using unnecessary language, such as curse words. In such case, a refund will not be granted.

## Payment.

Virpus Networks will invoice Customer 10 days in advance of their official due date of their account. Customer agrees that as long as account is active, customer will maintain a good standing balance with Virpus Networks, and will pay before or on the due date of invoice. If customer is paying via credit card, payment may be authorized at the time of the invoice being generated. Any setup fees associated with the opening of the Customers account, or future upgrades are one time fees; services ordered during initial signup with setup fees will be charged up front, as well as the Customers hosting services.

If Customer has not paid by the account due date, Virpus Networks may suspend Customers account(s). If Customers account is not paid after 3 days of the due date payment has not been received, Virpus Networks, at its discretion, will terminate the customers service(s), unless arrangements have been made by the customer with Virpus Networks. After account has been suspended, a \$5 administrative fee will be applied for re-connection.

## Cancellation of Services.

To cancel account, the customer must login to their myVirpus.com account, click on My Hosting Packages, click the service you wish to cancel, and click "Request Cancellation". Cancellation by any other means will not be an acceptable form of a cancellation request. Please note that we do not offer refunds under any circumstances, however can issue an account credit of the unused time to be used towards future invoices with Virpus Networks, if your cancellation is requested for "Immediate". Please note this only applies for services that have been prepaid. We do not offer this for monthly services.

Although a customer may cancel PayPal subscription, Virpus Networks does not consider this a form of cancel. All payments prior to account closure are non-refundable unless otherwise guaranteed. This includes but not limited to setup fees, hosting fees and other services offered through Virpus Networks.

Customer must put in their cancellation request 10 days in advance in order to be effective.

If you subscribed using PayPal, it is your responsibility to ensure that this subscription has been canceled.

## Refunds and Disputes.

All payments to Virpus Networks are non-refundable. All billing disputes must be reported to Virpus Networks within 60 days in order to receive compensation. If customer files a charge back against a legitimate charge placed by Virpus Networks, a \$50 administrative fee will be charged per chargeback.

Should customer open a PayPal dispute, Virpus Networks has the right to suspend or terminate service at its discretion. Money Back Guarantee.

Virpus Networks offers a complete 3 day money back satisfaction guarantee. If under the circumstances the customer is not happy with our services, Virpus Networks agrees to provide a full refund of the service, excluding any setup fee's, control panel fees, and/or control panel add-on fees. Customer may not modify their cancellation reasoning after it has been provided the first time. This policy is void if (a) customer shows signs of knowing they will cancel within 3 days (b) customer signs up for the purpose of canceling (c) customer has no record or signs of dissatisfaction in the myVirpus helpdesk (d) If customer has multiple services, or has had service in the past.

Customer needs to cancel their account via myvirpus.com and specify for immediate cancellation. After doing so, open a ticket with the billing department requesting a refund. Note that all control panel and licensing add-ons are non-refundable.

Service Level Agreement.

**99.9% Network Uptime Guarantee:** Virpus Networks offers a 99.9% uptime guarantee on all network related services (i.e. bandwidth, routers, switches, and cabling). The 99.9% uptime guarantee is applicable to all network services delivered to customers via a single independent network drop. Customer generated outages created by failed equipment, exploited servers, misconfigurations or traffic in excess of the maximum allowed by contract are not subject to the SLA. Service credits are based directly on all equipment and/or services affected by a network outage. Services or hardware not related to the network outage will not qualify for a service credit.

**99.9% Service Uptime Guarantee:** Virpus Networks offers a 99.9% complete service uptime guarantee to Virtual Private Server customers. This guarantee includes the availability of accessing the virtual private server and network availability. Virpus Networks does not consider services within the VPS bound or eligible to this policy (such as mysql, apache, FTP, etc), but only the availability of the VPS.

**99.9% Service Uptime Guarantee:** Virpus Networks offers a 99.9% Uptime guarantee to our general web hosting customers and reseller customers. This guarantee includes the availability of all services, network and the access ability of the customers website(s).

Virpus Networks provides up to 50% monthly recurring revenue credit to a customer if service is unavailable. For every hour of downtime, Virpus Networks will grant a one day credit based off the monthly recurring cost, minus any control panel add-ons. Applies to the base service only.

The Virpus SLA is only valid for non-scheduled maintenance downtime. Please see "Maintenance, Security, & Service Interruption."

NOTE: Any service outage will need to be reported within 48 hours after restoration. After 48 hours, you will not be warranted a credit.

Support Policy.

Virpus Networks will make all attempts to reply to the customers request within 1 hour of submission. Virpus Networks charges an hourly rate of \$45 per hour in increments of 30 minutes for anything not covered within a management plan. Any services not hosted with Virpus that the Customer requests work on are subject to the hourly rate unless a separate management plan is ordered. If a unmanaged VPS customer opens a ticket with Managed Support to request intermediate to advanced technical support, a \$5 fine will apply per ticket.

If any issue should come up with Customers service, the customer may not order a Management plan at the time of the incident. The hourly rate will apply, which after resolution, the customer may then opt to order a Management plan.

Ownership of Data, Software, Hardware, and IP Addresses.

All software, hardware and Internet protocol ("IP") addresses provided by Virpus Networks are licensed to Customer and remain Virpus Networks's sole and exclusive property.

Bandwidth Overages.

At the end of your billing period and as well as periodic bandwidth checks, Virpus Networks will take an analysis of your server or VPS. If at that time you are found to be over your bandwidth, Virpus Networks will send you notice of these overages. Note that all overages will be charged \$.50/GB that you went over.

Backups.

For services where Virpus offers backups (would be stated on the offerings page if so), customer should not rely on the availability of our backups, nor expect to be able to recover from our backups. Virpus Networks recommends that the Customer take their own backups using third party services. Should the Customer need to retain a backup on our network, there will be a \$10 retrieval fee which must be paid before backup is delivered. The backups of Virpus Networks are in no way guaranteed, as they rely on third party softwares which Virpus Networks is not directly involved with the development of those softwares to ensure quality backups.

#### Maintenance, Security, & Service Interruption.

(a) Virpus Networks may interrupt Service to perform maintenance on Virpus Networks equipment. Virpus Networks will exercise reasonable efforts (i) to inform Customer before interrupting Service and (ii) to restore the system promptly. Any scheduled maintenances as well as any problems that may arise due to scheduled maintenance will not be compensated under our Service Level Agreement (SLA).

(b) Customer is responsible for maintaining security, for maintaining patches and disaster recovery systems, and for maintaining backups. Virpus Networks will not be liable for loss of data or for breaches in system integrity, even if Customer's Service includes firewall's, backups, denial of service protections, or other mechanisms to protect data and system integrity. In the event that Virpus Networks suspects that security of any of equipment has been breached, it may disable such equipment and the Service.

(c) In the event that Customer's use of Service causes a denial of service or in any other way injures the functioning of services Virpus Networks provides to other customers, Virpus Networks may interrupt Service or permanently disable it, even if such denial of service or injury occurred through no fault of Customer's.

(d) Virpus Networks will not be liable for service interruptions, including without limitation interruptions executed in order to investigate suspected AUP violations, whether or not such violations occurred.

#### Spamming

Directly or indirectly transmitting or supporting the transmission of unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. If you are caught in violation of spamming your services will result in immediate termination without a refund as you chose to violate this policy.

#### Disclaimers and Warranties.

(a) Virpus Networks will not be liable for any consequential, incidental, exemplary, punitive, or multiple damages, even if Virpus Networks was advised in advance of the possibility of such damages. Virpus Networks' maximum liability arising out of or related to this agreement will not exceed the total amount of fees billed to customer during the twelve-(12) months preceding the claim.

(b) Virpus Networks will have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from: (i) other Virpus Networks customers or third parties accessing customer's data or assigned computers; (ii) security breaches; (iii) eavesdropping; (iv) denial of service attacks; (v) interception of traffic sent or received using the equipment or Service; (vi) customer's reliance on or use of the equipment or Service; (vii) mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation, or other failures of performance of the equipment or Service; (viii) the accuracy, completeness, and usefulness of the Service; (ix) loss of data or loss of access to data; or (x) loss of equipment or injury to equipment.

(c) Virpus Networks shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Customer except to the extent such liability results from Virpus Networks gross negligence or willful misconduct. Any policy of insurance covering the property owned or leased by Customer against loss by physical damage shall provide that the underwriters have given their permission to waive their rights of subrogation against Virpus Networks, its affiliates and their directors, officers, partners, and employees, as well as their subsidiaries, and their respective directors, officers, partners, and employees.

(d) Virpus Networks' limitations and exclusions of liability set forth in this section 7 and in this agreement apply equally to Virpus Networks' officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies.

#### Indemnity & Third Party Claims.

(a) Customer will defend and indemnify Virpus Networks, its officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies from any third party claim arising out of or related to: (i) alleged Customer conduct that would breach this Agreement, including without limitation alleged infringement of third party intellectual property or privacy rights; (ii) Customer's use, misuse, or failure to use the Service; and (iii) any action taken by Virpus Networks as part of an investigation into a suspected violation of this Agreement or as a result of its conclusion that a violation has occurred. Such Customer obligation includes payment of losses, expenses, damages, and costs, including without limitation attorneys' fees.

(b) Upon Virpus Networks' request, Customer will immediately notify any third party that Virpus Networks is not responsible for (i) any content or materials posted on any Customer website or otherwise disseminated through Customer's use of the Service or (ii) any use or abuse of the Service whatsoever by Customer or any third party.

#### Liability.

Customer is solely responsible for the conduct of the Customers business and all other matters under Customers control. IN NO EVENT SHALL VIRPUS NETWORKS, ITS PARENT, SUBSIDIARIES, AFFILIATES, CONTRACTORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS, OR ANY OTHER PARTY INVOLVED IN PRODUCING, CREATING OR DELIVERING VIRPUS NETWORKS SERVICE, TECHNOLOGY OR CONTENT, BE LIABLE TO The Client IN ANY MANNER WHATSOEVER FOR LOSS OF OR INACCURACY OF DATA, GOODS, REVENUES, PROFITS, SERVICES, OR TECHNOLOGY OR FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, EVEN IF VIRPUS NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The Client HEREBY WAIVES ANY AND ALL CLAIMS AGAINST VIRPUS NETWORKS AND ITS PARENT, SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF CUSTOMERS USE OF VIRPUS NETWORKS SERVICE.

## Acceptable Use Policy

By using our services, you agree to comply with our policies. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses: Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, harassment, fraud, drug dealing, and other illegal activities.

#### Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited.

Virpus Networks reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

#### Illegal Use

Virpus Networks services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited.

#### System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Virpus Networks has a "zero tolerance" policy regarding Denial of Service Attacks. Virpus Networks reserves the right to terminate any Hosting account or Dedicated or Managed Server or Co-Location account which has been the target of a Denial of Service or similar type attack.

No Virpus Networks servers or networks may be used for:

- Email spamming
- Warez, Hackz or Serialz sites.
- Illegal content or activities
- Anything IRC related
- Torrents
- Services that may attract DDoS attacks such as Camfrog servers
- High load applications which may cause disruption to other customers
- Java gaming or applications on OpenVZ plans or Premium OpenVZ Plans. Can only run on Xen and Windows plans.
- Any other type of high packet load or disruptive network traffic or disruptive processes that effect the experience of our other users.
- Ask before you attempt something questionable, it will save us all a lot of trouble.

#### Spamming

Directly or indirectly transmitting or supporting the transmission of unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

#### Consequences of Violation

When Virpus Networks becomes aware of an alleged violation of its Acceptable Use Policy, Virpus Networks will initiate an investigation. During the investigation Virpus Networks may restrict Customer's access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, Virpus Networks may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. If such violation is a criminal offense, Virpus Networks will notify the appropriate law enforcement department of such violation. Virpus Networks does not issue service credits nor refunds for any outages incurred through service disablement resulting from Policy violations. Further, Virpus Networks will not provide refunds due to suspension or termination due to customer being in violation of this policy.

Any customer terminated for violations of our Acceptable Use Policy, as well as having their account closed, and tries to sign up under a different account using a fake name and/or different e-mail address will be terminated without refund. Determination of a fake name and/or e-mail address will be made at the discretion of Virpus Networks.