

Aidan Internet Solutions - Service Agreement

Aidan Internet Solutions (Aidan) is a Web Presence Provider. User accounts on our Internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your placement of information on Aidan's servers is an acknowledgment that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on Aidan's servers.

1. USER CONDUCT

Aidan's services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to Aidan, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not:

- A. Restrict or inhibit any other user from using Aidan's services;
- B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- C. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- D. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material);

2. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Aidan from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Aidan, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

Aidan reserves the right to refuse or discontinue service to anyone at Aidan's sole discretion. Aidan may deny you access to all or part of the service without notice if you engage in any conduct or activities that Aidan in its sole discretion believes violates any of the terms and conditions in this agreement. Aidan shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Aidan has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Aidan reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

Initials _____ Date _____

4. NO WARRANTIES

Aidan makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Aidan or its agents or employees shall create a warranty. Aidan provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Aidan be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Aidan service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Aidan's servers that such information becomes available to all Internet users and that Aidan has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Aidan's servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Aidan or on the Internet generally.

5. ECPA NOTICE (Electronic Communications Privacy Act)

Aidan reserves the right to monitor any and all communications through or with our facilities. You agree that Aidan is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

6. IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply Aidan with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current.

7. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by Aidan, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Aidan. You agree to abide by any and all future Aidan policy decisions.

Initials _____ Date _____

8. SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify Aidan immediately by telephone at 512-326-9669 and in writing by registered mail return receipt requested to Aidan Internet Solutions, PO BOX 684652, Austin, TX, 78768-4652. You shall be held fully responsible for any misuse or compromise to your account for which Aidan is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Aidan has the right to suspend access to the account pending an investigation and resolution. You also agree that Aidan has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

9. BACKUP OF DATA

Although Aidan maintains backups of data for customers' convenience, your use of the service is at your sole risk. Aidan is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on Aidan's servers.

10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of Aidan or any other service with reference to services obtained through Aidan, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, Aidan, or any other party or parties resulting from any such conduct.

11. PAYMENT

You agree to supply appropriate payment for the services received from Aidan, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. Aidan agrees that any customer may discontinue their account for any reason by providing 30 days written notice to Aidan and that a pro-rated refund from the date of account termination for unused time periods will be provided upon request. The date of account termination will be determined as the 30th day after written notification has been received.

Aidan may interrupt any customer's service for accounts more than five days past due. At Aidan's sole discretion, Aidan may charge a restoration fee of \$75 on accounts interrupted for failure to pay and will not restore service until the customer pays the restoration fee and all outstanding charges. Customer agrees to pay Aidan any costs or damages incurred by Aidan resulting from Customer's default.

12. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with Aidan or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

13. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

Initials _____ Date _____

14. JURISDICTION

This agreement shall be governed by the laws of the State of Texas.

15. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on Aidan's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

Name: (print) _____

Signature: _____

Company: _____

Date: _____