

This AUP/TOS (Acceptable Use Policy/Terms of Service) is for Patch Cable Plus' Shared Hosting Services Only.

Patch Cable Plus reserves the right to change this Policy any time, so please, check this page at least once a month or when in doubt.

Patch Cable Plus strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other Patch Cable Plus customers and us against such harm.

SPAM Policy:

Patch Cable Plus is committed to a **zero-tolerance, anti-Spamming policy**. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the Patch Cable Plus network, by customers or any other users of the Patch Cable Plus network (including customers' customers); AND/OR over ANY network- if the message sent advertises or mentions a site hosted on the Patch Cable Plus server.

We react quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. Sending unsolicited commercial email (a.k.a. "spam"), cross-posting messages to a large number of usenet groups, posting obscene or threatening messages while using or referring to a Patch Cable Plus email address or web site URL is prohibited. The use of Patch Cable Plus servers as a mail drop for responses to activities described above is also prohibited. Accounts canceled due to spam will be billed a "clean up" fee of \$500.

If you have any complaints or comments regarding Spam on our network, please direct them via email to abuse@patchcableplus.com

Content Policy:

All services provided by Patch Cable Plus 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, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The subscriber agrees to indemnify and hold harmless Patch Cable Plus from any claims resulting from the use of the service which damages the subscriber or any other party.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Patch Cable Plus servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software, Hacker programs or archives, Warez sites

Any illegal activity, spamming, hacking or excessive usage of server resources will result in your site being shut down and all your files deleted without warning. Patch Cable Plus will be the sole arbiter as to what constitutes a violation of this provision.

Email Policy:

Patch Cable Plus may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of such email. We consider mass email any email message sent to more than 250 email addresses or more than 10 news groups.

CGI Scripts/Forums Policy:

Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script or forum software that effects normal server operation or service to other Patch Cable Plus customers. If the offending software causes major stress on any server, we will, without warning, suspend your account. No chat room or similar scripts allowed without pre-authorization. .

Subhosting Policy:

Subhosting (hosting more than one web site with a single Patch Cable Plus user account) is generally not allowed on Patch Cable Plus servers. It is subject to Patch Cable Plus approval on case by case basis.

Traffic Policy:

Patch Cable Plus allows for very generous traffic, and most sites never exceed 10 GB per month, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution. Patch Cable Plus customers are discouraged from storing any files that cause excessive traffic on Patch Cable Plus servers. Please contact Patch Cable Plus Technical Support team for more information. Again, 99% of the sites do not fall into this category and never reach our traffic limits.

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law.

Any deliberate attempt to cause damage to Patch Cable Plus or any other Internet servers will result in immediate account deactivation without prior notice. No refund is given in this case.

Data transfer is measured in bytes, kilo bytes (KB), mega bytes (MB) or giga bytes (GB). If a website delivers 100,000 pages each month with average page file size of 20 KB, the data transfer per month will be 2 GB. Almost 80% of websites on the internet uses less than 5 GB of data transfer per month.

10 Gigabytes of monthly bandwidth or data transfer translates to about 10,000 unique visitors per day. The average website uses less than 250MB of bandwidth per month and receives about 50 visitors per day, so only very popular sites ever exceed 10GB

Patch Cable Plus reserves the right to charge additional fees for extremely high bandwidth sites (over 10GB of transfer per month). Overage charges are \$4.50 per GB transferred. Additional bandwidth can be pre-purchased at \$3.00 per GB. Usage can be monitored at <http://www.patchcableplus.com/livebw>

Indemnification Policy:

You agree to use all Patch Cable Plus services and facilities at your own risk. Patch Cable Plus specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Patch Cable Plus be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold Patch Cable Plus harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Patch Cable Plus, 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 customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Patch Cable Plus against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Patch Cable Plus's server;
- (2) any material supplied by 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 Patch Cable Plus's server.

Patch Cable Plus shall be the sole judge of what violates this Policy.

Telephone Support:

Client agrees to use email support@patchcableplus.com for technical support issues. Patch Cable Plus does not offer free web design support to web hosting clients. Patch Cable Plus partners with [Bensinger Consulting](#) to offer web design and website support at \$95.00 per hour. (Prices subject to change at anytime)

Payment Policies, Fees, and Term of Agreement:

Full payment is required before any hosting service is rendered, which includes renewals. All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax. Prepayment is due each anniversary (one month, three month, six month, one year) following the date the account was established. You may cancel at anytime, with 30 days prior notice. As a policy, we do not offer credits or refunds. All monetary transactions are in \$US dollars. Additional features can be added at any time. Monthly feature prices are not prorated. Patch Cable Plus reserves the right to change prices at any time.

NOTE: Patch Cable Plus charges a \$25.00 fee for returned checks and a \$50 fee for chargebacks. For international customers, if you are sending a check/money order the amount must be drawn in US dollars.

This contract can be cancelled at anytime with 30 days written notice to Patch Cable Plus. To cancel your account, please email support@patchcableplus.com. This is an Arizona contract and will be enforced as such.

Signature: _____
Title: _____

Print Name: _____
Date: _____