



At AAP Consulting (AAPC), we value our customers and wish to provide them with a positive experience. To offer you the best service possible, all customers need to follow the same rules and guidelines. These policies are intended to make AAPC's service available to all our customers as consistent and efficient as possible.

### **Privacy Policy**

AAPC insures that all personal information being voluntarily submitted to us in the processing of your order (to be used for record and billing purposes, etc.), inclusive, but not limited to, credit card and other personal information, will be kept strictly confidential and used "solely" by AAPC, its authorized representatives, and employees; for the strict purpose for which it was intended, and for the benefit of the subscriber. We agree not to share, rent, sell, or release this information to any individual, entity, or third party, for any reason, without the specific written consent of the subscriber; with exception as required by law, regulation, or governmental authority.

### **Availability of Services**

Subject to the terms and conditions of this Agreement, AAPC shall attempt to provide Web Hosting and Virtual Hosting for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Web Hosting and Virtual Hosting service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AAPC may undertake from time to time; or (iii) causes beyond the control of AAPC or which are not reasonably foreseeable by AAPC, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You agree that AAPC has no control of availability of Web Hosting and Virtual Hosting on a continuous or uninterrupted basis.

Service Availability Guarantee. AAPC offers a service uptime guarantee for its Web Hosting and Virtual Hosting service of 99.9% ("Service Uptime") of available time. If AAPC fails to maintain this level of service availability, you may contact AAPC and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further services from AAPC, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by (i) scheduled maintenance; (ii) errors caused by you from custom scripting or coding; or (iii) outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and e-mail. Total Service Uptime shall be solely determined by AAPC and shall be calculated on a monthly basis.

### **User-Supplied Content**

All services may be used for lawful purposes only. Through AAPC's service, you may have access to chat areas, bulletin boards, web pages, e-mail, or other services that enable you to send or post materials ("content") and make that content available to others. You must not submit, publish, or display on the network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content that violates any US Federal, State, or Local Law. You are solely responsible for the content you make accessible through the AAPC network. You may not use the service to assist any other person or entity to violate any Federal, State, or Local Laws, Ordinances, or Regulations.

AAPC is not obligated to monitor the network to examine available content. You hereby acknowledge that if we are made aware of content that is determined to be, in its sole discretion, unacceptable,

undesirable, offensive, indecent, obscene, excessively violent, or otherwise objectionable, AAPC has the right, but not the obligation, to edit, remove, or deny access to such content. AAPC may disclose any content or records concerning a customer's account as required to satisfy any Law, Regulation, Governmental Request, or Court Order.

Pornography and sex-related merchandising are prohibited on all AAPC servers. This includes sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to AAPC's servers or any other server on the Internet. Links to such materials are also prohibited. In addition, any site selling or promoting bulk e-mail service is not allowed. Below are some examples of non-acceptable content or links:

- Adult Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software (Warez) - Any software that is copyrighted and not freely available for distribution without cost: i.e. ROMs, ROM Emulators, and MPEG Layer 3 files (MP3s).
- Copyright Violations - Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to internet sites or providers.

### **Network Security**

Customers may not use the AAPC network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's Security Policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. AAPC will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with Law Enforcement Authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

### **CGI Scripts**

Customers are free to use any CGI-Scripts they require. Any CGI-Scripts deemed to be adversely affecting the server performance or the network integrity may be shut down without prior notice. CGI-Script sharing with domains not hosted by AAPC is not allowed.

### **Chat Rooms**

AAPC prohibits its customers from installing outside chat rooms on their domain, as these tend to be a resource problem. AAPC does provide its customers a choice of Java chat rooms to choose from for a nominal monthly charge. These chat rooms were designed to meet the growing needs of customers and function without hindering the performance of the servers for others.

### **Server Resources**

Any website that uses a high amount of server resources (such as, but not limited to CPU time, memory

usage, disk storage, and network resources) will be given an option of either upgrading their service level or reducing the resources used to an acceptable level. Failure to comply will result in termination of services.

### **Background Running Programs**

Background daemons in general are prohibited. AAPC will consider requests on a per application basis. If allowed, extra charges will be assessed based on resource requirements for system maintenance.

### **IRC**

AAPC prohibits its customers from operating IRC or IRC Bots on any of the servers in the AAPC Network.

### **Backups / Restores**

As a courtesy, AAPC provides a backup service on hosting accounts upon request. You may request our administrators to run a backup of your site or any files for a one-time charge. Although AAPC tries to ensure these backups are complete and accurate, we cannot guarantee data integrity. It is possible that a site and/or file may not be able to be restored without our knowledge. AAPC recommends that the customer periodically and frequently backup their site to their local computer.

AAPC does not backup or otherwise archive e-mail services. The customer is solely responsible for any and all procedures to properly comply with Federal, State, or Local Laws, Ordinances, or Regulations regarding the archiving or storage of e-mail messages and other such communications.

### **Commercial Advertising/Mass Mailings**

You must not use the AAPC network, AAPC equipment, or any AAPC e-mail address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited e-mail messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the AAPC network, AAPC equipment or any AAPC e-mail address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public will not constitute a request or invitation to receive messages.

If you are found to have spammed, without warning, AAPC reserves the right to disable your domain. In addition, AAPC may impose a \$100 penalty for each spam policy violation. AAPC solely reserves the right to refuse or cancel service to known spammers. Lastly, AAPC reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

### **Intellectual Property Rights**

Material accessible to you through AAPC's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets, or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the AAPC service in a manner that would infringe, violate, dilute, or misappropriate any such rights, with respect to any material which you access or receive through the AAPC network. If you use a domain name in connection with the AAPC service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.



### **Defamation**

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

### **Refusal of Service**

AAPC reserves the right at its sole discretion to refuse or cancel service. Violation of any of AAPC's rules, regulations or plan restrictions could result in a warning, suspension, or possible account termination. Accounts terminated due to such violations will not be refunded.

### **Service Cancellation**

To cancel your account, please contact the AAP Consulting at 615-242-6476. Please have available your domain name and either your account password, last four digits of the credit card being billed or the last check number for security verification.

### **30 Day Money Back Guarantee**

AAPC provides a thirty (30) day “no nonsense” money back guarantee for all direct hosting accounts. If, for any reason, you request cancellation prior to the 30th day following account activation, AAPC will refund to you the first month's service cost, minus applicable set-up fees. Please note that all set-up fees for shared hosting, dedicated servers, private servers, and fees for domain registrations and SSL certificates are non-refundable.

### **Annual Commitment/Prepayment**

If you should cancel your account before the expiration of the 12-month period and your account is in good standing, AAPC agrees to refund a prorated amount of the fees paid at the then current monthly hosting rate for your plan level, minus any applicable set-up and administrative fees, domain registration fees, and fees for SSL certificates for which you will be held responsible.

### **Renewals**

It is the responsibility of the customer to pay all renewal fees in full prior to the beginning of the new period. All fees for hosting or domain registration renewals are due, in full, prior to the expiration of the current period. AAPC reserves the right to terminate any and all services that have not been paid for. All expired hosting accounts will be suspended without further notice. Accounts that are beyond 30 days past due, will be deleted and removed from our servers and will be treated as new accounts if re-activation is requested. Domain names that are not paid in full prior to the stated period ending date on the customer invoice, regardless of the actual registration expiration, become, at our discretion, the property of AAPC to be released, held, or made available for sale to the public.

### **Indemnification**

Customer agrees that it will protect, indemnify, save, and hold AAPC harmless from any and all stipulations, liabilities, losses, expenses, and claims, as well as reasonable attorney's fees assessed against AAPC, its agents, customers, officers, employees, and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees, or assigns. Customer agrees to defend, indemnify and hold AAPC harmless against liabilities arising out of: (1) any injury to person or property caused by any products sold or distributed in association with AAPC's services; (2) any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright violation and any defective products sold to a customer from AAPC's services.



### **Website Design/Programming Services**

In such case where AAPC provides website design services, custom programming, or other services, no transfer of ownership shall take place unless specifically noted by AAPC. All software, programs, source code, images and supporting materials provided by AAPC will remain the property of AAPC. Customers interested in purchasing these materials may submit their request in writing to AAPC. AAPC reserves the right to determine the value of such property.

### **Disclaimer**

AAPC will not be responsible for any damages your business may suffer. AAPC makes no warranties of any kind, expressed or implied, for services we provide. AAPC disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by AAPC and its employees. AAPC reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation.

AAPC furthermore expects that its customers who provide Internet services to others will fully comply with all applicable laws concerning the privacy of online communications. A customer's failure to comply with those laws will violate this policy. Finally, AAPC wishes to emphasize that in accepting services, customers indemnify AAPC for the violation of any law or AAPC policy that results in loss to AAPC or the bringing of any claim against AAPC. This means that if AAPC is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against AAPC, plus costs and reasonable attorneys' fees.

### **Acknowledgment**

By utilizing the services of AAPC, you acknowledge that you have reviewed the above terms and conditions and agree to be bound by them. You also acknowledge that you are of legal age, have provided true and complete information and, if representing or subscribing on behalf of a corporation or other entity, are fully authorized to do so on behalf of or to legally bind such entity. In the event that you are not authorized to represent a such entity, you agree to be personally liable for any outstanding fees or liabilities.