

The Internet is a powerful information, business, and entertainment tool. We expect our customers to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. These terms are for the benefit of all our clients and will be actively enforced. If you have a question about any of these terms and how they apply to your specific situation, please ask it when placing your order and we will explain it

General Terms and Conditions of Web Services

THESE ARE THE TERMS OF SERVICE that apply to web site services provided to you (hereafter referred to as you or client) by RAL Technologies, Inc. (hereafter referred to as we or RAL Technologies).

1. Refusal of Service

- a. RAL Technologies reserves the right to refuse service for any site deemed in our sole opinion to have Unacceptable or Socially Inappropriate Content. This includes sites that:
 - i) Promote illegal activities or link to such sites including but not limited to the unauthorized distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material;
 - ii) Promote violence, hate, discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation or age, or link to such sites;
 - iii) Promote, or link to material which violate intellectual property rights or material of such nature;
 - iv) Promote or link to content relating to Hacking, Cracking, Warez and IRC;
 - v) Promote, or link to adult content or sexually explicit material of any description;
 - vi) Engage in unethical or misleading business practices of any type.
- b. RAL Technologies reserves the right to refuse service for any site deemed in our sole opinion that misuses or requires excessive system resources, including sites that contain:
 - i) Streaming Media or Real Media;
 - ii) Chat/IRC, web proxy, and mailing list scripts (majordomo etc.);
 - iii) Programs / Scripts consuming excessive server resources (i.e. CGI based message forums which use flat file databases);
- c. RAL Technologies will terminate services immediately, without refund, for any site that violates our Anti-Spam and Bulk Email policy, misuses system resources, or otherwise violates the terms and conditions of the hosting service used by your site.
 - i) **Anti-Spam Policy:** RAL Technologies reserves the right to suspend or terminate services to any site accused of SPAM (sending unsolicited commercial email or being the site promoted in such email). The negligence of a single site can adversely affect us and other clients of ours so we will be intolerant of SPAM-like activity. Mail server services may be suspended upon receipt of a report of a SPAM offense while we contact you and investigate with the reporting source. Failure to resolve the SPAM complaint will result in immediate termination of your account without refund.

- ii) **Bulk Email Policy:** Bulk Email is allowed to the degree that it includes only occasional distribution to a 100% verifiable opt-in list of clients obtained directly from your site (no purchased lists) and to the degree such activity does not engage in excessive use of the Mail Server. Excessive use is defined as any process or procedure that overtaxes the Mail Server resulting in other clients being unable to access the Mail Server to send and receive normal email communications. In any event, Clients who wish to use their site for bulk email MUST obtain prior written approval/instructions from RAL Technologies.

2. Services Provided

a. Domain Name Registration

- i) We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your risk.
- ii) The registration and use of your domain name is subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal to register a domain name.
- iii) We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any such dispute.

b. Web Site Development

- i) It is your responsibility to verify that you have appropriate rights to use all web site content (text, graphics, and trademarks) that you provide to RAL Technologies for your site. You agree to indemnify and defend RAL Technologies, Inc. from all claims of copyright or trademark infringement caused by material on your site.
 - ii) All work is the property of RAL Technologies, Inc. until full payment is made. As long as your account is in good standing you have complete, unrestricted rights to your web pages and their content.
 - iii) If you are not satisfied with progress/final work provided by RAL Technologies for your review, you are not required to pay the balance and you forfeit any rights to or claim upon the work. You can cancel your project at any time and claim the work to date by paying the proportionate amount of the fee as estimated by RAL Technologies.
 - iv) You do not own any of the software or technology used to publish, promote, host your site or server-side functions used by your site. You are granted non-exclusive rights to use this technology as long as your account is in good standing and RAL Technologies has rights to do so on your behalf.
 - v) RAL Technologies, Inc. reserves the right to use any of our work for promotional purposes. No proprietary business information will be disclosed by such use. In the event that you do not want your project to be publicly presented by RAL Technologies, and tell us so in writing, we will disguise uniquely identifying features such as names and logos in any such use.
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c. Web Site Hosting And Email

- i) RAL Technologies obtains hosting services from third parties where it benefits you with quality, rates, or timing appropriate to your needs. Additional terms of hosting provider may apply in addition to those on this page. We will inform you of such terms as they are identified and compliance with them is required as part of this Agreement. You shall have no right to bring any claim against us in the event your hosting service terminates your account for violation of their terms.
 - ii) Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you have the rights to do so. MP3's are not allowed unless you are the creator and copyright owner of the work.
 - iii) You represent, undertake and warrant to us that you will use your Web Site only for lawful purposes. In particular, you represent, warrant and undertake to us that you will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorize or permit any other person to do so.
 - iv) You will not post, link to or transmit:
 - (1) Any material that is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way;
 - (2) Any material containing a virus or other hostile computer program;
 - (3) Any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.
 - v) We reserve the right to remove any material that we deem inappropriate from your web site without notice. This includes Warez, Adult or illegal MP3 content.
 - vi) You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorized use of your account or breach of security, including loss, theft or unauthorized disclosure of your password or other security information.
 - vii) You shall ensure that all email is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.
 - viii) In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years.
 - ix) Hosting features, servers and or/installed software is subject to change by the hosting service in conformance with their policy.
 - x) We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server.
 - xi) You shall effect and maintain adequate insurance cover in respect of any loss or damage to data stored on the Server.
 - xii) While RAL Technologies and your hosting service use every reasonable endeavor to protect your server and files from "hackers," viruses, and other harmful computer activities, we do not guarantee that the Server will be free from unauthorized users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email. We are not responsible for any real or perceived damage to your website, computer, or data reputed to be caused by such activities.
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d. Third Party Services

- i) RAL Technologies arranges various internet services from third parties, such as online payment processing and advertising, that benefit your site. Additional terms of other service suppliers may apply in addition to those on this page. We will inform you of such terms as they are identified and compliance with them is required as part of this Agreement. You shall have no right to bring any claim against us in the event such service provider terminates your account for violation of their terms or refuses service for any reason.
- ii) RAL Technologies endeavors to recommend only reputable service providers, judged in our opinion to be sufficiently reliable for normal small business operation. However, we are not responsible for the services provided by third party hosting services or other online service providers used on your site. We accept no liability for any losses due to downtime or other interruption of such services. Upon notification of a problem with a service provider, RAL Technologies will assist you in either obtaining appropriate resolution of the problem with the service provider or helping you arrange for a similar service from another provider, should one exist.

e. Technical Support

- i) RAL Technologies agrees to address all customer service requests generated via the prescribed methods. We agree to provide technical assistance for services you purchased where there is a technical problem as the result of the setup or configuration of your files or Internet service(s). We will resolve these problems and provide e-mail response as to the solution within 2-3 business days providing you follow the service policies and procedures outlined in your order confirmation document. We will provide answers to frequently asked questions or problems which will be posted on our site under the Help link. Technical training beyond that provided on the Help section is available as an additional paid service.
- ii) At all times, we want our customers to feel satisfied. We will provide the best possible service to you and respond diligently to requests. It is your responsibility to notify us promptly of any problems you encounter. Should you be unsatisfied with our technical support services, you may request terminate your account and receive a pro-rated refund in accordance with the terms of this Agreement.

3. Termination

- a. This Agreement is for RAL Technologies to provide web site services to you. The duration of this Agreement will begin with our receipt of your payment and will end when terminated by either party.
- b. You may terminate this Agreement and cancel your services at any time, for any reason, by giving us 7-days written notice of your intention including a reasonable effective date.
- c. We may terminate this Agreement at any time for just cause by giving you 7-days written notice of termination.
- d. We shall have the right to suspend the services at any time for just cause without prior notice.
- e. If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.
- f. If you break any of these terms and conditions we may suspend the Services and/or terminate your Services. All sums due for services used are due in full at the time of termination.
- g. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement

with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

- h. No refunds will be made for our services beyond those specifically noted in this Agreement.
- i. On termination of this Agreement or suspension of the services we shall be entitled immediately to block your Web Site and to remove all data located on it.

4. Payment and Refunds

- a. We accept payments of the type and amount set forth on this web site. Electronic payments will be confirmed via email. Your failure to promptly make an invoiced payment (within 30 days of the invoice date) can result in suspension or termination of services. NSF checks will be charged a \$50 US service fee. We will make every attempt to maintain your original rates for the uninterrupted duration of your contract, with the exception of services from third party providers.
- b. Domain name registration fees are non-refundable. If you have paid for your domain registration, you will retain the title for the balance of the term. We shall not release a domain to another provider until full payment for that domain and any related charges have been received by us.
- c. Should RAL Technologies refuse service to you, a full and immediate refund of all monies paid by you will be made, except for domain reservation fees if any. In the event that services are refused and fees are refunded, no explanation will be provided.
- d. In the event that services are terminated after a site becomes operational because it is determined in our sole judgment to be of a type described above, no refund will be made.
- e. In the event that services are terminated due to a breach of the terms of this Agreement, no refund will be made.
- f. A deposit is required as a condition of some service proposals and is non-refundable.
- g. **Site Design Guarantee:** If you are not completely satisfied with progress/final web site work provided, you (the client) are not required to pay for it. You can cancel your site development at any time and claim the work to date by paying the proportionate amount of the fee as estimated by us.

5. General Conditions

a. Confidentiality

- i) You agree that any confidential business information that is shared over the course of our services will not be disclosed to any third party without written approval, and we agree to same.
- ii) Any personal information about your or your company that is not posted on your website will not be released to any third party except as necessary to secure services on your behalf or as required by law.

b. **Reputation:** You will not do anything to disparage or damage the reputation of RAL Technologies or any of its officers, employees, products and/or services.

c. **Indemnity:** You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

d. Limitation Of Liability

- i) All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law
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- or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- ii) Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim since the parties agree that this is a reasonable estimate of the damages which are unforeseeable at this time.
 - iii) In any event no claim shall be brought unless you have notified us of the claim within 90 days of it arising.
 - iv) In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
- e. **Disclaimer:** We make no expressed or implied warranties or representations with respect to any services purchased beyond the specific guarantee above. While we endeavor to provide the best service possible, we make no representation that the operation of our network, including our own site, will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.
 - f. **Damage:** The client is responsible for errors and their consequences due to development or maintenance provided by sources other than us. Should any site other than your own or functions of our network be adversely impacted by operation of your site, you will be held liable, and will be expected to provide the necessary provisions for correction of this.
 - g. **Notices:** Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served two days following the date of posting.
 - h. **Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York and you hereby submit to the exclusive jurisdiction of the County of Oneida in the State of New York.
 - i. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.
 - j. **Headings:** Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.
 - k. **Entire Agreement:** These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation that has not been made expressly in this Agreement.
 - l. **Revisions:** Terms are subject to change at any time upon written notice from RAL Technologies.

Effective Date: 1/1/03
