

TERMS OF USE

Upon signing up for SurfNet Corporation's services, all customers agree to comply with SurfNet Corporation's Terms of Use. The spirit of this policy is to ensure our customers are using SurfNet Corporation's services with due regard to the rights of other Internet users and in conformity with the requirements of SurfNet Corporation's network environment. Please note that asterisked items (*) are not applicable to Dedicated Server customers.

Illegal Use

SurfNet Corporation servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of unacceptable content or links include: pirated software, hacker programs or archives, Warez sites, MP3, and IRC bots.

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, probing, or scanning of 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, broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Server Resources*

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan. SurfNet Corporation shall be the sole arbiter of what is considered to be a high server usage level. Any web hosting account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

CGI Scripts*

CGI script sharing with domains not hosted by SurfNet Corporation is not permitted unless expressly authorized by us. Any CGI-scripts deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

Chat Rooms*

SurfNet Corporation does not allow customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, SurfNet Corporation provides Java chat rooms that meet most users' needs and run without hindering system performance.

Background Running Programs and Cron Jobs*

SurfNet Corporation may allow programs to run in the background. These programs will be considered on an individual basis and customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact SurfNet Corporation at support@surfmail.net so that we can arrange set-up.

IRC

SurfNet Corporation does not allow IRC or IRC bots to be operated on our servers.

UCE (Unsolicited Commerce Email) - SPAM

Spamming, the sending of unsolicited mass email from or through a SurfNet Corporation server or using an email address that is maintained on a SurfNet Corporation machine is STRICTLY prohibited. SurfNet Corporation will be the sole arbiter as to what constitutes a violation of this provision. Customers are also in violation of this provision if they engage in spamming using the service of another ISP or IPP, but reference in the spam a web site hosted on a SurfNet Corporation server, or if they sell or distribute software on their web site that facilitates spamming. Violators will be assessed a minimum fine of \$500 and will face immediate suspension.

Server Abuse

Any attempts to undermine or cause harm to a SurfNet Corporation server or customer are strictly prohibited.

Software Distribution*

SurfNet Corporation's shared web hosting accounts (non-ecommerce) are not configured for the purposes of distributing software and/or multimedia products. If you wish to distribute software and/or multimedia files, please contact sales@surfmail.net to make special arrangements.

Multimedia Files*

Multimedia files are defined as any graphics, audio, and video files. SurfNet Corporation shared web hosting accounts are not to be used for the purposes of distributing and storing unusual amounts of multimedia files. Any web site whose disk space usage for storing multimedia files exceeds 70% of its total usage, in terms of total size or number of files, will be considered to be using an unusual amount of multimedia files.

Databases*

Any database stored on SurfNet Corporation's servers shall be limited in size to 10% of the total disk space allotted for that particular domain's plan/web hosting account.

Copyright Violations

The Digital Millennium Copyright Act ("DMCA") sets forth the requirements for valid copyright infringement notification. If you would like to notify SurfNet Corporation of an infringement of your copyright, the DMCA requires that you:

Send your notification to SurfNet Corporation's designated agent. You may choose any of the following three avenues for this notification:

Email to: abuse@surfmail.net

Fax to: SurfNet Corporation, Attention: Abuse at (773) 283-9009

Mail or courier to: SurfNet Corporation, Attention: Abuse, 6240 W. Belmont Ave., 1st Floor, Chicago, IL 60634

Include in your notification the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant")
- Identification of the copyrighted work(s) claimed to have been infringed
- Identification of the material claimed to infringe the copyright(s), and enough information for SurfNet Corporation to locate it
- The Claimant's name, address, and telephone number(s)
- A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

Actions Taken by SurfNet Corporation

The failure by a customer to meet or follow any of the above Terms of Use is grounds for account deactivation. SurfNet Corporation will be the sole arbiter as to what constitutes a violation of the Terms of Use. SurfNet Corporation reserves the right to remove any account without prior notice.

When SurfNet Corporation becomes aware of an alleged violation of its Terms of Use, SurfNet Corporation will initiate an investigation. During the investigation, SurfNet Corporation may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, SurfNet Corporation may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, SurfNet Corporation will notify the appropriate law enforcement authorities of such violation.

SurfNet Corporation does not issue credits for outages incurred through service disablement resulting from Terms of Use violations.

SurfNet Corporation customers agree to indemnify and hold harmless SurfNet Corporation from any claims resulting from the use of our services that damages them or any other party. The SurfNet Corporation service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. SurfNet Corporation expressly disclaims any representation or warranty that the SurfNet Corporation service will be error-free, secure or uninterrupted. No oral advice or written information given by SurfNet Corporation, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. SurfNet Corporation and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Modification

SurfNet Corporation reserves the right to add, delete, or modify any provision of its Terms of Use at any time without notice.