



ANGIL DESIGN HOSTING TERMS OF SERVICE

This Terms Of Service agreement (hereafter referred to as the "TOS") defines the terms and conditions by which Angil Design, Inc.'s Hosting Services (hereafter referred to as the "Services") are provided. The TOS also describes prohibited uses of the Services. This TOS is not exhaustive and Angil Design, Inc. reserves the right to modify it from time to time, effective when notification is posted at angildesign.com. No verbal or written agreement/statement by any Angil Design, Inc. employee or at Angil Design, Inc.'s website will take precedence over the TOS.

By using Angil Design's Services, Customer, agrees to all the terms and conditions of the TOS in its entirety. Violation of the TOS or any such action that Angil Design, Inc. deems inappropriate may result in the termination or suspension of the Services for the Customer.

Payment

The Services purchased by the Customer will be in the form of a specific Service Plan. Each Service Plan outlines the features, resources and storage that Angil Design, Inc. will provide to the Customer for the stated Service Fee. Angil Design, Inc. has the sole right to determine how the features, storage and resources under each Service Plan are interpreted and how they will be provided to the Customer. The Customer must clarify any questions about the Service Plan he or she wishes to purchase with Angil Design, Inc. before Service commences.

While registering for a Service Plan, the customer may choose a Billing Period (also known as Payment Term) of 1 Month, 3 Months, 6 Months or 1 Year. All Service Accounts are set up on a post-pay basis. Upon the completion of each Billing Period, the Customer will be charged the Service fee for the duration of the Billing Period. There may be additional charges according to our Overage Policy if any additional resources, features or storage is used by the Customer under the chosen Service Plan. The Billing Period will renew itself automatically unless the Customers chooses to cancel his or her Service Account (according to the Cancellation/Refund Policy)

All charges will be debited against the Customer's balance maintained by Angil Design, Inc Failure of customer to pay will lead to Service Account suspension. The Customer's Service Account will only be resumed when the customer clears his or her balance. If the Customer doesn't pay his or her balance within 14 days

after Service Account suspension, Angil Design, Inc. reserves the right to terminate the Customer's Service Account

A fee of \$30 USD will be levied for every returned check. Angil Design, Inc. reserves the right to change pricing of the Services from time to time. Angil Design, Inc. also reserves the right to withdraw any feature from a Service Plan, at any time it wishes to do so.

Overages

If Customer exceeds the storage or resource limits defined by the chosen Service Plan, Customer will be charged for the extra usage according to the Overage rates outlined in that Service Plan. Customer may also purchase additional features, storage and resources by the same overage rates. If Customer uses/purchases more than 200% of the resources allocated in the chosen Hosting Plan, Angil Design, Inc. reserves the right to move the customer to a higher plan appropriate to their usage. All overage rates are prorated. The overage fees charged will be for the remaining portion of the Customer's current Billing Period

Liabilities/Obligation on Service Account Termination

Services are provided on an "as is" basis." Angil Design, Inc. is not liable to Customer for any compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with Customer's business, or for any other reason whatsoever flowing from the interruption, termination, suspension or cancellation of Customer's Service Account.

Customer is liable to pay all charges accrued during Service Account operation. The customer is in no way relieved from paying these charges on Service Account interruption, suspension, termination or cancellation

Material and Product Requirements

Customer must ensure that all material and data placed on Angil Design, Inc.'s servers/systems is in a form requiring no additional manipulation by Angil Design, Inc.. Angil Design, Inc. will make no effort to validate any of this information for content, correctness or usability.

Intellectual Property Rights

Customer must not use the Services in a manner that would infringe, violate, dilute or misappropriate any copyright laws, or laws protecting trademarks, trade secrets or proprietary information. If Customer uses a domain name in connection with the Services, Customer must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Web Site Security

While Angil Design will do all due diligence to ensure that critical data is encrypted and that best practices are followed both in coding and system security, no warranty, expressed or implied is made in regards to unauthorized access.

Customer expressly (i) grants to Angil Design, Inc. a license to cache the entirety of Customer's Web Site, including content supplied by third parties, hosted by Angil Design, Inc. under this Agreement and (ii) agree that such caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights.

IP Address Ownership

Angil Design, Inc. shall maintain and control ownership of all IP numbers and addresses that may be assigned to Customer by Angil Design, Inc.. Angil Design, Inc. reserves the right to change or remove any and all such IP numbers and addresses.

General Abuse

Any attempt to cause harm or undermine Angil Design, Inc.'s servers, computers, network or customers is prohibited. Use of the Services to carry out any activity that is illegal under US and International laws is also prohibited.

Prohibited uses of the Services also include, but are not restricted to:

1. Use of IRC, bots or clients
2. Unsolicited Bulk Emailing
3. Newsgroup spamming
4. Hosting, promoting or linking to pornographic content
5. Illegal Content
6. Copyright infringement
7. Trademark infringement
8. Hosting and linking to pirated computer software and music.
9. Hosting/linking to software or information (such as software cracks, software cracking tutorials and software serial numbers) that may help any individual to

obtain copyrighted software or music illegally.

10. Hosting or linking to computer software that may be used for spamming (know as spamware)

11. Providing/Promoting material that is grossly offensive to Internet Users which includes blatant expressions of bigotry, racism or hatred

12. Providing/Promoting material about illegal activities or promoting physical injury or harm against any group or individual

13. Providing/Promoting material about exploitation of children under the age of 18

14. We do not allow any spyware or chat software on our Windows VPS servers.

Email Abuse

The following activities are considered as email abuse and are prohibited

1. Unsolicited bulk emailing. This includes, but not limited to commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such emails may only be sent in if the receiver explicitly requested such information directly from Customer.

2. Stealth Emailing. This includes forging, altering or removing email headers

3. Mail Bombing. This includes sending a large number of emails to disrupt or compromise a servers, systems or network

4. Emailing that may harass or intimidate others. This includes harassment or intimidation through frequency of emails, size of emails and the language of emails. If the recipient asks to stop, Customer must discontinue sending any further emails

5. Newsgroup Spamming. This includes unwelcome commercial advertising and posting that may be against the rules of a Usenet discussion group or mailing list.

Such activities carried out from servers/systems not managed by Angil Design, Inc. are ALSO prohibited if they link to websites, content or material hosted on Angil Design, Inc.'s servers/systems.

Emailing abuse carries a fine of up to \$100 USD per email message sent, depending on the severity of the violation. Email abuse is also grounds for immediate suspension of Customer's Service Account and an appropriate legal action.

Server Abuse

Server abuse includes any process or service usage that affects normal server/system operation, resources or connectivity, and which causes a server/system to become overloaded. Such abuse includes, but is not limited to, excessive CPU, hard disk and memory usage, excessive number of concurrent processes, excessive number of concurrent port or database connections and excessive bandwidth usage. Possible causes for server abuse include, but are not limited to, the excessive use of: CGI, Perl, Sendmail, MySQL, MSSQL, PHP,

ASP, COLDFUSION, HTTP, SMTP, POP3 and FTP. Upon detection of server abuse, Angil Design, Inc. will try to disable the specific script, website or database that is causing the abuse under Customer's Service Account. If this is not possible, Angil Design, Inc. will suspend Customer's entire Service Account. The specific script, website or database under the Service Account or the Service account itself will only be resumed once the Customer has corrected the problem and convinced Angil Design, Inc. that the abuse will not occur again. Angil Design, Inc. will endeavor to provide prior notification before carrying out any such action but Angil Design, Inc. may do so without any such notification, in its own discretion.

Lawful Purpose

Angil Design, Inc. reserves the right to refuse service to anyone. Customers may only use the Services for lawful purpose. Transmission of any material in violation of US and International laws is prohibited. This includes, but is not limited to copyrighted material without explicit permission from the author/owner, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Angil Design, Inc.. Regardless of the place of signing this agreement, Customer agrees that for purposes of venue and jurisdiction the TOS was entered into and performed in Saipan, Commonwealth of the Northern Mariana Islands, and any dispute will be litigated or arbitrated in Saipan, Commonwealth of the Northern Mariana Islands. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in the courts of Saipan, Commonwealth of the Northern Mariana Islands. IN NO EVENT SHALL ANGIL DESIGN, INC.'S MAXIMUM LIABILITY EXCEED UNUSED PORTION OF THE TOTAL AMOUNT PAID BY CUSTOMER.

Notifications

All notifications to the customer will be sent by electronic mail (email). It is the responsibility of the customer to ensure his or her email address is valid at all times. Angil Design, Inc. will not be responsible if Customer fails to receive any email Angil Design, Inc. attempted to send

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD ANGIL DESIGN, INC. HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST ANGIL DESIGN, INC., 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 ANGIL DESIGN, INC. AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH ANGIL DESIGN, INC. SERVICES; (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 ANGIL DESIGN, INC. SERVICES

Disclaimer

ANGIL DESIGN, INC. WILL NOT BE RESPONSIBLE FOR ANY DAMAGES CUTOMER MAY SUFFER. ANGIL DESIGN, INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. ANGIL DESIGN, INC. 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 ANGIL DESIGN, INC. AND ITS EMPLOYEES. ANGIL DESIGN, INC. RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.