

TNET HOSTING SERVICES TERMS OF SERVICE

Last updated: July 14th, 2007

This Terms of Service governs the use of hosting services provided by TNET Services,, Inc. referred to herein as TNET HOSTING SERVICES and its network of hosting services. Violation of this TNET HOSTING SERVICES Terms of Service will result in suspension or termination of your service.

In the event of a dispute between you and TNET SERVICES regarding the interpretation of this TNET HOSTING SERVICES Terms of Service, TNET SERVICES's interpretation, in its reasonable commercial judgment, shall govern.

If you have any questions regarding this TNET HOSTING SERVICES Terms of Service, please do not hesitate to contact us at the address at the bottom of this document.

The current Terms of Services list posted online at all times at the following URL:

<http://www.tnet.com/tos.php>

TNET HOSTING SERVICES OFFENSIVE CONTENT

You may not publish, link, transmit and refer via TNET SERVICES and its network any content that TNET SERVICES reasonably believes related to:

1. Violence or racial intolerance.
2. Illicit drugs or drug paraphernalia.
3. Gambling or casino-related content.
4. Pornographic, XXX material, sex, soft-porn, hentai, gay, lesbian, exploitation of minors, adult, babes and mature content.
5. Excessive profanity, swearing and vulgar languages.
6. Hacking, cracking, warez, serial number and password sharing.
7. Illegal MP3, movie, applications, torrent, P2P, emule and other medias.
8. Illicit or illegal content (Including yahoo rares, yahoo cracks, anorexia and other disorders).
9. Bigotry, racism, hatred, material which may be insulting to another person(s) or company.
10. 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.
11. Spam, mail fraud, chain letters, MLM, pyramid schemes.
12. Redirection to another services.
13. Paid-to-surf, Paid-to-read, Paid-to-click, autosurf and banner, text and traffic exchange programs, robots or any deceptive softwares.
14. Intentionally or Un-intentionally attempting to remove or hide our advertisement.
15. Risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement.
16. Solicits conduct that is illegal under laws applicable to you or to TNET SERVICES and its network of free hosting service.

17. Malicious, fraudulent, or may result in retaliation against TNET SERVICES and its network of free hosting service by offended viewers.

TNET HOSTING SERVICES SECURITY

You must take reasonable security precautions. You must protect the confidentiality of your password, and you should change your password periodically.

TNET HOSTING SERVICES BULK COMMERCIAL E-MAIL

Email services are a vital part of TNET HOSTING SERVICES for both it and its customers and clients. Any action that can threaten those services are specifically prohibited. You must obtain TNET HOSTING SERVICES's advance approval for any bulk email or email collection process, which will not be given unless you are able to demonstrate all of the following to TNET HOSTING SERVICES' reasonable satisfaction:

1. Your intended recipients have given their consent to receive e-mail via some affirmative means, such as an opt-in procedure.
2. Collection of email addresses via website forms must be used for the specified purpose as stated on that form and cannot be used for other purposes, provided to other companies or services or sold.
3. Your procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given.
4. You retain evidence of the recipient's consent in a form that may be promptly produced on request, and you honor recipient's and TNET SERVICES's requests to produce consent evidence within 72 hours of receipt of the request.
5. The body of the e-mail must describe how the e-mail address was obtained, and how the user can unsubscribe from the list.
6. You have procedures in place that allow a recipient to easily revoke their consent such as a link in the body of the e-mail, or instructions to reply with the word Remove in the subject line. Revocations of consent are honored within 72 hours, and you notify recipients that their revocation of their consent will be honored in 72 hours.
7. You must have a Privacy Policy posted for each domain associated with the mailing.
8. You have the means to track anonymous complaints.
9. You may not obscure the source of your e-mail in any manner. Your e-mail must include the recipients e-mail address in the body of the message or in the TO's line of the e-mail.
10. You otherwise comply with the CAN/SPAM Act of 2003 and other applicable, local and federal laws.

<http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.shtm>

These policies apply to messages sent using your TNET HOSTING SERVICES service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site hosted via your TNET HOSTING

SERVICES. In addition, you may not use a third party e-mail service that does not practice similar procedures for all its customers.

TNET HOSTING SERVICES may test and otherwise monitor your compliance with its requirements, including requesting opt-in information from a random sample of your list at any time.

TNET HOSTING SERVICES UNSOLICITED E-MAIL

1. You may not send any unsolicited e-mail, either in bulk or individually, to any person who has indicated that they do not wish to receive it.
2. You must comply with the rules of any other network you access or participate in using your TNET HOSTING SERVICES's.

TNET HOSTING SERVICES MATERIAL PROTECTED BY COPYRIGHT

You may not publish, distribute, or otherwise copy in any manner any music, software, art, or other work protected by copyright law unless:

1. You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner;
2. You are otherwise permitted by established copyright law to copy the work in that manner.

TNET HOSTING SERVICES COPYRIGHT INFRINGEMENT NOTICE (DIGITAL MILLENNIUM COPYRIGHT ACT)

If you believe your copyright is being infringed by a person using the TNET HOSTING SERVICES network, please attach your written notice of copyright infringement and post it on our support forum. Your notice must include the following:

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TNET HOSTING SERVICES to locate the material.
4. Information reasonably sufficient to permit TNET SERVICES to contact you, such as an address, telephone number, and, if available, an e-mail address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

TNET HOSTING SERVICES INTERNET ABUSE

You may not engage in illegal, abusive, or irresponsible behavior, including:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to TNET SERVICES and its customers) without express authorization of the owner of the system or network.
2. Monitoring data or traffic on any network or system without the authorization of the owner of the system or network.
3. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
4. Use of an Internet account or computer without the owner's authorization, including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning.
5. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
6. Any conduct that is likely to result in retaliation against the TNET SERVICES's network.
7. Use of TNET HOSTING SERVICES's network in a way that unreasonably interferes with TNET HOSTING SERVICES's other customers use of the network.

TNET HOSTING SERVICES NEWSGROUP, CHAT, FORUMS, OTHER NETWORKS

You must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages, or mass postings to multiple forums.

TNET HOSTING SERVICES OTHERS

1. You must have valid and current information on file for any service hosted on the TNET HOSTING SERVICES network.
2. TNET SERVICES does not warrant that its TNET HOSTING SERVICES are error-free or that they will operate without interruption nor does TNET HOSTING SERVICES make any warranty with respect to the quality, reliability, timeliness or security of its services. While TNET HOSTING SERVICES try to provide 99.95% uptime monthly, we do not guarantee that our TNET HOSTING SERVICES would be available every second. Any network downtime, files corruption and everything that could result in damages to your website are not our responsible.
3. TNET HOSTING SERVICES can remove your TNET HOSTING SERVICES account from our file system and back-up server without any warning (no

email or any other notifications will be sent), if there is no evident of activity for the past 90 days.

TNET HOSTING SERVICES DISCLAIMER

TNET HOSTING SERVICES is under no duty, and does not by this TNET HOSTING SERVICES Terms of Service undertake a duty, to monitor or police our customers activities and disclaims any responsibility for any misuse of the TNET HOSTING SERVICES network.

TNET HOSTING SERVICES reserves the right to amend or change these TNET HOSTING SERVICES Rules and Regulations at any time and without prior notice. If you notice a TNET HOSTING SERVICES Member breaking any of the rules, please notify us using our support forum link.

Inquiries regarding this TNET HOSTING SERVICES policy should be directed to:

TNET HOSTING SERVICES

TNET Services, Inc.
2359 W De Palma Cir
Mesa AZ 85202

Voice: 480-733-6123
Fax: 623-242-1128
Email: support@tnet.com