



CeraNet Terms of Service

1. Payment

- 1.1. Establishment of service is dependent upon receipt by CeraNet of payment of stated charges.
 - 1.1.1. For dedicated servers, a payment equal to the one month of service is due upon acceptance of a new agreement.
 - 1.1.2. For both dedicated and co-located services, a payment will be due upon connecting the equipment to the CeraNet network which will include prorated charges for the remainder of the current month plus the first full month. Payments made based on Section 1.1.1 will be applied to this invoice.
 - 1.1.3. Subsequent invoices will be issued on the 1st day of each month. An invoice issued on the 1st day of the month includes service for that calendar month.
 - 1.1.4. An invoice may contain charges for other services not described in the previous sections including setup fees, bandwidth charges, and other service fees as agreed upon by both CeraNet and the Client.
- 1.2. The accepted methods of payment are credit card (Visa, MasterCard, American Express, and Discover), wire transfer, check, or money order. Clients are responsible for any additional transaction fees that coincide with any payment methods. Checks, money orders, and wire transfers should be sent at least 7 days prior to the invoice due date to help ensure that the payment is received by CeraNet in a timely manner.
- 1.3. CeraNet may modify prices at any time for Services that are provided on a month-to-month basis. CeraNet may modify prices for all Services prior to the renewal date for all term Agreements. All price modifications will be made in writing prior to the actual date of the price increase.
- 1.4. CeraNet reserves the right to deny Client the use of any payment method for, but not limited to, abuse or misuse of a payment method. Abuse of a payment method may also be grounds for further action up to and including the immediate and permanent cancellation of the Client's services or their entire account with CeraNet.
- 1.5. Payment for services must be received by CeraNet no later than the specified due date, or 30 days after the invoice date if no due date is specified. Any amounts due that are not paid within these terms are subject to finance charges of 1.5% per month.
- 1.6. If a check is returned for any reason, the account will be assessed a \$25 service charge. If payment for the returned check amount and service fee is not remitted in full by 12 P.M. EST the following business day, the services will be deactivated until payment is received and subject to regular reactivation fees.
- 1.7. CeraNet may deactivate all services on an account that has charges that reach 10 days past due. Service deactivated for any reason including non-payment, abuse, or requested cancellation is subject to a \$100.00 reconnect charge. If service is deactivated due to non-payment the service will only be reactivated once payment for the outstanding balance has been received in full. The Company reserves the right to keep a service deactivated until funds paid via check have cleared. Account balances not collected by CeraNet may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay CeraNet a "Processing and Collection" Fee of not less than \$50.00 and no more than \$150.00. CeraNet reserves the right to pursue any and all legal remedies to collect unpaid balances.

- 1.8. Invoices will be issued via regular mail or email. Unless specified by the Client, CeraNet will choose the invoice delivery method. Non-receipt of an invoice sent by either regular mail or email, regardless of the reason for non-delivery, does not constitute a valid excuse for non-payment of recurring services.
 - 1.9. All payments to CeraNet after the initial 30 days of service are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. You may cancel service and receive a refund within the first 30 days of service. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in CeraNet's sole discretion is a valid charge under the provisions of the agreement, you agree to pay CeraNet an "Administrative Fee" of not less than \$50 and not more than \$150 along with any other balance owed.
2. Cancellation
- 2.1. All cancellations require a 30-day written notice. For month-to-month agreements, the Client will be charged for one additional month after the cancellation letter has been received regardless of when the letter is received. For all other term agreements, the cancellation must be received 30 days prior to the end of the term, otherwise one additional month of service after the end of the term will be charged.
 - 2.1.1. Transferring or disabling a domain name does not constitute a valid cancellation.
 - 2.1.2. Simply not using the service or turning off equipment or services does not constitute a valid cancellation.
 - 2.1.3. All cancellations must be made in writing as described in Section 2.1.
 - 2.2. No refunds, either in full or prorated, will be provided upon cancellation of service. This includes prepaid services.
 - 2.3. Request for cancellation must be made in writing to CeraNet, either by email (support@cera.net), fax (614-856-2097) or US Mail (826 Morrison Road, Columbus, OH 43230). Requests made by email must come from the account we retain on file for billing purposes. After receiving a cancellation request we may request additional information for verification purposes prior to fulfilling the cancellation request.
3. Technical Support. CeraNet limits technical support to our area of expertise. CeraNet provides support related to your server and the basic operating system and critical service functions within. CeraNet does not offer technical support for application specific issues such as cold fusion, .NET, cgi, php, asp and perl programming, html or any other similar such issue. CeraNet does not provide technical support for your Clients. Any request of technical support warrants the possibility of being charged a System Administration fee if the request falls outside our defined ranges of support.
4. SPAM and Unsolicited Commercial Email (UCE). CeraNet takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. This means that Clients of CeraNet may not use or permit others to use our network to transact in UCE. Clients of CeraNet may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Upon notification of an alleged violation of this policy, CeraNet will initiate an investigation (Usually within 48 hours). During the investigation, CeraNet may restrict Client access to the network to prevent further violations. If a Client is found to be in violation of this policy, CeraNet may, at its sole discretion, restrict, suspend or terminate the Client account. Furthermore, CeraNet reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation.

- 4.1. First violations of the policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination.
 - 4.2. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account.
 - 4.3. Users who violate this policy agree that in addition to "Administrative" charges, they will pay "Research Fees" not to exceed \$150 per hour that CeraNet personnel must spend to investigate the matter.
 - 4.4. CeraNet's Clients are ultimately responsible for the actions of their clients over the CeraNet network. It is advisable that Clients develop a similar, or stricter, policy for their clients.
5. Network
- 5.1. IP Address Ownership. If CeraNet assigns Client an Internet Protocol address for Client's use, the right to use that Internet Protocol address shall belong only to CeraNet, and Client shall have no right to use that Internet Protocol address except as permitted by CeraNet in its sole discretion in connection with the Services, during the term of this Agreement. CeraNet shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Client by CeraNet, and CeraNet reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's policies. These policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We may periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.
 - 5.2. Bandwidth Usage. Client agrees that bandwidth usage that exceeds the given rate on a monthly basis will pay an "overage" at the price of \$1 per Gigabyte of data transferred. CeraNet will monitor Client's bandwidth via RTG using Cisco Netflow or other protocols. CeraNet shall have the right to take corrective action if a Client's bandwidth is excessive and/or interrupts service for other Clients. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in CeraNet's sole and absolute discretion. Client shall not be entitled to a refund of any fees paid in advance prior to such action.
 - 5.3. Domain Names. Client is responsible for their own domain names unless CeraNet is contracted to provide such services under separate agreements, including, but not limited to, domain name registration information, renewals, payments and conflicts. CeraNet will provide basic DNS hosting services for Clients which includes Primary and Secondary Name Servers with Forward and Reverse entry zones. There is no charge for DNS hosting for up to 10 domain names. Furthermore, CeraNet will forward Reverse DNS authority to those Clients who manage their own DNS servers within the CeraNet network.
 - 5.4. System and Network Security. Clients and all other users of the CeraNet network are prohibited from violating or attempting to violate the security of the CeraNet Network. Violations of system or network security may result in civil or criminal liability. CeraNet will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting anyone who is involved in such violations. These violations include, without limitation:
 - 5.4.1. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

- 5.4.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- 5.4.3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "exploiting vulnerabilities".
- 5.4.4. Forging any TCP/IP packet header in a transmission and/or any part of the header information in any e-mail-based or newsgroup posting.
- 5.4.5. Taking any action in order to obtain services to which such User is not entitled.
- 5.4.6. Addition of IP addresses that have not been specifically assigned to the server.

CeraNet reserves the right, to drop packets or IP space involved in Spam, Virii, Illegal-Distributions or Denial-of-Service attacks if it is clear that the offending activity is causing harm to parties on the Internet. CeraNet does not permit open SMTP relays or anonymous FTP servers. If it is determined that any of this kind of activity is occurring on Client equipment then CeraNet may block the specific activity or all network activity prior to contacting you.

6. Suspension of Service or Cancellation. CeraNet reserves the right to suspend network access to any customer if in the judgment of CeraNet that Client or Client's server is the source or target of a violation of any policy terms or for any other reason that CeraNet deems necessary. If inappropriate activity is detected, all accounts of the Client in question may be deactivated until an investigation is complete. Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Client will not be credited for the time the Clients equipment was suspended. Furthermore, CeraNet reserves the right to cancel Clients rights under this Agreement at anytime for any reason without further obligation
7. Third Party Software. CeraNet partners with a number of software companies and acts as the frontline of support for these products. CeraNet will provide best effort support for applications but does not warrant against bug fixes or advanced problem resolution of these products. Resolution of bugs and advanced support issues is dependent on the provider of the software and not CeraNet.
8. Notification of Violation. CeraNet is under no duty to look at each Client's or User's activities to determine if a violation of this Agreement or any policy has occurred, nor does CeraNet assume any responsibility to monitor or police Internet-related activities.
9. Responsibility for Content. The Client is solely responsible for content stored on and served by their equipment including Co-located and Dedicated equipment. CeraNet takes no responsibility for any material input by others. CeraNet is not responsible for the content of any other websites linked to the CeraNet Network.
10. Policy Enforcement. CeraNet reserves the right to amend its policies at any time. All Clients, sub-networks, resellers and other users of CeraNet must adhere to the policies. Failure to follow any term or condition may be grounds for immediate Cancellation. You will be held responsible for the actions of your clients. Therefore, it is in your best interest to implement similar or stricter terms and policies if your clients also use the CeraNet network.



11. Force Majeure. CeraNet shall not be liable for any losses or damages caused by its inability to provide services or perform its obligations under this Agreement, or failure to give notice of the same, when any such issue is due to "Force Majeure." "Force Majeure" shall include any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over CeraNet, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, data center facilities, airplane crashes, fires, floods or other catastrophes; acts of God, acts of omissions of Client or any causes beyond the control of CeraNet and/or of its suppliers.
12. Insurance. Client shall maintain insurance in a policy amount sufficient to cover any loss of data, software and/or hardware. CeraNet is not responsible losses or damages, including lost revenue, in the event of lost hardware, software or data no matter the cause. CeraNet is not under any responsibility, under this Agreement, to maintain data backups. Client acknowledges that it may, at its own option and expense, develop a system that uses mirrored off site servers, offsite backup solutions and/or other means to minimize risk, reduce the loss of revenue and insure continuous hosting of data in the event of a major loss. CeraNet prefers this type of approach for all critical web applications including those that generate significant revenue.
13. Assignment of Obligations. Client shall not transfer or assign this Agreement without the prior written consent of CeraNet. CeraNet may assign this Agreement at anytime without consent from or notice to Client.
14. Indemnification. Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of CeraNet and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that CeraNet shall not be liable for any damages arising from such causes beyond the direct and exclusive control of CeraNet. Client further acknowledges that CeraNet's liability for its own negligence may not, in any event, exceed an amount equivalent to charges paid by the Client for services during the period that the damages occurred. In no event shall CeraNet be liable for any special or consequential damages, loss, or injury. Furthermore, Client indemnifies and holds CeraNet harmless from any claim against CeraNet by any third party as a result of Clients violation of CeraNet's policies.
15. Miscellaneous Provisions
 - 15.1. The Client must provide CeraNet with, and keep current, good contact information. E-mail, fax, and telephone contacts are used, in that order of preference.
 - 15.2. A waiver by CeraNet of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.
 - 15.3. CeraNet is not responsible for any damages your business may suffer.
 - 15.4. CeraNet does not make implied or written warranties for any of our services. CeraNet denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by CeraNet.

UNDEFINED TERMS

Terms that are not specifically defined in this Agreement are used as set forth in the Ohio Uniform Commercial Code.

VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.



VENUE AND APPLICABLE LAW

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio (without respect to principles of conflicts of law), and the Parties hereby submit to the jurisdiction of and venue in the State of Ohio in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

WARRANTIES

CeraNet has the right to enter into this Agreement and to grant the rights granted in it. CeraNet shall, in good faith, comply with the terms of this Agreement.

The goods and services provided by CeraNet are provided "AS IS", WITHOUT WARRANTY OF ANY KIND TO CLIENT OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) NON-INFRINGEMENT; 6) QUIET ENJOYMENT; AND 8) TITLE.

CLIENT AGREES THAT ANY EFFORTS BY CERANET TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY CERANET WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. CLIENT FURTHER AGREES THAT CERANET SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF CERANET WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT. MODIFICATIONS MADE TO CLIENT'S WEB SITE BY CLIENT OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, CeraNet's liability is limited to the greatest extent permitted by law.

The parties expressly recognize that CeraNet does not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with CeraNet. CeraNet does not make any express or implied warranties, representations or endorsements TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through CERANET AND OBTAINED OR CONTRACTED OVER the Internet, including, without limitation, warranties of: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. CeraNet shall not be liable to CLIENT OR ANY THIRD PARTY for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products or services. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Client. In such jurisdictions, CeraNet's liability is limited to the greatest extent permitted by law.

The parties expressly recognize that CeraNet cannot and does not guarantee or warrant that files available for downloading through CeraNet will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to CeraNet for the reconstruction of any lost data. The parties also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to Client, and access to such materials by Client is done at Client's sole risk.