



## **Terms of Service (TOS)**

**You will be held responsible for all actions performed by your account whether it be done by you or by others! If server security is compromised, the account holder is responsible for all violations of the TOS and AUP, including SPAM, and all disconnect and reconnect fees associated with violations.**

### **Limestone Responsibilities**

Limestone Networks agrees to furnish services, which are paid for, to the Customer, subject to complete compliance to the AUP and TOS. Limestone Networks reserves the right to refuse any potential customer, at the sole discretion of Limestone Networks.

### **Changes**

The TOS and AUP are both subject to change at any time at the sole discretion of Limestone Networks, a change in policy shall not be grounds for early contract termination or non-payment. Customer recognizes that the nature of the service supplied and the initial rates and charges have been communicated to Customer. The Customer is aware that from time to time rates may change based on availability of hardware and overall market fluctuations, if a change is going to in any way alter the recurring monthly bill of a customer, it will be communicated prior to actual billing.

### **Non-Payment/Service Interruption**

Service interrupted for non-payment is subject to a \$200 reactivation fee. Data stored on a Customer Servers will not be available to the customer until reconnection is established. Customers deactivated for non-payment or charge-back are subject to their data being destroyed after 14 days from termination/charge-back date.

### **Refunds/Charge-Backs**

All services rendered by Limestone Networks are not eligible for a refund. All overcharges or charge disputes must be reported within 30 days of the time that the dispute occurred. If a charge, that is deemed valid by the sole discretion of Limestone Networks and validated by our TOS or AUP, is disputed to your Credit Card Issuer by issuing a charge-back, then you agree to pay an 'Administrative Fee' of \$200 fee, in addition to whatever amount of money was charged back.

### **Cancellations**

Limestone Networks requires a five (5) day notice of cancellation prior to the billing date for the upcoming term. A five (5) day notice before the upcoming billing date is also required for any downgrades. All customer data will be destroyed 14 days after the cancellation date.

### **Fraud**

In the event fraud is discovered, fraudulent customer is subject to immediate suspension/termination at the sole discretion of Limestone Networks. All information available to Limestone Networks about the fraudulent account/server will be submitted to both local authorities, as well any financial institutions involved. All fraud orders are investigated, and all fraudulent customers will be prosecuted to the fullest

extent of the law, whether it is within the United States, or abroad.

### **Financial Liability**

The Customer acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of Limestone Networks, and that damages resulting from any interruption of service are difficult to ascertain. Therefore, the Customer agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Limestone Networks. The Customer further acknowledges that Limestone Network's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred.

### **Support**

Limestone Networks provides hardware support related to customers server functioning. Limestone Networks does not offer software support outside of the installation of items chosen from the order form. Limestone Networks only guarantees the default installation of any software, and in no way assumes liability for the configuration of any software. Limestone Networks is not responsible for any downtime associated with mis-configuration of Operating System Kernels. Limestone Networks may provide enhanced software support (including kernel configuration), for an additional fee. Please ask sales or support for enhanced support pricing. One free Operating System reinstallation is provided to all customers, each additional Operating System reinstallation will be a flat \$50 fee. Limestone Networks does not provide any type of Support to the Customers of our Customers (Third Party Customers). We will only provide support directly to Customers of Limestone Networks.

### **Spam/Bulk Email Policy**

SPAM complaint procedure:

- Identify the server the spam was initially sent from (via IP)
- Create a comprehensive list of the spam complaints associated with the server in question.
- -An instance of a spam complaint is defined as one marketing E-mail.
- -An Abuse Notification may, and typically will be, comprised of numerous spam complaints.

First Spam Abuse Notification (Limestone -> Client):

- Provide the Abuse Notification to the client, and assess a \$25 fine. Failure to pay the fine within 24 hours may result in service interruption, due to suspension.
- After three Abuse Notifications are issued service may be subject to termination, as well as ineligibility to order any future servers.
- If an IP range or IP address has been black-listed as a result of a spam complaint, Limestone Networks will issue a fine of \$200 and may terminate the service.
- Upon receiving complaints, Limestone Networks will notify the client by issuing an abuse notification.
  - On the first notification, Limestone Networks will warn the client, as well as issue a \$25 fine.
  - On the second notification, Limestone Networks will issue a fine of \$25.00 per complaint received, with a maximum of 5.
  - On the third complaint, Limestone Networks will terminate service as well as issue a fine of \$25.00 per additional complaint received, with a maximum of 10.
- Compromised Servers Issued Spam Notifications: If Limestone Networks suspects that a client's server has been infiltrated in an effort to send Spam/Bulk e-mail, Limestone Networks will offer the 20080624.003

following options:

- Offer a free Operating System reinstallation, setting the configuration back to the original state it was provisioned in.
- If Operating System reinstallation is not accepted as an option, Limestone Networks may offer to manually retrieve/repair the files on the server, at a fee to be assessed and paid prior to any work being done.
- On the second instance of server compromise Limestone Networks reserves the right to terminate the client's services.

If any Spam complaints are disputed, and fines wish to be disregarded, full logs, as well as any requested information must be provided within 24 hours of the initial Abuse Notification. Failure to dispute, or provide required information within the 24 hour time period is acceptance of the notification, and all fees associated with it.

### **DMCA Complaints**

Limestone Networks handles any and all DMCA complaints very seriously, and will investigate them. Limestone Networks reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. The first violation of this policy will result in an 'Administrative Fee' of \$250, and if severe enough, potential termination of the server or account. A second violation will result in an 'Administrative Fee' of \$500 and will also result in the immediate termination of the server or account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that Limestone Networks personnel must spend to investigate the matter, to be charged only if claims are found to be valid. We take DMCA Complaints extremely seriously, save yourself and us the trouble.

### **Usage and Overages**

Customers Agree to pay any and all overage charges accrued on their account from the previous month. Overage charges are billed per gigabyte at a rate of \$.25 (twenty five cents). Limestone Networks reserves the right to suspend any account which does not pay all overage charges. Limestone Networks is not responsible for spikes in bandwidth that are caused on a customer's server for any reason. Customer is liable for all bandwidth to and from their server.

### **Payment Verification**

Customers agree to potentially having to submit to fraud checking measures, designed for both the security of the customer as well as the security of Limestone Networks. The fraud checks may require that the faxing of two forms of Government issued identification to Limestone Networks, and also a front and back copy of the Credit Card used as payment, as well as a copy of a utility bill with the billing address.

### **Publicity**

Customer agrees that Limestone Networks may publicly disclose that they are providing services(s) to the customer, and may include customer's name in promotional materials. Limestone Networks reserves the right to use customer quotes for promotional use. If this is undesired, the customer may request to opt out of promotional use by contacting sales.