



Terms of Service and Acceptable Use Policy

GreensboroNet is a division of TechTriad, Inc.

1. Definitions

- 1.1.1. "Agreement" means these Terms of Service applicable to TechTriad's providing Web Hosting Services to Client.
- 1.1.2. "Derivative Work" means any modifications made to any computer source code, object code, CGI code or HTML code.
- 1.1.3. "Domain Name" or "Name" is the alphanumeric name associated with Client's web site, web pages or electronic mail.
- 1.1.4. "HTML Code" means hypertext markup language, which is the language commonly used for developing the appearance of Web Sites.
- 1.1.5. "Intellectual Property Rights" means:
 - 1.1.5.1.1. Rights in any patent, copyright, trademark, trade dress, and trade name;
 - 1.1.5.1.2. Related registrations and applications for registration; and
 - 1.1.5.1.3. Trade secrets, moral rights and goodwill.
- 1.1.6. "Robot" or "Spider" means an automated device used by a searching service to gather pieces of information about Web Sites.
- 1.1.7. "Web Page" means each individual screen display contained in Client's Web Site.
- 1.1.8. "Web Site" means all Web Pages and domain names associated with Client and its products or services, and which are stored on TechTriad's Internet server computer.
- 1.1.9. "Web Site Hosting Service Provider" or "Web Host" means an entity that stores third-party Web Sites on its Internet server computer, receives or stores commands or data transmitted by Internet users, transmits Web Page data to users' Internet addresses, and performs related maintenance.
- 1.1.10. "TechTriad" means TechTriad, Inc.
- 1.1.11. "Client" means the person or entity obtaining Web Hosting Services from TechTriad.

2. Web Hosting Services

- 2.1.1. Hard Disk Space. Client shall be allotted a fixed amount of storage space on TechTriad's hard drive, which may be used to store Client's Web Pages, information, databases, and user communications. The amount of storage space shall be as provided in Exhibit "A", as amended from time to time. Additional storage may be requested in increments of ten megabytes.
- 2.1.2. Jurisdictional Disputes. Where TechTriad is acting solely as Client's Web Host, it is not engaged in, and is not actively soliciting, interstate or international commerce. Where TechTriad is a named party to any type of dispute or litigation involving any acts by client that affect out-of-state persons or entities, Client shall indemnify, hold TechTriad harmless, defend TechTriad and challenge the jurisdiction of out-of-state authorities over TechTriad.
- 2.1.3. Web Site Storage and Internet Link. TechTriad shall store Client's Web Site on TechTriad's Internet server. Since Internet servers and links are susceptible to



crashes and down time, TechTriad warrants only that it shall maintain a consistent link with the Internet, but TechTriad cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

- 2.1.4. Bandwidth. TechTriad shall provide the throughput specified in Exhibit "A", as amended from time to time, however, TechTriad does not warrant any response rate or download time.
- 2.1.5. Maintenance. TechTriad may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of TechTriad's systems. However, TechTriad shall provide prior notice where it is reasonable and practicable under the circumstances, and TechTriad shall restore service as soon as is reasonably practicable. Client shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond TechTriad's control or which is reasonable in duration.
- 2.1.6. Security. TechTriad shall take reasonable steps to prevent security breaches in TechTriad's server interaction with Client and security breaches in TechTriad's server interaction with resources or users outside of any firewall that may be built into TechTriad's server, but TechTriad shall not have any obligation to maintain flawless security. Client is solely responsible for preventing password-protected pages within its Web Site from being automatically indexed and linked to search engine Robots or Spiders. Client shall be responsible for any damage caused by unauthorized access resulting from its failure to comply with its obligations in the previous sentence and shall indemnify and hold TechTriad harmless for any compromise of Client's security.
- 2.1.7. Privacy. Message and data encryption is enabled on TechTriad's server, however Client has full responsibility for encoding its Web Site to conform with generally accepted encryption standards, and Client shall indemnify and hold TechTriad harmless for any compromise of Client's encryption method.
- 2.1.8. Caching by TechTriad Permitted. Client grants to TechTriad a license to cache the entirety of Client's Web Site in RAM. Client shall make no claim that TechTriad's caching is not a "fair use" under the United States Copyright Act. Client shall make no claim that TechTriad's caching is an infringement of any of Client's Intellectual Property Rights.
- 2.1.9. Export Control. Client's Web Site shall comply with all export, re-export or import laws and regulations of any jurisdiction from which client's Web Site is transmitted or accessed. Client shall obtain written authority from all appropriate governmental bodies, if Client intends at any time to re-export any items originating from that jurisdiction to any proscribed destination. Client shall indemnify and hold TechTriad harmless and provide a defense to TechTriad for any compromise of Client's security.
- 2.1.10. Price. The prices to be paid by Client under this Agreement are set forth in Exhibit "A". Payments shall be made net 30 after date of invoice.

3. Warranties

- 3.1.1. Client Warranties and Indemnification. Client warrants that Client is the sole provider of Client's Web Pages, that TechTriad is merely Client's Internet communication medium and that TechTriad is not Client's selling agent, distributor, marketer or other affiliate. Client warrants that none of Client's Web Pages are illegal in light of the viewer's age, jurisdiction or other circumstance, or infringe any rights of others. Client shall indemnify TechTriad, hold TechTriad harmless and



defend TechTriad against any liability which may arise from Client's provision of Web Pages hosted through TechTriad's Internet facilities.

4. Disclaimers

- 4.1.1. **Liability Limitations.** The goods and services provided by TechTriad 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) ACCURACY; (6) NON-INFRINGEMENT; AND (7) TITLE. CLIENT WILL NOT ASSERT ANY EFFORTS BY TECHTRIAD TO MODIFY ITS GOODS OR SERVICES AS A WAIVER OF THESE LIMITATIONS, NOR AS EVIDENCE THAT TECHTRIAD'S WARRANTIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE. TECHTRIAD 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 TECHTRIAD WAS ADVISED OF THE POSSIBILITY OF THOSE 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 those jurisdictions, TechTriad's liability is limited to the greatest extent permitted by law.
- 4.1.2. **TechTriad Not Liable for Delays or Defaults.** TechTriad shall not be liable for delays or defaults in furnishing goods or services under this Agreement, if those delays or defaults on the part of TechTriad are due to:
- 4.1.2.1.1. Acts of God or of a public enemy;
 - 4.1.2.1.2. Acts of the United States or any state of political subdivision thereof;
 - 4.1.2.1.3. Fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes;
 - 4.1.2.1.4. Embargoes, epidemics or quarantine restrictions;
 - 4.1.2.1.5. Shortage of goods, labor strikes, slow-downs, differences with workmen or labor stoppages of any kind;
 - 4.1.2.1.6. Delays of supplier or delay of transportation for any reason;
 - 4.1.2.1.7. Causes beyond the control of TechTriad in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Client reporting problems or furnishing information or materials. Acceptance of delivery of goods or services shall constitute a waiver and release of TechTriad by Client for any claim for damages, setoff, discount or other liability on account of delay.
- 4.1.3. **Third Party Transactions at Client's Peril.** TechTriad does not make any express or implied warranties, representations or endorsements of any kind TO CLIENT OR ANY THIRD PARTY whatsoever with regard to any information, products or services provided through TechTriad AND OBTAINED OR CONTRACTED OVER THE INTERNET, 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) ACCURACY; (6) NON-INFRINGEMENT; AND (7) TITLE. TechTriad 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 those jurisdictions, TechTriad's liability is limited to the greatest extent permitted by law.

- 4.1.4. Downloading of Data or Files at Client's Peril. TechTriad cannot and does not guarantee or warrant that files available for downloading through TechTriad will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Client shall have full responsibility to implement sufficient procedures to satisfy Client's particular requirements for accuracy of data input and output, and for maintaining a means external to TechTriad for the reconstruction of any lost data. Client's access to unedited materials, some of which are unlawful, indecent, or offensive to Client is done at Client's sole risk.

5. Termination

- 5.1.1. Termination by TechTriad. TechTriad shall have the right to terminate any and all services to Client for no cause and without any reason upon thirty days' notice.
- 5.1.2. Termination by Client.
 - 5.1.2.1.1. With Consent. Client may not terminate its Web Hosting by TechTriad without TechTriad's prior written consent.
- 5.1.3. Post Termination Rights.
 - 5.1.3.1.1. Fees Owed to TechTriad. After termination by any party for any reason, TechTriad shall have the right to recover all accrued charges due and owing by Client to TechTriad, and Client waives any right it may have against TechTriad to offset against fees payable by Client to TechTriad.

6. Remedies

- 6.1.1. The failure of either party to seek relief for the other party's breach of any duty under this Agreement shall not waive any right of the non-breaching party to seek relief for any subsequent breach.

7. Governing Law and Jurisdiction

- 7.1.1. The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, excluding its choice of law rules. Venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, this Agreement shall lie in the County of Guilford, State of North Carolina.

8. Notice

- 8.1.1. Any notice, counter-notice, demand, or other communication required or which may be given, under this Agreement shall be in writing and shall be given or



made by overnight courier service which provides the sender with written record of delivery, and shall be addressed to the respective parties as follows:

- 8.1.2. To TechTriad: TechTriad, Inc., P.O. Box 41163, Greensboro, NC 27404-1163
- 8.1.3. To: Client: At the address shown on TechTriad's records.

9. Severability

- 9.1.1. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

10. Entire Agreement

- 10.1. This Agreement constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The terms applicable to TechTriad's providing Web Hosting Services to Client are expressly limited to the terms and conditions contained in these Terms of Service, and TechTriad, Inc. hereby objects to any additional or different terms in Client's forms or other writings. If (1) Client issues an order that agrees with these Terms of Service, (2) Client makes any use of the Web Hosting Services provided by TechTriad, or (3) Client by any communication with TechTriad or others indicates acceptance of these Terms of Service, that will constitute acceptance of the terms of this offer. TechTriad Inc.'s failure to object to additional or different terms contained in any communication from Client will not constitute an acceptance of those terms.

11. Terms of Payment

- 11.1. Client shall pay the purchase price and related charges in accordance with the terms of payment in this Agreement. If no terms of payment are stated, payment is due net 10. Payments not received within 25 days of due date shall bear interest at the rate of one and one-half percent per month (but not to exceed the maximum lawful rate) until paid, including post-judgment. Client shall notify TechTriad of any disputed invoices within thirty days from the date of the invoice. Interest shall accrue at 1 ½% per month from the date payments are due to TechTriad, and at 1 ½% per month on any judgment awarded to TechTriad. TechTriad reserves a purchase money security interest in material sold and software licensed or sold hereunder until such time as TechTriad has received payment in full. At TechTriad's request, Client shall execute and deliver a financing statement and the additional documents as may be requested by TechTriad in order to perfect TechTriad's security interest. Client shall pay a \$25.00 fee for all checks returned for insufficient funds or for any other reason. If any payment due under this Agreement is not made on the due date, TechTriad, entirely at its discretion, shall have the right to suspend all or part of the services provided under this Agreement until all payments due have been made, including interest, if any, plus any additional time TechTriad takes to restore the suspended services.



12. Taxes

- 12.1. Any tax or related charge resulting from this Agreement or any activities hereunder, exclusive of tax based on net income, that TechTriad shall be required to pay to or collect from any government shall be billed to Client as a separate item and shall be paid by Client, unless a valid exemption certificate is furnished by Client to TechTriad.



Exhibit "A"

Standard Web Hosting Account Includes:

- Initial storage: 50 Megabytes
- Throughput: 1 Gigabyte per month
- 10 Email Boxes
- Free Access to Full Web Site Statistics
- Access to Web Mail for POP Users Only
- Free Help Desk and Support Center Registration, Access and Use
- Access to Plesk Account on Server for Designated User (POP users only)