

Hostrino Terms of Service and Acceptable Usage Policy

Hostrino ("The Company") agrees to furnish Internet Services to the Subscriber, subject to the following Terms of Service (ToS). Use of Hostrino Service constitutes acceptance and agreement to Hostrino's AUP as well as Hostrino's TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of Hostrino and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment. This Agreement shall be construed in all respects in accordance with the laws of Hong Kong SAR.

1. **Disclosure to Law Enforcement:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition, Hostrino shall have the right to terminate all service set forth in this Agreement.
2. **Service Rates:** Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.
3. **Payment:** Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service.
4. **Payments and Fees:** Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a \$200 reconnect charge. Accounts that are not collectable by Hostrino may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not more than \$2000. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.
5. **Refund and Disputes:** All payments to Hostrino are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred.
6. **Failure to Pay:** The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
7. **Account Cancellation:** Requests for cancelling accounts must be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to:

Hostrino
Room 1522, Nan Fung Center
264 – 298 Castle Peak Road
Tsuen Wan, NT
Hong Kong SAR

8. Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company'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. In no event shall the company be liable for any special or consequential damages, loss or injury.
9. **Support Boundaries:** Hostrino provides 24 x 7 technical support to our subscribers. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Hostrino provides support related to your server or virtual site's physical functioning. Hostrino does not offer tech support for application specific issues such as cgi programming, html or any other such issue. Hostrino does not provide technical support for YOUR customers. Separate charges apply for difficult trouble shooting jobs or a full OS reload.
10. Hostrino may provide you access to other third party software and/or services ("Third Party Products") through reseller relationships Hostrino has established with certain commercial vendors. Unless otherwise notified, Customer understands that product support for Third Party Products is provided by Hostrino and not by the Third Party Vendor. Neither Hostrino nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. Customer expressly acknowledges and agrees that use of third party products is at customer's sole risk and such third party products are provided "as is" and without representation or warranty of any kind from Hostrino or any third party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither Hostrino nor any third party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third party product. Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third party products and that customer shall be fully liable to third party vendors and Hostrino with respect to any improper use of such third party products or violation of license agreements with them and/or applicable end user subscriber agreements.
11. **SPAM and Unsolicited Commercial Email (UCE):** Hostrino takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of Hostrino may not use or permit others to use our network to transact in UCE. Customers of Hostrino may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry

severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

- a. Violation of Hostrino's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Hostrino will initiate an immediate investigation (within 48 hours of notification). During the investigation, Hostrino may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Hostrino may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Hostrino reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Hostrino will notify law enforcement officials if the violation is believed to be a criminal offence.
- b. Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server or website immediately removed from our network. The server or website will not be reconnected or restored until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.
- c. As our Customers are ultimately responsible for the actions of their clients over the Hostrino network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

12. Network:

- a. IP Address Ownership: If Hostrino assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Hostrino, and Customer shall have no right to use that Internet Protocol address except as permitted by Hostrino in its sole discretion in connection with the Services, during the term of this Agreement. Hostrino shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Hostrino, and Hostrino 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 APNIC's new policies. These new 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 will 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.
- b. Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Hostrino will monitor Customer's bandwidth and disk usage. Hostrino shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. 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 in Hostrino's sole and absolute discretion. If Hostrino takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Hostrino may, at its sole discretion suspend the concerned service.
- c. Customer cannot make use of Hostrino's server or network to run any IRC related application, hosting pornographic related site or hosting peer to peer related site. Nor are the customer allowed to run any applications or host any sites that will result in excessive consumption of network resource.
- d. System and Network Security: Users are prohibited from violating or attempting to violate the security of the Hostrino Network. Violations of system or network security may result in civil or criminal liability. Hostrino will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:
 - i. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
 - ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
 - iii. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
 - iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
 - v. Taking any action in order to obtain services to which such User is not entitled.

13. Notification of Violation:

- a. Hostrino is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.
- b. First violation: Any User, which Hostrino determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Hostrino's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

- c. Second Violation: Users that Hostrino determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.
 - d. We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.
14. Suspension of Service or Cancellation: Hostrino reserves the right to suspend network access to any customer if in the judgment of the Hostrino network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Hostrino chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.
15. Hostrino reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Hostrino must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.
16. Indemnification: Hostrino wishes to emphasize that in agreeing to the Hostrino Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies Hostrino for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to Hostrino or the bringing of any claim against Hostrino by any third-party. This means that if Hostrino is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against SRM and Hostrino, plus all costs and attorney's fees.
17. Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.
 - a. A waiver by the Company of any breach of any provision of this Agreement by Subscriber 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.
 - b. Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.
 - c. Hostrino takes no responsibility for any material input by others and not posted to the Hostrino Network by Hostrino. Hostrino is not responsible for the content of any other websites linked to the Hostrino Network; links are provided as Internet navigation tools only. Hostrino disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
 - d. Hostrino are not responsible for any damages your business may suffer. Hostrino does not make implied or written warranties for any of our services. Hostrino 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 Hostrino.
18. Responsibility for Content: You, as Hostrino's customer, are solely responsible for the content stored on and served by your Hostrino server.
19. Windows Servers: Requirements for using Microsoft software. Subscribers are prohibited from allowing more than five (5) authenticated users, unless specifically licensed for additional Users, of the Microsoft Windows Server Operating Systems under Microsoft licensing terms and could create liability issues with Microsoft if violated.
20. Insurance: It is strongly recommended that Customer maintains, at their expense, property Insurance of an "all risk" form covering any and all equipment and personal property owned or leased by Customer and used or stored on Hostrino premises. Hostrino does not provide property Insurance for Customer owned equipment or personal property used or stored on Hostrino premises.
21. Lawful Purpose: Hostrino reserves the right to refuse service to anyone. Customers may only use Hostrino equipment and services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, 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 Hostrino management. Regardless of the location of signing this agreement, the client agrees that for purposes of venue this contract was entered into in Los Angeles County, California, and any dispute will be litigated or arbitrated in Los Angeles County, California. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Los Angeles County courts. IN NO EVENT SHALL THE HOSTRINO MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.
22. Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the Software Products.

REVISIONS TO THIS TERMS OF SERVICE POLICY (ToS)

Hostrino reserves the right to revise, amend, or modify this ToS (Terms of Service), our AUP and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with this document. Please refer all questions related this document to support@hostrino.com