



TERMS AND CONDITIONS OF SERVICE

IMPORTANT NOTICE: DDos Protected ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of DDos Protected services constitutes acceptance and agreement to DDos Protected AUP (Acceptable Use Policy) as well as DDos Protected TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of DDos Protected and AUP. 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. The following Contract includes all definitions, policies, and agreements between the Customer and DDos Protected that describe the Acceptable Use Policy (AUP), Terms Of Service (TOS), and Contractual Agreements.

1. Disclosure

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 DDos Protected shall have the right to terminate all service set forth in this Agreement. *All Payments To DDos Protected Are Non-Refundable*

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. Any promotional offers are 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. Payment for game server hosting and voice server hosting is due prior to service activation. The Company will make all reasonable efforts to contact the customer with their account information. Payment for all other services, including, but not limited to, web hosting and web design must be received by the company prior to work being done.

4. Payments and Fees

Non receipt of payment on the specified anniversary date will be grounds for immediate termination of service at the company's discretion.

5. Refund and Disputes

All payments to the company are nonrefundable. This includes a one time setup fee, if applicable, and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in DDos Protected sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay DDos Protected an "Administrative Fee" of not less than \$125.00 and not more than \$175.00.

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

All requests for canceling accounts must be made via email to sales@ddosprotected.org at least 5 days prior to the anniversary date. **Accredit Card Policy:** We, , DDos Protected will automatically charge your credit/debit card each month on the anniversary date of your signing up as a customer. You, the customer, must notify us within five (5) days of your anniversary date that you wish to cancel in order for you credit/debit card not to be charged. There is a \$10.00 fee for a credit card being declined. We will charge your credit card this amount upon your next billing cycle or cancellation date. **b. PayPal policy:** We must receive payment via PayPal, if this is the method selected by the customer, PRIOR to service set up. The customer will not have access to any pay services if payment is not received by DDos Protected.

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. Technical Support

DDos Protected provides technical support via e-mail . DDos Protected also ensures that the server is online and is remotely accessible. DDos Protected does not guarantee that all

technical issues can be resolved. Technical assistance will be provided free of charge through the forums and our support channels.

10. SPAM and Unsolicited Commercial Email (UCE)

DDos Protected 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 DDos Protected may not use or permit others to use our network to transact in UCE. Customers of DDos Protected 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. In addition, we do not allow the use of our services to host adult content or legally questionable content. a. Violation of DDos Protected SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, DDos Protected will initiate an immediate investigation (within 48 hours of notification). During the investigation, DDos Protected may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, DDos Protected may, at its sole discretion, restrict, suspend or terminate customer's account. Further, DDos Protected reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. DDos Protected will notify law enforcement officials if the violation is believed to be a criminal offense. b. First violations of this policy will result in an "Administrative Fee" of \$125 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$350 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$90 per hour that DDos Protected personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

11. Network

a. IP Address Ownership: If DDos Protected assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to DDos Protected, and Customer shall have no right to use that Internet Protocol address except as permitted by DDos Protected in its sole discretion in connection with the Services, during the term of this Agreement. DDos Protected shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by DDos Protected, and DDos Protected reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. 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. All IPs that are allocated to client must be utilized within 48 hours. If allocated IPs are not utilized within this time frame The Company reserves the right to retract IPs that are not being utilized without notifying the client.

b. System and Network Security: Users are prohibited from violating or attempting to violate the security of the DDos Protected host company. Violations of system or network security may result in civil or criminal liability. DDos Protected 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.

12. Notification of Violation

DDos Protected is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has not occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which DDos Protected determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation.

Second Violation: Users that DDos Protected 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. 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.

13. Suspension of Service or Cancellation

DDos Protected reserves the right to suspend network access to any customer if in the judgment of the DDos Protected 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 DDos Protected 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

14.DDos Protected reserves the right to amend its policies at any time. Failure to follow any term or condition will be grounds for immediate Cancellation. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

15.Indemnification

DDos Protected wishes to emphasize that in agreeing to the DDos Protected Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies DDos Protected for any

violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to DDos Protected or the bringing of any claim against DDos Protected by any third-party. This means that if DDos Protected is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against DDos Protected, plus all costs and attorney's fees.

16. 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 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. 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. DDos Protected is not responsible for the content of any other websites linked to any DDos Protected hosted sites; links are provided as Internet navigation tools only. DDos Protected 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. DDos Protected is not responsible for any damages your business may suffer. DDos Protected does not make implied or written warranties for any of our services DDos Protected 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 DDos Protected. It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

17. Responsibility for Content

You, as DDos Protected customer, is solely responsible for the content stored on and served by your DDos Protected service. Our servers are connecting to a network with fast, permanent internet connections. This way, it's possible to have large datatraffic. The Fair Use Policy (FUP) means that excessive datatraffic by users will be stopped. This means for both upstream- and downstream. DDos Protected pays for datatraffic and want this to be used by all it's customers equally. In practice this means that with normal usage the server can be used unlimited, however an individual or clan will be warned if it has excessive datatraffic. When excessive usage continues, we can give the user a penalty for the surplus of the datatraffic.