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Regarding Services Provided:

All services provided by Zio Inc. ("Zio Inc.") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Zio Inc. from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited Web Sites:

Prohibited are sites that promote any illegal activity or present content that may be damaging to Zio Inc.' servers, or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

pirated software
hacker programs or archives
Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY,

WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, ZIO INC. WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

Traffic Usage:

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$1.00 for each gig of traffic exceeded. This amount is not prorated, meaning that 1 mb - 1 gig will be treated and billed as the same.

CPU Allotment:

Shared Hosting Account CPU Threshold: 20% - Based On A Monthly Review
Reseller Hosting Accounts CPU Threshold: 25% - Based On A Monthly Review

Please keep in mind that if you use more than 20-25% of your CPU allotment for just a few days out of the month we are not going to bother you however to maintain our corporate cabinet and provide great service if your website is getting a lot of traffic and you are consistently using more than 25% of the servers CPU resources we will require you to upgrade to a VPS or Dedicated Server.

IRC:

We currently do not allow IRC or IRC bots to be operated on our servers. You can however purchase a dedicated server to conduct such processes.

Server Abuse:

Any attempt to undermine or cause harm to a server or customer of Zio Inc. is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

Refusal of Service:

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of Zio Inc. must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Billing System:

By the Account Activation Date of each month, Zio Inc. shall either:

- (1) debit the client's credit card (when such information has been provided by the client); or

- (2) deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to Zio Inc. by no later than the specified payment due date. Zio Inc. shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a monthly basis. All credit cards are billed automatically on a monthly basis. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point we will need to be provided with another credit card account number within 24 hours. If we do not receive a response within 24 hours, the account, and all accounts under that account plan, will be suspended.

- (3) If you have signed up for a hosting product on a promotion; these accounts cannot be canceled until after 60 day period has elapsed from the time the account was created. This prevents users from abusing our promotional systems.**

- (4) Non payment of invoices that are due to Zio Inc. will result in accounts being passed to an outside collection agency and these accounts will remain with stated outside collection agencies until accounts are paid in full.**

Service Fees:

Certain services carry a setup fee charged by Zio Inc. to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to Zio Inc. and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded. **Money Back Guarantee & Refund Policy:**

We offer a 30 day Money back guarantee.

Refunds: If client has retained the services for one year and has pre-paid Zio Inc. for such services, refunds will be issued for any unused full month of the services, upon client's request. Therefore, if client's account is cancelled at any point during the one-year term, client will be entitled to a refund for the months remaining, after notice given by the 25th day of the preceding month. **Account Deactivations:**

Any account deactivated due to non-payment will require a reactivation fee of \$20.00 prior to reactivation.

Cancellation Refunds:

We DO NOT refund partial monthly fees to accounts. We require 30 days notice for a cancellation. **Limitation of Liability:**

Zio Inc. shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Zio Inc.' servers going off-line or being unavailable for any reason whatsoever. Furthermore, Zio Inc. shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Zio Inc. servers. All damages shall be limited to the immediate termination of service. **Violations:**

Violations of these Acceptable Use Policies should be referred to info@zioinc.com. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer:

Zio Inc. cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by Zio Inc. are resold. Thus, certain equipment, routing, software and programming used by Zio Inc. are not directly owned or written by Zio Inc.. Moreover, Zio Inc. holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as Zio Inc. sees fit. **Account Activation:**

By activating your account with Zio Inc., you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and

disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information. **Server Uptime Guarantee:**

Zio Inc. guarantees 99% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of excessive downtime **Terms Of Service Changes:**

Zio Inc. reserves the right to amend any or all of the above policies, guidelines and disclaimer however we will notify you of such changes.

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

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