



TOS (Terms of Service)

IMPORTANT NOTICE: *All Payments To The Dedicated Server Store Are Non-Refundable*

The Dedicated Server Store – a Stealth – ISS Inc. subsidiary ("The Company") agrees to furnish services to the Client ("Subscriber" or "Customer"), subject to the following TOS (Terms of Service).

Use of The Company Service constitutes acceptance and agreement to Dedicated Server Store's AUP as well as Dedicated Server Store's TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of Stealth – ISS, Inc. 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 the state of Nevada applicable to contracts enforceable in that state. Venue will be Clark County, Las Vegas, Nevada.

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 The Company 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. Subscribers on a month-to-month basis are not locked on a set service rate unless specified in writing with subscriber. 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. **Support:** All requests for billable support will be paid prior to obtaining the support. The Company will assess the length of the support needed and will charge that to the credit card on file or send a payment link via e-mail. Support will be provided after payment was received.
4. **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. All accounts and services provided by The Company may be subject to the current tax rate as imposed by the state of Florida. The above applies to all accounts and services provided by Stealth – ISS Inc.
5. **Recurring Charges:** Subscriber provides The Company with credit card information, and all charges authorized will be billed by this Agreement to that credit card. In addition, The Company reserves the right to bill that credit card for past due services regardless of whether that credit card was regularly billed in the past. When subscriber chooses monthly billing, the subscriber is required to keep a valid credit card on file. If the



- Subscriber chooses to remove this credit card, the Subscriber will be required to choose a billing cycle for which recurring automatic charges are not required (e.g. 6 or 12 months terms payable via US Check). The Company reserves the right to bill the Subscriber for fees charged by current credit card processor, plus \$20teh Company's favor.
6. Payments and Fees: Credit cards that are declined for any reason are subject to a \$10.00 declination fee. Service will be interrupted on accounts that reach 5 days past due. Service interrupted for nonpayment is subject to a \$75 reconnect charge. Accounts not paid by due date are subject to a \$20 late fee. Accounts that are not collectable by The Company may be turned over to an outside collection agency for collection. If the Subscribers account is turned over for collection, the Subscriber agrees to pay the company a "Processing and Collection" Fee of not less than \$50 but not more than \$150.
 7. Delinquent Colocation accounts: Delinquent accounts that have been disconnected will have their hardware removed from the rack after 3 months. During this time service fees associated with this account will apply. After 3 months, the server and associated Subscriber hardware will be placed in storage for up to 3 months. Storage fees will apply during the storage time. After 6 months of no payment the company will place Subscribers hardware for sale to recoup delinquent service charges and outstanding fees associated with delinquent account.
 8. Refund and Disputes: All payments to The Company 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 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Dedicated Server Store's sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay The Company an "Administrative Fee" of not less than \$50 and not more than \$150.
 9. 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.
 10. Account Cancellation: Requests for canceling accounts may be made in writing (via Stealth-ISS Inc. ticket systems to Sales Department or via USPS) with at least 30 days notice but not more than 60 days prior written notice and sent to

Stealth - ISS Inc.
Attn: Cancellations
623 Fiddlehead Ave
Las Vegas, NV 89183

11. 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.
12. New Domain Accounts: All new web-hosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen



complications, however, this process may sometimes require up to 7 business days. If the new domain is registered by the account holder, there will be no handling fee. If the domain is registered by The Company on behalf of the account holder a handling fee will be incurred.

13. Transfer of Domains: New web hosting accounts which involve the transfer of a domain from another provider to The Company will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by The Company on behalf of the account holder a handling fee will be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.
14. Support Boundaries: The Company provides 24 x 7 technical support to our subscribers. The technical support is limited to our area of expertise. The following is our guidelines when providing support: The Company provides support related to subscribers server or virtual site physical functioning. The Company does not offer free tech support for application specific issues such as hardware configurations, cgi programming, html or any other such issue. These services are charged extra and need to be paid in advance. Please refer to our website for current support pricing. The Company does not provide technical support for subscribers customers. If the Subscriber can email, The Company encourages to send emails to support@dedicatedserverstore.com for assistance or use the support ticket system. If the Subscriber is able to get online and have other questions, the answers may be on the Company's home page at <http://www.DedicatedServerStore.com>.
15. SPAM, Unsolicited Commercial Email (UCE), Viruses, Trojans and Worms: The Company takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network or having Viruses, Trojans or Worms installed on the subscribers servers. Very simply this means that customers of The Company may not use or permit others to use our network to transact in UCE. Customers of The Company may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Also, it is the subscribers's responsibility to check the server regularly for Viruses, Trojans or worms. Violations of this policy carry severe penalties, including termination of service.
 - a. Violation of Dedicated Server Store's SPAM and Virus policy will result in severe penalties. Upon notification of an alleged violation of our SPAM and Virus policy, The Company will initiate an immediate investigation (within 48 hours of notification). During the investigation, The Company may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM and virus policy, The Company may, at its sole discretion, restrict, suspend or terminate customer's account. Further, The Company reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. The Company 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 \$300 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$600 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



\$140 per hour that The Company personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

- c. If a virus, Trojan or worm has been installed on the customers' server, The Company will initiate an immediate investigation (within 24 hours of notification). During the investigation, The Company may restrict customer access to the network to prevent further violations. The customer will have 24 hours to remove all infected files from the server. If the customer cannot do or if client requests so, The Company will start the removal of all infected files and the customer will be charged for the service according to our support services prices and policy. If the virus, Trojan or worm has been installed on the server deliberately, the customers' account will be suspended immediately and an administrative and "clean-up" fee of \$300 will be charged.
- d. As our Customers are ultimately responsible for the actions of their clients over the Company network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

IMPORTANT NOTICE:

BEGINNING IMMEDIATELY, 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 immediately removed from our network. The server will not be reconnected until such time that the Subscribers agrees to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow the Company 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 The Company's network without notice to the subscriber. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

16. Network

- a. IP Address Ownership: If The Company assigns The Subscriber an Internet Protocol address for The Subscriber 's use, the right to use that Internet Protocol address shall belong only to The Company and The Subscriber shall have no right to use that Internet Protocol address except as permitted by The Company in its sole discretion in connection with the Services, during the term of this Agreement. The Company shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to The Subscriber by The Company and The Company reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. The Company's allocation of IP addresses is limited by ARIN'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. The Subscriber MUST use name-based hosting where possible. The Company will periodically review IP address usage, and if found that subscriber is using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses. Subscribers requesting IPs will be required to justify the use of these IPs to the Company prior to them being assigned. The Subscriber will be required to use all existing IPs prior to being able to request new IPs.



- 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"). The Company will monitor Customer's bandwidth and disk usage. The Company 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. If The Company takes any corrective action under this section, The Subscriber shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a The Subscriber exceeds the included allocation, The Company may, at its sole discretion, collect a deposit, in an amount determined by The Company, against The Subscriber 's credit card on file.
 - c. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of the Company Network. Violations of system or network security may result in civil or criminal liability. The Subscriber is required to adhere to current security standards including but not limited to installing critical patches and taking all possible preventive and reactive measures to avoid security breaches on The Subscriber's hardware that could have a negative impact on The Company's network. Subscribers with dedicated servers provided by The Company will have all security and updates managed by the Company. This service is billable as per separate agreements between the Company and the Subscriber. The Company 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:
 1. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
 2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
 3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
 4. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
 5. Taking any action in order to obtain services to which such User is not entitled.
14. **Notification of Violation:**
- a. The Company 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 The Company 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 The Company's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.



- c. Second Violation: Users that The Company 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.
15. Suspension of Service or Cancellation: The Company reserves the right to suspend network access to any customer if in the judgment of the Company 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 The Company chooses. If inappropriate activity is detected, all accounts of The Subscriber 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 Subscriber will not be credited for the time the customer's machines were suspended.
 16. The Company reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of The Company 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.
 17. Operation of our facilities: The Company retains the right to maintain and operate the facilities in such a manner as will best enable us to conduct our normal business operations. The Subscriber may not terminate this Agreement based on changes in this operation unless such a change materially alters the type of product or service provided by us. In particular, The Subscriber is not guaranteed a particular IP or IP block, shared server allocation, server rack, colocation space, or other physical location. At times, IP renumbering of server/equipment moves may be necessary; The Subscriber agrees to cooperate with The Company in the case of such a renumbering or move.
 18. Hardware, equipment and software: The Subscriber is responsible for, and must provide, all telephone, computer, hardware and software equipment, and services necessary to access the Company's network. It is The Subscriber obligation to determine if the equipment necessary to connect with the network, and interact with it, is compatible. The Company are not responsible for incompatibility of The Subscribers equipment and network. Such an incompatibility is not grounds for termination of this Agreement by The Subscriber, nor shall it constitute a material breach by The Company.
 19. Indemnification: The Company wishes to emphasize that in agreeing to the Company Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies The Company for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to The Company or the bringing of any claim against The Company by any third-party. You agree to indemnify, defend and hold harmless The Company and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an



"indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of our products (ii) any violation by you of the AUP; (iii) any breach of any of your representations, warranties or covenants contained in this Agreement; or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement. For the purpose of this paragraph only, the terms used to designate you include you, your customers, visitors to your website, and users of your products or services, the use of which is facilitated by us. If you fail to comply with any terms of this Agreement, you shall be fully responsible for the cost of labor and any and all other costs, losses or legal expenses incurred by us in order to rectify the damage caused by you, or due to that damage.

20. 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.
- The Company takes no responsibility for any material input by others and not posted to the Company Network by Stealth – ISS Inc. The Company is not responsible for the content of any other websites linked to The Company Network; links are provided as Internet navigation tools only. The Company 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.
- The Company is not responsible for any damages your business may suffer. The Company does not make implied or written warranties for any of our services. The Company 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 The Company.

19. Responsibility for Content: The Subscriber, as The Companys customer, are solely responsible for the content stored on and served by your The Company server.