

TheCodeWorks Terms of Use Policy

I. Use of Services.

- a. The CUSTOMER agrees to maintain a secure password to the account. Secure passwords are those that are between 6 and 8 characters long, contain upper and lower case letters, and numbers or other characters, and can not be found in direct or reverse order in a dictionary, without regard to the language of the dictionary. The CUSTOMER is solely responsible for changing its password as required to assure secure access to its account.
- b. The CUSTOMER agrees to use the services provided by THECODEWORKS as permitted by applicable local, provincial, state, and federal laws. The CUSTOMER agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law, libelous, or against any THECODEWORKS policy.
- c. THECODEWORKS reserves the right to refuse service to any new or existing customers
- d. The CUSTOMER is solely responsible for any legal liability arising out of, or relating to, his/her web site at THECODEWORKS. The ACCOUNT HOLDER represents and warrants to THECODEWORKS that it holds the necessary rights to permit the use of any of the items on his/her web site, and, that the use, reproduction, distribution, transmission or display of any data to the public, and any material to which the public can link through, or any products of services made available to the public through his/her web site, will not -
 - 1) violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti discrimination law or regulation, or any other right of any person or entity, or any personal or business argument or dispute; or
 - 2) contain any material that is: unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, disputatiously, argumentatively or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law. CUSTOMER agrees to indemnify and to hold THECODEWORKS, and any third party entities related to THECODEWORKS, harmless from and against any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses arising out of or related to:
 - a) The CUSTOMER's breach of any of the forgoing representations and warranties, or
 - b) any other third party claim with respect thereto.
- e. The CUSTOMER understands and agrees that hosting of the CUSTOMER's web site is at the sole discretion of THECODEWORKS. THECODEWORKS may at its sole discretion discontinue web site hosting service to any CUSTOMER operating a web site that THECODEWORKS deems to be in violation of Section (1d.) of these Terms and Conditions.
- f. THECODEWORKS accounts cannot be transferred or used by anyone other than the subscriber. CUSTOMERS may not sell, lease, rent or assign the connection or parts of the connection to any party not named in this agreement.

- g. Use of other organizations' networks or computing resources is subject to their respective permission and usage policy.
- h. CUSTOMER will endeavour to prevent viruses from corrupting THECODEWORKS systems. THECODEWORKS may run anti-virus programs to minimize damages.
- k. CUSTOMER acknowledges that any recommendation by THECODEWORKS employees for services or products auxiliary to THECODEWORKS' services are the recommendations of that employee and not of THECODEWORKS. THECODEWORKS does not warrant the integrity or quality of the service or product provided by such third parties.
- l. THECODEWORKS reserves the right to place THECODEWORKS logo's, trademarks, copyrights, service marks, advertising, third-party advertising on ANY, and ALL, THECODEWORKS, THECODEWORKS licensed or third-party licensed THECODEWORKS services, web sites and software including, but not limited to, <http://www.thecodeworks.com> web site and affiliated web sites.

II. Abuse of Services.

- a. Any use of THECODEWORKS system resources that disrupts the normal use of the system for other THECODEWORKS customers is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include, but are not limited to, spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time, spamming or mass emailing using internal or external mail and/or news servers. Without limiting the scope of the above, THECODEWORKS forbids the storage of illegal/pirated software (warez), the use of any type of IRC bot and/or proxy (including, but not limited to, bnc and eggdrop), the storage and use of any type of software intended for hacking/cracking purposes and the storage or sale of bulk e-mail lists intended for spamming or resale purposes.
- b. Depending on the nature and the severity of the abuse, the user may receive an E-mail warning or have his/her account suspended by THECODEWORKS Technical Support. If the misuse is unintentional, the suspension may be rescinded following discussion with THECODEWORKS Technical Support. If the misuse is intentional, the suspension may be rescinded at the discretion of THECODEWORKS, and may require the payment of a service re connection charge. Occasionally, unintentional misuse is misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to the THECODEWORKS. However, spamming activities will result in immediate termination of services to CUSTOMER.
- c. Unethical and criminal offenses are violations of THECODEWORKS conditions of use. You are expected to report to THECODEWORKS any information you may have concerning instances in which the conditions of use have been or are being violated. When THECODEWORKS becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorized activity, THECODEWORKS may suspend access to services to the individual account in question. Confirmation of violations may result in cancellation of the individual account and/or criminal prosecution.

III. Abusive Conduct.

- a. Any abuse towards any THECODEWORKS employee will not be tolerated. You are expected to request and respond to any issues in a professional manner. When corresponding with THECODEWORKS refrain from using caps, exclamation points, and other forms of written yelling. Any cursing, yelling, or further intentional disruptive behavior aimed at THECODEWORKS or it's employees shall be considered a violation of this Terms Of Use.
- b. Any threat, whether verbally, orally, written, or delivered by second parties directed towards THECODEWORKS or any of it's employees, partners, equipment, and concerns shall be construed as a violation of this Terms of Use.
- c. Any conduct viewed as violating this section shall be considered a violation of this Terms of Use. THECODEWORKS will be the sole arbitrator in regards to what is deemed a violation.

IV. Web-Hosting Terms of Contract Policy

"You" and "Your" refers to the Client. "We and "Us" refers to TheCodeWorks.

- a. TheCodeWorks is operated by "Double-Time" Jazz, Inc. This service contract (hereinafter the "contract") is between TheCodeWorks web hosting and the applicant, you: (hereinafter client) who wishes internet web hosting and/or co-location services with TheCodeWorks. The TheCodeWorks web hosting account and related electronic services can only be used for legal purposes under all federal, provincial, state and local laws.

V. Relationship between TheCodeWorks and Client

- a. TheCodeWorks will use its best efforts to maintain a full time 24/7 internet presence for client.
- b. Client's rights and privileges can not be sold or transferred without the written consent and approval from TheCodeWorks sixty (60) days in advance.
- c. This contract represents the complete understanding between client and TheCodeWorks. If client sells advertising to a third party the client will be held responsible for the content of that advertising and the actions of that third party.
- d. Client agrees not to harm TheCodeWorks, it's reputation, computer systems, programming and/or other clients using TheCodeWorks's services.

VI. Registration of Domain Name

- a. As a client of TheCodeWorks web-hosting services, you agree to pay for all applicable fees involved in domain name set up as per "internic" requirements. We will try our best to provide you with the domain name of your choice (i.e.. JoesCompany.com); however, circumstances may arise where the name is unavailable due to availability (i.e. Someone else got it first). If such a case should arise, you will be contacted to choose another name. We use StarGateInc.com to register all of our domain names. they provide a simple and easy to use interface so that we can quickly point a new domain name directly to our servers. One year fee for purchasing the domain name through our registrar is \$20.00. Two year fee is \$40.00.
- b. You agree to have TheCodeWorks set up and administer the domain name that you have chosen. Upon the decision to change web-hosting services from TheCodeWorks to another provider, your domain name will be transferred once we have been contacted by your new provider. We require that the domain name be moved off of our registrars account to your own or new providers registrars account. A written request must be made ninety (90) days in advance of any such move to another provider. Client's account status must not have any outstanding invoice(s). Until such time as all outstanding invoices are current, TheCodeWorks will not transfer the domain name.

VII. Server Down-Time (loss of connection)

- a. You will be notified about scheduled down times for the servers (upgrades, etc.) via e-mail. We will make an effort to upgrade during non-high traffic times (between midnight and 7 a.m.). We will do our best to make everything run smoothly while administering your web site. However, we are not liable for down time caused by our providers and uncontrollable acts of god (fire, storms, internet congestion, dos attacks, etc.)

VIII. Password Protection

- a. Client is responsible for protecting client's password and for any authorized or unauthorized use made of client's password. Client will not use or permit anyone to use TheCodeWorks's service to guess passwords or to access other systems or networks without authorization. TheCodeWorks will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

IX. Unsolicited Commercial Email

- a. The TheCodeWorks network(s) may not be used to transact unsolicited commercial e-mail (UCE). This is commonly referred to as spam. Clients of TheCodeWorks may not use, or permit others to use, the TheCodeWorks networks(s) to send UCE. TheCodeWorks will not host, or permit hosting of sites or information that is advertised by UCE from other networks. TheCodeWorks will not permit clients to spam newsgroups, or spam from other networks or that may or may not point to a site on TheCodeWorks's Network. Clients that transact UCE are in breach of this contract. Every reasonable attempt will be made to contact the client and allow them to resolve the problem or complaint before taking action. TheCodeWorks reserves the right to place a temporary block in the event the client is unreachable, or is unable to stop the UCE. Client will constitute this

contract as

"fair warning" as to TheCodeWorks's strict "No Spam" policy. TheCodeWorks reserves the right to terminate services without any refunds of the unused portion prepaid by client when client is in violation of "No Spam" policy. Notice given by electronic mail shall be deemed received on (1) business day after it is posted to the recipient's e-mail address. TheCodeWorks will also fine the

individual \$500.00 per spam incident. In other words please do not Spam anyone using our services.

X. Payments

- a. On commencement of services, you agree to pay web-hosting fees up front for the first six months of signing on. If you sign on in January, you will have to pay for January through June. For convenience, our billing period is from the 1st of the month to the last day of the month.
- b. Payments are to be received in our offices by the 15th of every month. Please pay by check made out to TheCodeWorks. You may also sign up for monthly automatic payment via Visa or Mastercard at no extra charge. Alternately, you may prepay for 6 months or a year. This prepayment covers hosting fees and additional charges may be incurred on a month to month basis depending on the size and traffic of your site. There will be a service charge of \$25 for each NSF check. No exceptions. Please ensure sufficient funds are available when making payments.

XI. Warranty and Assumption of Risk

- a. Client uses TheCodeWorks services at client's own risk. TheCodeWorks makes no warranty expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. TheCodeWorks shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. TheCodeWorks has no control whatsoever and shall not be responsible to client for the content of any website or for the content of any third-party material passing through or associated with client's website, some of which may be illegal, inaccurate, adult in nature, harmful, or offensive.
- e. TheCodeWorks reserves the right to update this agreement as needed. TheCodeWorks will notify clients of updates to the agreement by email. Client agrees to be bound by the updated terms of service until TheCodeWorks receives notice from client of termination of services.

XII. Back Ups

- a. TheCodeWorks back up files are for our internal use only (i.e.. Loss of a hard drive). Our back up files are not available to replace files that you may have accidentally deleted during your administration of your site. We strongly recommend that you keep your own regular backup in the event that this may occur. A backup replacement fee (\$30) when requested of TheCodeWorks will be charged.

XIII. Term of Contract, Termination and Renewal

- a. All contracts are on a one (1) year basis. Client shall pay TheCodeWorks a \$20 monthly recurring fee per website (hereinafter "recurring fees"), plus excessive bandwidth charges. Prepayment of monthly recurring fees is due by the time stated on TheCodeWorks's invoice. Amounts past due may result in the termination of client's account. Taxes, special services and third party charges will be stated separately on the invoice. Client shall pay all taxes, fees, and governmental charges. TheCodeWorks may change prices upon prior written notice either by e-mail or postal correspondence.
- b. TheCodeWorks has the right to refuse service if client content or information provided is deemed illegal, unethical, misleading, contains child pornography, bestiality, promotion of illicit drugs, hate groups or literature by client and/or client's third-party. Clients who provide the above-mentioned illegal content are in breach of the contract. TheCodeWorks may terminate service without notice and without any refunds of client's unused prepaid portion of funds.
- c. All cancellations by client of service must be in writing to TheCodeWorks ninety (90) days in advance of said cancellation.
- d. If client breaches any part of this contract and TheCodeWorks has to engage the services of an attorney, the client will pay any and all of TheCodeWorks's reasonable attorney fees and court costs.

XIV. Limitation of Liability

- a. In no event shall TheCodeWorks or any of its officers, contractors, or employees be liable for any loss of profit or revenue by client or for any consequential, incidental, special or exemplary damages incurred or suffered by client, nor for any loss of power or heating, ventilation, and air conditioning interruption, even if TheCodeWorks has been advised of the possibility of such loss or damage. Client shall indemnify and hold harmless TheCodeWorks from and against any and all claims, costs, expenses or liability arising out of client's (inclusive client's officers, contractors, employee agents and invitees) collective or individual use, occupancy or operation of client's web site content and/or information.

XV. Terms of Internet Transit And Usage

- a. The client shall be allotted a bandwidth usage of (7) gigabytes per month. This limit can be used any way the client deems necessary as per their own personal usage of their website or usage by their respective customers. If more than the allotted amount is used in a period of a month TheCodeWorks will assess the client's bandwidth usage and history and decide an appropriate additional charge to make to the client's account at the sole discretion of TheCodeWorks. Excessive and recurring monthly bandwidth usage may result in suspension or termination of services upon which TheCodeWorks will determine whether or not to continue services for that client. Client's will receive a written notice of excessive and recurring bandwidth usage (30) days prior to suspension or termination.
- b. The client shall be allotted storage on the server hosting their site to the amount of (250) megabytes. The client is solely responsible for content they upload onto their website which may result in that client reaching the maximum allotment of storage space. If at any time the client is found to have more than (250) megabytes of storage space in use they will be assessed for additional charges at the sole discretion of TheCodeWorks. The client will have a period of (30) days to reduce the amount of storage space they use on the server to be less than or equal to (250) megabytes. After the (30) day grace period client's will receive a written notice of excessive storage space usage (10) days prior to suspension or termination.

No refunds shall be given when the contents of this section necessitates removal of the account.