

General Terms of Service

(Rev 1, Effective September 1, 2007)

I. 100% Money-Back Guarantees

A. 30-Day Money Back Guarantee

Myers Network proudly offers its clients a "30-Day Money Back Guarantee." This guarantee allows clients to purchase Myers Network's services with full confidence and zero-risk. Consequently, clients may request a full refund within 30 days of initial sign-up and be refunded all fees paid to-date, including setup fees, less any additional over-usage and free domain registration costs (see section I.C below). Terminated accounts are not eligible for this guarantee if the termination occurred due to a violation of this General Terms of Service.

This guarantee can be requested at anytime within the 30 days of the commencement of service if the client is not satisfied with Myers Network's services. If the 30-day service of the subscription has been exceeded, the client is not eligible for this guarantee. A request for this guarantee must be submitted via Myers Network's "Contact Us" form located at this URL:

http://www.myersnetwork.com/contact_us.php.

If requesting a refund, we ask that clients briefly explains the reasons for doing so, as well as any suggestions on how Myers Network could improve service.

B. Any-Time Money Back Guarantee

Myers Network proudly offers its clients an "Any-Time Money Back Guarantee." This guarantee allows clients to use Myers Network's services with full confidence and zero-risk. Consequently, clients may request a full refund of the current month's fees (not the current billing cycle) and to-date pre-paid fees for future months, less any additional over-usage, setup fees and free domain registration costs (see section I.C below). Terminated accounts are not eligible for this guarantee if the termination occurred due to a violation of this General Terms of Service.

This "Any-Time Money Back Guarantee" can be requested at anytime that you are not satisfied with Myers Network services. A request for this guarantee must be submitted via Myers Network's "Contact Us" form located at this URL: http://www.myersnetwork.com/contact_us.php.

If requesting a refund, we ask that clients briefly explains the reasons for doing so, as well as any suggestions on how Myers Network could improve service.

C. Refunds for Domain Registrations

Myers Network utilizes an industry standard third party Registrar for domain name registration services. Once an order is placed for a new domain name through Myers Network, we register the domain for the customer through the Registrar. Domains registered in this manner are not eligible for a refund and the cost for such domains will be subtracted from any service refund from Myers Network.

New domains may be cancelled and receive a full refund only within the first 24 hours after placing an order. This grace period only applies to new domain name registrations and is not applicable for domain renewals.

If you cancel your Myers Network service, you will retain ownership of your domain name for as long as you continue to renew the domain. You may renew the domain through Myers Network or through the Registrar.

II. 99.9% Uptime Guarantee

Myers Network guarantees that your website will be up and running at least 99.9% of the time during any 12-month period. This guarantee includes network uptime, server uptime, web server and service uptime. It does not cover any areas where Myers Network has no direct influence, such as backbone provider failures, fiber-optic main line cuts, DNS or Registrar issues with clients domain name, routing issues between clients location and Myers Network data center. The uptime guarantee is also not applicable if the service interruption was caused by external issues such as Acts of God, Wars or any other natural or unnatural events that Myers Network cannot directly or indirectly have control over.

To request a service credit due to an uptime concern, please submit a request for this guarantee via Myers Network's "Contact Us" form located at this URL: http://www.myersnetwork.com/contact_us.php.

If requesting a "service credit" we ask that clients briefly explain the reasons for doing so.

III. Prohibition of Adult Content

Clients of Myers Network's services are prohibited from storing or posting adult content, or links to adult content, through the subscribed service. All material of pornographic nature is considered adult content. Online image galleries whose primary purpose is the public display of fine art or artistic mediums are not considered to be adult content.

IV. "Fair-Use" Resource Assignment

Myers Network offers high-limit or unlimited amounts of disk space and/or other resources, such as bandwidth transfer, email or FTP accounts. The intention of Myers Network is to provide ample resources for customer convenience, so that customers needn't to worry about exceeding limits.

It is acknowledged by users of Myers Network services that these resource allotments are optimized and dedicated towards serving web documents and self-need email / FTP services and is not to be used as offsite storage area for electronic files, or as a provisioning service for third party email or FTP hosts. All downloadable files or files stored on the server must be available for download via a HTML document stored on the Internet in a publicly or privately accessible area, and must be directly related to the general nature of the website index. Illegal content such as pirated software, music or other media are strictly prohibited and are not allowed on Myers Network servers.

It is also acknowledged by users of Myers Network services that these resources are limited by physical restraints of technology as well as by reasonable limits of a shared resource environment. Users must realize that server technology limits the amount of available resources for use, including but not limited to disk drive space, CPU processing power, memory and access speed. Myers Network takes measures to utilize the latest and most economically feasible mass server market technology available to provide services. It is furthermore acknowledged by users of Myers Network services that all provided services are of a shared-server nature, and other users are sharing the provided space. Customer accounts are placed on a server with up to hundreds of other users. Myers Network, along with many other hosting providers use this business model in order to offer web hosting services en masse at inexpensive and affordable rates.

It is acknowledged that any single account is entitled to utilize the server resources, within reason, up to what is allotted or by what is physically available. If resources become scarce, Myers Network reserves the right to limit users of the affected machine to a lower limit to preserve the effectiveness of the service for all users. If a particular user is in extreme excess of what the average users of the machine have in use (actually used) of their resource allotments, that customer may be asked to remove content, cut resource usage, or relocate to a dedicated service provider. This policy only applies to web sites that are considered to be abusive in service, disk space or resource consumption and where it is evident that the "fair-use" of resources among customers has been breached, particularly in regards to disk space, bandwidth or CPU processing power utilization. Additionally, web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the sole discretion of Myers Network.

If a "Fair-Use" breach occurs, which's determination is solely up to Myers Network, clients may have to remove files from or reduce access to clients account to an extent as determined by Myers Network, in order to restore full serviceability to other clients affected by the breach. In any case, the clients will be notified of any actions that Myers Network may have to take.

V. SPAM and Unsolicited Commercial Email (UCE)

Myers Network takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM through our network and services. Customers of Myers Network may not use, or permit others to use, our network to partake in UCE distribution. Customers of Myers Network may not host or permit hosting of sites or information that is advertised by UCE from other networks.

Upon notification of an alleged violation of our SPAM policy, Myers Network will initiate an immediate investigation. During the investigation, Myers Network may restrict customer access to the network to prevent further violations. The client will thereafter be advised of the situation. If a client is found to be in violation of this General Terms of Service, Myers Network may, at its sole discretion, unilaterally restrict, suspend or terminate the violating customer's account. Further, Myers Network reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Myers Network will notify law enforcement officials if the violation is believed to be a criminal offense.

VI. Prohibited Scripts and Applications

Myers Network strictly prohibits the use of certain scripts such as IRC, Proxy, SSH, Telnet, or any other script which may overwhelm server resources due to the inherent nature of the script itself or by defect in the coding of the script. If a user script is found to be in violation of this clause, or is found to be overwhelming system resources, the user may be requested to remove the script, or in cases of system resource abuse, it may be removed without prior warning and/or the user account may be suspended for further review.

VII. Payment

Establishment of this service is dependent upon receipt of payment of stated charges by Myers Network. Subsequent payments are due on the anniversary date of the month for that month's service or whichever is the selected billing cycle.

VIII. Failure to Pay

Myers Network may temporarily deny or terminate service upon the failure of the client to pay the charges when due. Such termination or denial will not relieve the clients of responsibility for the payment of all accrued charges and any collection fees.

IX. Account Cancellation

A client may cancel his account at any time by emailing us at billing@myersnetwork.com or you may contact us at 1-866-649-0038 or via written mail by sending a letter to Myers Network, P.O. Box 2894 Summerville, SC 29484, to Account Cancellation. If requesting a cancellation, we ask that clients briefly explain the reasons for doing so, as well as any suggestions on how Myers Network could improve service. The cancellation will take effect immediately and the client's account will remain active until the end of the subscription. Account resumption is possible by emailing us at billing@myersnetwork.com or you may contact us at 1-866-649-0038 or via written mail by sending a letter to Myers Network, P.O. Box 2894 Summerville, SC 29484, to Account Reactivation, in case you should re-decide.

X. Clients Acknowledgement

Clients acknowledge that the service provided is of such a nature that the service can be interrupted for many reasons other than the negligence of Myers Network and that damages resulting from any interruption of service are impossible to ascertain. Therefore, the client agrees that Myers Network shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Myers Network. The client further acknowledges that the Myers Network's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the client for services during the period damages occurred. In no event shall Myers Network be liable for any special or consequential damages, loss or injury.

XI. Change of Name servers

In cases of new hosting accounts or additions / modifications to hosted domain names or any other cases which involve the change of name servers of a domain from other DNS servers to Myers Network's DNS servers, there may occasionally be a delay of several days, weeks or longer depending on the accessibility of control options at the respective registrar of the domain name registration. It is possible that if the registrar (or the entity having control over the domain registration) is not cooperative, the domain name servers can not be changed at all. Due to the unpredictable nature of the name server change process, no guarantees are made regarding the amount of time a specific change may take. On customer request, name server change of domain names is done by Myers Network on behalf of the account holder. In such cases, a successful change of name servers cannot be guaranteed in any way or fashion as it solely depends on the accessibility or cooperation by the domain name registration's registrar.

XII. Support Boundaries

Use of Myers Network services requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the level of hosting plan in use and anticipated use and desired content of clients website.

The client may be responsible for programming and for uploading the website to our servers. Unless it is so outline in the hosting plan agreement for which the client signed up for. Myers Network will provide website development, consulting, programming or debugging services within our technicians capabilities, with respect to the clients hosting plan. However scripts and coding that is not normal or it outside the standard coding which Myers Network administrator use will not have this same treatment.

The client agrees that he or she has the necessary knowledge to create and maintain their website and agrees that it is not the responsibility of Myers Network to provide this knowledge or service unless specified in the in the hosting plan agreement.

Myers Network provides technical support for services only to its clients. We limit our technical support to our area of expertise. The following is our guideline when providing support:

Myers Network provides support related to your service plan's features' physical functioning. Myers Network does not provide technical support for the clients customers.

The only way to request technical support is to utilize the technical support helpdesk options located within the Myers Network Support Area or by calling our Toll-Free Phone Support.

If you are able to get online and have other questions, the answers may be on our frequently asked questions area at <http://www.myersnetwork.com/support/faq.php>

We encourage you to check there first. Please investigate these resources before contacting tech support.

XIII. Network

A. IP Address Ownership

If Myers Network assigns a client an IP address for use with the subscription, the right to use that IP address shall belong only to Myers Network and the client shall have no right to use that IP address except as permitted by Myers Network. Myers Network shall maintain and control ownership of all IP numbers and addresses that may be assigned to clients by Myers Network. Myers Network reserves the right to change or remove all such IP numbers and addresses in its sole and absolute discretion, at any time.

B. Data Transfer and Disk Usage

The client agrees that bandwidth and disk usage shall not exceed the maximum number of megabytes per month for the service plan subscribed by the customer ("Agreed Usage"). Myers Network will monitor the client bandwidth and disk usage. Myers Network shall have the right to take corrective action if the client 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 Myers Network's sole and absolute discretion, at any time deemed necessary by Myers Network. If Myers Network takes any corrective action under this section, the client shall be entitled to a pro-rated refund of any fees paid in advance prior to such action. In any cause, the client will be warned of approaching or exceeded resource limits via email by Myers Network's automated notification system.

C. System and Network Security

Clients or any network users are prohibited from violating or attempting to violate the security of Myers Network's network or any and all components there in. Violations of system or network security may result in civil or criminal liability. Myers Network will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting clients who are involved in such violations. These violations include, but are not limited to:

1. Accessing data not intended for such clients or logging into a server or account, which such the client 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 clients, 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 the client is not entitled.

XIV. Notification of Violation

Clients or any network users are prohibited from violating or attempting to violate the security of Myers Network's network or any and all components there in. Violations of system or network security may result in civil or criminal liability. Myers Network will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting the client who are involved in such violations. These violations include, but are not limited to:

1. First violation: Any Client, which Myers Network determines to have violated any element of this General Terms of Service shall receive an email warning them of the violation. The client service is subject to a temporary suspension at Myers Network's discretion pending a clients agreement in writing to refrain from any further violations.
2. Second violation: Clients, whom Myers Network determines to have committed a second violation of any element of this General Terms of Service shall be subject to immediate suspension or termination of service without further notice.

NOTE: Myers Network reserves 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 contacting the client. Myers Network will contact the client as soon as it is feasible.

XV. Suspension of Service or Cancellation

Myers Network reserves the right to suspend network access to any clients if in the judgment of Myers Network, the clients account is the source or target of a violation of any of the terms of the General Terms of Service, or for any other reason which Myers Network deems necessary.

If inappropriate activity is detected, all accounts of the clients in question will be deactivated until our investigation is complete. Prior notification to the clients is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The client may not be credited for the time the client machines were suspended if the the client is found to be at fault.

XVI. Miscellaneous Provisions

Clients must provide Myers Network real and current contact information at all times. E-mail address, telephone and fax contacts are used, and in that order of preference.

1. Myers Network takes no responsibility for any material placed on its network by others. Myers Network is not responsible for the content of any other websites linked to. Links to other sites are provided as Internet navigation tools only. Myers Network disclaims any responsibility for any inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
2. Myers Network's clients are not permitted to run IRC servers
3. Furthermore, Myers Network reserves the right to, but is not obligated to, review the content posted via the service and to refuse or remove any such materials in its sole discretion, without notice at any time.

XVII. Disclosure to Law Enforcement

The General Terms of Service specifically prohibits the use of our service for illegal activities. Therefore, clients agrees that Myers Network may disclose any and all clients information including assigned IP numbers, account history, account use, etc. to any law enforcement agency that requests such information, provided they posses the proper court-approved warrant, without consent or notification to the clients.

XVIII. Indemnification

Each party (the "Indemnifying Party") hereby indemnifies the other party (the "Indemnified Party"), its officers, directors, employees and agents, and agrees to defend and hold them harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys fees) arising from any claim, demand, action or proceeding based upon the alleged breach or untruthfulness of any of the Indemnifying Party's representations or warranties, or incurred in the settlement or avoidance of any such claim, provided, however, that the Indemnified Party shall give prompt notice to the Indemnifying Party of the assertion of any such claims and provided further that Indemnifying Party shall have the right to select counsel and control the defense thereof, subject to right of the Indemnified Party to participate therein.

XIX. Severability

If any provision of this General Terms of Service shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this General Terms of Service is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XX. Applicable Law

This General Terms of Service is subject to the governing laws of the State of Kentucky and South Carolina. Courts of competent jurisdiction in Hopkinsville, Kentucky or Summerville South Carolina shall hear and decide any disputes.

XXI. Data Integrity

The client is responsible for keeping a complete and current copy of their website files as a backup on a remote system (not solely on Myers Network servers). Unless outline in the Hosting Plan General Terms of Service.

Myers Network is NOT RESPONSIBLE for any lost files, information or data.

Myers Network makes regular internal backups of internal system configurations and databases. These backups are intended for keeping backups of clients websites. However they are not guaranteed.

Although Myers Network backups may include clients sites and information for disaster recovery purposes, these backups are not to be relied on by the clients. Unless outline in the Hosting Plan General Terms of Service. Myers Network does not guarantee to possess the most current copy of a clients website in its own backups. Unless outline in the Hosting Plan General Terms of Service.