



Coloblox Data Centers, Inc. company, ("Company", "Coloblox Data Centers, Inc.") agrees to furnish services to the Client or Subscriber ("Client", "Subscriber"), subject to the following TOS (Terms of Service).

Use of Coloblox Data Centers, Inc. Service constitutes acceptance and agreement to Coloblox Data Centers, Inc.'s AUP as well as Coloblox Data Centers, Inc.'s TOS (Terms of Service). Coloblox Data Centers, Inc. reserves the right to terminate any account or service, without notice, at any time.

All provisions of this contract are subject to the TOS (Terms of Service) of and AUP (Acceptable Use Policy), of Coloblox Data Centers, Inc.. 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 nonpayment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Georgia, county of Cobb, applicable to contracts enforceable in that state. Venue will be Cobb County, Georgia.

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 Coloblox Data Centers, Inc. 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. 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. 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. The above applies to all accounts and services provided by Coloblox Data Centers, Inc.

4. Payments and Fees:

Credit cards that are declined for any reason are subject to a \$10.00 declination fee. Service may be interrupted on accounts that reach 7 days past due without notice. Service interrupted for nonpayment is subject to a \$50.00 reconnect charge. Accounts not paid by due date are subject to a \$20.00 late fee. Accounts that are not collectable by Coloblox Data Centers, Inc. may be turned over to an outside collection agency for collection. If the account is turned over for collection, Subscriber agrees to pay the company a "Processing and Collection" Fee of not less than \$50.00 nor more than \$150.00. Subscriber expressly agrees that any or all colocated equipment or servers will not be released, and will remain in the possession of the Company, until all outstanding balances are paid in full. If Subscriber desire to cancel the account, please follow the proper procedure to do this as outlined in this TOS.

5. Refund and Disputes:

All payments to Coloblox Data Centers, Inc. are nonrefundable. This includes any one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If Subscriber disputes a charge to his/her credit card issuer that, in Coloblox Data Centers, Inc.'s sole discretion is a valid charge under the provisions of the TOS and/or AUP, Subscriber agrees to pay Coloblox Data Centers, Inc. an "Administrative Fee" of not less than \$50 and not more than \$150.

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. Subscriber expressly agrees that any or all colocated equipment or servers will not be released, and will remain in the possession of the Company, until all outstanding balances are paid in full. If unpaid charges remain past account closeout date Coloblox Data Centers, Inc. reserves the right to dispose of, or convert, Subscribers colocated equipment and to destroy any data on such equipment deemed abandoned.

7. Account Cancellation:

All requests for canceling accounts must be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to Coloblox Data Centers, Inc. Attn: Cancellations, 1100 Circle 75 Parkway, Suite 1600, Atlanta, GA 30339 or Subscriber may email getblob@coloblox.com. Subscriber must have all account information and be validated as account owner to cancel services. Subscriber expressly agrees that any or all colocated equipment or servers will not be released, and will remain in the possession of the Company, until all outstanding balances are paid in full.



8. OVERALL LIMITATION OF DAMAGES AND REMEDIES:

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 may have occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

The parties recognize that money damages may not be an adequate remedy for any breach or threatened breach of any obligation hereunder, by Subscriber. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, Coloblox Data Centers, Inc. shall be entitled to an injunction or other equitable relief against any such continued breach by Subscriber of such obligations. In any action proceeding brought by Coloblox Data Centers, Inc. on account of such breach by Subscriber, Subscriber agrees not to require that Coloblox Data Centers, Inc. post a bond or prove that money damages are not an adequate remedy.

SUBSCRIBER AGREES THAT COLOBLOX DATA CENTERS, INC. WILL NOT BE LIABLE TO CUSTOMER FOR LOST PROFITS, LOST OPPORTUNITIES OR LOST DATA, OR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF ANY DAMAGES PAYABLE TO SUBSCRIBER FROM COLOBLOX DATA CENTERS, INC. FOR ALL CLAIMS ARISING FROM THE BREACH OF THIS AGREEMENT) EXCEED THE AMOUNTS PAID BY CUSTOMER TO COLOBLOX DATA CENTERS, INC. UNDER THIS AGREEMENT.

9. Transfer of Domains:

New accounts which involve the transfer of a domain from another provider to Coloblox Data Centers, Inc. may 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 thirty (30) 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 Coloblox Data Centers, Inc. on behalf of the account holder a handling fee will be incurred. If the Subscriber cancels service during the transfer period for any reason, all charges are considered earned.

10. Support Boundaries:

Coloblox Data Centers, Inc. provides 24 x 7 technical support to our Subscribers. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Coloblox Data Centers, Inc. provides support related to Subscribers server or virtual site physical functioning. Coloblox Data Centers, Inc. does not offer tech support for application specific issues such as management scripts, programming, or any other such issue. It is the Subscriber's responsibility to have a good working knowledge of aspects of their equipment's operation. Please do not expect Coloblox Data Centers, Inc.'s support staff to teach Subscriber how to use aspects of the tools at Subscribers disposal. Coloblox Data Centers, Inc. does not provide technical support for Subscribers customers.

11. SPAM and Unsolicited Commercial Email (UCE):

Coloblox Data Centers, Inc. 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 Coloblox Data Centers, Inc. may not use or permit others to use our network to transact in UCE. Customers of Coloblox Data Centers, Inc. 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.

Violation of Coloblox Data Centers, Inc.'s SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Coloblox Data Centers, Inc. will initiate an immediate investigation (within 48 hours of notification). During the investigation, Coloblox Data Centers, Inc. may restrict Subscriber access to the network to prevent further violations. If a Subscriber is found to be in violation of our SPAM policy, Coloblox Data Centers, Inc. may, at its sole discretion, restrict, suspend or terminate Subscribers account. Further, Coloblox Data Centers, Inc. reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Coloblox Data Centers, Inc. will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$100.00 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$250.00 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 \$150.00 per hour that Coloblox Data Centers, Inc. personnel must spend to investigate the matter. PLEASE, DO NOT SPAM or ALLOW SPAM from your account. As our Subscriber you are ultimately responsible for the actions of your clients over the Coloblox Data Centers, Inc. network, it is advisable that Subscriber develop a similar, or stricter, policy for their clients.



12. Network:

IP Address Ownership: If Coloblox Data Centers, Inc. assigns Subscriber an Internet Protocol address for Subscriber's use, the right to use that Internet Protocol address shall belong only to Coloblox Data Centers, Inc., and Subscriber shall have no right to use that Internet Protocol address except as permitted by Coloblox Data Centers, Inc. in its sole discretion in connection with the Services, during the term of this Agreement. Coloblox Data Centers, Inc. shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Subscriber by Coloblox Data Centers, Inc., and Coloblox Data Centers, Inc. reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

Bandwidth Usage: Subscriber agrees that bandwidth usage shall not exceed the number of gigabits or megabits per month for the Services ordered by Subscriber on the Order Form (the "Agreed Usage"). Coloblox Data Centers, Inc. will monitor Subscriber's bandwidth usage. Coloblox Data Centers, Inc. shall have the right to take corrective action if Subscriber's bandwidth 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 Coloblox Data Centers, Inc.'s sole and absolute discretion. If Coloblox Data Centers, Inc. takes any corrective action under this section, Subscriber shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a Subscriber exceeds the included allocation, Coloblox Data Centers, Inc. may, at its sole discretion, collect a deposit, in an amount determined by Coloblox Data Centers, Inc., against Subscriber's credit card on file with Coloblox Data Centers, Inc.. This includes, but is not limited to, excessive use of resources, such as bandwidth, that may be caused by "Hackers" or other unauthorized users.

Resource Abuse or Over-Allocation: Any site whose traffic, programs and/or processes are using excessive amounts of system resources will be in violation of Coloblox Data Centers, Inc. Acceptable Use Policy. Excessive amounts is defined as any amount that results in substantial degradation of shared server performance. Coloblox Data Centers, Inc. is the sole determinant of what constitutes degraded performance. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of the Coloblox Data Centers, Inc. Network. Violations of system or network security may result in civil or criminal liability. Coloblox Data Centers, Inc. 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:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.

13. Notification of Violation:

Coloblox Data Centers, Inc. is under no duty to review each Subscriber'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.

First violation: Any User, which Coloblox Data Centers, Inc. 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 Coloblox Data Centers, Inc.'s discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that Coloblox Data Centers, Inc. 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 or refund of fees paid.

Coloblox Data Centers, Inc. reserves the right, to blackhole/null route 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 any parties on the network or Internet. In particular, if open relays are on Subscriber's server or network or a user's server or network, or if denial of service attacks are originating from Subscriber's server or network. In certain rare cases, we may have to do this before attempting to contact the Subscriber.



14. Suspension of Service or Cancellation:

Coloblox Data Centers, Inc. reserves the right to terminate any account or service, without notice, at any time. Coloblox Data Centers, Inc. reserves the right to suspend network access to any Subscriber if in the judgment of the Coloblox Data Centers, Inc. network administrators the Subscriber'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 Coloblox Data Centers, Inc. chooses. If inappropriate activity is detected, all accounts of the Subscriber in question will be reactivated until an investigation is complete. Prior notification to the Subscriber is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Subscriber will not be credited for the time the Subscriber's machines were suspended.

15. Amending Policy:

Coloblox Data Centers, Inc. reserves the right to amend its policies at any time. All Subscribers of Coloblox Data Centers, Inc. 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.

16. Indemnification:

Coloblox Data Centers, Inc. wishes to emphasize that in agreeing to the Coloblox Data Centers, Inc. Acceptable Use Policy (AUP) and Terms of Service (TOS), Subscriber indemnifies Coloblox Data Centers, Inc. for any violation of the Acceptable Use Policy (AUP) and Terms of Service (TOS) that results in loss to Coloblox Data Centers, Inc. or the bringing of any claim against Coloblox Data Centers, Inc. by any third-party. This means that if Coloblox Data Centers, Inc. is sued because of a Subscriber's or a customer of a Subscriber's activity, the Subscriber will pay any damages awarded against Coloblox Data Centers, Inc., plus all costs, including collections fees and attorney's fees.

17. Miscellaneous Provisions:

Subscriber must provide Company with, and keep current, good contact information for you. E-mail, telephone, fax, and address are used, in that order of preference.

International Subscribers may be required to provide additional information, such as, a photocopy of a Passport or Drivers License and a photocopy of any credit card that is used for billing.

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.

Coloblox Data Centers, Inc. is not responsible for any damages your business may suffer. Coloblox Data Centers, Inc. does not make implied or written warranties for any of our services. Coloblox Data Centers, Inc. 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 Coloblox Data Centers, Inc. It is Subscriber's responsibility to backup, maintain, and store all data, programs, content and information for your service account. Coloblox Data Centers, Inc. denies any warranty or merchantability for this specific purpose.

18. Responsibility for Content:

Subscriber, is solely responsible for the content stored on and served by your Coloblox Data Centers, Inc. account. It is the Subscriber's sole responsibility to maintain off-site and local copies of their web server content or any information on a server. Coloblox Data Centers, Inc. accepts no responsibilities, expressed or implied, for any data or information on a Subscriber's account or server(s) or network.

Subscriber, is solely responsible for the security of any and all content stored on and served from Coloblox Data Centers, Inc. facilities and networks. It is the Subscriber's sole responsibility to maintain proper security of their systems, its content, and any information stored. Coloblox Data Centers, Inc. accepts no responsibilities, expressed or implied, for any form of security on a Subscriber's account or server(s) or network. Subscriber, are solely responsible for security compliance with any applicable law or third party contract that may require a minimum standard of internet or web server security.