

The following EarthLink Web Hosting Supplemental Terms and Conditions (“**Web Hosting T&C’s**”) are in addition to the Agreement For Service Terms and Conditions or Master Service Agreement entered into between EarthLink (“**EarthLink**”) and the Customer identified below relating to Customer’s purchase of voice, data and/or Internet services from EarthLink (“**Agreement**”). The parties agree to amend and/or supplement the Agreement as set forth herein. For purposes of this Web Hosting T&C’s, “EarthLink” means EarthLink, LLC or one or more of its subsidiaries that is/are certified to provide the Service(s) in the applicable state(s). Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. Capitalized terms used herein but not otherwise defined shall have the same meaning assigned to such terms in the Agreement. In the event of any conflict between the terms set forth in this Web Hosting T&C’s, the Agreement, and any other agreement executed between the parties, the terms of this Web Hosting T&C’s shall prevail.

1. **Responsibility for Use.** Customer is responsible and shall be liable for all use of the Web Hosting Services, including without limitation all activities of any users authorized by Customer or using Customer’s passwords. Customer is also responsible for maintaining the confidentiality of all passwords related to the Web Hosting Services. Customer shall immediately notify EarthLink of any unauthorized use of the Web Hosting Services or Customer’s passwords or of any other breach of security and to provide assistance to EarthLink to stop, prevent or remedy any breach of security.
2. **Material and Product Requirements.** Customer must ensure that all material and data placed on EarthLink equipment is in a condition that is "server-ready," requiring no additional manipulation by EarthLink. EarthLink will not validate any of this information for content, correctness or usability. In the event that Customer’s material is not "server-ready", EarthLink may, at any time, reject this material. EarthLink will notify Customer of its refusal of the material and afford Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of EarthLink. Customer must have the necessary knowledge to create and maintain its web site.
3. **Bandwidth, Storage, and E-Mail Use.** Customer agrees that use of the Web Hosting Services hereunder will not exceed the bandwidth, storage and E-mail usage limits agreed upon by the parties in the Agreement. If Customer uses any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if Customer exceeds E-Mail storage and attachment size limitations, EarthLink may, in its sole discretion, (i) assess additional charges according EarthLink’s then current pricing policy, (ii) suspend the performance of the Web Hosting Services, or (iii) terminate this Agreement. Customer will not be entitled to a refund of any unused pre-paid fees. Warning messages will be emailed to Customer as Customer exceeds 80% and 90% of Customer’s package’s respective bandwidth and disk space limits. If payment for extra usage is not received within fourteen (14) days of the date of invoice, the expiration date of the account will be adjusted according to the amount outstanding.
4. **Domain Names.** As part of the Web Hosting Services, Customer will provide EarthLink with a registered domain name(s) or EarthLink will register such domain name(s) selected by Customer, provided that such domain name(s) is available for registration and does not violate any registrar’s policies, or any law or regulation. Customer agrees to promptly reimburse EarthLink for any fees paid by EarthLink to any registrar with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to Customer’s domain name used in connection with the Web Hosting Services, EarthLink, upon Customer’s request, will attempt to register with the registrar an alternative domain name chosen by Customer. Customer agrees to be bound by the terms of the registrar’s then current domain name policy and/or the policies of the national DNS registration authorities. The inability to secure or use a domain name shall not entitle Customer to a refund by EarthLink of any fees paid with respect to the registration of such unusable domain name. There is no charge for indefinite parking of domains on EarthLink servers or to transfer to another service provider. However, in the event a domain that was registered by EarthLink is transferred to another service provider, and requires manual intervention by EarthLink support staff to complete the transfer, there will be an administrative transfer cost charged for each domain plus applicable taxes. Domain Parking does NOT include any hosting services. Customer may not submit Customer’s own DNS entries because EarthLink is NOT a Registrar and hosting services for domain names residing on the EarthLink system must be provided by EarthLink. Domain name payments are non-refundable. Once a domain name is registered, the WHOIS database stores the information and is kept there for a period of one year, until the date of renewal. Payment with respect to domain names will NOT be refunded or credited to Customer’s credit card. Customer is responsible for spelling a domain name correctly while registering it online. EarthLink will not provide refunds or credits for misspelled domain names.

5. **Miscellaneous Components.** Customer acknowledges that the Web Hosting Services do not include, without limitation, content design, development, FTP master maintenance, uploading and publishing, CommonGateway interface scripts and other such executables and that all of the foregoing are Customer's responsibility. Customer may not compile or install binary files other than the ones provided by EarthLink. EarthLink does not make C compilers available and the PERL binaries provided will not have networking support (for example, socket ph, ftp.pl, etc.) Customer may use ftp to access Customer's home directory for the purpose of installing and editing Customer's web pages.
6. **EarthLink Property.** Customer hereby acknowledges and agrees that all programs (in object code and source code form), data, services, processes, designs, technologies, materials and all other things comprising the Web Hosting Services are owned by and shall remain the sole property of EarthLink, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. EarthLink shall also maintain and control ownership of all Internet protocol ("IP") numbers and email addresses that may be assigned to Customer by EarthLink. EarthLink reserves, in its sole discretion, the right to change or remove any and all such IP numbers and email addresses at any time.
7. **Customer's Content.** EarthLink does not claim ownership of information, materials, software or other content (collectively, the "Content") that Customer posts, uploads, inputs, provides, submits or otherwise transmits to EarthLink or any third party, using the Web Hosting Services. However, Customer agrees that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to EarthLink or any third party, using the Web Hosting Services, Customer has thereby granted EarthLink a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by EarthLink for the purposes of rendering and operating the Web Hosting Services to Customer under this Agreement or to ensure adherence to or enforce the terms of this Agreement Customer expressly (a) grants to EarthLink a license to cache the Content, and (b) agrees that such caching is not an infringement of any of Customer's rights or any third party's rights.
8. **HIPAA.** The products and services available through EarthLink Web Hosting are not intended for use by covered entities or business associates to create, access, transmit, or maintain protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Customer agrees that it has reviewed the descriptions of the Services and understands the intended use of the Services that Customer is purchasing. Customer also agrees that unless a Service description expressly states that the Service is "HIPAA Compliant," Customer will not use such Service to create, access, transmit or maintain any protected health information. Any violation of this section is Customer's sole responsibility. EarthLink and its affiliates, subsidiaries and licensors will have no liability with respect to Customer's violation of this section.
9. **Investigation of Violations.** EarthLink may investigate any reported violation of this Agreement, its policies and guidelines or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its interests, including without limitation, its systems, servers, facilities, customers and/or third parties. EarthLink will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.
10. **Actions.** EarthLink reserves the right in its sole and absolute discretion to restrict or remove from its servers any content that it deems to be in violation of this Agreement, the AUP, its policies or guidelines, third-party intellectual property rights or any laws. EarthLink may immediately take action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Web Hosting Services, (c) restricting or prohibiting any and all uses of content hosted on EarthLink's systems, and/or (d) disabling or removing: (i) any hypertext links to third-party web sites, (ii) any of Customer's content distributed or made available for distribution via the Web Hosting Services, or (iii) other content not supplied by EarthLink. It is EarthLink's policy to terminate Web Hosting Services to infringers. The above stated rights of action, however, do not obligate EarthLink to monitor or exert editorial control over the information made available for distribution via the Web Hosting Services and Customer acknowledges that EarthLink has no obligation to censor or monitor use of the Web Hosting Services by Customer, or any obligation to censor or monitor any content, material or other information sent, received or accessible through the Web Hosting Services. In the event EarthLink takes action due to such possible violation, EarthLink shall not be obligated to refund to Customer any fees paid in advance of such action.
11. **Disclosure Rights.** To comply with applicable laws and lawful governmental requests, to protect EarthLink systems and customers, or to ensure the integrity and operation of EarthLink's business and systems, EarthLink may access and disclose any information it considers necessary or appropriate, including, without limitation, user

profile information (i.e., name, e-mail address, etc.), IP address and traffic information, usage history, and content residing on EarthLink servers and systems. EarthLink also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between the EarthLink Privacy Policy or AUP and the right to disclose under this section, EarthLink's right to disclose under this section will prevail.

12. **Customer's Warranties and Representations.** Customer warrants, represents, and covenants that (a) Customer is at least eighteen (18) years of age; (b) Customer possesses the legal right and ability to enter into this Agreement; (c) Customer will use the Web Hosting Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) Customer will be financially responsible for use of the Web Hosting Services; (e) Customer has acquired or will acquire all authorization(s) necessary for hypertext links to third-party web sites; (f) Customer has verified or will verify the accuracy of materials distributed or made available for distribution via the Web Hosting Services, including, without limitation, Customer's Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted; and (g) Customer's Content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.
13. **Warranty and Disclaimer.** THE WEB HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EARTHLINK DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALTHOUGH EARTHLINK WILL USE COMMERCIALY REASONABLE MEASURES TO MAINTAIN THE SECURITY OF THE WEB HOSTING SERVICES, EARTHLINK ASSUMES NO RESPONSIBILITY FOR THE EFFECTIVENESS OF THESE SECURITY MEASURES PROVIDED BY EARTHLINK.
14. **Limitation of liability.** EARTHLINK BUSINESS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM CONTENT ON CUSTOMER'S WEBSITE; RELIANCE ON OR USE OF THE EARTHLINK WEB HOSTING SERVICE; MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DATA (INCLUDING PERSONALLY-IDENTIFIABLE INFORMATION), ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, SERVICE INTERRUPTIONS, OR ANY FAILURE OF PERFORMANCE OF THE EARTHLINK WEB HOSTING SERVICE; INABILITY TO ACCESS THE EARTHLINK BUSINESS WEB HOSTING SERVICE; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF THE EARTHLINK WEB HOSTING SERVICE.