

## Free Web Hosting Terms and Conditions

In addition to the Terms and Conditions set forth you are also bound to the following CeraNet, Inc. Agreements which are located at http://www.cera.net:

Acceptable Use Policy (AUP)

Service Use Policy (SUP)

Terms of Service (TOS)

In the event that the Free Web Hosting Terms and Conditions conflict with any of the aforementioned Agreements, the conflicting parts of the Free Web Hosting Terms and Conditions will supersede all other Agreements.

CeraNet reserves the right to modify this Agreement at any time.

## 1) Qualifications

The Free Web Hosting Plan is only available to businesses located in Gahanna, Ohio. The business must be registered with the State of Ohio, in good status, and have a physical presence in the City of Gahanna. Each unique business is permitted to one Free Web Hosting plan for the purpose of hosting their company domain name. CeraNet will review each account and reserves the right to terminate an account at any time if, in its sole discretion, does not meet its qualifications.

#### 2) High Resource Usage

The Free Web Hosting Plan is intended for small businesses. CeraNet expects that resources used by the Free Web Hosting Plan will be typical of small business usage. Resources are defined as disk IO, network, memory and/or processor utilization. If a Free Web Hosting Plan is found to be monopolizing resources or using a large amount of Resources, CeraNet reserves the right to immediately cancel, suspend or limit the website. CeraNet may or may not offer a paid hosting alternative. This policy is primarily intended to prevent misuse of services and is typically only implemented in extreme circumstances. In any event, CeraNet reserves the right to conform and implement this policy at its sole discretion.

# 3) Cancellations, Suspensions and Refunds

CeraNet reserves the right to cancel or suspend any service at any time for any reason. In no event, shall a refund be given, including refunds for optional paid services that are connected or related to the Free Web Hosting plan.

CeraNet reserves the right to discontinue the Free Web Hosting plan at any time. In the event that CeraNet discontinues the Free Web Hosting plan, clients of the plan will be given 30 days to move to an alternative plan within CeraNet or migrate to another provider.



## 4) Backups

Backups are the sole responsibility of the client. CeraNet may make and retain backups for its own purposes but does not make its backups available to clients. In no event, shall CeraNet will be responsible for lost, destroyed or damaged data, regardless of whether it was due to CeraNet's own negligence or not. If an account is cancelled or suspended for any reason, CeraNet is under no obligation to provide a Backup or a copy of the data.

# 5) Inactivity

Accounts found to be inactive, at CeraNet's sole discretion, may be suspended or terminated. Logging into the CeraNet portal at least once every 30 days will typically prevent an account from being cancelled or suspended due to inactivity. If we find that an account is inactive, we may attempt to contact you by phone or email for verification. All Free Web Hosting plans must have at least one active domain name with a top level domain or www record that resolves to the IP address of the Free Web Hosting plans. The active domain name must be registered in the client portal. All Free Web Hosting plans must contain a working web site which is linked to the active domain name. All new accounts will have 14 days to comply with the rules set forth in this paragraph.