

## Hosting Service Level Agreement

Welcome to Paul Consulting Inc., DBA Paul Consulting Group, hereinafter referred to as "PCG", website hosting services. This Hosting Service Level SLA (hereinafter "SLA") governs your use, in any manner, of all website hosting services (collectively, the "Services") and describes the terms and conditions that apply to such use of the Services.

PCG reserves the right to change or modify any of the terms and conditions contained in this SLA and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing and/or future customers.

Any changes or modification will be effective upon posting of the revisions on the PCG website (the "Site"). PCG may post changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following PCG's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

### 1. Term and Payment for Services

#### 1.1. Term.

This SLA shall be for an "Initial Term" of (a) twelve (12) months from acceptance of a "Hosting Quote", or (b) as otherwise chosen by you in the Hosting Quote; at the time you use the Services. This SLA will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term unless you provide PCG with notice of termination either (a) at least thirty (30) days prior to the end of the Initial Term or the Renewal Term, whichever is then applicable. You must provide PCG with your notice of termination by E-mail, Fax transmission, or US Mail and provide PCG with sufficient customer identification information so that PCG may properly identify you and your account. Changing domain name server settings ("DNS") to another provider or system, in and of itself, does not constitute termination and does not remove the obligation to notify PCG in writing. Any notice of termination will be only be effective upon PCG's receipt thereof. PCG is under no obligation to provide notice of renewal in advance of the automatic renewal billing process.

#### 1.2. Termination Policy.

Failure to pay all applicable charges and service fees when due, including, but not limited to your credit card being declined or rejected by our merchant account processing gateway, shall be deemed a default cancellation without notice. If you terminate your receipt of the Services prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, (a) PCG shall not refund to you any fees paid in advance of such termination. Your termination request must be submitted to PCG in the manner described in Section 1.1. It is your obligation to notify PCG of any change in billing or contact information in advance of the renewal date. PCG may terminate this SLA at any time and for any reason by providing to you thirty (30) days prior written notice of termination. If PCG terminates this SLA, PCG shall refund to you the pro-rata portion of pre-paid fees attributable to Services not yet rendered as of the termination date unless otherwise expressly provided herein.

#### 1.3. Liability and Obligations on Termination.

Should the SLA expire or be terminated for any reason, PCG will not be liable to you because of such expiration or termination for compensation, reimbursement, or damages on account of the loss of prospective profits, anticipated sales, goodwill, or on account of expenditures, investments, leases, or commitments in connection with your business, or for any other reason whatsoever flowing from such termination or expiration. Any termination of this SLA shall not relieve you of any obligations to pay

fees and costs accrued prior to the termination date and any other amounts owed by you to PCG as provided in this SLA.

**1.4. Payment.**

All charges for Services must be paid in advance according to the then current price applicable to the Services by check or credit card. Upon acceptance of the hosting services, you thereby authorize PCG to charge your credit or debit card to pay for any charges that may apply to your account. (If you have chosen this method of payment.) You must notify PCG of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit PCG from charging your account. Your failure to fully pay any fees and taxes within five (5) days after the applicable due date will be deemed a material breach of this SLA, justifying PCG's suspension of its performance of the Services and/or termination of this SLA. You are responsible for any fees associated with reinstated of Services. Any such termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs, and collection agency fees.

**2. Use of Services**

**2.1. Applicable Policies and Guidelines.**

Acceptable Use Policy (the "Usage Guidelines") governs the general policies and procedures for use of the Services. PCG's On-line Privacy Practices governs how PCG collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Practices are posted on PCG's Website (or such other location as PCG may specify) and may be updated from time-to-time. You should carefully read the usage guidelines. By using the services, you agree to be bound by the terms of the usage guidelines and any modifications thereto. PCG reserves the right to terminate your account for any violation of the usage guidelines or this SLA.

**2.2. Bandwidth, Storage, and E-Mail Usage.**

You agree that use of the Services hereunder will not exceed the bandwidth, storage, and E-mail usage limits set out in the Hosting Quote. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month, PCG may, in its sole discretion, assess you with additional charges, suspend the performance of the Service, or terminate this SLA. In the event that PCG elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees.

**2.3. Disallowed Materials.**

The following is not permitted: Spamming (sending unsolicited email or posting messages to UseNet Newsgroups that do not explicitly allow advertising, with references, directly or indirectly, to a site hosted on our servers); sites containing pornographic material or sites containing links to adult sites, sites containing any illegal content or sites advocating illegal activities; violations or attempted violations of system & network security including, but not limited to port scanning, denial-of-service attacks, or other hacking.

**3. Intellectual Property Rights**

**3.1. Your Warranties & Representations to PCG.**

You warrant, represent, and covenant to PCG that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this SLA; (c) you will use the Services only for lawful purposes and in accordance with this SLA and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Websites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature

of business, and address where business is conducted, and (g) your 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.

**3.2. PCG Materials and Intellectual Property.**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by PCG or its suppliers or agents pursuant to this SLA, and any know-how, methodologies, equipment, or processes used by PCG to provide the Services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of PCG or its suppliers. PCG shall also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that may be assigned to you by PCG. PCG reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

**4. Enforcement**

**4.1. Investigation of Violations.**

PCG may investigate any reported violation of this SLA, the Addendum its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. PCG 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.

**4.2. Actions.**

PCG reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this SLA, the Addendum or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this SLA, the Addendum, any related policies or guidelines, third party rights or laws, PCG may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on Paul Consulting Group's systems, and/or (d) disabling or removing any hypertext links to third-party Websites, any of your content distributed or made available for distribution via the Services, or other content not supplied by PCG which, in PCG's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes PCG to civil or criminal liability or public ridicule. It is Paul Consulting Group's policy to terminate repeat infringers. The above stated rights of action, however, do not obligate PCG to monitor or exert editorial control over the information made available for distribution via the Services. In the event PCG takes corrective action due to such possible violation, PCG shall not be obligated to refund to you any fees paid in advance of such corrective action.

**4.3. Disclosure Rights.**

To comply with applicable laws and lawful governmental requests, to protect Paul Consulting Group's systems and customers, or to ensure the integrity and operation of PCG's business and systems, PCG 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 addressing and traffic information, usage history, and content residing on PCG's servers and systems. PCG 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 any terms of PCG's On-line Privacy Practices and PCG's right to disclose under this section, PCG's right to disclose under this section will control.

**5. Disclaimed Warranties**

You acknowledge and agree that PCG exercises no control over, and accepts no responsibility for, the content of the information passing through PCG's host computers, network hubs, and points of presence or the Internet. All services performed hereunder are performed "as is" and without warranty against failure of performance including, without limitation, any failure due to computer hardware or communication systems. Except as expressly provided in this SLA, PCG does not make and hereby disclaims, and you hereby waive all reliance on, any representations or warranties, arising by law or otherwise, regarding the services, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or arising from course of dealing, course of performance or usage in trade.

## **6. Limitation and Exclusion of Liability**

### **6.1. Limitations.**

IN NO EVENT SHALL PCG OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER PCG NOR ITS SUPPLIERS SHALL HAVE LIABILITY WITH RESPECT TO PCG'S OBLIGATIONS UNDER THIS SLA, THE ADDENDUM OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF PCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE LIABILITY OF PCG AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PCG BY YOU UNDER THIS SLA AND THE ADDENDUM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY PCG HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE PCG AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

### **6.2. Interruption of Service.**

You hereby acknowledge and agree that PCG and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, PCG shall not be liable for any delay or failure to perform its obligations under this SLA, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

### **6.3. Data Backup Disclaimer**

PCG attempts to make daily backups of customer data to guard against data loss. However, this is not a substitute for your own backup system. PCG does not guarantee that it will be possible to restore information that has been deleted or damaged, and PCG may charge a fee to restore information that has been deleted or damaged due to customer error. For these reasons, you agree to maintain your own copy of all data stored on our servers (including files and database contents), and you agree that PCG is not liable for any loss of data if you fail to maintain your own copy. Please see our Backup Policy for more details on our backup routines.

### **6.4. Data Recovery.**

PCG assumes absolutely no liability for loss of data on any of its servers. Under any circumstances the maximum liability assumed by PCG shall not exceed the service fee paid by the customer for the most current month.

## **7. Indemnification.**

You hereby release and hold harmless, and agree to indemnify, PCG and its affiliates and suppliers (and their respective employees, directors, and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs, or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by PCG or its suppliers, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this SLA, the Addendum or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity); (d) programming defects or security or design deficiencies that may exist in your web application that result in a payment card industry violation, HIPAA violation, HITECH violation, or data breach.

## **8. Miscellaneous Provisions**

### **8.1. Entire SLA.**

This SLA, in conjunction with all policies and guidelines incorporated herein by reference, constitutes the entire SLA between you and PCG with respect to the subject matter hereof and there are no representations, understandings or SLAs which are not fully expressed in this SLA and the related policies and guidelines.

### **8.2. No Fiduciary Relationship; No Third-Party Beneficiaries.**

PCG is not the agent, fiduciary, trustee, or other representative of you. Except for the rights of Paul Consulting Group's suppliers under sections 6 and 7 hereof, nothing expressed or mentioned in or implied from this SLA is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this SLA. This SLA and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

### **8.3. Amendments.**

Except as expressly provided in this SLA, no amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the parties.

### **8.4. Identification.**

PCG may, free of any obligation to pay compensation, use your name and identify you as a PCG client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

### **8.5. Choice of Law and Forum.**

This SLA, including the addendum, will be governed by the laws of the United States and the state of Florida, without reference to rules governing choice of laws. Any action relating to this SLA must be brought in the Federal or State courts located in Tallahassee, Florida, and you irrevocably consent to the jurisdiction of such courts.

### **8.6. Compliance with Laws.**

You shall at all times comply with all applicable laws and regulations and shall indemnify and save PCG harmless from your failure to so comply. You agree that PCG shall not have to perform any obligations set forth in this SLA if such performance would violate any present or future law, regulation or policy of any applicable government.

### **8.7. Non-Assignment.**

You may not assign this SLA or any right or obligation hereunder by operation of law or otherwise, without PCG's prior written consent. PCG may assign its rights and obligations under this SLA and may utilize affiliate and/or agents in performing its duties and exercising its rights hereunder, without your

consent. Subject to that restriction, this SLA will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

**8.8. No Waiver.**

PCG's failure to enforce the strict performance of any provision of this SLA will not constitute a waiver of PCG's right to subsequently enforce such provision or any other provisions hereunder or thereunder.

**8.9. Severability.**

Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirety or in a particular application, the remainder of this SLA if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

**8.10. Acceptance.**

**Your signature on a hard copy of this SLA is not required in order for the SLA to be legally binding on you. Your use of the Service, having the same force and effect as if you had actually signed a hard copy of this SLA.**

## Backup Policy:

PCG provides web hosting to many clients, and we have a responsibility to protect each client's data as best we can and to provide the best services available. The following guidelines were designed to outline our backup practices so that our clients can take additional steps to protect their data should these steps not be sufficient to their needs.

### 1. Backup Frequency

We make a full backup of your Virtual Operating System Instance website files, databases stored on our servers every night.

Daily: ESXI Veeam backup and replication backs up all Virtual Operating System Instance snapshots nightly to the local backup drives.

Daily USB: ESXI Veeam backup and replication backs up all Virtual Operating System Instance snapshots nightly to the local NAS backup drives.

Nightly Offsite: ESXI Veeam jobs backs up all Virtual Operating System Instance snapshots to NewCloud Networks disaster recovery installation in Colorado nightly.

### 2. Files Backed Up

Backups include all of the files for your account, including:

- Virtual Operating System Instances
- Web site files
- SQL databases

### 3. Backup Retention & Storage

Our system attempts to keep at least the following backups on an external disaster proof device:

- Backups consisting of data from 1-14 days ago

We make both on-site backups (for quick retrieval) and off-site backups (for disaster recovery).

### 4. No Guarantee

PCG makes backups as part of our planning to recover from various disasters, including data erasure, hard drive or server failures, and data center destruction. However, we emphasize that we cannot guarantee any backups. Although we use and test our backup system regularly and consider it reliable, technical problems could prevent us from being able to restore any particular backup. And of course, we may not have data from the particular moment you want to restore. A wise course of action is to not trust any Web hosting company with all your data — not even PCG. You should make your own additional backups to meet your own requirements. Remember that no backup system can offer complete protection against SQL database corruption, a script that fails to insert information into a database due to a bug, or similar problems. If you store financial transactions or other critical information in your database, make sure you have access to a second copy of the data. For example, you might configure a shopping cart program to e-mail you a copy of each order (without the credit card information, of course). In the event of a SQL problem, your data could be recreated using a combination of the e-mail messages and the credit card numbers on file at your card processing company.

**5. Requesting a copy of your backups.**

You can access your backups using an FTP program like FileZilla by e-mailing a request for FTP access to [support@paulconsulting.com](mailto:support@paulconsulting.com). Please allow up to 48 hours for your request to be processed.

## Acceptable Use Policy:

PCG provides web hosting to many clients, and we have a responsibility to protect each client and to provide the best services available. The following guidelines were designed to ensure these obligations are met.

**Important Note:** This document is updated often. Please make a habit of reviewing it from time to time to stay abreast of acceptable as well as inappropriate uses of PCG's Hosting Services. PCG is not required to send notifications when this page is updated.

Reports of activity in violation of this policy may be sent via e-mail to [support@paulconsulting.com](mailto:support@paulconsulting.com)

When you use PCG hosting services, you join two communities. First is the community formed by our network and our customers; the second community is the one made up of all Hosting and users connected to each other to form the Internet. Becoming a member of these communities gives you certain rights and privileges, but also imposes certain duties and responsibilities. PCG has established an Acceptable Use Policy in order to make these duties and responsibilities more clear. This document is intended to provide a general understanding of PCG's Acceptable Use Policy. The following factors guide the establishment and enforcement of PCG's usage policies:

- Ensure reliable service to our customers.
- Ensure security and privacy of our systems and network, as well as the hosting and systems of others.
- Comply with existing laws.
- Maintain our reputation as a responsible service provider - Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services.
- Preserve the value of Internet resources as a conduit for free expression and exchange of information.
- Preserve the privacy and security of individual users.

PCG intends to provide its customers access to everything the Internet has to offer. While PCG is firmly committed to the principles of free speech, certain activities are damaging to the resources of both PCG and the Internet and



cannot be permitted under the guise of free speech. The resources of PCG and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

If the hosting services is used to violate the Acceptable Use Policy, we reserve the right to terminate or suspend your service without notice and you agree to indemnify PCG and its affiliates against any claims threatened or brought by third parties as a result of your violation of this Acceptable Use Policy and/or the content of your website. We prefer to advise customers of inappropriate behavior and any necessary corrective action. However, violations of the Acceptable Use Policy will result in immediate termination or suspension of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

If you have any questions regarding this policy, please contact us at [support@paulconsulting.com](mailto:support@paulconsulting.com)

### **General Information**

PCG hosting customers are prohibited from transmitting on or through any of PCG hosting's services, any material that is, in PCG's sole discretion, unlawful, obscene, threatening, abusive, defamatory, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law.

In general, you may **NOT** use your hosting account:

- In a manner which violates any law, regulation, treaty or tariff;
- In a manner which violates the rules, regulations and policies of any network, server, web site, database or service provider that you access through your hosting account;
- In a manner which is defamatory, fraudulent, indecent, offensive or deceptive;
- To threaten, harass, abuse or intimidate others;
- To damage the name or reputation of PCG, its' parent, affiliates and subsidiaries;
- To break security on any computer network, or to access an account which does not belong to you; or
- In a manner which interferes with other customers' use and enjoyment of the services provided by PCG.

PCG's hosting services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data, or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. PCG reserves the right to remove such illegal material from its servers or to immediately terminate your services without notice.

PCG reserves sole discretion to determine whether any use of the service is a violation of this policy. Guidelines for using your account follow. This information is only a guideline, and is not intended to be all-inclusive.

### **Electronic Mail**

Certain hosting services give you the ability to send and receive electronic mail. PCG maintains a ZERO tolerance policy in regards to SPAM. We do not tolerate spam mailings and any account that is used to send such will be terminated without notice. Any account terminated for spam is subject to a \$500 administration fee. In addition, any losses incurred by PCG because of such will be the direct responsibility of the account holder.

You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.



You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers. Forging, altering, or removing electronic mail headers is prohibited. You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing"). You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages. You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.

PCG hosting services may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policy or the acceptable use policy of the other service provider. If you use the services of another provider to promote a web site hosted by or through PCG, then the provisions of this Acceptable Use Policy shall apply to the methods used to promote such site.

### **Web Sites**

PCG provides storage space and access for web sites through its Web services. PCG will not routinely monitor the contents of your web sites. You may only host one domain per virtual account.

You are solely responsible for any information contained on your web site. However, if complaints are received regarding language, content or graphics contained on your web site, PCG may, at its sole discretion, remove the web site hosted on the servers and terminate your service. You agree to promptly reimburse PCG for any reasonable expenses it incurs (including attorney's fees) in defending itself from third party claims relating to any of the content (whether created by you, your customers or your users) contained on your website.

You may not use your web site to publish material which PCG determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including but not limited to narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.

Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example).

Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards. Objectionable content is otherwise legal content with which PCG concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders, and affiliates.

#### ***Examples of prohibited web site content:***

Material which encourages the commission of a crime; or which tends to incite violence; or which tends to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

### **Security**

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest, visitor, or employee. Therefore, you must take steps to ensure that others do not gain access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Denial of Services, DDoS, Smurf, and other service attacks started against your web site will affect the entire population of the PCG network; therefore, your site will be subject to immediate termination of your account. You must adopt adequate security measures to prevent or minimize unauthorized use of your account.

You may not attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other Hosting. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

You may not host within your account files used to hack, crack, decode or generate keys.

You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to "flooding" of hosting, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. PCG will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### **Network Management**

You are responsible for ensuring that the services obtained from PCG are used in an appropriate manner by your customers and users. Therefore, you must take steps to manage the use of the services obtained from PCG in such a way that network abuse is minimized. You must also make information publicly available about how to contact you, and you must respond in a timely manner to complaints concerning misuse of the services obtained from PCG. Failure to responsibly manage the use of the services obtained from PCG may be cause for termination of services to you.

You must provide Contact names, phone numbers, and postal and e-mail addresses ("Contact Information") to any and all appropriate Domain Name Registrars prior to the initial network connection of your service. You must keep Contact Information updated and accurate at all times. Changes in the Contact Information must be sent to the appropriate Domain Name Registrars in a timely manner. Contacts must have the authority, access and tools necessary to configure, operate and control access to your systems.

### **Network Performance**

PCG hosting services operate on shared resources. Excessive use or abuse of these shared network resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination or suspension of your account without notice.

You are prohibited from excessive consumption of resources, including but not limited to, CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of PCG hosting systems or services. PCG reserves the right to terminate or limit such activities.

Denial of Services, DDoS, Smurf and other service attacks started against your web site will affect the entire population of the PCG Network; therefore, if your site becomes subject to such attacks, immediate notice must be provided to PCG at [support@paulconsulting.com](mailto:support@paulconsulting.com). PCG reserves the right to terminate hosting services if such attacks continue.

### **Illegal Activity**

Any activity on our network that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service.

Prohibited activities include, but are not limited to:

- Transmitting obscene materials or child pornography.
- Intentionally spreading or threatening to spread computer viruses.
- Gaining or attempting to gain unauthorized access to any network, including PCG hosting's private network infrastructure.
- Accessing or attempting to access information not intended for you.
- Transmitting pirated software.
- Conducting or participating in illegal gambling.
- Soliciting for pyramid and other illegal schemes.

PCG does not permit any site that contains: (i) images (including on banner ads) of nude models that appear to be under the age of 18 (in PCG's sole judgment), (ii) sexually explicit images (including on banner ads) of models that appear to be under the age of 18 (in PCG's sole judgment); or (iii) sites containing language promoting child pornography together with any sexually explicit or nude images. As required by federal law in the United States, PCG will report all offenders of this policy to the appropriate federal agency.

### **Privacy Statement**

PCG has a policy to respect and protect the privacy of its customers and their information that is stored with PCG. PCG will only access and disclose information as necessary to comply with applicable laws and government requests, to provide the Hosting Services, to operate or maintain its systems, or to protect itself or its customers.



Custom Programming Solutions

WE LISTEN, THEN SOLVE.

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