



HOSTING POLICIES

(Terms of Service (TOS) and Authorized Use Permit (AUP))

The Basics (but not limited to) in plain English:

1. Nothing illegal! - No illegal spamming, illegal pornography, warez, serial numbers, cracks, codes, stolen MP3's etc...
2. No client side mailing lists
3. No Server abuse
- 4 .We bill monthly - there are no long-term contracts.
5. No IRC on any 3T Pro Inc. networks.
6. Customers with a Past Due balance will be terminated.
- 5 .If you violate any of the above policies, 3T Pro Inc. will cancel your account.

You lose your 30 day money back guarantee if you violate any of the above policies.

The Legal Version

Authorized Use Policies (AUP)

(for all accounts) 3T Pro Inc. (3T Pro Inc.) has certain ethical, legal and moral responsibilities consisting with the use of its servers and equipment involved in the services of web site hosting, marketing and design. 3T Pro Inc. reserves the right to suspend, deny or cancel a subscriber's access to any or all services provided by 3T Pro Inc. whenever 3T Pro Inc. decides the services it has rendered have been inappropriately used. Use of 3T Pro Inc. services constitutes acceptance and agreement to our policies.

Web Site, Server, and Network Content/Use Provisions

(for all accounts) All services provided by 3T Pro Inc. and its underlying service providers may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material protected by trade secret and other statutes, material that would cause harm to minors, threats and harassment, forgery, fraud, unfriendly network disruptions, and distribution of viruses. The subscriber agrees to

indemnify and hold harmless 3T Pro Inc. from any claims resulting from the use of the service which damages the subscriber or any other party. The subscriber also agrees that 3T Pro Inc. may disclose, without subscribers consent, any and all information related to the subscriber and their service with 3T Pro Inc. to any law enforcement agent who makes a written request.

3T Pro Inc. is not responsible for any material input by anyone other than 3T Pro Inc. and/or posted to the 3T Pro Inc. network by anyone other than 3T Pro Inc. . This includes the content and links on websites hosted by 3T Pro Inc. . 3T Pro Inc. disclaims any liability and responsibility relating to inappropriate use or inappropriate content of anything hosted by 3T Pro Inc. that 3T Pro Inc. did not solely create and post to the 3T Pro Inc. network.

Pornography is prohibited on any 3T Pro Inc. server. 3T Pro Inc. will be the sole arbiter as to what constitutes a violation of this provision but in general if its legal for all ages to see, its ok, if you have to be 18 or 21 to view, then its not ok. 3T Pro Inc. also reserves the right not to host sites that it considers, in its sole discretion, to be religiously or racially offensive or inflammatory. 3T Pro Inc. will not host warez sites or anything related to, promoting, or offering warez, serial numbers, cracks, illegal mp3's or anything else that would considered illegal by the laws governing the citizens of the United States and the state of Texas and the city of Dallas, Texas.

Sending unsolicited email, hosting a website that is listed in an unsolicited email, providing dns service for an unsolicited email service are all prohibited on the 3T Pro Inc. Network.

With the few exceptions listed above and below, we support the uncensored flow of information and ideas over the internet. We do not actively monitor the information that our subscribers transmit and receive, however, we do react immediately to any alleged violations of any of our policies in which case we reserve the right to monitor anything on our network and any packet of information that traverses our network.

Bandwidth usage for dedicated and collocated servers: (for dedicated and collocation accounts) Subscriber agrees to pay for all bandwidth they use that is above the amount included in their package, at the current rate. Subscriber may elect to have their bandwidth capped at any amount at their choice, or they may elect to have no cap and simply pay for the additional bandwidth used above what is included in subscribers package.

Background-running Programs: (for virtual accounts) We may allow programs to run continuously in the background. These are considered on an individual basis and an extra charge may be incurred based on system resources used and operational maintenance needed.

IP address's: (Applies to dedicated and co-location subscribers only, does not apply to virtual accounts.) All IPs that are assigned to 3T Pro Inc. 's subscribers must be used under the authorized use stipulations within 24 hours of being assigned the IP. Authorized use stipulations are taken from ARIN, the organization that manages IPs. There are to be no unused IP's on 3T Pro Inc. 's networks, except those in reserve for 3T Pro Inc. to assign its subscribers on an as needed basis. Subscribers are only allocated IPs that they will use within 24 hours. Subscribers are not allowed to keep IP's in reserve.

3T Pro Inc. assigns and allows its subscribers to use IP addresses that are owned or are given to 3T Pro Inc. to use. 3T Pro Inc. retains ownership of all IPs assigned to subscribers. Name-Based hosting must be used where possible as per ARIN rules.

Server Abuse Issues: (for all accounts) Any attempts to undermine or cause harm to 3T Pro Inc. servers or the servers of its underlying service providers or a subscriber of 3T Pro Inc. or its underlying service providers is strictly prohibited.

Network Security: (for all accounts) Subscribers are prohibited from violating or attempting to violate the security of the 3T Pro Inc. network or any of its other subscribers, and should a violation take place, civil or criminal liability may result. 3T Pro Inc. will investigate any alleged violations and cooperate fully with law enforcement. Violations include but are not limited to the attempt to login to any machine which the subscriber is not exclusively paying for, interfering with any service by ddos attacking, mail bombing or anything else that would be detrimental to the services that 3T Pro Inc. provides, attempting to probe or scan or test vulnerability of any machine on the 3T Pro Inc. network, forging any IP address, and taking any action in an attempt to receive services that the subscriber is not paying for. A violation of any of the above may result in immediate removal from the network.

Any sub-networks or re-seller networks of 3T Pro Inc. must adhere to all of these policies.

Terms of Service (TOS)

Right To Refuse Service and Cancel Accounts: (for all accounts) 3T Pro Inc. reserves the right not to accept accounts for hosting for any reason it deems appropriate. We also reserve the right to cancel an account at anytime, for any reason, other than those stated specifically in this policy statement, with 10 days notice. Accounts that violate any of the policies specifically stated herein, including late payment or non-payment of fees owed, may be canceled with no notice.

Communication

(for all accounts) Our primary means of communications with clients, including for billing purposes and technical support is by e-mail. You must supply us with your current e-mail address so that we may contact you at any time. We cannot be held responsible for not notifying you of account cancellation if you do not supply us with your correct and current e-mail address. You should check your e-mail regularly to make sure you do not miss an important notice. We do have a toll free number for subscribers to call.

Technical Support

(for all accounts) Technical Support is available 24/7/365 from our website under the technical support section. 3T Pro Inc. has a PERL expert on hand to assist you if needed at \$110/hour. For dedicated accounts, tech support is limited to initial setup, and thereafter only network related issues - the dedicated account holder must be or have someone be the sysadmin for their computer. 3T Pro Inc. can support and admin your computer but that service is not included in the price of the dedicated server. For all Co-Located computers, tech support is limited to initial setup and thereafter network problems only. The Co-Located account holder must be or have someone be the

sysadmin for their computer. 3T Pro Inc. can support and admin your computer but that service is not included in the price of the Co-Located server.

Note: As time permits, we do assist in technical support beyond what is stated above and we even offer one-on-one personalized training.

Deactivation

(for all accounts) If any of these terms or conditions are not followed it will result in grounds for account deactivation. We reserve the right to remove any account without notice if any of the terms or conditions stated herein are violated. If such an occurrence takes place, the fees for that month's service will not be refunded to the subscriber. Fees for the entire month are due if the account is active even just one day during that month.

If we deem it necessary to cancel an account for any reason other than those specifically stated in this document, we will give you a 10-day notice of cancellation by e-mail.

3T Pro Inc. reserves the right to make any changes to its policies and Hosting plans, pricing, bandwidth providers, IP's, and features offered at any time as necessary and in no way implies fitness of purpose warranties. 3T Pro Inc. reserves the right to refuse service to anyone. 3T Pro Inc. reserves the right to determine what violates any of 3T Pro Inc.'s policies.

Payment Policies

(for all accounts) All charges are in U.S. Dollars. Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. The subscriber is responsible for all money owed on the account from the time it was established to the time that the subscriber notifies 3T Pro Inc. in writing for a request for termination of services (see cancellation by subscriber section below for details on how to cancel). All payment is in U.S. currency and must be paid with Visa, MC, Amex, company check, cashier's check or money order mailed 1 week in advance of due date. Subscribers may prepay multiple months in advance with a discount applying for prepayments of 12 months, however, all multiple month prepayments are non-refundable unless 3T Pro Inc. cancels the subscribers account. A subscriber who prepays and then wants to downgrade their hosting package can do so, but will not be eligible for a refund of any prepaid monies, or a reduction in monthly charges until the pre-paid period is up.

It is the subscriber's responsibility to update 3T Pro Inc by email or in writing with any changes in their credit card information including expiration dates. The subscriber authorizes 3T Pro Inc. to use whatever means necessary to effect payment for overdue accounts or cancellation fees, if any. This includes making the charge to the subscribers credit card, even if the subscriber does not usually pay by credit card. If a subscriber is late 3 times consecutively, the late fee will be \$50 and will increment by \$50 for each month subscriber is late thereafter, indefinitely.

For subscribers who pay by credit card, once a service is 10 days overdue for payment, service will be interrupted if prior arrangements with 3T Pro Inc. have not been made. For subscribers who pay by PayPal, once a service is 3 days overdue for payment, service will be interrupted if prior arrangements with 3T Pro Inc. have not been made. For subscribers who pay by wire transfer, once a service is 3 days overdue for payment,

service will be interrupted if prior arrangements with 3T Pro Inc. have not been made. For subscribers who pay by check, once a service is 2 days overdue for payment, service will be interrupted if prior arrangements with 3T Pro Inc. have not been made.

If subscribers service has been disconnected for lack of payment as per our payment policies and subscriber wishes to reconnect service, there will be a \$100 reconnect fee.

3T Pro Inc. reserves the right to turn over any debts owed to 3T Pro Inc. to a collection agency or to attorneys in that order.

If the subscriber desires domain name registration, registration of a new domain name is done through the registrar of the subscriber's choice and the fee paid is at the discretion of the registrar. Domain Registration fees are not paid to 3T Pro Inc. and are non-refundable.

Refunds and Disputes

(for all accounts) All payments to 3T Pro Inc. are non-refundable. This includes the setup-fees and all subsequent monthly recurring charges and any one time fees. If you dispute a charge made to your credit card by 3T Pro Inc. and it is found that the charge was valid, you agree to pay 3T Pro Inc. a \$150 administration fee.

Transfer of Service

(for all accounts) Subscriber shall not transfer their service with 3T Pro Inc. to any other person or entity without prior written consent from 3T Pro Inc. . If 3T Pro Inc. agrees to allow the transfer of service, the new subscriber must agree to the 3T Pro Inc. TOS and AUP.

Hacked Server Policy

When a server gets hacked, any recent backups that have been made will very likely contain the hack. It is generally not known when a hack was made to the server, and therefore any nightly or weekly backups will likely contain the hack. For this reason 3T Pro Inc. does not generally permit subscribers to restore data from backups once a server has been known to be hacked. It is neither in the best interest of the client, nor 3T Pro Inc. and the network to use the suspect data. If the data from the backup is needed, the standard procedure is for the subscriber to purchase the old hard drive and have it shipped to the subscriber. If for some reason any of the backed up data is allowed to be used, and the server is hacked again (within a week of the data being used), the subscriber will be billed hourly for all work to redo the server again. If the subscribers server has initiated a ddos attack on the 3T Pro Inc. network, and the subscriber uses any of the backed up data after the server has been restored, and the subscribers server initiates another ddos attack within a weeks time, the subscriber agrees to pay an immediate \$500 fine in addition to all hourly fees associated with restoring the network and all of the credits that 3T Pro Inc. might have to pay its subscribers in order to meet its SLA. This is generally not a risk that a subscriber will want to take.

Service Rates

(for all accounts) Subscriber acknowledges that the initial costs and specifications of the service that the subscriber is subscribing to have been disclosed to the subscriber. 3T Pro Inc. reserves the right to change pricing and specifications of its service at any time due

to market fluctuations, cost to provide service, changes in cost of hardware etc... When changes are made to pricing or specifications of the service 3T Pro Inc. is providing that result in lower pricing or in better specifications, 3T Pro Inc. will make every effort to pass those changes on to the subscriber, however, in some circumstances additional fees will apply. When changes are made to pricing or specifications of the service 3T Pro Inc. is providing that result in higher pricing or in lower specifications, 3T Pro Inc. will make every effort NOT to pass those changes on to the subscriber. 3T Pro Inc. is not obligated to change the rates and specifications of subscribers existing service for any reason at any time, and it will be at the sole discretion of 3T Pro Inc. and based on financial evaluations of what is required to keep 3T Pro Inc. a profitable operating company, able to provide the highest quality services to the subscribers.

30 Day Money Back Guarantee (MBG)

All virtual and reseller web hosting plans (this does not include dedicated and co-located plans) come with a 30 day money back guarantee. If you are not completely satisfied within the first 30 days, your monthly rental will be refunded. 3T Pro Inc. does not refund setup fees. 30 day money back guarantee does not apply to spammers (unsolicited emailers legal or not), adult sites, or server abusers. Any account on 3T Pro Inc. servers that is caught spamming (sending any unsolicited email legal or not), violating any of 3T Pro Inc. 's hosting policies, or abusing the server in any way will automatically forfeit the right to any refunds of any monies including the MBG. Annual pre-payments receive a discount and forfeit their right to the money back guarantee.

Cancellation initiated by subscriber

(for all accounts) Subscribers must notify 3T Pro Inc. Publishing in writing when they wish to cancel their accounts and must include in that writing the date they wish to cancel. Cancellation must be initiated at least 30 days before the cancellation date but not more then 60 days before the cancellation date requested (after the first month of service). Subscriber is responsible for and must pay in full all fees during the 30 days including any monthly recurring fees. 3T Pro Inc. will not pro-rate any charges. Notification to 3T Pro Inc. of the transfer of the subscribers domain name from internic or associated organization to another hosting provider does not constitute a cancellation as these are often forged without the subscribers knowledge. Email is acceptable for the written notice of cancellation to 3T Pro Inc. .

Term (length) of service

(for all accounts) All hosting packages are month to month billing with the minimum being 1 month. 3T Pro Inc. does not pro-rate monthly billing fees. 3T Pro Inc. does not require any long-term contracts for any of its services.

Service Level Agreement

For dedicated and Co-location customers only, 3T Pro Inc. guarantees 99.5% network uptime as a general rule excluding scheduled maintenance and internet wide vulnerabilities (things like linux slapper, sql sapphire and others that have taken large parts of the internet down due to thing far beyond the control of 3T Pro Inc.), although we average 99.98% uptime. Some clients may have different uptime agreements based on their packages. In the event the network uptime guarantee is not met 3T Pro Inc. will refund 5% of the clients monthly package amount for every 12 hours of downtime after

the guarantee is not met, up to and not to exceed the full monthly amount. Network is considered unreachable if there is 100% packet lost between 3T Pro Inc. and its backbone providers. 3T Pro Inc. cannot provide any guarantees beyond its backbone providers. Downtime is measured starting 10 minutes past notification of network by telephoning 3T Pro Inc. in the event the NOC is not reachable. End of the downtime is when there is no longer 100% packet loss between 3T Pro Inc. and its backbone providers. Customer is responsible to notify billing@3T Pro Inc..com within 7 days of the incident if customer believes they are entitled to a claim.

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 3T Pro Inc.. 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 occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Indemnification

(for all accounts) Subscribers agrees that it shall defend, indemnify, save and hold 3T Pro Inc. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against 3T Pro Inc. , its agents, its subscribers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by subscriber, it's agents, employees or assigns. Subscribers agrees to defend, indemnify and hold harmless 3T Pro Inc. against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with 3T Pro Inc. 's server; (2) any material supplied by subscriber infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to subscriber from 3T Pro Inc. 's server. This means if 3T Pro Inc. is sued because of a subscriber or a subscriber of an 3T Pro Inc. 's subscriber's activity, the subscriber will pay for any and all damages and associated court costs and attorneys fees that 3T Pro Inc. incurs.

Disclaimer

(for all accounts) 3T Pro Inc. will not be responsible for any damages your business may suffer. 3T Pro Inc. makes no warranties of any kind, expressed or implied for services we provide. 3T Pro Inc. disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 3T Pro Inc. and its employees. Subscriber acknowledges that the service that is provided can be interrupted for reasons other than the negligence of 3T Pro Inc. . Subscriber agrees that 3T Pro Inc. cannot be held liable for any damages arising from any disruption of service that is outside the direct and exclusive control of 3T Pro Inc. . Subscriber also acknowledges that the absolute limit of any liability for anything for any reason to any subscriber at all can never exceed an amount equivalent to the charges payable by the subscriber to 3T Pro Inc. during the period in which damages are alleged to have occurred. 3T Pro Inc.

reserves the right to revise its policies at any time without notice. Subscribers must adhere to the policies and changes as they are made.

DISPUTE RESOLUTION AND GOVERNING LAW.

(for all accounts) This agreement shall be governed by and construed in accordance with the laws of the City of Dallas, and to the extent such courts have jurisdiction, by the State of Texas or the United States District Courts located in Texas. The parties hereby agree that the appropriate forum for any disputes arising out of this Agreement or the transactions contemplated hereby shall be the city courts of Dallas, the state courts of the State of Texas, and the United States District Courts located in Texas, and the parties hereby irrevocably consent to the exclusive and personal jurisdiction of such courts.