

ABACUS GRAPHICS TERMS, CONDITIONS, & ACCEPTABLE INTERNET USE POLICIES

These are the Terms, Conditions, and Acceptable Use Policies for use of the Internet services provided by Abacus Graphics. By accessing services from Abacus Graphics, you (Client) agree to abide by these terms and conditions. We reserve the right to change this agreement at any time without notice.

- 1.1** You are responsible for conforming to all federal, state, and local laws regarding the Internet and electronic communication. You must respect the intellectual property and copyrights of resources provided by others on the Internet. You may not participate in any illegal activities while using your account. You must obey the laws of the United States and other countries that you communicate with over the net. We cannot and do not monitor or control traffic content to/from our service. You are responsible for keeping your activities legal, and for censoring yourself and colleagues. Client is not permitted to post any material that is illegal, libelous, tortuous, or likely to result in retaliation against Abacus Graphics. Should the posted material fall into this category, we reserve the right to immediately refuse or terminate service.
- 1.2** While we do back up our system files and Web database files as a courtesy to our Clients, we do not back up Websites or files uploaded by our Clients unless a data backup service is purchased for the account. This means that if you upload Web pages or other personal files to our system or perform customizing to your Webstore, you must keep a backup on your own machine. Log files and historical Web data files may be purged without notice to ensure optimal server performance. Clients are responsible for archiving any and all historical data and log files themselves. Abacus Graphics shall not be held liable for any loss of or damage to Client files, logs or data of any kind for any reason whatsoever. Client agrees that Abacus Graphics has the right to delete all data, files, or other information that is stored on host servers and computers upon termination of services, or cancellation of account due to non-payment or violations of our Terms and Conditions of Service Policies.
- 1.3** Unsolicited advertising (spam) via e-mail or news groups is prohibited and shall result in immediate account dismissal. "Spamming", including (but not limited to) mass-e-mailing, cross-posting, or otherwise causing abuse to others on the net is prohibited and will be grounds for immediate account termination. Any actions resulting in spam complaints from end users, other Internet providers, watchdog groups, etc., or construed to be negligent, malicious, or a denial-of-service attack is strictly prohibited and will also be grounds for immediate account termination.
- 1.4** Client is expected to maintain cryptic passwords and keep all passwords secret. Passwords allow access to your private e-mail messages, Website and billing information. If Abacus Graphics believes a Client's password has been compromised, we reserve the right to change the Client's password without notice.

Passwords are used for various purposes. Some of the more common uses include: Client billing accounts, Webstore accounts, merchant accounts, user level accounts, Website accounts, e-mail accounts, etc.
- 1.5** Abacus Graphics reserves the right to limit bandwidth usage. Websites containing streaming media, data downloads or portal sites, are excluded from unlimited www traffic allowances.

- 1.6** Some Abacus Graphics accounts operate on shared resources. Excessive use or abuse of these shared resources by one Client may have a negative impact on all other Clients. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account. You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other Clients or the performances of Abacus Graphics systems or networks. Abacus Graphics reserves the right to terminate or limit such activities.
- 1.7** Client is responsible for registering and renewing any Domain Names unless other prior arrangements have been made.
- 1.8** Clients may be assigned IP addresses by Abacus Graphics, and must return to Abacus Graphics the rights to IP addresses when service is discontinued.
- 1.9** We reserve the right to terminate or refuse service to anyone. We reserve the right to refuse service to users under 18. Misrepresentation of age is grounds for termination.
- 1.10** You are responsible for all actions you take or cause to be taken in your use of the service. As a condition of service, you agree to indemnify and hold harmless our officers, employees, and agents, for any cause of action originating from use of the service.
- 1.11** Client shall not assign or transfer the rights or obligations associated with this assignment, in whole or in part, without the written consent of Abacus Graphics.
- 1.12** Client will have 30 days from notification of price increases to cancel affected service without penalty. We reserve the right to reduce prices or to put new services and options into effect without advance notice.
- 1.13** Client uses Abacus Graphics' services at Client's own risk. Abacus Graphics makes no warranty, expressed or implied. Abacus Graphics shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. This service is provided as is. We are not responsible for hardware or software damage, loss of data, loss of wages, or any other financial or personal loss resulting from the use of, or inability to use, this service. Any liabilities are strictly limited to the amount of the fee paid for services rendered. Abacus Graphics shall not be liable for claims of damages made by any third party for any cause whatsoever.
- 1.14** Client will indemnify and hold Abacus Graphics harmless (including officers, employees, and agents) of any and all claims, costs, expenses or liability resulting from any damage to Client's business, service, equipment, network, operations, or reputation resulting from Abacus Graphics' actions or the actions of our partners, contractors or re-sellers. Indemnification includes, but is not limited to, any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.



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- 1.15** If any portion of this agreement is found to contradict federal, state, or local laws, the remaining portions will remain in full force until account termination. Both parties agree to submit any dispute relating to the subject matter of this Agreement to binding arbitration, in San Diego County, pursuant to the commercial rules of the American Arbitration Association. The parties surrender and waive the right to submit any dispute suitable for arbitration to a court or jury, or to appeal to a higher court. The arbitrator(s) shall not have the power to award punitive, consequential, indirect, or special damages. The arbitrator shall have the power to award costs and reasonable attorney fees to the prevailing party.
- 1.16** Abacus Graphics reserves the right to revise, amend, or modify this policy, our Terms and Conditions and Acceptable Use Policies and our other policies and agreements at any time and in any manner.

If you have any questions about our Terms, Conditions and Acceptable Use Policies, or the practices described herein, you may contact Abacus Graphics.