

Service Contract - RedHosting, Inc. (“RedHosting”)

RedHosting is a specialized Web Presence Provider established to provide to a specific segment a reliable, robust, and efficient hosting service for adult oriented business Web sites.

A. CUSTOMER QUALIFICATION:

This service is available only to business entities (including sole proprietors) maintaining their principal place of business within the United States of America. The below indicated customer warrants that they are a business and are not operating a non-commercial Web site.

B. UNIVERSAL ACCESS AND POTENTIAL REGULATION

RedHosting deems the services provided, including the access to **OUR** servers and the content thereon, occurs at the location where the customer site and data are located on **Our** servers within the United States of America and therefore the First Amendment to the Constitution of the United States, and where the rights are more expansive under the laws of any individual state or territory, apply.

However, **Your** data will be accessible all over the World and in the event a jurisdiction adopts laws which declare adult or other specific content through the Internet to be unlawful, and to the extent technically feasible, **RedHosting** may block access to **Your** site from individuals in such jurisdictions. There is no current intention of doing so, but should **We** deem this necessary notice of any such access limitation will be provided in advance where possible and as soon as practical thereafter if not possible to provide prior notification.

C. USE OF THE NETWORK IS LIMITED TO LAWFUL ACTIVITY:

Violations of copyright, patents, trademarks, child pornography, unauthorized use of images, invasions of privacy, false light, and any and all other unlawful activities or civil trespass is prohibited. Customers who violate this limitation are subject to immediate termination of service without notice.

D. PAYMENT BY VALID CREDIT CARD ONLY:

Valid credit cards shall be the only accepted method of payment for services.

E. TERMS OF SERVICE

User accounts on our Internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, **Your** placement of information on **RedHosting's** servers is an acknowledgement that **You** have read and understood this agreement, and that **You** agree to be bound by the terms and conditions

below. If **You** do not wish to be bound by these terms and conditions, **You** should not proceed to place any information of any kind on **RedHosting's** servers.

F. SERVICE PLANS, DISCOUNTS, MONTHLY PAYMENTS, AUTOMATIC RENEWAL

You may choose between 1, 3, 6, or 12 month contracts. **You** will receive a discount for committing to a longer contract – 2% for 3 months, 4% for 6 months, and 6% for 12 months. Payments will be due monthly even if **You** choose a longer contract. Unless **We** are notified by **YOU** to the contrary, or unless **We** elect to change the business terms or rates, at the end of each term your contract will be automatically renew for the same term, rate and with the same discount.

1. USER CONDUCT

RedHosting's services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to **RedHosting**, **Your** local jurisdiction, or any jurisdiction that **You** or **Your** site may be subject to is strictly prohibited.

2. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **RedHosting** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting directly or indirectly from **Your** use of the service which damages **RedHosting**, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with **Your** account, including but not limited to domain name selection and Web site content. **You** authorize **RedHosting**, to process such indemnification obligations against **Your** credit card. In the event **Your** credit card is refused, and should **RedHosting** be required to pursue its rights through arbitration or the courts, then **You** will also be obligated to pay all of the costs and attorney fees incurred by **RedHosting** in the collection process.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

RedHosting reserves the right to refuse or discontinue service to anyone at **RedHosting's** sole discretion. **RedHosting** may deny **You** access to all or part of the service without notice if **You** engage in any conduct or activities that **RedHosting** in its sole discretion believes violates any of the terms and conditions in this agreement. **RedHosting** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. **You** agree that **RedHosting** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **RedHosting** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

4. NO WARRANTIES

RedHosting makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **RedHosting** or its agents or employees shall create a warranty. **RedHosting** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components.

In the event **You** purchase from **Us** other add-on services, whether provided through the same or an affiliated data center or provider, **You** agree that such services are not guaranteed or warranted absent an express statement to the contrary by **Us** or such affiliated provider.

Under no circumstances shall **RedHosting** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from **Your** use of or inability to use the service, or for third parties' use of the service to access **Your** Web space, or to access the Internet or any part thereof, or **Your** or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If **You** are dissatisfied with **RedHosting** service or any of its terms, conditions, rules, policies, guidelines, or practices, **Your** sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on **RedHosting's** servers that such information becomes available to all Internet users and that **RedHosting** has no way of limiting or restricting access to such information or protecting such information from copyright infringement. **You** assume total responsibility and risk for **Your** use of **RedHosting's** servers and the Internet. It is solely **Your** responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through **RedHosting** or on the Internet generally.

5. ECPA and SCA NOTICE

RedHosting reserves the right to monitor any and all communications through or with our facilities. **You** agree that **RedHosting** is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded. **You** also agree that **RedHosting** will cooperate with government authorities and honor government subpoenas, court orders, and warrants for the disclosure of data which **You** elect to store on our servers. **You** agree that **RedHosting** has no duty to challenge or refuse a subpoena, warrant, or court order on **Your** behalf and also that under law **RedHosting** is generally prohibited from advising customers of such a demand for information and therefore **You** understand the content of servers used to store **Your** data

may be disclosed without **Your** prior knowledge or consent.

6. IDENTIFICATION INFORMATION

You agree that **You** are a lawful resident of the United States of America and the person legally responsible for use of this account and are at least 18 years of age. **You** agree to supply **RedHosting** with a current and truthful name, postal address and telephone number for our records (all within the United States of America), and **You** have a continuing obligation to keep this information current at all times. Use of an alias, false address, or otherwise failing to provide a full and accurate statement of **Your** actual business address will be considered evidence of intent to abuse the **RedHosting** network.

You also agree that **You** are an authorized user of any credit card that **You** supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

You understand that **RedHosting** will consider the knowledge of the administrative password to be proof of the right to access and control **Your** site. **RedHosting** has no obligation to arbitrate or otherwise participate in a dispute between multiple claimants to the same web site.

7. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which **You** are authorized for, and impairing the availability, reliability, or quality of service for other customers. **You** further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access.

You agree to follow the Acceptable Use Policy of any network or service **You** connect to.

You agree to adhere to system policies as published online by **RedHosting**, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at **RedHosting**. **You** agree to abide by any and all future **RedHosting** policy decisions.

8. SECURITY

You agree that the security of **Your** account is solely **Your** own responsibility. **You** further agree that if **You** believe the security of **Your** account has been compromised in any way, **You** will notify **RedHosting** immediately by email. That means **You** are responsible for the use of any necessary anti-virus software, backing up **Your** data, adopting any appropriate encryption, protection of personally identifiable customer data, and backing up **Your** data.

You shall be held fully responsible for any misuse or compromise to **Your** account for which

RedHosting is not properly notified. **You** agree not to provide or share access to **Your** account to any third party, and that **You** are responsible for any use of **Your** account by any party to whom such access has been provided. **You** agree that certain features of **Your** account (e.g., FrontPage webs, additional FTP logins) which may be used to provide shared access to **Your** account are not to be used to resell services to third parties, and that **You** are responsible for the actions of any party which utilizes those features.

You agree that if any security violations are believed to have occurred in association with **Your** account, **RedHosting** has the right to suspend access to the account pending an investigation and resolution.

You also agree that **RedHosting** has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold by or to **You**. Any use of our system in violation of law will result in account suspension and will be immediately reported to the appropriate authorities. **You** should assume that all of the data on **Your** site is subject to government search at any time and **You** agree that **You** have no expectation of privacy under the Fourth Amendment of the Constitution of the United States nor under any state or local authority.

9. BACKUP OF DATA

Your use of the service is at **Your** sole risk. **RedHosting** is not responsible for files and data residing on **Your** account. **You** agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on **RedHosting** servers.

10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of **RedHosting** or any other service with reference to services obtained through **RedHosting**, for unsolicited mass mailings, postings, text messaging, telephone solicitation, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause **Your** services to be terminated immediately and without warning and **You** will be held fully responsible for any damages to **You**, **RedHosting**, or any other party or parties resulting from any such conduct.

You agree to immediately discontinue permanently email solicitations or contact with any person who has requested that such contact be stopped.

The **RedHosting** network will not be used for any sort of data mining or similar activity. No unauthorized cookies or other software will be placed on another's computer through the **RedHosting** system without the recipient's express and specific consent, which consent shall be preserved for the duration of the relationship plus three years.

11. PAYMENT AND CANCELLATION

You agree to supply appropriate payment for the services received from **RedHosting**, monthly, in advance of the time period during which such services are provided.

You agree that all setup fees are non-refundable once setup is completed.

You agree that until and unless **You** notify **RedHosting** of **Your** desire to cancel any or all services received, those services will be billed on a recurring basis for the balance of the 1, 3, 6, or 12 month contract **YOU** have selected, and will automatically renew for the same term, rate and discount.

Should **You** elect to cancel the service **You** are required to do so through the procedures outlined at **TBD**. Should **We** elect to cancel or modify the nature or term of service **We** will notify **You** through the email address you have provided.

12. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication **You** may have had with **RedHosting** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

13. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

14. APPLICABLE LAW, JURISDICTION, AND SERVICE

This agreement shall be governed by the applicable laws of the State of Nevada, USA ("Nevada") and the United States of America. Customer agrees that all services provided by **RedHosting** shall be deemed to have been requested and provided in Clark County, Nevada. Customer further agrees that the Courts of Clark County, Nevada, shall have personal jurisdiction over Customer and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by **RedHosting**. **You** agree to accept service of process related to this agreement by email, fax, and/or ordinary mail, postage prepaid, to the most recent addresses provided by **You**.

15. ADDITIONAL TECHNICAL NOTICES

15. A - SECURITY AND CRACKING

Without limiting the general notices previously stated, **You** also agree that use of **RedHosting** services to engage in any type of fraud, "cracking", malicious behavior, or harassment is expressly forbidden. Interference with the proper operation of systems

reachable via the Internet is forbidden. Compliance with the acceptable use policies of any network or system with which you connect through our service is required. Forging e-mail, Usenet postings, or other messages is forbidden. Trafficking in pirated software is forbidden. Port scanning or the use of similar tools is forbidden.

Use of **RedHosting** services to publish or otherwise disseminate information about the availability of pirated software or other material that is being made available illegally, including the publication of a list of links to such material, regardless of disclaimers, is specifically forbidden. **We** do not condone or encourage any illegal material or behavior.

If inappropriate activity is detected, all accounts of the user in question will be deactivated until the investigation is complete. Prior notification to the user is not assured. We reserve the right to contact law enforcement regarding the activity.

This policy simply requires that **You** use **Your** accounts responsibly. Breaking into other systems, trying to break into **Ours**, forging messages, swapping games with **Your** friends and associates - all of this is illegal and inappropriate.

Because of the potential legal and technical risks these activities can present to our service, **We** deactivate first, and ask questions later. This is necessary to protect **Our** service for all customers.

15. B - SERVER SIDE PROCESSES

The installation or operation of any stand-alone, unattended server-side processes or daemons on **RedHosting** servers, with the exception of *cron jobs* subject to their own policy, is forbidden, except by special arrangement. This specifically includes IRC bots or clients as well as any network redirector programs. Use of such a process to accept network connections, for any purpose whatsoever, is expressly forbidden. Violation of this policy may result in immediate account termination without warning.

16. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on **RedHosting's** servers **You** are stating and acknowledging that **You** have read the aforementioned terms and conditions and that **You** understand such terms and conditions and agree to be bound by them.

17. VALID ACTUAL SIGNATURE REQUIRED

We agree to provide services only when we have a valid hard (meaning paper) and signed original or faxed version of this Agreement. Should **You** elect to send this to **Us** by facsimile, it should be sent to 1-702-478-2030, and **Your** facsimile signature will have the force and authority of law. If instead **You** elect to mail a signed version of this Agreement please direct it to:

RedHosting
1117 Desert Lane
Suite 2076
Las Vegas, NV 89102

Once **We** have received and approved the Agreement and your method of payment then **We** will also sign the Agreement and send a copy back to **You** by either fax or ordinary mail.

Agreeing to be bound hereby under the laws of the State of Nevada, there having been exchanged good and valuable promises the adequacy whereof as binding consideration in hereby irrevocably stipulated, the parties have set their hands as of the dates noted:

Trade Name of Customer Business: _____

Legal Name of Customer Business: _____

US Tax Identification Number: _____

Signature of Authorized Person for Customer: _____

Printed Name of Signer: _____

Title or Signer for Customer: _____

Place Signed (Must be in USA): _____

ACCEPTED BY REDHOSTING, INC.

By: _____

Title: _____

Date: _____