

## Acceptance

Falcon Digital Solution ("falcondigitalsolution.com"), is a provider of web hosting, electronic commerce, and e-mail solutions and other related services (collectively, the "Services"). The Services are provided through the servers, telecommunication connections and all related hardware, software, data storage and network interface connections and other such items, owned, operated or leased by Falcon Digital Solution and used in connection with the provision of the Services (the "System"). In these terms and conditions, "we", "us" or "our" means Falcon Digital Solution.

By accessing the System or using any of the Services, you agree, without limitation or qualification, to be bound by these terms and conditions and such other additional or alternative terms, conditions, rules and policies which are displayed or to which you may be directed in connection with any particular Service or website, as all of the same may be modified by Internet Names for Business from time to time (collectively the "Terms and Conditions"). Please note that the Terms and Conditions may be updated from time to time without notice to you, so please check back periodically.

## Domain name Parking and Registration

Your credit card will be billed by Falcon Digital Solution

There is no charge for indefinite parking of domains on Falcon Digital Solution servers or to transfer to another service provider.

Domain parking does NOT include web space or hosting services. You are not provided with the option to submit your own DNS entries as we are NOT a Registrar and therefore assume that you wish to obtain your hosting services directly from Falcon Digital Solution.

If you have registered a domain name in accordance with these Terms and Conditions, hosting services will be available 24 hours after the initialization process begins. This includes DNS Support and web hosting support.

Domain name payments are non-refundable. Once a domain name is registered, the WHOIS database stores the information and is kept there for a period of one year, until the date of renewal. Payment will NOT be credited back.

In the event there is a misspelling of a domain name, while being registered online, you as the customer must register the correct spelling of that name. There are NO refunds issued for misspelled domain names.

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Domain name Disputes.

1. You agree to be bound by the dispute policy which is incorporated herein and made a part of this Agreement ("Dispute Policy"). Please take the time to familiarize yourself with this policy.

2. You represent that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the domain name is not being registered for any unlawful purpose.

3. You acknowledge and agree that any third party may, for whatever reason, challenge the use of a domain name before an Administrative Domain Name Challenge Panel ("ACP") in accordance with the World Intellectual Property Organization ("WIPO") ACP rules. You further acknowledge and agree that the decisions of an ACP may determine your rights or other party's rights with respect to the use of a particular domain name and you agree to be bound by ACP decisions.

4. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. For any dispute, you agree to submit to the jurisdiction of the courts of the Province of Ontario.

5. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy,

to correct mistakes by Registrar or the Registry in registering the name or for the resolution of disputes concerning the domain name.

6. Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You also represent that you have provided notice of the Terms and Conditions to the third party and that the third party agrees to them.

7. The person named as administrative contact at the time the controlling user name and Password are secured shall be the owner of the domain name. You agree that prior to transferring ownership of your domain name to another person (the Transferee”) you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of the Terms and Conditions. Your domain name will not be transferred until we receive such written assurances or other reasonable assurance that the Transferee has been bound by the contractual terms of this Agreement (such reasonable assurance as determined by us in our sole discretion) along with the applicable transfer fee. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the Terms and Condition, any such transfer will be null and void.

#### Access Databases

Microsoft Access is not designed for, nor recommended for use on busy websites. We can not guarantee performance for websites which make use of Microsoft Access databases. We recommend using MySQL or MS-SQL for increased performance and reliability.

#### Easymail/Mailing Lists

EasyMail e-Mail Accounts are restricted to a maximum size of either 5MB or 50MBytes of space (depending on package type) on the EasyMail e-mail server. If this space is exceeded, this may result in e-mail being lost or your account being suspended or terminated.

EasyMail E-Mail Accounts are restricted to a maximum e-mail transfer of 20MB per Mail Server request. This is restricted by the Mail Server.

EasyMail Accounts are deleted in real time.

#### Heavy User Server

This server is available only upon approval by a senior Falcon Digital Solution officer.

## General

1. Falcon Digital Solution claims no control whatsoever over the content of the information passing through the Falcon Digital Solution System. Falcon Digital Solution makes no warranties of any kind, whether expressed or implied, with respect to the System or the Services including without limitation the warranties of merchantability or fitness for a particular purpose.

2. Falcon Digital Solution will not be responsible for any damage you suffer. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by our own negligence or your errors or omissions.

3. Falcon Digital Solution' System may only be used for lawful purposes. Transmission of any material in violation of any Federal, Provincial or local laws or regulations are prohibited. This includes, but is not limited to copyrighted material, material or material protected by trade secret.

4. Falcon Digital Solution has the right to refuse to host adult content and to remove it from its System at any time. Further, you are not permitted to distribute material promoting hatred against individuals or groups or any content, which may be deemed to be illegal according to the laws of your country of residence. We reserve the right to decline requests for web space rentals and to cancel any account at our discretion. You are also not permitted to distribute material promoting any form of network abuse (such as bulk spam mailers, sniffers, or hacking tools).

5. At Falcon Digital Solution' officer's discretion, access to Falcon Digital Solution System may be terminated or suspended at any time for breach of the Terms and Conditions or for abusive conduct on the system and/or the Internet and its resources as a whole. Sending spam (unsolicited email) from a domain or about a domain is considered abuse of the system and will result in the termination of your account. Falcon Digital Solution and its officers are deemed as authority to define abusive conduct to the system, and definitions may periodically change or be amended to previous ones.

6. You may not compile or install binary files other than the ones provided on the system. We do not make C compilers available for our web clients, and the PERL binaries provided will \*not\* have networking support (for example, socket.ph, ftp.pl, etc.).

7. You agree that our entire liability, and your exclusive remedy, with respect to any Services and any breach of the Terms and Conditions is solely limited to the amount you paid for such Services. We and

our agents and contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to:

loss or liability resulting from access delays or access interruptions;

loss or liability resulting from data non-delivery or data mis-delivery;

loss or liability resulting from acts of God;

loss or liability resulting from the unauthorized use or misuse of your account identifier or Password;

loss or liability resulting from errors, omissions, or misstatements in any and all information or services provided;

loss or liability resulting from the interruption of the Services

You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$500.00) dollars.

8. You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including lawyers fees, relating to or arising under the Terms and Conditions, the Services or your use of the Services, including without limitation infringement by you, or someone else using the Services with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the Services. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of the Terms and Conditions and may result in deactivation of your domain name.

9. Use of any information obtained via Falcon Digital Solution' System is at your own risk. Falcon Digital Solution specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

10. Telnet and Shell Access is strictly prohibited.

11. You may use FTP to access your home directory for the purpose of installing and editing your web pages as often as necessary.

12. These Terms and Conditions supersede all previous representations understandings or agreements and shall prevail notwithstanding and variance with terms and conditions of any order submitted.

13. If the disk usage, transfer limit or number of email accounts of a hosted package is exceeded, the user's account will be charged for extra bandwidth, disk space and/or email accounts according to our present pricing policy. Warning messages will be emailed to users as they exceed 80% and 90% of their packages respective bandwidth and disk space limits. Annual accounts that incur extra usage charges will be invoiced separately. If payment for extra usage is not received within two weeks of the invoice date, the expiry date of the account will be adjusted according to the amount outstanding.

14. Without prior notification, Falcon Digital Solution reserves the right to suspend or terminate accounts, remove or modify any files which are deemed to be a threat to the functionality or existence of Falcon Digital Solution' System.

Falcon Digital Solution reserves the right to charge the holder of the account used to send any unsolicited e-mail or compromised a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Falcon Digital Solution

15. Cancellations will NOT generate ANY refund.

16. If your account generates unusually high web traffic, we may require the site to be placed on a designated server resulting in additional cost to you. We reserve the right to make this determination at our sole discretion.

#### Malicious Content

Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by Falcon Digital Solution of an issue, we reserve the right to leave access to services disabled.

#### Action on Suspended Accounts

Falcon Digital Solution reserves the right to terminate any account that has been in a suspended or deactivated state for thirty (30) days which will result in the loss of all data stored on the account. Suspension can be for non-payment of overdue invoices or hosting malicious content, using your website to scam the public.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED