

Terms Of Service

ChicagoVPS Web Hosting Services Agreement:

The Terms and Conditions set forth herein constitute the full and complete agreement between you and ChicagoVPS (doing business as and hereinafter referred to as "ChicagoVPS") Your agreement to be bound by these terms is acknowledged by your use of the ChicagoVPS Web Site, Hosting Services, Support Services and any ChicagoVPS software made available to you. The terms contained herein supersede and replace any other agreement or negotiation between you and ChicagoVPS whether oral, written or otherwise including any statements made by any representative of ChicagoVPS at any time.

1 FEES; PAYMENT OF FEES

1.1 Fees - ChicagoVPS charges the following fees where applicable. All such fees are subject to change with 30 days notice. Not all fees are applicable to all accounts.

1.1.1 Set-Up Fee – This is any one-time fee that may be charged in connection with the establishment of a new account.

1.1.2 Service Fee – This is the fee for your monthly, annual, bi-annual, or greater web hosting services.

1.1.3 Domain Registration Fee – This is the fee for the registration of a domain name and is nonrefundable.

1.1.4 Other Service Related Fees – These are fees for additional services that you may choose to add to your account.

1.2 ChicagoVPS also reserves the right to alter, change, amend or delete fees at its sole discretion. ChicagoVPS further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.

1.3 ChicagoVPS reserves the right to offer subsequent promotional rates which may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not affect the then existing rights and responsibilities of each party. ChicagoVPS also reserves the right to change the rate charged for any such fee under this agreement with 30 days notice.

1.4 Payment of Fees - ChicagoVPS accepts payment by Credit Card (Visa, MasterCard, Discover, American Express), and by personal check, cashier's check, Paypal, electronic check, or money order. In addition, ChicagoVPS may from time to time allow additional forms of payment; however, the offering of a particular form of payment does not obligate ChicagoVPS to continue to offer that form of payment in the future. The current list of payment options will be displayed during the order process. If you have any questions concerning the current available payment options contact us.

1.5 Payment by Credit Card and Electronic Check

1.5.1 Prior to activation of your user account and at any applicable time thereafter you agree to allow ChicagoVPS to charge your provided credit card or bank account. You also agree at stated regular intervals the agreed service fee amount for the stated period (together with any ChicagoVPS set-up charges, registration fees, or any other charges outlined herein) may be applicable. You further authorize ChicagoVPS to charge your credit card or bank account for all subsequent period fees at (or a reasonable period in advance of) the commencement of any such subsequent period. You agree to maintain current valid

existing credit card or bank account information with ChicagoVPS for the purpose of satisfying the ChicagoVPS charges as they become due. Refusal or rejection of any such charge or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein.

1.6 Payment by Check, Money Order

1.6.1 Prior to activation of your user account you agree to submit a check payable in U.S. dollars against a bank located within the United States. ChicagoVPS is under no obligation to initiate service until the proceeds of such check have been cleared by such financial institution and have been received by ChicagoVPS. Invoices will be submitted to the email address on file for you as a courtesy only and you agree to receive such invoices via email. Payments for subsequent fees are due and payable immediately upon invoice and in no instance later than the expiration of the last day of the previous period without regard to any invoice. It is your responsibility when paying by check to make sure that your payment is received by ChicagoVPS. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such check for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such check for any reason whatsoever or any portion thereof is grounds for account suspension and termination at the sole option of ChicagoVPS under Paragraph 8 herein.

1.6.2 It is recommended that in order to avoid any service interruption that you submit your payment to ChicagoVPS a sufficient time before the expiration of the current service period so that it reaches ChicagoVPS in advance of the renewal date.

1.7 Verification of Dedicated Servers

1.7.1 Prior to activation of the 5th dedicated server through ChicagoVPS we require a copy of your Drivers License to verify identity.

1.7.2 All applicable partners and investors are also required to verify their identity if they pay any of the fees listed herein.

1.7.3 All drivers licenses must be photocopied front and back and sent to verification@chicagovps.net.

1.7.4 Drivers licenses are required to be updated at the time of expiration or legal action such as changing of name or change of address, but not limited to; we may put a hold on your account for future upgrades until all of the drivers licenses are updated and current.

2 WEB HOSTING SERVICES

For the term of the agreement as set forth herein ChicagoVPS agrees to provide Web Hosting Services according the plan selected by you upon activation of your account. ChicagoVPS reserves the right to change, amend and otherwise alter the services provided with equivalent or otherwise equal services without prior notice to you. The specifics of any particular offer are contained within the offer itself as published on the ChicagoVPS website at the time you create your account and remain in effect throughout the term of your agreement. The specifics of all current offers are located within the ChicagoVPS Website located at www.chicagovps.net. Web Hosting Services shall be defined as server space and data transfer allowances for the purposes of displaying a business or personal website.

3 ACCEPTABLE USE

ChicagoVPS strictly enforces compliance with its Acceptable Use Policy which may be found on the ChicagoVPS Website located at www.chicagovps.net. The terms of the Acceptable Use Policy are incorporated into this agreement as though they were fully set forth at length herein. You agree to maintain your website in full compliance with the terms of the Acceptable Use Policy. Failure to so comply is cause for immediate suspension and termination under paragraph (8) herein. ChicagoVPS reserves the right to refuse to provide service to anyone at their sole option.

4 LICENSE

ChicagoVPS, subject to the terms and conditions set forth herein, hereby grants you a non-exclusive, limited, personal, license to use the ChicagoVPS Web Hosting Service for the term of the agreement as set forth herein. Your rights under this agreement may be assigned only upon prior notice and express approval by ChicagoVPS. Any other assignment is null and void.

5 OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIALITY

5.1 It is understood and agreed that during the term of this agreement and thereafter you may come into possession of information which is the confidential and proprietary information of ChicagoVPS including but not limited to the ChicagoVPS customer service and maintenance tools. You acknowledge that all right and title to any such ChicagoVPS intellectual property shall remain the sole property of ChicagoVPS and that you have no right, title or interest therein. You further agree not to provide access to the ChicagoVPS services to any third party. You agree that you are not to assist any third party or to instigate yourself in any way to use, translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the ChicagoVPS Services. Any and all right or title to any engineering, coding, programming or customer service work-around or other modification of the ChicagoVPS service shall also remain the sole property of ChicagoVPS.

5.2 During the term of this agreement you may have access to certain information and materials relating to the ChicagoVPS business, customers, software technology and marketing which ChicagoVPS treats as confidential (hereinafter "Confidential Information"). You agree to at all times during the term of this agreement and otherwise as set forth herein: (i) hold in confidence, and not disclose or reveal to any person or entity, any "Confidential Information" without the express prior written consent of ChicagoVPS; and (ii) not use or disclose any of the "Confidential Information" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

5.3 You are the sole owner of any information that you post within your account area. ChicagoVPS does not normally review or edit the information posted within your account. Notwithstanding the above ChicagoVPS specifically reserves all right to edit, change, remove or delete any information posted in violation of this policy, the ChicagoVPS Acceptable Use Policy or any applicable law, order or public policy. ChicagoVPS is not your partner, associate, joint venturer or agent with respect to any information placed by you on the ChicagoVPS servers.

6 TERM

The initial term of this agreement shall be the period selected by you at the commencement of your account. Periodic accounts (monthly, annual, biannual) are automatically renewed and are charged in the same manner you selected at the commencement of your account. Any Additional services are renewed for the same period as the corresponding hosting service. A listing of all the presently available plans is available on the ChicagoVPS website located at www.Chicagovps.net.

7 SUSPENSION AND TERMINATION

7.1 Suspension - At the sole option of ChicagoVPS for any reason set forth herein or in the event that you breach any term of this agreement including but not limited to Section 1 (Payment of Fees) or any violation of the ChicagoVPS Acceptable Use Policy, ChicagoVPS may suspend your account by deactivating any access by you and by web users to any information contained on the ChicagoVPS servers related to your account while maintaining the information and data related to your account upon the ChicagoVPS servers. Suspension shall specifically include the disabling of your hosted domain and any access to information or data related to your account. In the event of any such suspension you will be notified. At the option of ChicagoVPS you may be given an opportunity to correct such breach or violation. Upon being notified of an opportunity to correct such breach or violation, if such breach or violation is not corrected the account may be terminated under paragraph 7.2. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

7.2 Termination - This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the ChicagoVPS servers. Such information or data may or may not be made available to you by ChicagoVPS after any such termination. This agreement may be terminated either (a) after a period of suspension as set forth in paragraph 7.1 or (b) except as otherwise stated herein by either party upon 7 days notice in advance of a renewal period for any reason.

8 INFORMATION USAGE AND COMMUNICATIONS

8.1 You hereby consent and agree that as to any information which ChicagoVPS may collect from you and maintain with respect to you, including but not limited to your account information, dates of service, billing address, billing records, usage statistics, site statistics, services purchased, domain name purchases, correspondence to or from ChicagoVPS concerning you or your account, or other information which in ChicagoVPS sole judgment is reasonable, ChicagoVPS may disclose such information to public or private third parties as applicable law may require or permit. The decision as to whether to disclose such information as may be required, permitted or otherwise reasonable shall be within the sole discretion of ChicagoVPS and may include but shall not be limited to (1) compliance with court order, subpoena or other request of any State or Federal government, (2) compliance with the Electronic Communications Decency Act, (3) compliance with the Digital Millennium Copyright Act (3) compliance with the ChicagoVPS Terms of Service or other policies

8.2 During the term of this agreement you agree to receive periodic emails, telephone calls, or SMS messages concerning your account, system conditions, changes, updates and schedules.

8.3 You agree to provide and at all times during the term of this agreement maintain true and accurate account information on file with ChicagoVPS specifically including your Name, Address, email address, telephone number, billing information and any other account information requested at any time during the sign up process. You further agree that the failure to provide or maintain such accurate information is a material breach of this agreement and subjects your account to suspension and termination as set forth in paragraph seven (7) herein.

8.4 You agree to the terms of the ChicagoVPS Privacy Policy located at www.chicagovps.net.

9 NOTICE

9.1 Any notice under this agreement shall be given by ChicagoVPS to you via email at the address provided by you to ChicagoVPS at the commencement of this agreement or as ChicagoVPS is subsequently advised. Notice to you at this address is deemed sufficient regardless of your receipt of such email. If you wish to update your email address you should do so by contacting customer service via the ChicagoVPS website located at www.chicagovps.net.

9.2 Any notice by you to ChicagoVPS shall be made by submitting a request to notice@chicagovps.net and is effective only upon receipt by ChicagoVPS of any such notice. Such notice may also be sent via United States Mail to the following Address: MH ChicagoVPS Division, 63 Lanoche Ct. Williamsville, NY 14221

10 SURVIVAL

Sections 1, 3 through 6, 8, 9, 10, 12, 13, and 15 through 21, inclusive, of this agreement shall survive the termination of this agreement and shall remain in full force and effect after any such termination.

11 WARRANTIES AND LIMITATIONS

11.1 ChicagoVPS makes every reasonable effort to maintain operation of the ChicagoVPS service; however, because many events and circumstances are beyond the control of ChicagoVPS, ChicagoVPS does not in any way warrant or otherwise guarantee the availability of the ChicagoVPS system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of ChicagoVPS.

11.2 THE CHICAGOVPS SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 In general, ChicagoVPS has no control over information contained on the Internet. Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. ChicagoVPS accepts no responsibility for any information which you receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the

reputation of the individuals with whom you may deal. ChicagoVPS provides no warranty for any goods or services which you obtain over the Internet nor the compatibility of any such services with the ChicagoVPS system.

11.4 You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

11.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU TO CHICAGO VPS IN THE THREE MONTHS IMMEDIATELY PROCEEDING ANY ALLEGATION OF ENTITLEMENT TO SUCH REMEDY. IN NO EVENT SHALL CHICAGO VPS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES

12 INDEMNITY

12.1 You agree to fully defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of ChicagoVPS in any way related to your use of the ChicagoVPS service or any portion thereof.

12.2 You agree to fully defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the ChicagoVPS service or any portion thereof. Choice of counsel remains exclusively that of ChicagoVPS

12.3 You agree that upon the assignment of your user ID and password that you will maintain the confidentiality of your account information and assume all responsibility of and from any loss, theft or other destruction of any data as the result of any access to your account via the use of your user ID. You further agree to defend and indemnify and hold harmless ChicagoVPS of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and arbitration fees and costs incurred (whether paid or not) as the result of any claim for damages in any way related to the disclosure of your confidential User ID and Password information. Choice of counsel remains exclusively that of ChicagoVPS.

13 FORCE MAJEURE

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable

control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14. U.S. EXPORT CONTROLS

Software available in connection with the ChicagoVPS services is subject to United States export controls. No Software may be downloaded from ChicagoVPS or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using any downloaded Software or software component is at your sole risk.

15 ASSIGNMENT

Your rights under this agreement may be assigned only upon prior notice and express approval by ChicagoVPS. ChicagoVPS may assign its rights hereunder to any person or entity who shall become a principal owner, or shareholder of ChicagoVPS. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

16 SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

17 CHOICE OF LAW

This Agreement shall be interpreted under the laws of the State of New York without regard to any conflict of laws or provisions. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be enforced in the Superior Court of the State of New York, County of Erie. The parties to this agreement hereby consent to jurisdiction in that court and agree to accept service by mail and hereby waive any defense of any kind related to jurisdiction or venue.

18 NO AGENCY

Notwithstanding any other provision of this agreement, ChicagoVPS is not your agent, partner or joint venturer in any respect.

19 AMENDMENT

ChicagoVPS may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the ChicagoVPS web site in place of the old. Each and every such amendment shall become effective immediately for all pre-existing and future accounts.

20 REQUIRED NOTICES

20.1 Copyright Infringement Claims - Any notice concerning any claim of copyright infringement should be addressed to MH - ChicagoVPS Division, COPYRIGHT INFRINGEMENT CLAIM, 63 Lanoche Ct, Williamsville, NY Telephone 716-435-7305 ICANN Uniform Domain-Name-Dispute-Resolution Policy.