



Inexistence.org Acceptable Use Policy (Draft 1.3 October 22, 2009)

AGREEMENT

Inexistence.org is an interactive online service provider of Internet web hosting. This agreement sets forth the Standard Terms and Conditions that apply to uses of Inexistence.org services. The User henceforth agrees to compliance with all terms of service use.

RELATIONSHIP

The relationship between the User and Inexistence.org is that of User and service provider only. In the event of a violation of any terms and/or conditions set forth in this agreement, Inexistence.org reserves the right to immediately terminate the services provided to the User, with the User being fully responsible for any and all attorney's fees incurred by Inexistence.org regarding this agreement at all trial and appellate court levels.

INTELLECTUAL PROPERTY RIGHTS referred to as **IP**

In the event of website design and code for The User is provided by Inexistence.org or it's Partners **IP** is claimed by Inexistence.org or it's Partners unless The User is provided with **IP** ownership documentation. The usage of **IP** is reserved by Inexistence.org and it's Partners for the following: Advertisements, Print, Secondary Usage (derivatives of code in it's entirety or in part), Promotional materials, and other forms entirely at the discretion of Inexistence.org and it's Partners.

EXCEPTIONS: Original multimedia created by The User [graphics, artwork, musical works, etc]

IP is retained by The User.

UNAUTHORIZED USE

Questions regarding acceptable use of Inexistence.org should be sent to abuse@inexistence.org.

Unauthorized use of Inexistence.org services includes, but is not limited to, the following examples: illegal or criminal activities; sending or posting fraudulent or harassing electronic messages (including "spamming"-sending a message's content to an unreasonable number of mail addresses or message areas, as well as unsolicited mailing of commercial sales pitches); posting messages to public message areas which violate any restriction in that area's charter or policy; use, attempted use or possession in one's account of programs in order to interfere with Inexistence.org's system, defraud customers or gain unauthorized access to computers, networks, file areas or system privileges; taking unauthorized actions on IRC servers, such as cloning and running bots intended to take malicious action; placing pictures of nudity in Inexistence.org WWW directories; or, placing files containing commercial software in file areas accessible by the public.

User shall not allow unauthorized connections to Inexistence.org, unauthorized reselling of Inexistence.org, or the solicitation of Inexistence.org users to become customers of other online service providers in competition with Inexistence.org, nor shall the User make any unauthorized copies or duplications of any Inexistence.org material, advertising, forms, brochures, pamphlets and the like which is the property of Inexistence.org.

Any User attempting to harm or cause damage to Inexistence.org equipment in any way will be billed at \$250.00 per hour, with a minimum billable time period of 1 hour, to track the offending User and repair any damage they may have caused.

Refunds for accounts closed due to a direct violation of the User Policy Agreement will only be granted at the discretion of Inexistence.org.

VIOLATION RESPONSE

Inexistence.org may take any one or more the following actions in response to violations of this Acceptable Use Policy:

- * Issue written or verbal warnings
- * Suspend the customer's account

- * Terminate the customer's account
- * Deny the customer future service
- * Bill the customer for administrative costs and/or reactivation charges, as appropriate.

TECHNICAL SUPPORT POLICIES

Inexistence.org offers free technical support to assist customers with the setup and configuration of Inexistence.org Internet Web Hosting accounts.

Web Based Technical Support: <https://support.inexistence.org>

Inexistence.org web-based technical support is to be used when a customer requires assistance with problems concerning the sending and receiving of Internet E-Mail as well problems with the User's website.

Inexistence.org web-based technical support is not to be used for other applications, including but not limited to, questions regarding writing WWW pages, nor for assistance on how to use any operating system (e.g.Windows, MacOS, or Unix) unless otherwise stated in your user welcome contract.

Users may also receive E-Mail based technical support from support@inexistence.org provided they are subscribed members of the support site listed above.

Or from the addresses listed in the email announcement on the web based support site.

E-Mail messages are answered based on priority and most messages will be responded to by the next business day after receipt.

Inexistence.org does not offer technical support by means other than E-Mail or Web Based. Support is not available by visiting our administrative offices, nor do technicians make personal visits to customer's premises.

Inexistence.org does not offer technical support for Internet connections to other Internet providers or customers, or any other problem related to our customers connection to the Internet. Inexistence.org Technical Support is unable to provide support for "alpha", "beta" or pre-release software. Inexistence.org Technical Support is only able to provide technical support for products or services sold directly by Inexistence.org.

Inexistence.org is not responsible for the performance of services provided by organizations outside of Inexistence.org: including the quality of a customer's phone lines, the speed of Internet connections not owned or operated by Inexistence.org, the operation or reliability of any Internet server or computer not owned or operated by Inexistence.org.

BILLING PERIOD

All new services provided by Inexistence.org will be billed once per year one month in advance and will include all applicable local, State and Federal taxes. Any additional hourly charges or single-use special charges will be billed during the following invoice cycle. Credit card authorized payments will be billed in the same manner. Accounts are not invoiced on a monthly basis and must be applied to a credit card.

Accounts shall automatically renew at the end of their term date.

Payments not received within 30 days of invoicing will be subject to a 1.5% financing charge. Inexistence.org reserves the right to terminate or discontinue service at any time.

RETURNED CHECKS

A returned check charge of \$25.00 will be incurred for all returned checks.

BILLING DISPUTES

In case of any billing disputes, you must notify, in writing, the Billing Department (billing@inexistence.org) no later than 60 days after the date the alleged billing error first arose, whether on invoice or a charge against your credit/debit card. Failure to do so will waive your right to further contest of the charge(s).

CANCELLATION POLICY

Charges are not prorated if you choose to cancel your account prior to the end of your billing period. You may elect to have your account closed at the end of the current billing cycle.

DISCLAIMER

The Inexistence.org service provided is provided on an as is, as available, basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Inexistence.org expressly disclaims any representation or warranty that the Inexistence.org service will be error-free, secure or uninterrupted. no oral advice or written information given by Inexistence.org, its employees, licensors or agents will create a warranty; nor may you rely on any such information or advice. The terms of this section shall survive the termination of this agreement for whatever reason.

Under no circumstances, including negligence, will Inexistence.org, or its affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Inexistence.org service, including but not limited to reliance on any information obtained on the Inexistence.org service; or that result from mistakes, omissions, interruptions, deletion of files or E-Mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Inexistence.org records, programs or services. You hereby acknowledge that this provision will apply whether or not Inexistence.org is given notice of the possibility of such damages and that this provision will apply to all content, merchandise or services available from Inexistence.org or its affiliates. the terms of this section shall survive any termination of this agreement.

MODIFICATION OF TERMS

Inexistence.org reserves the right to modify this policy at any time and without advance notice.

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