

**USE OF YOUR ACCOUNT CONSTITUTES
YOUR AGREEMENT TO ABIDE BY THESE TERMS.**

1. Parties and Term

- 1a. This is a contract between, BurntHost, LLC, hereinafter referred to as BurntHost, and _____(you). **BY USING AN ACCOUNT WITH BURNTHOST YOU AGREE TO THE FOLLOWING CONDITIONS.** If you should not agree to these terms you have three days from account initiation to notify BurntHost.
- 1b. The term of this contract is 30 days and will rollover unless cancellation is not received by the end of the current month. Payment for service is due before the end of the current month. Accounts in arrears are subject to discontinuation of service as described in section 11

2. Lawful use

- 2a. BurntHost services may be used only for lawful purposes. Transmission or solicitation for reception of material which violates US Federal or Illinois State Law, or State Law of the state you reside in is prohibited. This includes material that is threatening, legally obscene, libelous, or violates trade-secret, patent or copyright protections.
- 2b. Material passed via BurntHost to other networks must comply with the other network's rules and regulations.
- 2c. You agree to indemnify and hold harmless BurntHost and its owners from all claims which are a result of your usage without limitation, such as and not limited to, electronic trespassing.
- 2d. You agree not to obstruct the system's identification procedures in electronic communications which you initiate. Anonymous services may be used provided that you do not attempt to impersonate others.

3. Security

- 3a. You agree that the security of your account, including the password, is your responsibility and that all use which emanates from your account will be considered to be undertaken by you unless it can be shown to have been an unauthorized intrusion. You agree to notify BurntHost immediately if you believe that your account has been or is being compromised.
- 3b. Spamming is prohibited. The transmission of unsolicited advertising through mass-electronic mail, Usenet postings to inappropriate groups, or other direct transmission is prohibited and may result in immediate disconnection of service.
- 3c. You agree not to abuse the system and its resources, including any quotas on disk usage which may be imposed and policies on the use of resources (such as Usenet) which reach beyond this system. You agree not to attempt to violate the security of this system or its authentication and accounting procedures.
- 3d. You agree not to make any deliberate attempt to cause traffic levels to BurntHost or other networks to rise without reason or for malicious purpose (i.e.: transmitting large files to people for malicious or nefarious purposes or "mail bombing").
- 3e. You agree not to engage in any "cracking" or system compromise to which BurntHost is a part or in any way involved.
- 3f. You agree not to attempt to defeat any idle timer or system tool intended to prevent your connection from being "nailed up" continually. This includes, but is not limited to, "pingbots" or other methods of avoiding timed disconnection.
- 3g. We will cooperate fully in any investigation which is requested by parties alleging to be impacted by your behavior while using BurntHost Internet resources, and reserve the right to turn over any evidence of illegal activity which we discover in these investigations to the appropriate authorities.
- 3h. You agree to respect the Copyright of all data items on the system.
- 3i. The Internet is a public network. You accept responsibility for the security of your resources connected to the Internet. Firewalls increase security but do not guarantee it.
- 3j. BurntHost will do all in its power to assure that our connections remain as stable as possible. However, due to the nature of the Internet, BurntHost can make no warranties or representations of any kind for the services provided. BurntHost is not responsible for any loss you suffer as a result of using the Internet, including but not limited to loss resulting from delays, improper or incomplete delivery of information, possible "computer viruses" or invasion or interruption of service, regardless of cause.

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3k. BurntHost maintains a regular back-up procedure as part of disaster recovery plans. **Due to the nature of maintaining public Internet servers, data loss experienced by customers is not BurntHost's responsibility.** Customers experiencing data loss will not be subject to compensation. Customers are responsible for maintaining copies of their own data in case of loss or corruption. **It is BurntHost's expectation that YOU will maintain copies of all data that may be present on BurntHost servers.** BurntHost's Back Up Services are provided as a service to enable you to create and download backups. It is the user's responsibility to maintain "off-site" backups for your data protection.

4. Technical support

4a. BurntHost presumes that you or your technical liaison are technically literate and know how to work with the service you request from us. BurntHost makes no guarantees of providing any educational support. Any help whatsoever provided by BurntHost is provided completely at BurntHost's discretion.

4b. Technical support is available via email only. Send requests to support@burnthost.com. Consulting outside of issues related to the service provided is beyond the scope of the service provided herein.

5. Individual usage

5a. Unless contracted otherwise, accounts are for individual use only and resale of BurntHost resources is explicitly prohibited. Please contact BurntHost to discuss account classification if you require multiple system or user service under a single account, or wish to resell BurntHost service.

6. Email transfer

6a. Because of the nature of the Internet, BurntHost does not guarantee e-mail delivery.

7. Severability

7a. Violation of any of the terms and conditions of service may result in the immediate termination of service without notice, cancellation of your contract and the forfeiture of the remainder of your contract fee. Serious violations may result in civil or criminal prosecution.

7b. BurntHost may discontinue any or all classes of service at its discretion. Should BurntHost exercise this right, subscribers with more than one month subscription remaining will receive a pro-rated refund.

8. Domain name registration

8a. BurntHost does not take responsibility for the continuing maintenance of the domain name. Because of the decentralized nature of the domain name system, once changes are made, it may take as long as ten (10) business days for new domain name information to be updated across the Internet as a whole.

8b. **By registering a domain via Burnthost you agree to the Domain Name Registration Agreement located online at <http://www.burnthost.com/policies/dra.pdf> As well as the ICANN Uniform Domain Name Dispute Resolution Policy that can be read at: <http://www.icann.org/dndr/udrp/policy.htm>**

9. Age requirement

9a. BurntHost requires that our agreements be made with a person who is qualified to contract. As such, if you are under the age of 18 years, must have a parent or guardian register an account.

9b. If you are the guardian or parent of a minor who is requesting access, read these pages in their entirety. Some material on this system may concern adult themes or subject matter. Please contact us if you have concerns. By signing this application you are agreeing to actively monitor the material your child accesses to prevent any inappropriate activity for your child's age group and experience, and to be responsible for his or her actions while on-line.

10. Contact information

10a. You agree to notify us if you move or otherwise change your mailing address. You further agree to provide a regular postal address which is your primary legal residence. BurntHost will not disclose this information to any third party except upon the presentation of a valid warrant or court order. We reserve the right to use this information for internal accounting.

11. Payment, cancellation, adjustment refund policy

Mark Hubert
Feb 24, '02, 8:33 PM
Added: Space

BurntHost Service Agreement v2.1

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- 11a. BurntHost bills in advance of service.
- 11b. BurntHost will send invoices at the beginning of each month. Payment is due by the end of that month. Accounts will be disabled if payment is not received prior to the new service month. Should BurntHost not receive payment by the 15th your site will be deactivated.
- 11c. BurntHost may be required by law to apply tariffs to some or all services and products. If this should occur, then the terms set forth in the applicable tariff shall govern BurntHost's delivery of, and your consumption or use of such services and products.
- 11d. You must notify us by e-mail or postal mail. Users who cancel their accounts during a subscription term at any time or manner other than as noted above are not entitled to a refund of the unused portion of their fee.
- 11e. Adjustments beyond those explicitly described in this section are at the sole discretion of BurntHost management.

12. General

- 12a. This agreement supersedes any written or oral understanding, unless said modifications are signed by a corporate officer of BurntHost. It may be appended with the inclusion of extended service contracts. Purchase Orders containing modifications to these terms and conditions will be refused by BurntHost.
- 12b. BurntHost reserves the right to change these terms and conditions at any time, as well as the services offered. Any changes to these terms will be e-mailed to your account and shall constitute proper notice.
- 12c. You may not use BurntHost services without the written consent of BurntHost.

13. Demo, barter and other free-of-charge accounts

- 13a. Accounts and data may be cancelled without warning.
- 13b. You may be subject to service charges if you fail to fulfill any one or more qualifications for service free-of-charge, as defined by BurntHost prior to service start or 30 days after written notice of a change in BurntHost policy.
- 13c. You will be billed for services outside those offered free-of-charge at standard BurntHost rates.

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