

## Terms of Service

This Web Hosting Agreement is between Lexnet Ltd and the person/persons who use our website hosting and domain service. Please read carefully to ensure you understand our terms before purchasing any of our products or services.

### Services

Lexnet agrees to provide the services stated for the price agreed at any given time. We do not miss lead customers with hidden costs unlike many other web hosting companies.

### Terms

All customers are responsible for monitoring their storage space and bandwidth transfer each month. Customers who go over the limit of their account will be sent an email with the option to either upgrade their account or reduce store and or storage. If customers continue to go over we will do everything possible to fix the problem. We do hold to right to ban accounts for continuous problems. If customers sign up for an account and cancel it within the first month they will still be charged for the full first month.

### Payments

Renewal notices are emailed three days before the actual renew date in your account. If your using a credit card you will not have to worry about manuel payments. All accounts are set up on a pre-pay basis. If payment is not received within 7 days a \$5 fee will be added. Lexnet reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. YOU are responsible for all fees owed on the account from the time it was established to the time that YOU notify Lexnet to request for termination of services. We are based in the New Zealand thus our websites currency is NZD. YOUR particular billing cycle corresponds to the contract length that was initially chosen at setup. YOUR account will automatically renew at this length unless cancelled before hand. There is no fee for cancelled accounts that have been paid for yearly. If you cancell an account on the monthly billing cycle Lexnet can not refund any payments made before.

All annual payments are non refundable once the 30 day money back guarantee has passed. The only time your annual plan will end is if your account does not comply with our terms of service/acceptable usage policy. Both monthly and annual payments are non-refundable if your account does not follow our terms of service/acceptable usage policy.

## Cancellation and Early Termination

Customers must acknowledge that the amount of the services bought is based on customers agreement to pay the fee for the initial term or renewal term.

### Server Abuse

Any attempt to undermine or cause harm to a server or customer of Lexnet is strictly prohibited.

Lexnet will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include 'Internet scamming' (tricking other people into releasing their passwords), password theft, security hole scanning, etc.

Any unauthorized use of accounts or computers by YOU, whether or not the attacked account or computer belongs to Lexnet, will result in action against YOU. Possible actions include warnings, account suspension or cancelation, as well as civil or criminal legal action, depending on the seriousness of the attack.

**IMPORTANT NOTE** - Lexnet has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions shown below **WITHOUT WARNING or PRIOR NOTICE**. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.

YOU may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, upload scripts (Rapidleach), pornographic content, illegal content, copyright infringement, trademark infringement, warez sites (including links to/from), cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by Lexnet to be unacceptable use of our services including abuse of server resources.

**WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS** - All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. YOU are responsible for and should evaluate YOUR web-based applications and scripts on a regular basis to ensure their security and orderliness.

Shared hosting accounts may also be terminated if it includes the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers); displaying material that exploits children under 18-years of age; acts of copyright infringement including offering pirated computer programs or links to such programs; information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

## Disk Space Abuse

Lexnet will be the sole arbiter as to what constitutes a violation of this provision. You are responsible for monitoring your disk space usage. If you need extra disk space contact one of our staff and they will be happy to help out. You can also upgrade your hosting plan from inside your Lexnet client account.

## Bandwidth Abuse

The intention of Lexnet is to provide a large bandwidth to transfer web documents, and not an offsite storage area for electronic files. If YOU violate this condition, YOU will be notified and given 48 hours to remedy the problem. Failure to do so will result in YOU being billed for the overages.

Traffic will go unmonitored until YOU reach the amount of quota allocated to YOUR specific PLAN. Lexnet will be the sole arbiter as to what constitutes a violation of this provision.

## AUP

Customers agree to use our services under the [Acceptable Usage Policy](#) which is here by incorporated with this agreement. Customers agree that Lexnet hold the right to change their AUP at any time to meet web hosting standards and laws. Amendments to the AUP are effective on the earlier of Lexnet notice to Customer that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. Customer agrees to cooperate with Lexnet reasonable investigation of any suspected violation of the AUP. In the event of a dispute between Lexnet and a Customer regarding the interpretation of the AUP, Lexnet commercially reasonable interpretation of the AUP shall govern.

## Customer Information

Customer represents and warrants to Lexnet that the information he, she or it has provided and will provide to Lexnet for purposes of establishing and maintaining the service is accurate. If Customer is an individual, Customer represents and warrants to Lexnet that he or she is at least 18 years of age. Lexnet may rely on the instructions of the person listed as the Primary Customer Contact on the Order with regard to Customer's account until Customer has provided a written notice changing the Primary Customer Contract.

## UNSOLICITED EMAIL & SPAMMING

Unsolicited commercial advertisements ('SPAM') are not allowed in e-mail, and will likely result in account cancelation. Lexnet takes a zero-tolerance approach to SPAM originating from its servers or for spam advertising of domains hosted within our network. If found, YOUR account may be deleted.

The following activities are not allowed: SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such messages may only be sent to those who have explicitly requested it from your domain); Forging, altering or

removing electronic mail headers - any domain sending stealth spam will be terminated without warning and without refund. Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ('mail bombing'); Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancelation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. Sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such; Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, YOU must not send that person any further messages.

NOTE - If YOU use the services of another provider to promote a website hosted by or through Lexnet ('spamvertising'), then the provisions of the above policy shall apply as if the SPAM were sent through our servers.

## 99.99% UPTIME GUARANTEE

(1.) COVERAGE - This 99.99% uptime guarantee applies to any Customer in good financial standing with Lexnet at the time of a service outage.

(2.) SERVICE LEVEL AGREEMENT ('SLA') & SPECIFICATIONS - Lexnet endeavors to have the content of YOUR website available for http access by any party in the world 99.99% of the time. Network downtime ('unavailability') is defined as 100% packet loss from Lexnet to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via Lexnet's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling the Lexnet NOC.

Lexnet's administrators will determine the end of the downtime by a traceroute to YOUR machine from outside the Lexnet network.

(3a.) SHARED HOSTING CREDITS - In the event that YOUR website is unavailable for less than 100%, Lexnet will credit the following month's service fee as follows. YOUR credit shall be retroactive and measured in 24 hours a day of a calendar month, with the maximum credit not exceeding 50% of the monthly service charge for the affected month.

- 95% to 99.9% - YOUR account will be credited 10% of your monthly hosting fee
- 90% to 94.9% - YOUR account will be credited 20% of your monthly hosting fee
- 89.9% or below - YOUR account will be credited 50% of your monthly hosting fee (3b.)

Credit shall not be provided to YOU in the event that you have any outage resulting from:

- scheduled maintenance as posted from time to time at Lexnet,
- your behavior or the performance or failure of your equipment, facilities or applications,
- circumstances beyond Lexnet's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability

to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site,  
- YOU breaking any agreement policy in Lexnet's 'Terms & Conditions and AUP' causing a machine to fail as a result.

## **TECHNICAL SUPPORT BOUNDARIES**

Lexnet provides technical support for YOU that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues.

Unlike many hosting companies We do our best to help with scripts, templates and programming languages. However, under no circumstances is Lexnet obligated to help YOU in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by YOU previously.

## **CGI SCRIPTS**

Each shared web hosting account comes with its own CGI-BIN. YOU are free to use any CGI scripts YOU wish, however we reserve the rights to disable any CGI script that effects normal shared server operation without prior notice.

## **Indemnification**

Customer agrees to indemnify and hold harmless Lexnet, Lexnet's affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys fees) brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Customer's services in violation of applicable law or the AUP by Customer or any person using Customer's log on information, regardless of whether such person has been authorized to use the services by Customer.

**YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Lexnet AGAINST LIABILITIES ARISING OF:**

- (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH LEXNET'S SERVER.
- (2) ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY
- (3) COPYRIGHT INFRINGEMENT AND
- (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM LEXNET'S SERVER.

## Disclaimer of Warranties

Lexnet does not warrant or represent that the services will be uninterrupted, error free, or completely secure. To the extent permitted by applicable law Lexnet disclaims any and all warranties including the implied warranties or merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by applicable law all services are provided on an "As Is" basis.

## Limitation of Damages

Neither party shall be liable to the other for any lost profits or any indirect, special incidental, consequential or punitive loss or damage of any kind, or for damages that could have been avoided by the use of reasonable diligence, arising in connection with the agreement, even if the party has been advised or should be aware of the possibility of such damages.

Notwithstanding anything else in the agreement to the contrary, the maximum aggregate liability of Lexnet and any of its employees, agents or affiliates, under any theory of the law (including breach of contract, tort, strict liability and infringement) shall be a payment of money not to exceed the amount payable by customer for the three months service.

## Suspension of Services/Termination

Customer agrees that Lexnet may suspend services to Customer without notice and without liability if: (i) Lexnet reasonably believes that the services are being used in violation of the AUP; (ii) Customer fails to cooperate with any reasonable investigation of any suspected violation of the AUP; (iii) Lexnet reasonably believes that the suspension of service is necessary to protect its network or its other customers, or (iv) as requested by a law enforcement or regulatory agency. Customer shall pay Lexnet reasonable reinstatement fee if service is Lexnet following a suspension of service under this subsection.

The Agreement may be terminated by Customer prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if Lexnet fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Customer's written notice describing the failure in reasonable detail. The Agreement may be terminated by Lexnet prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability as follows: (i) upon five (5) days notice if Customer is overdue on the payment of any amount due under the Agreement; (ii) Customer materially violates any other provision of the Agreement, including the AUP, and fails to cure the violation within thirty (30) days of a written notice from Lexnet describing the violation in reasonable detail; (iii) upon one (1) days notice if Customer's Service is used in violation of a material term of the AUP more than once, or (iv) upon one (1) days notice if Customer violates Section 5 (Customer Information) of this Agreement. Either party may terminate this agreement upon five (5) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

If you break our terms of service/acceptable usage policy we hold the right to cancel any services. We will never cancel any services without trying our best to resolve the problem with you. However in extreme cases such as an account containing child pornography we hold the right to cancel services without any prior warning. We do not refund any accounts breaking our terms of service/acceptable usage policy. For example if we cancel your hosting account during your first month for breaching copyright, we will not refund you for the first month. This is to prevent people signing up for our services with the intention of breaching our terms.

## Request For Customer Information

Customer agrees that Lexnet may, without notice to Customer, (i) report to the appropriate authorities any conduct by Customer or any of Customer's customers or end users that Lexnet believes violates applicable law, and (ii) provide any information that it has about Customer or any of its customers or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.

## Back Up Copy

Customer agrees to maintain a current copy of all content hosted by Lexnet not with standing any agreement by Lexnet to provide back up services.

## Request For Restore Of Hosting Package

During any service term, customer may request up to one free restore for any reason of choice. If a customer should need to request a restore after this a \$5 one time fee will be enforced.

## Changes To Lexnet's Network

Upgrades and other changes in Lexnet's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Customer's hosted content and/or applications. Lexnet reserves the right to change its network in its commercially reasonable discretion, and Lexnet shall not be liable for any resulting harm to Customer.

## Notices

Notices to Lexnet under the Agreement shall be given via electronic mail to the e-mail address posted for customer support. Notices to Customer shall be given via electronic mail to the individual listed as the Primary Customer Contact on the Order. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Customer may change his, her or its notice address by a notice given in accordance with this Section.

## Force Majored

Lexnet shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond Lexnet's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labour action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

## Governing/Law Disputes

The Agreement shall be governed by the laws of New Zealand, exclusive of its choice of law principles. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

## Miscellaneous

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority. This Agreement may be amended only by a formal written agreement signed by both parties. The terms on Customer's purchase order or other business forms are not binding on Lexnet unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not. The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement. Neither insurers nor the customers of resellers are third party beneficiaries to the Agreement. Customer may not transfer the Agreement without Lexnet's prior written consent. Lexnet's approval for assignment is contingent on the

assignee meeting Lexnet's credit approval criteria. Lexnet may assign the Agreement in whole or in part. This Agreement together with the Order and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral.

## Copyright Files

All files stored on Lexnet's servers must be legally-owned and be accompanied with a valid license and/or copyright. This include and is not limiting to MP3, AVI, MID, MIDI, MPG, MPEG, MOV, EXE, ISO. Should we discover any unlicensed and/or illegal files within YOUR account, the files will be subjected to deletion.

## CANCELATION OF SERVICE

Lexnet reserves the right to cancel a service at any time. All fees paid in advance of cancellation will be pro-rated and paid by Lexnet if we institutes our right of cancelation. Any violation of policies which results in extra costs billed to YOU.

## PROMOTIONAL RATES & SPECIAL OFFERS

Lexnet may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for YOUR Services. Any such promotions or modifications shall not effect YOUR obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

We have various special promotions that include a domain name. The cost of this domain name is usually covered by the first month's payment. As a result of this our promotions are not refundable and are not covered by our 30-day money back guarantee.

## INTELLECTUAL PROPERTY RIGHTS

Material accessible to you through Lexnet's services may be subject to protection under New Zealand or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, YOU must not use Lexnet or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the Lexnet network. If YOU use a domain name in connection with Lexnet or similar service, YOU must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

## NETWORK SECURITY

Customers may not use the Lexnet network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for YOU, logging into a server or account YOU are not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. YOU may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Lexnet will cooperate fully with investigations for violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

## ELECTRONIC COMMERCE

YOU will be solely responsible for the development, operation and maintenance of YOUR online store and products along with all content and materials appearing online or on YOUR products, including without limitation:

- (a.) the accuracy and appropriateness of content and materials appearing within the store or related to YOUR products,
- (b.) ensuring that the content and materials appearing within the store or related to YOUR products do not violate or infringe upon the rights of any third party, and
- (c.) ensuring that the content and materials appearing within the store or related to YOUR products are not libelous or otherwise illegal. YOU will be solely responsible for the final calculation and application of shipping and sales tax. YOU will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

YOU are also responsible for the security of any customer credit card numbers and related customer information YOU may access as a result of conducting electronic commerce transactions through YOUR website. YOU will keep all such information confidential and will use the same degree of care and security as YOU use with your confidential information.

## STATIC & DYNAMIC CONTENT CACHING

YOU expressly

- (i) grant to Lexnet a license to cache the entirety of YOUR website, including content supplied by third parties, hosted by Lexnet under this Agreement and
- (ii) agree that such caching is not an infringement of any of YOUR intellectual property rights or any third party's intellectual property rights.

## IP ADDRESS OWNERSHIP

Lexnet shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by Lexnet. Lexnet reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

## DOMAIN NAME REGISTRATION

YOU agree to pay Lexnet prior to the effectiveness of the desired domain name registration, the then-current amount set forth in the Lexnet price schedule for the initial registration of the domain name and, should YOU choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if YOUR domain name registration is suspended, canceled or transferred prior to the end of YOUR then current registration term. Lexnet reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from Lexnet to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Lexnet) in connection with the payments of the registration fee for YOUR domain name registration, YOU agrees and acknowledges that the domain name registration shall be transferred to Lexnet as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Lexnet will reinstate YOUR domain name registration solely at Lexnet's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Transfer domain registrar to Lexnet

YOU agree to pay Lexnet prior to the effectiveness of the desired domain name transfer request, the then-current amount set forth in the Lexnet price schedule for the initial transfer request of the domain name. YOU agree and acknowledge that the domain name transfer will fail, and all fees are non-refundable, for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
  - Domain name in Registrar Lock Status
  - Domain name registration period time expires or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer
- Lexnet reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from Lexnet to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Lexnet) in connection with the payments of the registration fee for YOUR domain name registration, YOU agrees and acknowledges that the domain name registration shall be transferred to Lexnet as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Lexnet will reinstate

YOUR domain name registration solely at Lexnet's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Transfer domain away from Lexnet

Lexnet reserves all rights, without limitation, to reject the domain name transfer request for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status and there is no request from Registered Name Holder or Administrative Contact for the status change
- Domain name registration period time will be expiring in less than 60 days or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer

YOU agree and acknowledge that the failure or success of a domain name transfer will be his/her sole responsibility, and Lexnet will not be held liable for the failure of a domain name transfer for any reason.

Domain registrations are non-refundable. Please do not purchase the domain name until you are certain that it is exactly what you would like to buy.

## LAWFUL PURPOSE

Lexnet reserves the right to refuse service to anyone. YOU may only use Lexnet servers for lawful purposes and our services may not be used for illegal purposes or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in New Zealand, it is not permitted to reside on our servers. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes but not limiting material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: 'Pirated Warez', OGG, AVI, MPEG, ISO, 'Hacker programs or archives', 'Copyrighted Digital Movie Copies (DIVX)' and 'Unlicensed MP3'. The designation of any materials as such described above is left entirely to the discretion of Lexnet management.

If illegal content or usage is found, the account will be suspended and/or terminated. YOU agree that Lexnet may disclose any and all YOUR information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification.

Regardless of the place of signing this agreement, YOU agree that for purposes of venue this contract is entered in Tauranga, New Zealand, and any dispute will be litigated or arbitrated in Tauranga, New Zealand. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in New Zealand courts. IN NO EVENT SHALL LEXNET'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

## PRIVACY STATEMENT

Lexnet follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.