

Website Hosting Terms of Service & Conditions of Membership Agreement

Nexus Digital Technology welcomes you and is glad you have chosen Nexus Digital Technology as your web site host. Nexus Digital Technology encourages you, the member, to utilize the many services made available to you, making your web experience a pleasant and successful venture.

The Terms of Service and Conditions of Membership Agreement provides the registered member with Nexus Digital Technology's services, policies and a statement of what is allowed and not allowed, thereby giving you practical but precise approaches for what is acceptable to the Nexus Digital Technology network. By registering with Nexus Digital Technology as a Member you agree to use the Nexus Digital Technology Site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions outlined below:

Membership with Nexus Digital Technology

Membership is available to anyone who registers with a legitimate electronic mail address. Nexus Digital Technology does not discriminate on the basis of age, gender or ethnicity.

Price and Payment

The Member authorizes Nexus Digital Technology to charge all fees due to the submitted payment details.

All hosting contracts are automatically renewed for another term unless a written notice of cancellation has been given by either party at least one week in advance of the renewal date / anniversary date.

If an account has been setup and the initial rent fee is not paid, Nexus Digital Technology has the right to immediately close the account and to refuse service.

If for some reason the Member is not completely satisfied, the Member may cancel the account within thirty (30) days of the Application and receive a full refund of any service charges. This policy does not apply outside the first 30 day period.

The 30 Day money back Guarantee does not apply to accounts who registered a domain namer. Hosting fees will be refunded minus the domain name registration fee.

All cancellation requests must be initiated by the primary contact person on the account who shall provide sufficient identification. Account terms are final and there no refunds of unused time if the service contract is cancelled by client before the regular expiration date / anniversary date. Any cancellation request shall be effective upon receipt unless otherwise requested.

Definition/Guidelines of Membership

Nexus Digital Technology provides its Members with storage space for their Web Site together with a personal virtual server. Members may also have their own domain name (www.domain.com) mapped to their storage space.

Members must agree to accept our email messages as part of their service. We only use email to inform you of new membership benefits and features, to let you know of urgent problems on our site, and to present special members-only opportunities to buy products and services that are appropriate to the interests of our Communities. And we keep these messages to a minimum.

Nexus Digital Technology is not responsible for the content of any personal Web Site, and the views expressed by any of its Members are the responsibility of the posting Member and not Nexus Digital Technology. Nexus Digital Technology does not review Web pages in any way before they appear on the Member area of the Site.

Nexus Digital Technology reserves the right to modify or remove anything submitted to Nexus Digital Technology, and to cancel membership at anytime. Any site that violates the following guidelines will be immediately removed from Nexus Digital Technology.

Member's Web pages cannot contain or provide links to:

- Nudity, pornography, and sexual material of a lewd,
- Lecherous or obscene nature and intent or that violates
- Local, state and national laws.

Any material that violates or infringes in any way upon the rights of others, including, without limitation, copyright or trademark rights; this includes "WAREZ" (copyrighted software that is distributed illegally), "mp3" files of copyrighted music, copyrighted photographs, text, video or artwork. If you don't own the copyright or have documented permission to use it, don't put it on your site at Nexus Digital Technology.

Any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable; this includes posting other peoples' private information.

Content that promotes, encourages, or provides instructional information about illegal activities---specifically hacking, cracking, or phreaking.

Any software, information, or other material that contains a virus, "Trojan Horse", corrupted data, or any other harmful or damaging component;

Hate propaganda or hate mongering, swearing, or fraudulent material or activity;

Using in the registration of your Nexus Digital Technology Membership an email account that is or becomes inactive or that is not your own email Account.

Nexus Digital Technology may terminate Membership and any and all information, communications, Postings, or Web pages at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by Nexus Digital Technology elsewhere on the Site. Nexus Digital Technology may terminate

Membership and delete any and all information, communications, Postings, or Web pages for online conduct that Nexus Digital Technology believes is harmful to other Members, the business of Nexus Digital Technology, or other third-party information providers.

Nexus Digital Technology provides space for Member Web pages but makes no implied or express warranties about the reliability of these pages. Nexus Digital Technology is not responsible for any damage caused by loss of access to, or deletion or alteration of Member

pages; individual Members are responsible for monitoring and creating backups of their pages not Nexus Digital Technology.

If Nexus Digital Technology becomes aware of the presence of copyright infringing material on its server either in the course of its ordinary and reasonable business activities, or through notification by a third party who alerts Nexus Digital Technology, preferably by certified mail, of the specific location of the alleged presence of such materials, Nexus Digital Technology will:

1. Contact the Member responsible for the page and alert him or her of the allegations of copyright infringement and notify the person that within five days he or she must respond as to why the allegedly infringing material does not infringe the purported copyright. Nexus Digital Technology will also alert the Member that absent such a response, Nexus Digital Technology reserves the right to delete the page/site; and

2. If the Member fails to respond within five days, Nexus Digital Technology will make a decision whether to remove the page/site. If the alerted party responds to the allegations and claims the page is not infringing, Nexus Digital Technology will either forward the response to the third party alleging the infringement, or in the case that Nexus Digital Technology has discovered the infringement, make a decision whether to remove the page. If in its sole discretion, Nexus Digital Technology concludes that one of its Member's home pages contains a particularly flagrant copyright violation, Nexus Digital Technology reserves the right to delete the offending home page at any time.

Rules for Online Conduct

Nexus Digital Technology Bulletin boards, Chat rooms & Email Postings

The Member agrees not to include any electronic mail or postings ("Postings") that contain any of the following material in Nexus Digital Technology Bulletin boards, Chat rooms, or email transmissions:

- Material that defames abuses or threatens others.
- Statements that are bigoted, hateful or racially offensive.
- Material that advocates illegal activity.
- Material that contains obscene content.

Network abuses, including but not limited to mail abuse (mass mailing unsolicited email) and use net news abuse (mass crossposting articles unrelated to group topics), is prohibited and will result in termination of membership at the discretion of Nexus Digital Technology. Privacy All information provided by a Member is strictly confidential. Nexus Digital Technology reserves the right to distribute aggregated demographic information provided by Members, but will never release the name or other personal information about a Member without the permission of that Member. However, Nexus Digital Technology reserves the right to release current or past member information in the event: Nexus Digital Technology believes that the membership is being or has been used in violation of the Terms of Service, or to commit unlawful acts, or if the information is subpoenaed.

The exchange between Nexus Digital Technology and the Member of information such as passwords or electronic mail may not be secure given the current state of Internet technology. Nexus Digital Technology encourages Members to change their passwords frequently.

Liability and Guarantee

The Member agrees that the use of the Site is entirely at the Member's own risk. The Site is provided on an "as is" basis without warranties of any kind, either expressed or implied,

constructive, or statutory, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose.

Nexus Digital Technology is not responsible for the delivery or quality of any goods or services sold or advertised through or on Nexus Digital Technology members' page(s).

Nexus Digital Technology makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the Nexus Digital Technology service. In no event will Nexus Digital Technology be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use Nexus Digital Technology's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

Indemnity

The Member agrees to indemnify and hold Nexus Digital Technology harmless from any loss, liability, claims, damages and expenses, including attorneys' fees, arising from or related to the content, use, or deletion of the Member's pages or use of any other Nexus Digital Technology feature or service. This expressly includes:

(i) Member's responsibility for any and all liability arising from the violation or infringement of proprietary rights or copyrights, and

(ii) Any defamatory or unlawful material contained within Member Web pages or Postings.

Merger

This document supersedes all previous agreements, proposals and communications, either written or verbal. Nexus Digital Technology reserves the right to change or amend these Terms of Service at any time without prior notice. By becoming a Nexus Digital Technology Member, you signify your agreement to these Terms of Service.